Ocala City Council Agenda - Revised
Tuesday, March 3, 2026

Meeting Information

Location
Ocala City Hall
110 SE Watula Avenue
Second Floor - Council Chambers
Ocala, Florida

https://www.ocalafl.gov/meetings

Time
4:00 PM

Council Members
Ire Bethea Sr., Council President
Jay A. Musleh, Pro Tem
Kristen Dreyer
James P. Hilty Sr.
Barry Mansfield

Mayor
Ben Marciano

City Manager
Peter Lee

Mission Statement

The City of Ocala provides fiscally responsible services consistent with the community's current and future expectations.

City Council's Strategic Priorities

Priority 1: Economic hub
Priority 2: Fiscally sustainable
Priority 3: Engaged workforce
Priority 4: Operational excellence
Priority 5: Quality of place

WELCOME!
Citizens are encouraged to participate in City of Ocala meetings. Speakers wishing to provide public comments to the City Council should complete a written public comment form and shall submit said form to the City Clerk prior to the meeting being called to order. Unless otherwise permitted, no person shall be permitted to provide public comments to City Council if they have not completed and submitted a public comment card prior to the meeting being called to order. Speakers will be limited to 3 (three) minutes. Additional time may be granted by the Council President. When recognized, state name and address. Citizen groups are asked to name a spokesperson.

The City of Ocala encourages civility in public discourse and requests that speakers limit their comments to specific motions and direct their comments to the Council. Cell phones should be turned off or set to vibrate.

The order of agenda items may be changed if deemed appropriate by City Council.

Citizens are encouraged to provide comments in writing to the City Clerk before meetings for inclusion into the public record. Citizens may also provide input to council members via office visits, phone calls, letters and e-mail that will become public record. In some instances, i.e., Quasi-Judicial Hearings, these particular contacts may be prohibited.

APPEALS
Any person who desires to appeal any decision at this meeting will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is made.

ADA COMPLIANCE
If reasonable accommodations are needed for you to participate in this meeting, please call the City Manager's Office at 352-629-8401 at least 48 hours in advance so arrangements can be made.

Revised 3/2: Added 4b, 10b. Renumbered Section 10.

1. Call to Order

2. Roll Call

2a. New Employees
- Jaime Antonetti, Growth Management
- Nakita Daniels, Growth Management
- Ben Maxson, Growth Management

3. Public Notice

4. Proclamations and Awards

4a. Presentation of the Flood Awareness Week Proclamation to City Engineering Department Director, Sean Lanier; Civil Engineer, Payal Pandya; and to Civil Engineer, Austin Cash

4b. Recognition of Ocala Police Department Excelsior Award by the Commission of Florida Law Enforcement Accreditation **2026-0888**

5. Presentations

5a. Engineering & Water Resources Department Director, Sean Lanier - Ocala Vulnerability Assessment

6. Consent Agenda

Consent Agenda items are considered to be routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of Council or the public request specific items to be removed for separate discussion and action.

6a. One-year lease for office space at Ocala International Airport with Ascente Aviation LLC, with a monthly receivables amount of $1,369

Presentation By: Matthew Grow

6b. Annual renewal of the office and hangar lease with the Florida Department of Agriculture and Consumer Services for lease-year revenues of $54,874

Presentation By: Matthew Grow

6c. One-year renewal of contract with Southern Lawn Care Mid Florida, Inc., for specialty grounds maintenance services with expenditure amount not to exceed $72,600

Presentation By: Greg Vandeventer

6d. Resolution 2026-15 to approve and adopt the Marion County Comprehensive Emergency Management Plan **RES-2026-15**

Presentation By: Sean Lanier

6e. Reappointment of Jane Cosand to the Ocala Historic Preservation Advisory Board for a new three-year term ending March 1, 2029

Presentation By: Angel Jacobs

6f. Reappointment of Dustin Magamoll to the Board of Adjustment for a new four-year term ending March 1, 2030

Presentation By: Angel Jacobs

6g. Appointment of Erica Gibb to the Board of Adjustment for the remainder of an unexpired four-year term ending March 1, 2028

Presentation By: Angel Jacobs

6h. Reappointment of Michael Kroitor and Shirley J. Wright to the Municipal Code Enforcement Board for new three-year terms ending March 1, 2029

Presentation By: Angel Jacobs

6i. City Council meeting minutes

Presentation By: Angel Jacobs

7. Consent Agenda Items Held for Discussion

Should any items be removed from the Consent Agenda for discussion, they will be discussed at this time.

8. Introduction and First Readings of Ordinances

(Second and Final Reading - March 17, 2026)

8a. Ordinance 2026-9 to adopt recommended changes to actuarial assumptions and methods for the City of Ocala General Employees' Pension Plan, as outlined in the 2014-2024 Experience Study **ORD-2026-9**

9. Public Hearings / Second and Final Readings / Adoption of Ordinances

9a. Ordinance 2026-7 to rezone approximately 2.26 acres for properties located in the 1400 block of NE 14th Street (Parcel 26496-005-00 & 26496-005-01) from RO, Residential Office, and R-1, Single Family Residential, to R-3, Multi- Family Residential (Case ZON25-0016) (Quasi-Judicial)

Presentation By Endira Madraveren

Introduced by: James P. Hilty Sr

9b. Ordinance 2026-8 to rezone two properties totaling approximately 30.49-acres located at 5019 W Silver Springs Blvd and the parcel adjacent to the east (Parcel 23180-000-00 & 23176-003-00) from PD, Planned Development, to M-1, Light Industrial (Case ZON25-0018) (Quasi-Judicial)

Presentation By: Emily Johnson

Introduced by: Kristen M. Dreyer

10. General Business

10a. One-Year renewal of Agreement for Tree Trimming and Line Clearance Services with Davey Tree Expert Company in an amount not to exceed $2,541,543

Presentation By: Chad Lynch

10b. Contract extension and expansion for Supervisory Control Data Acquisition Software Services with Survalent Technology Corporation for a total initial cost of $339,541 **2026-0570**

Presentation By: Chad Lynch

10c. Five-year renewal with Davenport Group for server virtualization software, VMware, maintenance and support in an estimated expenditure of $171,648

Presentation By: Christopher Ramos

10d. Utilization of a cooperative purchasing agreement with Government Finance Officers Association for consulting services in an amount not to exceed $233,000

Presentation By: Christopher Ramos

10e. Three-year Agreement with Environmental Systems Research Institute, Inc., to provide citywide geographic information system software with an estimated aggregate expenditure of $180,900

Presentation By: Kelly Vann

10f. One-year renewal of contract service agreement with American Pipe & Tank, Inc, for the provision of wastewater services with an aggregate expenditure not to exceed $100,000

Presentation By: Sean Lanier

10g. One-year renewal of contract with Southern Lawn Care Mid Florida, Inc., for ground maintenance services in an amount not to exceed $261,900

Presentation By: Greg Vandeventer

10h. First Amendment to the Agreement for Third Party Liability/Workers' Compensation Claims Administration Services between the City of Ocala and PMA Management Corp. renewing the agreement for an additional three-year term and establishing a total contract sum not to exceed $802,239

Presentation By: Todd Swanson

10i. Continued utilization of the State of Florida's contract with WEX Bank for fuel card services for renewal term expenditures in an amount not to exceed $96,000

Presentation By: Michael Balken

10j. Utilization of a cooperative purchasing agreement with Iteris, Inc., for the purchase of traffic signal travel time readers with connected vehicle capability in the amount of $384,000

Presentation By: Darren Park

10k. Purchase and Sale Agreement for approximately 6.65 acres of real property located east of NW Martin Luther King, Jr. Ave., identified by Parcel ID: 25502-000-00, in an amount not to exceed $550,000

Presentation By: Darren Park

10l. Budget Resolution 2026-130 to amend the Fiscal Year 2025-26 budget to transfer funds from the Stormwater Reserve for Contingency account to purchase parcel 25502-000-00 in the amount of $550,000 **BR-2026-130**

Presentation By: Darren Park

10m. Budget Resolution 2026-131 to amend the Fiscal Year 2025-26 budget to appropriate grant funding from the Florida Department of Transportation for the design and construction of fuel farm, wash rack, and parking concrete pads in the amount of $478,285 and transfer funds from the Reserve for Projects account in the amount of $119,572 **BR-2026-131**

Presentation By: Matthew Grow

10n. Three-year renewal of the lease with Enterprise Leasing Company of Florida LLC at the Ocala International Airport for annual rent and fees of approximately $410,374

Presentation By: Matthew Grow

10o. Three-year renewal of the lease with Avis/Budget Rental Car, LLC, at the Ocala International Airport for annual rent and fees of approximately $310,368

Presentation By: Matthew Grow

11. Internal Auditor's Report

12. City Manager's Report

13. Ocala Police Department Report

14. Ocala Fire Rescue Department Report

15. City Attorney's Report

16. Public Comments

17. Informational Items and Calendaring Items

- Tuesday, March 17, 2026 - CRA Board meeting - 3:45pm - Council Chambers
- Tuesday, March 17, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, March 24, 2026 - TPO meeting - 3:00pm - Marion County Board of County Commissioners Auditorium
- Tuesday, April 7, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, April 21, 2026 - CRA Board meeting - 3:45pm - Council Chambers
- Tuesday, April 21, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, April 28, 2026 - TPO meeting - 3:00pm - Marion County Board of County Commissioners Auditorium
- Thursday, April 30, 2026 - City Council Strategic Planning Session - 8:00am - Mary Sue Rich Community Center at Reed Place

17a. Power Cost Adjustment Report - January 2026

17b. Fully Executed Contracts Under $50,000

18. Comments by Mayor

19. Comments by City Council Members

20. Adjournment

File #: 2026-0800 Agenda Item #: 4a.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Presentation of the Flood Awareness Week Proclamation to City Engineering Department Director, Sean Lanier; Civil Engineer, Payal Pandya; and to Civil Engineer, Austin Cash

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2026-0888 Agenda Item #: 4b.

Submitted By: Pamela Omichinski

Department: City Clerk

FORMAL TITLE:
Recognition of Ocala Police Department Excelsior Award by the Commission of Florida Law Enforcement Accreditation

OCALA'S RELEVANT STRATEGIC GOALS:
Choose an item.

File #: 2026-0830 Agenda Item #: 5a.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Engineering & Water Resources Department Director, Sean Lanier - Ocala Vulnerability Assessment

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

City of Ocala
Vulnerability Assessment

Task 9: Public Presentation

August 19, 2025

Agreement No. 24PLN40

Kimley»Horn

OCALA





Project Introduction

This project has been collaboratively funded by the City of Ocala and the Florida Department of Environmental Protection's Resilient Florida Grant Program.

Project Objective

To conduct a Vulnerability Assessment compliant with s. 380.093, F.S. identifying risks associated with flooding events in the City of Ocala.





What is a Vulnerability Assessment?

Definition: A Vulnerability Assessment is a study conducted at the City or County level to evaluate the impact of flooding on critical assets.

Purpose

- To identify risks associated with flooding due to rainfall
- To identify vulnerable property or infrastructure
- To prioritize high-risk focus areas
- To devise resilience-based strategies to target risks
  - Adaptation Plan

What is Included?

- Inventory of City-Owned Critical Assets
  - Examples: Roadways, Utilities, City Buildings, Parks, and More.
- A Planning-level Flood Risk Analysis
  - Terrain-based floodplain modeling to generate rainfall.



Why is this Important?

- Vulnerability Assessments are required per F.S. 380.093
- City received FDEP grant funding to complete
- Results of the Assessment are used to apply for State funding through the Resilient Florida Grant Program
- Supports long-term planning efforts and emergency preparedness
- Builds a stronger, more resilient community

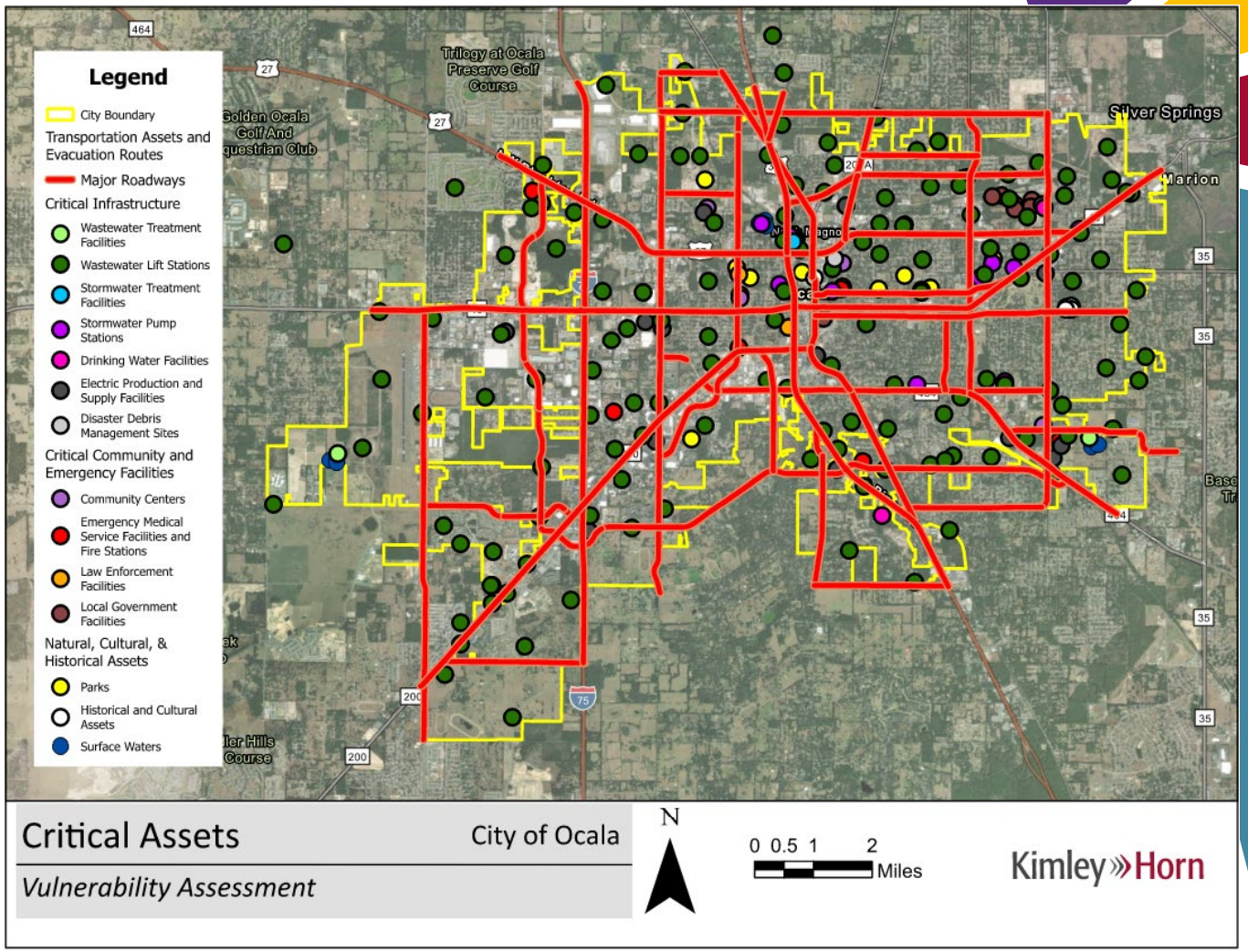
Project Schedule

Task #	Task Title
1	Identify Vulnerability Assessment Data Standards
2	Kickoff Meeting
3	Public Outreach Meeting
4	Acquire Background Data
5	Exposure Analysis
6	Sensitivity Analysis
7	Identify Focus Areas
8	Final Vulnerability Assessment Report, Maps and Tables
9	Public Presentation
10	Adaptation Plan

Data Collection

Data Required:

- Topographic Data
- Flood Scenario Data
  - Rainfall
- Inventory of City-Owned Assets
  - Transportation Assets and Evacuation Routes
  - Critical Infrastructure
  - Critical Community and Emergency Facilities
  - Natural, Cultural, and Historical Resources



Flood Scenarios

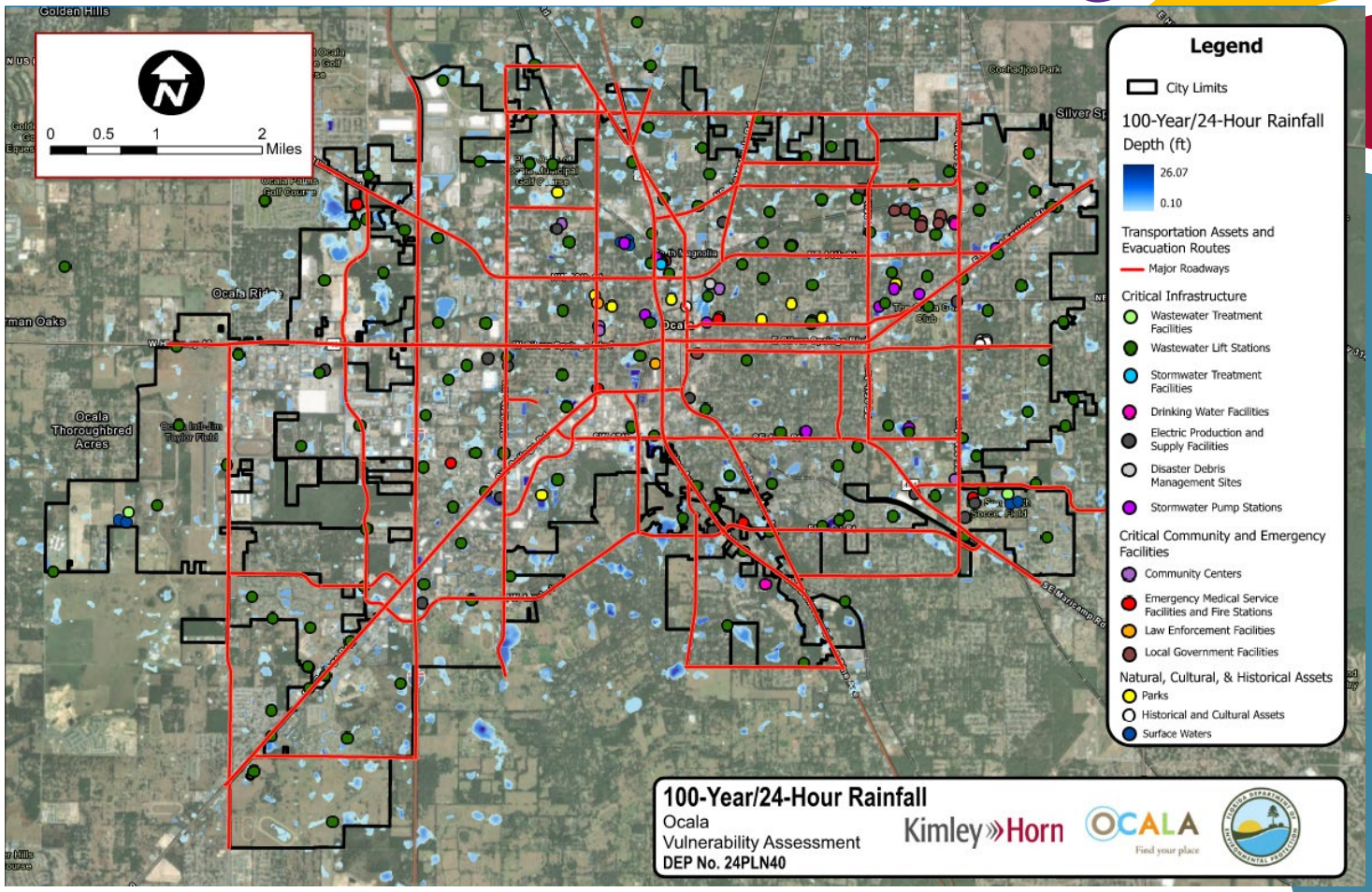
Scenario Number	Scenario	Source
Rainfall		
1	100-Year/24 Hour	NOAA Atlas 14
2	500-Year/24 Hour	NOAA Atlas 14
3	Future 100-Year, 2050 Low	NOAA Atlas 14 & FIU CF's
4	Future 100-Year, 2050 High	NOAA Atlas 14 & FIU CF's
5	Future 100-Year, 2080 Low	NOAA Atlas 14 & FIU CF's
6	Future 100-Year, 2080 High	NOAA Atlas 14 & FIU CF's

Exposure Analysis

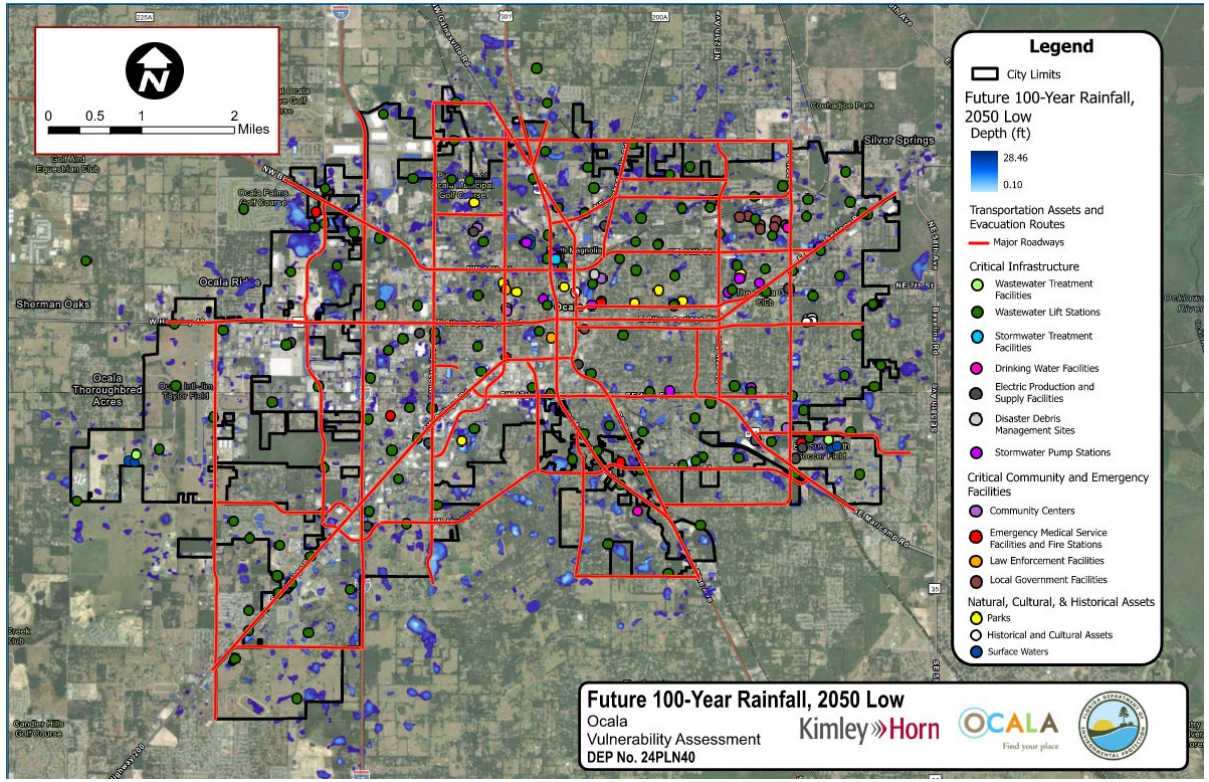
Objective:

To identify water depth for flood scenarios including:

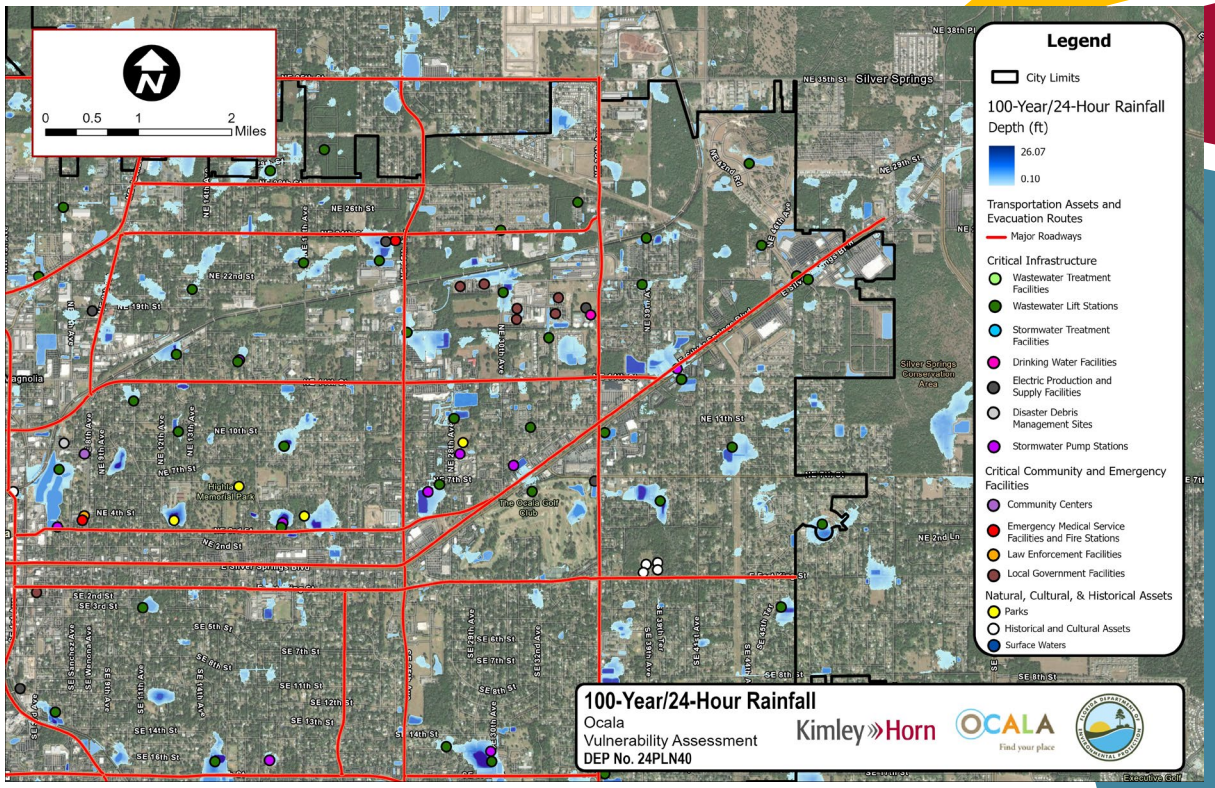
- Rainfall-Induced Flooding



100-Year Rainfall



Future 100-Year Storm Surge



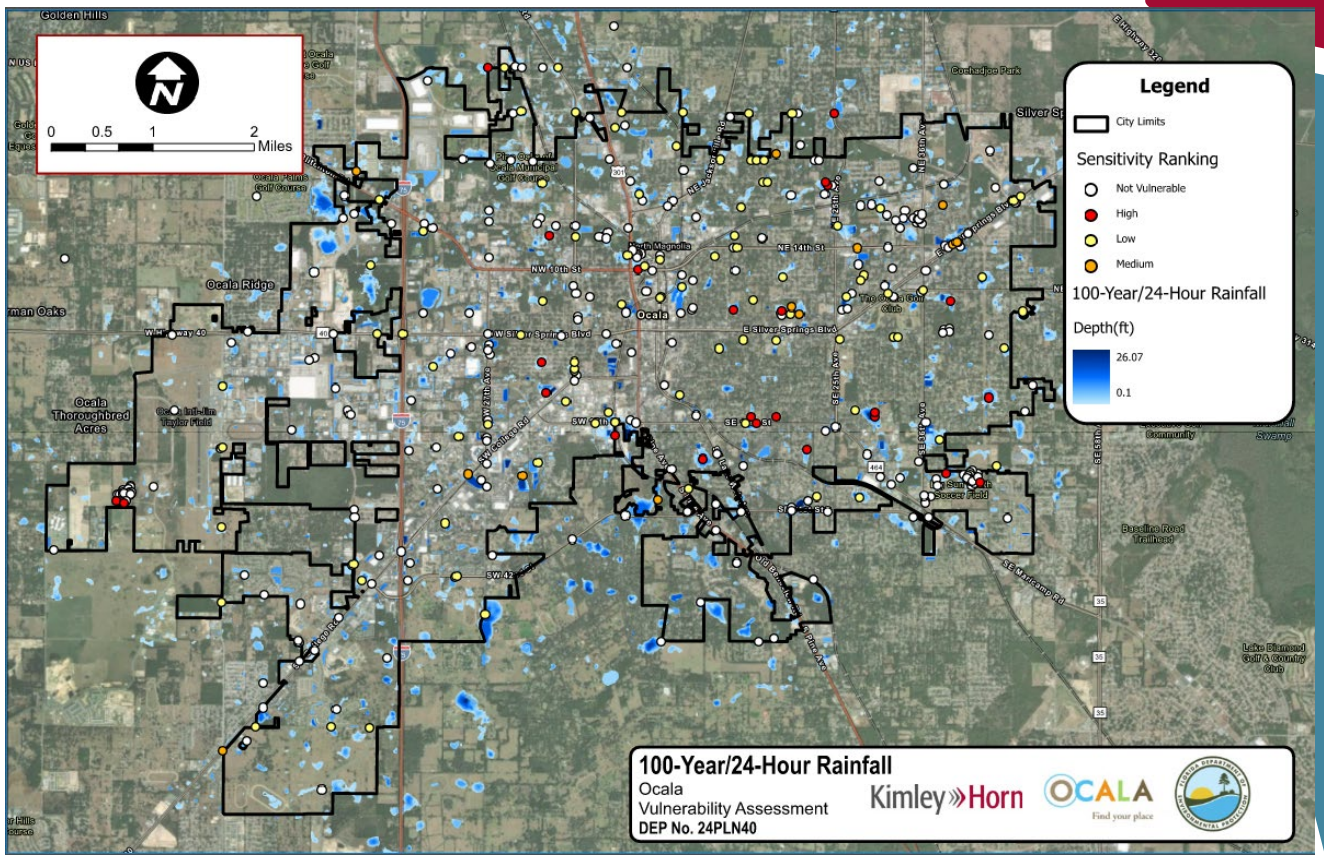
100-Year Storm Surge – Zoomed in

Sensitivity Analysis

Objective:

To measure the impact of flooding on assets and evaluate the flood severity on each asset class for flood scenarios including:

- Rainfall-Induced Flooding



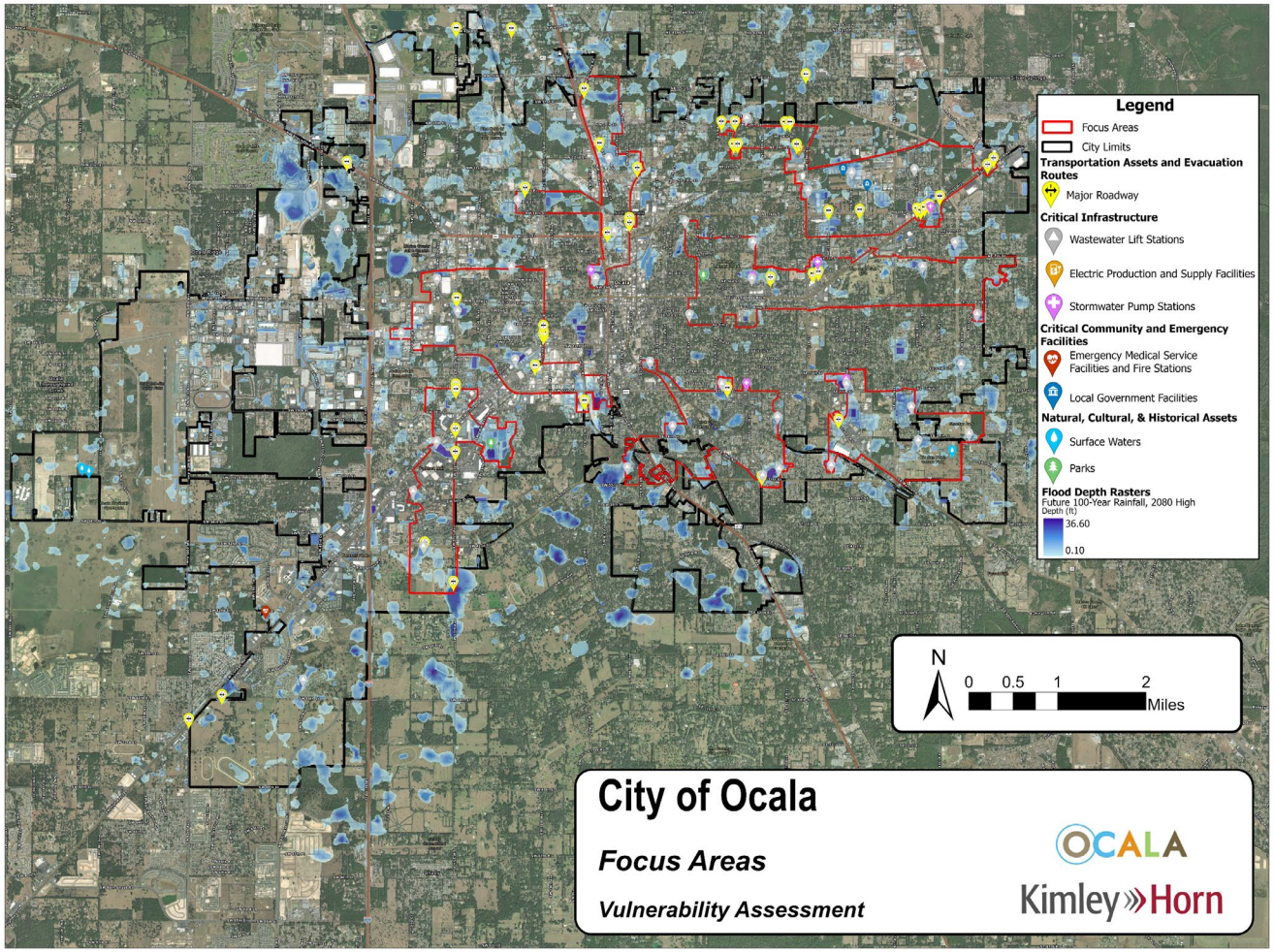
Identify Focus Areas

Objective:

Identify highly vulnerable focus areas within the City which can benefit from future adaptation strategies.

Methodology:

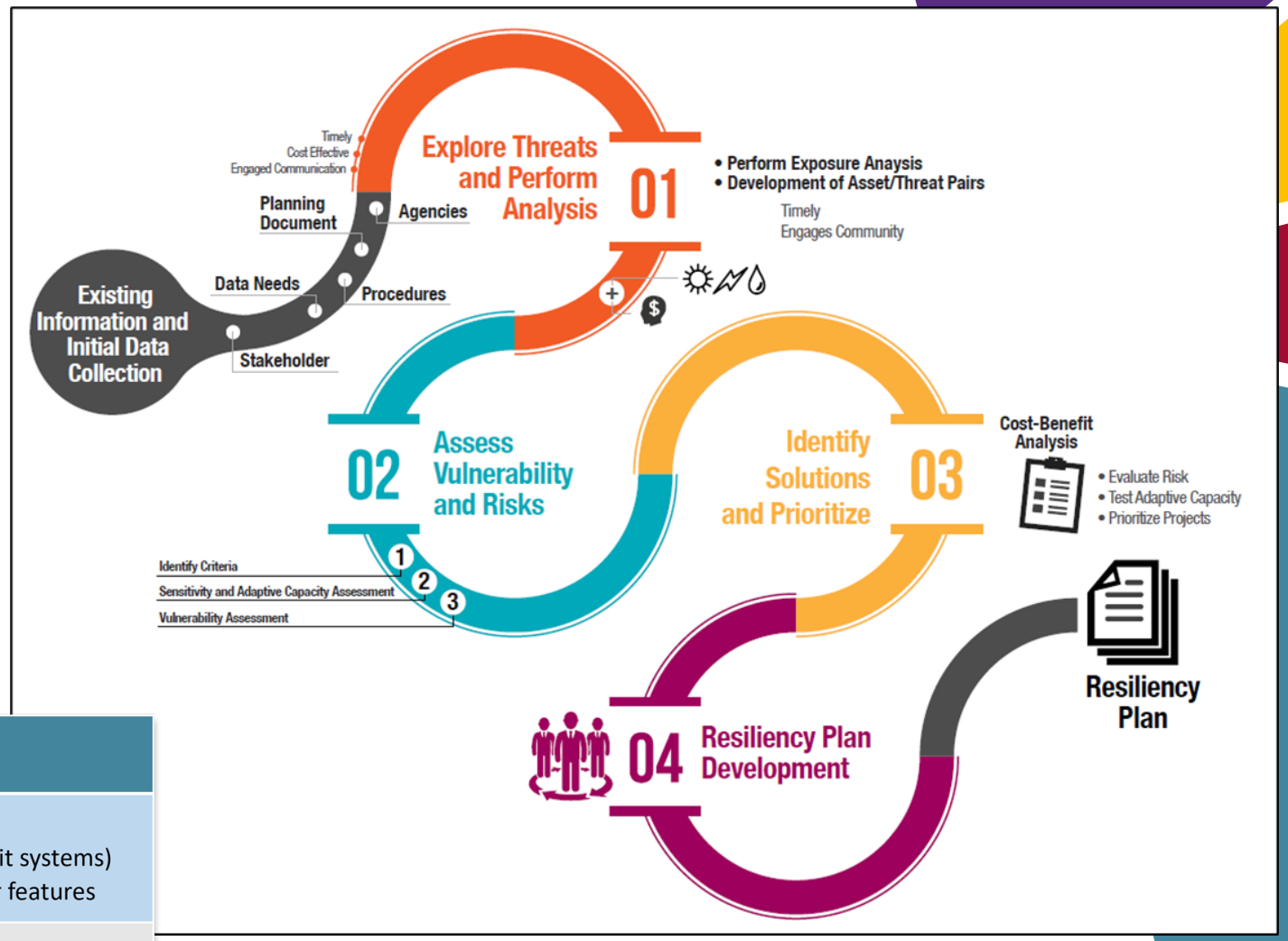
- Exposure/Sensitivity Analysis Results
- City and Resident Input



Adaptation Plan

Objective:

To devise adaptation interventions and/or strategies to increase resiliency.



Intervention	Example
Blue, Gray and Green Infrastructure	**Blue** • Regional stormwater facilities (credit systems) • Integrated passive parks with water features
	Gray • Hardening or raising of infrastructure • Adding storage/capacity • Diverting flows
	Green • Living shorelines • Bioswales, upflow filters, filter marshes • Landscaping – green roofs, canopy coverage

Next Steps

- Finalize the Vulnerability Assessment
  - Submit Final Vulnerability Assessment Report, Maps, and Tables
- Complete the Adaptation Plan
- Submit for FDEP Resilient Florida Grant Funding
- Begin implementation of resilience projects



Thank you!





File #: 2026-0694 Agenda Item #: 6a.

Submitted By: Matthew Grow

Presentation By: Matthew Grow

Department: Aviation

FORMAL TITLE:
One-year lease for office space at Ocala International Airport with Ascente Aviation LLC, with a monthly receivables amount of $1,369

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable, Economic Hub

PROOF OF PUBLICATION:
NA

BACKGROUND:
Ascente Aviation ("Ascente") approached Ocala International Airport ("OIA") staff to request office space within the general aviation terminal building. Ascente provides on-demand helicopter charter services.

FINDINGS AND CONCLUSIONS:
This 438-square-foot office space first became available in the summer of 2025. An appraisal was commissioned, which determined the space's value to be $37.50 per square foot (gross lease). Securing this lease with Ascente will leave no vacant office space available at OIA. The Airport Advisory Board and Airport staff recommend approval.

FISCAL IMPACT:
Fiscal Year 2025-26 annual revenue is $10,950 in account 451-362-000-000-02-31211.

PROCUREMENT REVIEW:
This agreement has been reviewed by the Procurement & Contracting Officer in compliance with City policies and procedures.

LEGAL REVIEW:
This lease will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table

- Deny

LEASE FOR OFFICE SPACE AT AIRPORT TERMINAL Ascente Aviation, LLC

THIS LEASE is entered into and effective on February 1st, 2026, between:

- City of Ocala, a Florida municipal corporation; and
- Ascente Aviation, LLC

WHEREAS:

A. Landlord owns the Airport including the Terminal.

B. Landlord occupies the Exclusive Space and leases, to third parties, the Leased Space.

C. Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, the Premises, being part of the Leased Space.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Definitions**. In addition to the other terms defined in this Lease, the following definitions:

1.1. *Airport* – The City of Ocala International Airport.

1.2. *Base Rent* – As set forth in paragraph 4.1.

1.3. *Common Area* – As set forth in paragraph 7.

1.4. *Exclusive Space* – The portion of the Terminal exclusively occupied by Landlord.

1.5. *Intended Use* – Tenant's intended use of the Premises as an office and meeting space with services ancillary thereto.

1.6. *Lease Year* – A period of one (1) year, with the First Lease Year commencing on the Effective Date and ending on the first anniversary thereof, and subsequent Lease Years commencing on the first day after the expiration of the prior Lease Year and ending one (1) year thereafter.

1.7. *Leased Space* – Portions of the Terminal leased, or to be leased, by Landlord to Tenant and the Other Lessees.

1.8. *Other Lessees* – Lessees of the Leased Space other than Tenant.

1.9. *Premises* – The portion of the Leased Space being leased by Landlord to Tenant under this Lease as more specifically set forth in paragraph 2.

1.10. *Real Property* – The Terminal and that part of the Airport parking lot generally depicted on the sketch attached hereto as **Exhibit A**.

1.11. *Rent* – All amounts to be paid by Tenant to Landlord hereunder including Base Rent, Additional Rent, and as otherwise expressly provided in this Lease.

1.12. *Tenant Parking Spaces* – As set forth in paragraph 2.2.2.

1.13. *Terminal* – The "General Aviation Terminal" located at the Airport.

2. **Lease of Premises**.

2.1. Landlord leases to Tenant, and Tenant leases from Landlord, those premises as described and depicted by cross-hatching on the sketch attached hereto as **Exhibit B** (the "Premises") within the Leased Space. (The sketch is attached only to provide a visual guide to the location of the Premises in relation to the presently existing exterior and interior walls of the Terminal). Landlord may construct, improve and alter the Terminal from time to time as Landlord chooses as long as such activities do not interfere with Tenant's lease of the Premises hereunder.

2.2. The use and occupation by Tenant of the Premises shall include the:

2.2.1. Non-exclusive use, in common with Landlord, Other Lessees and, to the extent permitted by Landlord, other persons (including members of the public), and subject to the provisions of this Lease, of the Common Areas (as set forth in paragraph 7).

2.2.2. The exclusive use of the parking spaces ("Tenant Parking Spaces") in the parking lot designated as Ascente Aviation Assigned Spaces" on the sketch attached hereto as **Exhibit A**. Landlord may relocate the Tenant Parking Spaces to other locations within the Terminal parking lot and may reduce the number of Tenant Parking Spaces if Tenant has historically not utilized all of the Tenant Parking Spaces previously assigned to it.

3. **Term**.

3.1. The term of this Lease commences with the Effective Date and ends at 5:00 p.m. on the first anniversary of the Effective Date.

4. **Rent**.

4.1. Base Rent. Tenant shall pay to Landlord rent ("Base Rent"), commencing on the Effective Date as follows:

4.1.1. During the Initial Term, the Base Rent shall be in the amount of One Thousand Three Hundred and sixty-eight 75/100 Dollars ($1,368.75) per month.

4.1.2. The Base Rent is payable without Landlord's demand on the first day of each calendar month during the Lease term. If this Lease commences on a day other than the first day of a calendar month, or terminates on a day other than the last day of a calendar month, the Base Rent will be prorated on a daily basis.

4.1.3. All Rent payable under this Lease shall be paid to Landlord without set-off or withholding for any reason and shall be mailed or delivered to Landlord at the address set forth in paragraph 23.11, or such other address of which Landlord shall notify Tenant, so that it is received prior to the date it is due.

5. **Additional Payments and Tenant Obligations**.

5.1. Additional Rent Payments. In addition to the Base Rent under paragraph 4, all other payments that Tenant is obligated to make under this Lease are considered Rent (the "Additional Rent"), regardless of whether the payments are so designated. (The foregoing shall apply solely to remedies available to Landlord for failure to pay such Additional Rent, and not for sale tax purposes). All Additional Rent payments are due and payable at the time Landlord demands payment or at the time the next succeeding Base Rent installment is due, whichever occurs first. Landlord shall have the same remedies for Tenant's failure to pay Additional Rent as it does for Tenant's failure to pay monthly installments of Base Rent. All further references to "Rent" shall include both monthly installments of Base Rent and Additional Rent.

5.2. Sales and Use Taxes. At the time Rent payments are made, Tenant agrees to pay to Landlord all sales and use taxes that arise because of payment of Rent to Landlord.

5.3. Past Due Rent. If Tenant shall fail to pay any Rent when due, Tenant shall also pay to Landlord an initial late payment service charge covering administrative and overhead expenses equal to twelve percent (12%) of the amount overdue. A payment is considered late if received ten (10) days or more after such payment is due. (This is not a grace period; any payment not received when due is a default.) If payment made by check is dishonored by Tenant's bank, the amount due shall be deemed a "late payment" and treated as set forth herein.

5.4. Amounts Advanced by Landlord. Any amount advanced by Landlord pursuant to the terms and provisions of this Lease shall be repaid to Landlord by Tenant by the first of the calendar month following the date of such advance unless otherwise specifically provided in this Lease.

5.5. Tenant's Taxes. Tenant further covenants and agrees to pay promptly when due all taxes assessed against all fixtures, furnishings, equipment and stock-in-trade placed in or on the Premises during the term of this Lease.

6. **Security Deposit.**

6.1. Amount and Purpose of Security Deposit.

6.1.1. Within ten (10) days after the Effective Date, Tenant shall deposit with Landlord a security deposit (the " Security Deposit") in the amount of $1,368.75 as security for Tenant's faithful performance and observance of the Lease terms, conditions, and provisions, including without limitation, surrender of possession of the Premises to Landlord. The Security Deposit

does not constitute prepayment of any Rent for any month during the Term of this Lease.

6.1.2. In the event that Tenant extends the term of this Lease, Tenant shall, prior to the commencement of the Renewal Term, increase the Security Deposit so that it equals twice the amount of Base Rent calculated under paragraph 4.1.1.

6.2. Application or Retention of Security Deposit. If Tenant defaults on any of the terms, conditions, or provisions of this Lease, including but not limited to the payment of Rent or additional payments, Landlord may apply or retain all or part of the Security Deposit to the extent required to pay the delinquent Rent or additional payments, or to reimburse Landlord for all sums incurred or expended because of Tenant's default. Reimbursable sums include, but are not limited to, any damages or deficiencies that result from reletting the Premises. Such damages or deficiencies are reimbursable to Landlord regardless of whether they occur before or after Landlord's summary proceedings or other reentry. If Landlord applies or retains any part of the Security Deposit, Tenant shall deposit with Landlord an equal amount to replace that which has been applied or retained so that Landlord has a full Security Deposit at all times during the Terms of this Lease. The replacement amount is payable on Landlord's demand.

6.3. Interest. No interest shall be paid or be payable on the Security Deposit. Tenant hereby irrevocably waives the benefit of any provision of law requiring the Security Deposit to be held in escrow or by a third party, and such Security Deposit shall be deemed to be the property of Landlord and may be co-mingled by Landlord, with Landlord's own funds. Landlord may deliver or credit the funds deposited hereunder by Tenant to a buyer of Landlord's interest in the Premises in the event that such interest is sold and, thereupon, Landlord shall be fully, finally, and absolutely discharged from any further liability with respect to such Security Deposit and all other obligations and liabilities hereunder, and this provision shall also apply to the benefit of any and all subsequent transferees. Tenant agrees that Tenant will look solely to Landlord or its successor(s) in interest, as applicable, for the return of its Security Deposit.

6.4. Return of Security Deposit. If Tenant complies fully with all the terms, provisions, covenants, and conditions of this Lease, Landlord shall return the Security Deposit to Tenant within 30 days after the date on which this Lease terminates and after Tenant delivers possession of the Premises to Landlord.

7. **Common Areas**.

7.1. Common Areas means the areas and facilities in the Terminal, and the Real Property, made available by Landlord for the common use and benefit of occupants the Terminal (including Landlord, Tenant and the Other Lessees) and their customers, employees and invitees.

7.2. Common Areas shall include the following areas within the Real Property:

7.2.1. The main lobby.

7.2.2. The meeting rooms within the Terminal provided that Tenant may use the meeting rooms, when they are not being used by Landlord, on a "first come, first served" basis with the Other Lessees. Tenant shall reserve use of the meeting rooms though Landlord or its designated representative.

7.2.3. The public restrooms.

7.2.4. The hallways.

7.2.5. The covered front entrance and airside patio space.

7.2.6. Parking spaces within the parking lot that have not been assigned by Landlord for the exclusive use of Landlord or any Other Lessees.

7.2.7. Such other areas designated by Landlord as Common Areas.

7.3. Common Areas shall not include the following areas within the Terminal:

7.3.1. The Exclusive Space.

7.3.2. Parking spaces within the parking lot that have been exclusively assigned by Landlord for use by Landlord or Other Lessees.

7.3.3. Such other areas designated by Landlord as not being Common Areas.

7.3.4. The portions of the parking lot other than the Tenant Parking Spaces.

7.4. Throughout the term hereof, Landlord shall operate and maintain the Common Areas for the use and benefit of the occupants of the Terminal and their customers, employees and invitees. Landlord may exercise exclusive control of the Common Areas and therefore, may: (a) temporarily close any part of the Common Areas; and (b) make such changes in the Common Areas as in its reasonable opinion are in the best interests of the Terminal's occupants.

7.5. Tenant shall keep all Common Areas free of obstructions created or permitted by Tenant. Tenant shall permit the use of the Common Areas only for normal uses. If in Landlord's opinion unauthorized persons are using any of the Common Areas because of Tenant's occupancy of the Premises, Tenant shall, upon Landlord's demand, enforce Landlord's rights against all such unauthorized persons. Landlord shall nonetheless have the right at any time to remove or restrain any such unauthorized persons from the Common Areas.

8. **Rules**.

8.1. Tenant acknowledges that it will occupy the Terminal along with Landlord and the Other Lessees of the Leased Space, and that, it is in the best interests of all occupants of the Terminal to be governed by certain rules ("Rules") governing the use of the Terminal including the use of Common Areas.

8.2. Tenant shall comply with all Rules adopted by Landlord. Violation of any rule by Tenant or by any of Tenant's agents, employees, contractors, guests or invitees shall be a default of this Lease.

8.3. The initial Rules are attached as **Exhibit C**. Landlord may adopt amended Rules hereafter in its sole discretion after consultation with Tenant and the Other Lessees. Any amendment to the Rules or Amended Rules shall be effective upon delivery thereof to Tenant.

8.4. Wherever there is any conflict between the Rules and the provisions of this Lease, the provisions of this Lease shall govern.

8.5. Landlord shall not be responsible to Tenant for any nonobservance of the Rules on the part of Other Lessees but shall take reasonable efforts to compel the Other Lessees to observe the Rules, including actions under its leases with such Other Lessees.

9. **Landlord's Services and Utilities**. Landlord shall provide or pay for the following:

9.1. Utilities.

9.1.1. Landlord shall pay for the usual and reasonable electricity, water, sewer, and trash collection services that are provided by the utility providers for the Terminal; but Landlord shall not be responsible for any failure to provide those utility services (even if Landlord, in its capacity as a utility provider, is the provider of the utility services), unless the failure to provide the utility services is due to Landlord's failure to pay amounts owed for such services. Tenant shall not use any electrical equipment that in Landlord's reasonable opinion will overload the wiring installations or interfere with the reasonable use of such installations by Landlord or other Tenants in the building in which the Premises are located. Tenant shall use reasonable energy conservation measures to avoid excessive use of utilities.

9.1.2. Notwithstanding paragraph 9.1.1, Tenant shall be responsible for paying for telephone service and Internet service.

9.2. Ad Valorem Taxes. Landlord shall pay all ad valorem taxes and assessments (if any) on the Premises that accrue during the Term.

9.3. Janitorial Service.

9.3.1. Landlord will provide janitorial, maintenance and trash removal services for the Common Areas within the Terminal, including, but not limited to, restroom cleaning, lobby and hallway cleaning and refuse removal from the Common Areas as necessary to maintain them in a clean condition.

9.3.2. Tenant shall be responsible for all janitorial service within the Premises and, if requested by Landlord, for any meeting rooms utilized by Tenant immediately following their use by Tenant. Tenant shall dispose of all refuse or rubbish from the Premises in one or more trash dumpsters at the

Terminal to be provided by Landlord and designed by Landlord for such purposes.

9.4. No Liability for Interruption of Services. Landlord shall not be liable for full or partial stoppage or interruption of the above services or utilities unless negligence on the part of Landlord shall be shown, and Landlord shall not be liable for consequential damages in any event.

10. **Use of Premises**.

10.1. The Premises shall be used and occupied by Tenant solely for the Intended Use, and for no other use without Landlord's prior written consent, which consent may be withheld by Landlord in its sole discretion. Without limiting the foregoing, Tenant shall not utilize the Premises to provide aeronautical services, other than the Intended Use, including, without limitation, fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction and similar services, for airplanes not owned or utilized by Tenant in its charter business.

10.2. Tenant agrees that no business shall be carried on, nor any act or acts done or permitted to be done on the Premises that in any manner conflicts with any applicable valid law or regulation of the City of Ocala, County of Marion, State of Florida, the United States or any department, bureau or agency thereof.

10.3. Tenant will not do or suffer to be done in or upon the Premises any act or thing which amounts to a nuisance or creates waste to the Premises.

10.4. Tenant shall observe and comply with all recorded restrictive covenants applicable to the Premises.

10.5. Nuisance/Hazardous Substances.

10.5.1. Tenant shall not commit any nuisance, nor permit the admission of any objectionable noise, or odor, nor burn any trash or refuse within the Premises, nor bring on, deposit or allow to be brought on or deposited on the Premises any asbestos materials or any other Hazardous Substance or materials as the same may be defined by State, Federal or local laws, rules, statutes, or regulations; nor make any use of the Premises or any part thereof or equipment therein which is improper, offensive or contrary to any law.

10.5.2. Tenant shall not cause or commit any Hazardous Substance to be used, stored, generated or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors, or invitees, without first obtaining Landlord's written consent. If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises except as permitted above, or if the Premises become contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify and hold harmless Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, but without limitation, a decrease in value of the Premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any

and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees, and costs) arising during or after the Lease Term and arising as a result of such contamination by Tenant. Without limitation of the foregoing, if Tenant causes or permits the presence of any Hazardous Substance on the Premises and such results in contamination, Tenant shall promptly, at its sole expense, take any and all actions necessary to return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the Premises. Tenant shall first obtain Landlord's approval for any such remedial action.

10.5.3. As used herein "Hazardous Substance" means any substance which is toxic, ignitible, reactive, or corrosive and which is regulated by any local government, the State of Florida, or the United States Government. "Hazardous Substance" includes any and all material or substances which are defined as "Hazardous Substance" pursuant to State, Federal, or local government law. "Hazardous Substance" includes, but is not restricted to, asbestos, polychlorobipenyls ("PCB's") and petroleum.

10.6. Tenant's Acceptance of Premises. Tenant acknowledges that it has had a full and complete opportunity to inspect the Premises and hereby accepts the Premises in the condition they are on the Effective Date.

10.7. AS IS. Landlord is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the Premises, including, but not limited to, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, operating history or projections, valuation, governmental approvals, governmental regulations, or any other matter or thing relating to or affecting the Premises including, without limitation: (a) the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the Premises, (b) the manner or quality of the construction or materials incorporated into any part of the Premises, and (c) the manner, quality, state of repair, or lack of repair of the Premises. Tenant agrees that with respect to the Premises, Tenant has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Landlord or any agent of Landlord. Tenant represents that it is relying solely on its own expertise and that of Tenant's consultants, and that Tenant has conducted such inspections and investigations of the Premises, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same, and, shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, which may not have been revealed by Tenant's inspections and investigations. Landlord is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Premises furnished by any real estate broker, agent, employee, servant, or other person, unless the same are specifically set forth or referred to in this Lease. Moreover, Tenant's execution of this Lease shall be deemed to constitute an express waiver by Tenant or its successors and assigns of any right to sue Landlord and of Tenant's right to cause Landlord to be joined in an action brought under any federal, state, or local law, rule, act, or regulation which prohibits or regulates the use, handling, storage, transportation, or disposal of a hazardous or toxic substance or which requires removal or remedial action with respect to such hazardous or toxic

substance, specifically including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 United States Code. Section 9601, et seq. and Part IV of the Florida Air and Water Pollution Control Act, Chapter 403, Florida Statutes. TENANT ACKNOWLEDGES AND AGREES THAT TENANT ACCEPTS THE PREMISES "AS IS, WHERE IS," WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES, OR REPRESENTATIONS (EXCEPT AS SPECIFICALLY PROVIDED HEREIN) COLLATERAL TO OR AFFECTING THE PREMISES BY LANDLORD, ANY AGENT OF LANDLORD OR ANY THIRD PARTY ACTING FOR ON BEHALF OF LANDLORD. This paragraph 10.7 shall survive the expiration or early termination of this Lease.

11. **Improvements**.

11.1. Permissible Alterations and Additions to Property.

11.1.1. Landlord shall have the right at any time to change the arrangement or location of entrances or passageways, doors and doorways, and corridors, elevators, stairs, toilets, or other public parts of the Terminal. On giving Tenant reasonable notice, Landlord shall have the right to change the name, number, or designation by which the Terminal is known.

11.1.2. Except as set forth herein concerning the Tenant Improvements, Tenant may not make any alterations or additions to the Premises, including but not limited to cutting the walls, ceiling, roofs, or floors, changing the exterior color, or altering the architecture, without on each occasion obtaining Landlord's prior written consent which shall not be unreasonably withheld. Tenant shall submit to Landlord plans and specifications for all alterations and additions at the time Landlord's consent is sought.

11.2. Signs.

11.2.1. Landlord has caused, or shall cause, to be constructed and installed signs for designating Tenant's business in the front of the Terminal, and on the wayfinding signage within the Terminal. Tenant shall be responsible for furnishing any proprietary messaging to be installed on the sign placed in front of the Terminal. Landlord will furnish the Tenant's chosen business name on the existing wayfinding sign within the Terminal interior. Tenant shall, as Additional Rent, reimburse Landlord for the cost of such signs, and shall hereafter bear all costs of repairing or replacing such signs.

11.2.2. In addition to the signage identified above, Landlord has installed and operates a digital message board on the Terminal street entrance at 60th Avenue. Tenant may request addition of proprietary messaging to include the Tenant's name and logo or other specific graphics to be displayed on the message board. Tenant requested messaging must be consistent with rules established by Landlord from time to time in its sole discretion.

11.2.3. Tenant shall cause to be constructed and installed signs for the purpose of identifying the Tenant Parking Spaces designated for sole use of the Tenant.

11.2.4. No other signs, whether building, freestanding, pylon or other signs, shall be placed within or on the Terminal without prior consent of Landlord.

12. **Condition of Premises**.

12.1. Tenant's Acceptance and Maintenance of Premises. Upon Tenant's occupancy of the Premises, Tenant will be deemed to have accepted the Premises in the condition they are in on that date insofar as Landlord's obligation to provide them is concerned. Subject to Landlord's obligations set forth in this Lease, Tenant agrees to maintain the Premises in the same condition, order, and repair as they are on that date, except for reasonable wear and tear arising from the use specified in this Lease.

12.2. Landlord's Obligation to Repair. Except as set forth in paragraph 12.3, Landlord shall keep the Terminal and Commons Areas in good order, condition and repair. Landlord shall make all repairs within a reasonable time after notice from Tenant stating the need for repairs. Landlord shall not be liable for any damage or inconvenience that may arise through repair or alterations of any part of the Terminal or the Common Areas; provided that Landlord, to the extent practical, shall endeavor to make any repairs or alterations in such a manner to minimize any inconvenience to any Tenant.

12.3. Tenant's Obligation to Repair. Notwithstanding paragraph 12.2, Tenant shall be responsible for the following:

12.3.1. Replacing all lighting inside the Premises, including replacing ballasts.

12.3.2. Shampooing any carpets and waxing floors not covered by carpets.

12.3.3. Providing pest control within the Premises.

12.3.4. Installing, maintaining, repairing and replacing any security alarm or security system within or servicing the Premises.

12.4. Damage to Premises. On Landlord's demand, Tenant shall pay for all damages to the Premises, the Terminal or any portion thereof that are caused by the act or neglect of Tenant, its invitees, or any persons in Tenant's employ or control.

12.5. Condition at End of Term. At the earlier of the expiration of the Lease Term or the termination of this Lease (either, the "Expiration Date"), Tenant will quit the Premises and will surrender them to Landlord. Tenant shall have the right to remove from the Premises and improvements all movable trade fixtures, movable equipment, and articles of personal property used or procured for use in connection with the operation of its business on or before the Expiration Date, provided that Tenant shall promptly repair, or cause to be repaired, any damages resulting to the Premises or improvements by reason of this removal. Any trade fixtures,

equipment, or articles of personal property of Tenant that remain at or on the Premises after the Expiration Date (or as to any Tenant Improvements, Tenant is obligated to remove, prior to the deadline set forth therein for Tenant to remove the Tenant Improvements) shall be deemed to have been abandoned by Tenant, and may either be retained by Landlord as its property or disposed of by Landlord without accountability to Tenant for the value of these trade fixtures, equipment, or articles of personal property, or any proceeds derived from the sale of these items.

12.6. Damage to Property. Except for the negligence of Landlord or Landlord's employees, agents or contractors, Landlord shall not be responsible for any damage to property of Tenant or of others located in or about the Premises or the Common Areas, nor for the loss of or damage to any property of Tenant or of others by theft or misappropriation or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature. Landlord shall not be liable for any such damage caused by Other Lessees or persons in the Premises, occupants of adjacent property, occupants of the Terminal, or the public, except for any latent defect in the Premises or the Terminal.

13. **Entry and Inspection of Premises**.

13.1. Landlord is entitled to enter the Premises during all reasonable hours for the following reasons:

13.1.1. To provide services or fulfill other obligations hereunder.

13.1.2. To examine the Premises.

13.1.3. To make all repairs, additions, or alterations that Landlord or agent deems necessary for safety, comfort, or preservation of the Premises or of the building.

13.1.4. Within the last six (6) months of the Initial Term, or any Renewal Term, Subject to approval by Tenant as to time and date, said approval not to be unreasonably withheld by Tenant, Landlord or Landlord's designated agent may show the Premises to prospective lessees of the Premises.

13.1.5. To remove signs, fixtures, alterations, or additions that do not conform to this Lease.

13.2. Landlord shall at all times have and retain a key with which to unlock all doors in and on the Premises, excluding Tenant's vaults, safes and file cabinets.

13.3. Landlord shall have the right to use any means that Landlord may deem proper to open doors in an emergency to obtain entry to the Premises. Tenant waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss in, upon, or arising from Landlord's entry onto the Premises in an emergency.

13.4. Any entry to the Premises obtained by Landlord for any of the above stated purposes and by any of such means, or otherwise, shall not be construed or deemed a forcible or unlawful entry onto the Premises, or an eviction of Tenant from the Premises or any part of the Premises.

14. **Insurance**.

14.1. Liability. Tenant agrees that Landlord shall not be held responsible or liable to Tenant, Tenant's employees, customers, invitees, licensees, or others for any damage to personal property or personal injury caused by or arising out of Tenant's operation, conduct and use of the Premises, or the acts or omissions of Tenant, its employees, clients, invitees, licensees or others or by catastrophe. Tenant shall hold Landlord harmless and indemnify Landlord from and against all liability, damages, costs and attorneys' fees, injury, actions or causes of action whatsoever suffered or occasioned upon the Premises or arising out of the operation, conduct and use of the Premises, except those caused or created by Landlord.

14.2. Comprehensive, Fire, and Extended Insurance on Premises. Landlord shall maintain the following insurance coverage:

14.2.1. Comprehensive general public liability insurance on the Premises with limits determined by Landlord in the exercise of its sole discretion.

14.2.2. Landlord shall keep the Terminal and Common Areas presently existing or subsequently built on the Premises insured by a company that is duly authorized to do business in Florida. The insurance must be for the full insurable value of the Terminal and Common Areas (but not any improvements constructed by Tenant or Other Lessees, including, without limitation, the Tenant Improvements) against loss or damage by fire and any other risks that may be insured now or in the future by extended coverage. These risks include but are not limited to flood and windstorm. All insurance shall provide that the proceeds are to be delivered to Landlord.

14.3. Prohibited Conduct Effecting Insurance. Tenant may not perform or fail to do any act with respect to the Premises, may not use or occupy the Premises, and may not conduct or operate Tenant's business, in any manner that is objectionable to the insurance companies providing insurance under paragraph 14.2, it causes them to void or suspend any insurance, or that causes them to increase the premiums above the amounts that would usually have been in effect for the occupancy under this Lease. Tenant may not permit or suffer another person to do so with respect to the Premises.

14.4. Tenant's Insurance. Tenant shall carry:

14.4.1. *Commercial General Liability*. Coverage must be afforded under a Commercial General Liability policy with limits not less than:

14.4.1.1. $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury.

14.4.1.2. $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations.

14.4.1.3. $100,000 each occurrence for Damage to Premises.

14.4.1.4. Policy must include coverage for contractual liability and independent contractors.

14.4.1.5. City of Ocala, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Tenant. The coverage shall contain no special limitation on the scope of protection afforded to Landlord, its officials, employees, and volunteers.

14.4.2. *Environmental Liability*. If hazardous substances or materials are used, controlled or possessed by Tenant, Pollution Liability or other similar Environmental Impairment Liability must be maintained, at a minimum limit of not less than Two Million Dollars ($2,000,000) per claim providing coverage for damages including, without limitation, third-party liability, clean up, corrective action, including assessment, remediation and defense costs.

14.4.3. *Workers' Compensation and Employer's Liability*. Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of Tenant must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

14.4.3.1. Tenant waives, and Tenant shall ensure that Tenant's insurance carrier waives, all subrogation rights against Landlord and Landlord's officers, employees, and volunteers for all losses or damages. Landlord requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

14.4.3.2. These insurance requirements shall not relieve or limit the liability of Tenant. Landlord does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Tenant's interests or liabilities but are merely the minimums. No insurance is provided by Landlord under this Lease to cover Tenant or its contractors or sub-contractors. Tenant has sole responsibility for loss to business or personal property, equipment, contents, improvements or betterments.

14.4.4. *Additional Insurance*. Coverage for any improvements constructed by Tenant to the Premises (including the Tenant Improvements) or for

Tenant's personal property on the Premises, in such amounts and pursuant to such terms as Tenant shall elect in its sole discretion.

14.4.5. *Duplicate Insurance*. Insurance required of Tenant shall be considered primary, and insurance or self-insurance of Landlord shall be considered excess, as may be applicable to claims against Landlord which arise out of this Lease.

14.4.6. *Insurance Certificate Requirements*. Tenant shall provide Landlord with valid Certificates of Insurance (binders are unacceptable) for the insurance set forth in paragraphs 14.4.1 through 14.4.3, at least ten (10) days prior to execution of this Lease and no later than thirty (30) days prior to commencement of any improvements.

14.4.6.1. Tenant shall provide a Certificate of Insurance to Landlord with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

14.4.6.2. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Tenant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder (City of Ocala).

14.4.6.3. In the event this Lease term goes beyond the expiration date of the insurance policy, Tenant shall provide Landlord with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. Landlord reserves the right to suspend this Lease until this requirement is met.

14.4.6.4. Tenant shall provide copies of Additional Insured endorsements to Landlord to verify Landlord's status as an Additional Insured on all applicable polices.

14.4.6.5. The Lease, Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

14.4.7. *Landlord May Change Limits***.** Landlord reserves the right to increase or decrease, or expand or narrow, the minimum limits or amounts of insurance requirements set forth above whenever the liability of Landlord under Florida law (including the Florida Tort Claims Act) increases or Landlord's defined areas of liability or risk are expanded. Landlord shall give Tenant a minimum of sixty (60) days advance written notice for any modification or change in the insurance limits as set forth herein.

14.5. Indemnification. Tenant agrees to indemnify and save Landlord harmless from and against any and all liabilities or damages for any injury to or death of any person or persons or damage to property caused by the negligence or willful misconduct of Tenant, its invitees, agents and employees, or by a default by Tenant under this Lease. Tenant agrees to indemnify Landlord against all loss, claims, fines,

penalties or damages resulting from any generation, use, treatment, storage or release of any hazardous or toxic materials or substances or wastes at the Premises during the Lease Term or resulting from any violation during the Lease Term of any environmental laws, Rules or regulations applicable to the Premises or any operation conducted thereon. Tenant's grant of indemnity to Landlord hereby survives expiration of this Lease.

15. **Construction Liens**. Tenant shall not subject Landlord's interest or estate to any liability under any construction or other lien law. No provisions of this Lease may be construed as to imply that Landlord has consented to Tenant incurring such a lien. If any construction lien, lis pendens, or other lien is filed against the Premises or the building for any work, labor, services, or materials that a lienor claims to have performed or furnished for Tenant or any person holding through or under Tenant, Tenant must cause that lien to be canceled and discharged of record within twenty (20) days after Landlord gives notice to Tenant. If such a lien is filed, Landlord may satisfy the lien after giving notice to Tenant as provided in this paragraph and without limiting Landlord's rights or remedies under this Lease. Tenant shall promptly reimburse Landlord for any amounts expended to satisfy the lien and for any expenses incurred in connection with that satisfaction. Tenant has no right of setoff against Landlord. Tenant's failure to cancel and discharge of record any lien under to this paragraph is a default by Tenant under the provisions of this Lease.

16. **Assignments and Sublets**.

16.1. Permissible Assignments and Sublets. Tenant may not assign, mortgage, pledge, or encumber this ease, nor sublet, license, or grant any concession for the use of the Premises, to another person without obtaining Landlord's prior written consent. Landlord may withhold such consent in the exercise of its sole discretion.

16.2. Continued Liability of Tenant. If Tenant makes any assignment, sublease, license, or grant of a concession, Tenant will nevertheless remain unconditionally liable for the performance and financial obligations of all of the terms, conditions, and covenants of this Lease.

16.3. Landlord's Right to Collect Rent From Any Occupant. If Tenant is in default on any payments under this Lease and any other person is subletting or occupying the Premises, or if Tenant assigns this Lease, Landlord may collect Rent from the assignee, subtenant, or occupant. Landlord may apply the net amount collected to the Rent required under this Lease. Landlord's collection of the Rent does not waive the covenant against assignment and subletting under this Lease nor does it constitute Landlord's acceptance of the assignee, subtenant, or occupant as a Tenant, nor Landlord's waiver of Tenant's further performance of the covenants contained in this Lease.

17. **Default by Tenant**.

17.1. Events of Default. Upon the happening of one or more of the events set forth below (any of which is referred to hereinafter as an "Event of Default"), Landlord shall have any and all rights and remedies hereinafter set forth:

17.1.1. If Tenant should fail to pay Rent when it becomes due and such failure continues for ten (10) days after Landlord provides Tenant with written notice of such failure.

17.1.2. If Tenant should fail to pay Rent within ten (10) days of when it becomes due more than three (3) times during any of twelve (12) consecutive months (notwithstanding Landlord's acceptance of Rent from Tenant), without the necessity of Landlord providing Tenant with notice of the third failure to pay Rent or providing Tenant with an opportunity to cure such third failure.

17.1.3. If Tenant violates any other term, condition or covenant herein on the part of Tenant to be performed and such failure continues for thirty (30) days after Landlord provides Tenant with written notice of such failure; provided, however, if the default is one which cannot be cured within thirty (30) days, Tenant will have such additional time as maybe required so long as Tenant diligently pursues the remedy. Notwithstanding the foregoing, the following shall constitute an immediate Event of Default without notice or an opportunity to cure: (a) if Tenant has previously defaulted under a term, condition or covenant of this Lease and is provided with notice of and an opportunity to clear such breach, any subsequent breach of the same term, condition, or covenant shall constitute a breach of this Lease without further notice or opportunity to cure; (b) a failure of Tenant to provide insurance or proof thereof as required by paragraph 14.4 shall constitute an immediate Event of Default without notice or an opportunity to cure; or (c) if the default endangers or unreasonably interferes with Airport activities, as determined by Landlord in its reasonable discretion.

17.1.4. In the event a petition in bankruptcy under any present or future bankruptcy laws (including but not limited to reorganization proceedings) be filed by or against Tenant and such petition is not dismissed within thirty (30) days from the filing thereof, or in the event Tenant is adjudged a bankrupt;

17.1.5. In the event an assignment for the benefit of creditors is made by Tenant; or

17.1.6. In the event of an appointment by any court of a receiver or other court officer of Tenant's property and such receivership is not dismissed within thirty (30) days from such appointment.

17.2. Landlord's Remedies.

17.2.1. If any Event of Default occurs, Landlord shall have the right, at the option of Landlord, to pursue one or more of the following remedies, in addition to all other remedies available at law or equity:

17.2.1.1. Terminate this Lease and thereupon reenter and take possession of the Premises with or without legal process.

17.2.1.2. Declare all remaining Rent under the Lease immediately due and owing.

17.2.1.3. Without terminating this Lease, reenter and relet the Premises, or any part thereof, with or without legal process, for the account of Tenant upon such terms and conditions as Landlord may deem advisable or satisfactory, in which event the rents received on such reletting shall be applied:

a. First, to the expenses of such reletting and collection including but not limited to, necessary renovation and alterations of the Premises, reasonable attorney's fees, any real estate commissions paid;

b. Second, toward payment of all sums due or to become due Landlord hereunder; and

c. Third, if a sufficient sum shall not be thus realized or secured to pay such sums and other charges due Landlord, then, Tenant shall pay Landlord any deficiency monthly, and Landlord may bring an action therefor as such monthly deficiency shall arise.

d. Nothing herein, however, shall be construed to require Landlord to reenter and relet in any event. Landlord shall not, in any event, be required to pay Tenant any surplus of any sums received by Landlord on a reletting of the Premises in excess of the Rent provided in this Lease.

17.2.1.4. Remove all or any part of Tenant's property from the Premises and any property removed may be stored in any public warehouse or elsewhere at the cost of, and for the account of Tenant, and Landlord shall not be responsible for the care or safekeeping thereof whether in transport, storage or otherwise. Tenant hereby waives any claim against Landlord for loss, destruction and/or damage or injury that may be occasioned by any of the previously mentioned acts. In addition to any statutory lien granted to Landlord, this Lease shall be deemed and considered to grant Landlord a security interest in the previously mentioned items and Landlord shall have all the rights of a secured party under the Uniform Commercial Code.

17.2.2. No reentry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting without termination, Landlord may at all times thereafter elect to terminate this Lease for such previous default. Any such reentry shall be allowed by Tenant without hindrance, and Landlord shall not be liable in damages for any such reentry, or guilty of trespass or forcible entry.

17.3. Landlord May Cure Tenant's Defaults. If Tenant shall default in the performing of any covenant or condition of this Lease, Landlord may, at its sole discretion, perform the same for the account of Tenant and Tenant shall reimburse Landlord for any expense incurred therefore together with interest thereon at the highest legal rate. This provision imposes no duty on Landlord nor waives any right of Landlord otherwise provided in this Lease.

18. **Default by Landlord**.

18.1. Landlord's Default. Landlord will be deemed in default or this Lease if Landlord fails to perform or observe any agreement or condition of this Lease on its part to be performed or observed and if such failure continues for thirty (30) days after Tenant provides Landlord with written notice of such failure. If the default is one that cannot be cured within thirty (30) days, Landlord will have such additional time as may be required so long as Landlord diligently pursues the remedy.

18.2. Remedies upon Landlord's Default. If Landlord defaults in the performance of any of the obligations or conditions required to be performed by Landlord under this Lease, Tenant may, after giving notice as provided above, cure the default and deduct the cost thereof from Rent subsequently becoming due hereunder, as its sole and exclusive remedy; under no circumstances, may Tenant terminate this Lease based on a Landlord Default.

19. **Quiet Enjoyment**. Landlord covenants that so long as Tenant pays the Rent and Additional Rent and performs the covenants under this Lease, Tenant is entitled to peaceful and quiet possession and enjoyment of the Premises for the Lease term, subject to the Lease provisions.

20. **Destruction or Damage to Premises from Casualty**.

20.1. If the Premises are destroyed or damaged by fire or other casualty during the Lease term and the Premises are rendered untenantable, Landlord shall have the option to either rebuild or terminate this Lease. Such option shall be exercised by notice in writing to Tenant thirty (30) days of the casualty. If Landlord elects to rebuild, then Landlord shall proceed without unnecessary delay in such rebuilding.

20.2. If the Premises are not rendered untenantable because of such casualty, Landlord shall repair the Premises without unnecessary delay.

20.3. Tenant shall be entitled to a reduction of Rent in proportion to the amount of floor space of which Tenant is deprived the use while rebuilding is occurring or repairs are being made.

21. **Eminent Domain**.

21.1. In the event any portion of the Premises or any of the Tenant Parking Spaces shall be taken by public or quasi-public use or condemned under eminent domain, then at the option of Landlord or Tenant upon the giving of thirty (30) days written notice (after such notice of condemnation), this Lease shall terminate and expire as of the date of such taking and any prepaid rental shall be prorated as of the effective date of such termination. Notwithstanding the foregoing, Tenant may not

terminate this Lease based solely upon a condemnation of the Tenant Parking Spaces if Landlord replaces the condemned Tenant Parking Spaces with the same number of parking spaces within the Terminal parking lot.

21.2. Except as provided in this paragraph, no other taking, appropriation or condemnation shall cause this Lease to be terminated. No such appropriation or condemnation proceeding shall operate as or be deemed an eviction of Tenant or a breach of Landlord's covenant of quiet enjoyment.

21.3. All damages awarded and any good faith deposit made by the condemning authority for such taking under the power of eminent domain whether for the whole or a part of the Premises shall belong to and be the sole property of Landlord whether such damages shall be awarded as compensation for the taking of the fee or diminution in value to the leasehold or to the fee of the Premises; provided, however, that Tenant shall be entitled to any part of a damage award or separate award for Tenant's business damages. Any award (excluding business damages) will be paid to Landlord, and amount of the purchase price to be paid by Tenant upon the exercise of its option will be reduced accordingly.

22. **Estoppel Certificates**.

22.1. Landlord or Tenant shall have the right to request the other party to provide an estoppel certificate, as described below, without charge, 15 days after the requesting party sends a written notice. This estoppel certificate shall consist of a written statement certifying the following information to the requesting party or to any person specified by that party:

22.1.1. Whether the terms of this Lease have been assigned, supplemented, modified or otherwise amended and, if so, specifics of the assignment, supplementation, modification or other amendment.

22.1.2. Whether, to the best of the knowledge of the party providing the certificate, each of the obligations on its part to be performed to date under the Lease have been performed.

22.1.3. Whether Tenant has any offsets, counterclaims, defenses, deductions or credits whatsoever with respect to the Lease.

22.1.4. Whether, as of the date of the certificate, any Rent is due from Tenant under the Lease.

22.1.5. The amount of Base Rent currently payable by Tenant under the Lease and the date through which such Base Rent has been paid.

22.1.6. Attaching a true and correct copy of the Lease including all supplements, modifications or other amendments thereto, or assignments of the Lease.

23. **Miscellaneous Provisions**.

23.1. Public Entity Crimes. As provided in Sections 287.132 through 287.133, Florida Statutes, by entering into this Lease or performing any work in furtherance hereof,

Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

23.2. Scrutinized Companies. As provided in Section 287.135, Florida Statutes by entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who perform hereunder, have not been placed on the Scrutinized Companies Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes. If Landlord determines, using credible information available to the public, that a false certification has been submitted by Tenant, this Lease may be terminated and a civil penalty equal to the greater of Two Million Dollars ($2,000,000) or twice the amount of this Lease shall be imposed, pursuant to Section 287.135, Florida Statutes.

23.3. Recording of Lease. Landlord and Tenant agree that neither this Lease nor any notice or memorandum of this Lease shall be recorded in the public records.

23.4. Accord and Satisfaction. If Tenant pays or Landlord receives any amount that is less than the amount stipulated to be paid under any Lease provision, that payment is considered to be made only on account of an earlier payment of that stipulated amount. No endorsement or statement on any check or letter may be deemed an accord and satisfaction. Landlord may accept any check or payment without prejudice to Landlord's right to recover the balance due or to pursue any other available remedy.

23.5. RADON GAS. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

23.6. Broker Representation. Each party covenants to and represents to the other that neither party has dealt with any real estate broker, sales person or agent in this Lease and each party hereby agrees to indemnify and hold harmless the other from and against any real estate brokers claiming by, through or under them.

23.7. Entity Tenant. If Tenant is a corporation or other entity, the persons executing this Lease on behalf of Tenant hereby covenant, represent and warrant that Tenant is duly organized or duly qualified (if foreign) entity and is authorized to do business in the State where the Premises is located (a copy of evidence thereof to be supplied to Landlord upon request); and that the person or persons executing this Lease on behalf of Tenant is duly authorized to execute, acknowledge, and deliver this Lease to Landlord (a copy of a resolution to that effect to be supplied to Landlord upon request).

23.8. Enforcement. All of the terms and provisions of this Lease, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, estates, successors and permitted assigns.

23.9. Exclusive Venue. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this Lease, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Marion County, Florida.

23.10. JURY WAIVER. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS LEASE, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS LEASE WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

23.11. Notices.

23.11.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by Communication complying with the terms of this paragraph:

23.11.1.1. If to Landlord: Attn: Airport Director, Ocala International Airport, 1770 SW 60th Avenue Ste 600, Ocala, FL 34474; Fax: 352-629-8887; Email: airport@ocalaairport.com or mgrow@ocalafl.gov

a. With a copy to: Contracting Officer, 110 SE Watula Avenue, 3rd Floor, Ocala, FL 34471; Fax: 352-690-2025; Email: notices@ocalafl.org.

23.11.1.2. If to Tenant: Attn: Marisel Brignoni, Current Address, City, FL ZipCode Email: mariselb@gmail.com

23.11.2. Each such Communication shall be deemed delivered:

23.11.2.1. On the date of delivery if by personal delivery;

23.11.2.2. On the date of email transmission if by email (subject to paragraph 23.11.5); and

23.11.2.3. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.

23.11.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.

23.11.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.

23.11.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.

23.11.5. Concerning Communications sent by email:

23.11.5.1. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

23.11.5.2. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

23.11.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

23.11.5.4. The sender must print the email to establish that is was sent (though it need not do so at the time the email was sent); and

23.11.5.5. The sender shall maintain the digital copy of the email in its email system for a period of no less than one (1) year after it was sent.

23.12. Governing Laws. This Lease and all transactions contemplated by this Lease shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.

23.13. Attorney's Fees. If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Lease, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Lease, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

23.14. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

23.15. Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

23.16. Severability Clause. Provisions contained in this Lease that are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.

23.17. Waiver.

23.17.1. A failure to assert any rights or remedies available to a party under the terms of this Lease, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Lease, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

23.17.2. No payment by Tenant or receipt by Landlord or its agents of a lesser amount than the Rent and other charges stipulated in this Lease shall be deemed to be other than a payment on account thereof, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord or its agents may accept such check or payment without prejudice to

Landlord's right to recover the balance of the amount due or to pursue any other remedy provided in this Lease or by applicable Law.

23.18. Time.

23.18.1. Time is of the essence of all of the provisions and terms of this Agreement.

23.18.2. If a time period is five (5) days or less, intervening Saturdays, Sundays or legal holidays will be excluded from the calculation.

23.18.3. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 p.m. on the next ensuing business day.

23.18.4. For purposes of this Agreement, "legal holiday" means: (a) the day set aside by Section 110.117, Florida Statutes, for observing New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day or Christmas Day; (b) the Friday after Thanksgiving; (c) Christmas Eve; (d) if Christmas is on weekend, the Monday after Christmas Day; and (e) any other day upon which the Clerk of the Court of Marion County, Florida, is closed for ordinary business.

23.19. Signatures by Facsimile or Digital Execution. It is the intent and agreement of the parties hereto that the signatures, initials and handwritten or typewritten modifications to this Lease shall be as legally binding upon the parties if in the form of a facsimile or digital execution (such as scanning and emailing) as if the original signatures, initials, and modifications were present on the documents in the hands of each party. Neither party shall assert the statute of frauds nor unenforceability or invalidity of this Lease, or any addendum or modification of this Lease, because of the use of facsimile or digital copies and not originals in any litigation; both parties simply waive and relinquish any such defense.

23.20. Entire Understanding. This Lease represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties. The provisions of this Lease may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Lease signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

23.21. Exhibits.

23.21.1. All exhibits attached hereto are incorporated herein by reference.

23.21.2. The following exhibit are attached to this Lease.

23.21.2.1. **Exhibit A** – Sketch of Real Property and Tenant Parking Spaces.

23.21.2.2. **Exhibit B** – Sketch of Premises.

23.21.2.3. **Exhibit C** – Rules for Terminal.

IN WITNESS WHEREOF, the parties have executed this Lease effective the Effective Date as set forth above.

THIS PART OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES START ON NEXT PAGE

LANDLORD

City of Ocala, a Florida municipal corporation

By: _____
Ire Bethea, Sr., as City Council President

_____
Witness

_____
Print Witness Name

_____
Witness

_____
Print Witness Name

ATTEST:

_____
Angel B. Jacobs
City Clerk

Approved as to form and legality

_____
William E. Sexton, Esq.
City Attorney

Doc ID: 9956f64c787688c308ac227e5644ba38367dc803

TENANT
Ascente Aviation
Marisel Brignoni, Owner

Address
6463 SW 70th CircleOcala, FL 34474
352-718-6111 or 787-721-4201
Email: mariselb@gmail.com

_____
Witness

_____
Print Witness Name

_____
Witness

_____
Print Witness Name

By: _____

Doc ID: 9956f64c787688c308ac227e5644ba38367dc803

EXHIBIT A
SKETCH OF REAL PROPERTY
AND TENANT PARKING SPACES

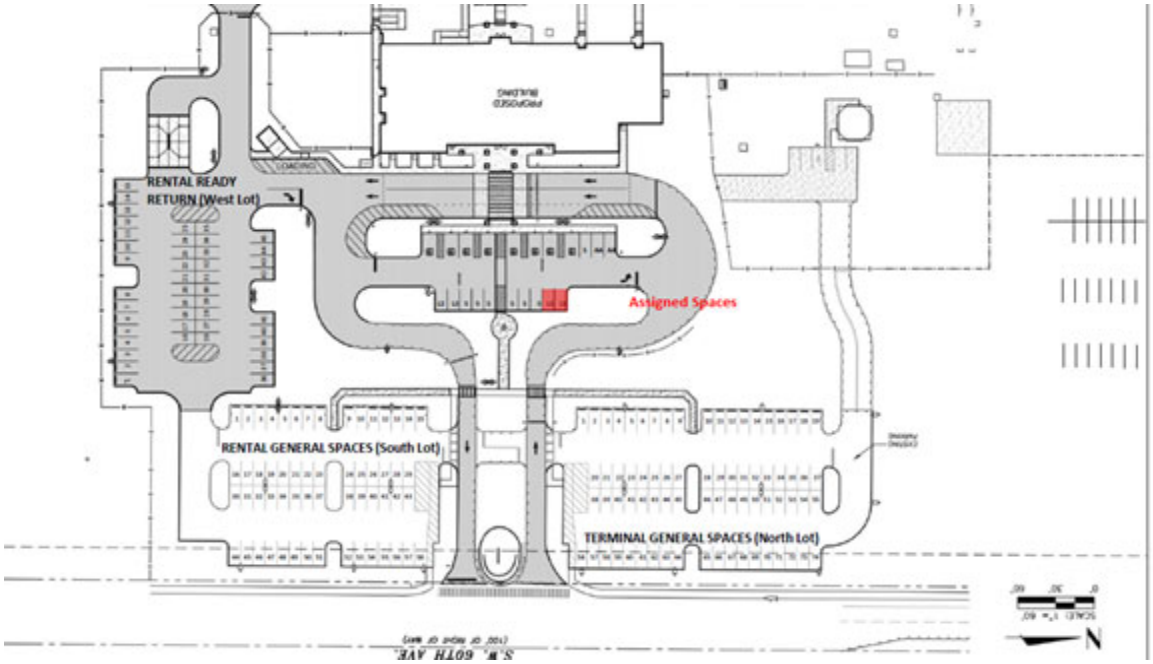


EXHIBIT B
SKETCH OF PREMISES

Detail of Premises labeled as Lease Space #2 as shown on Detail below.

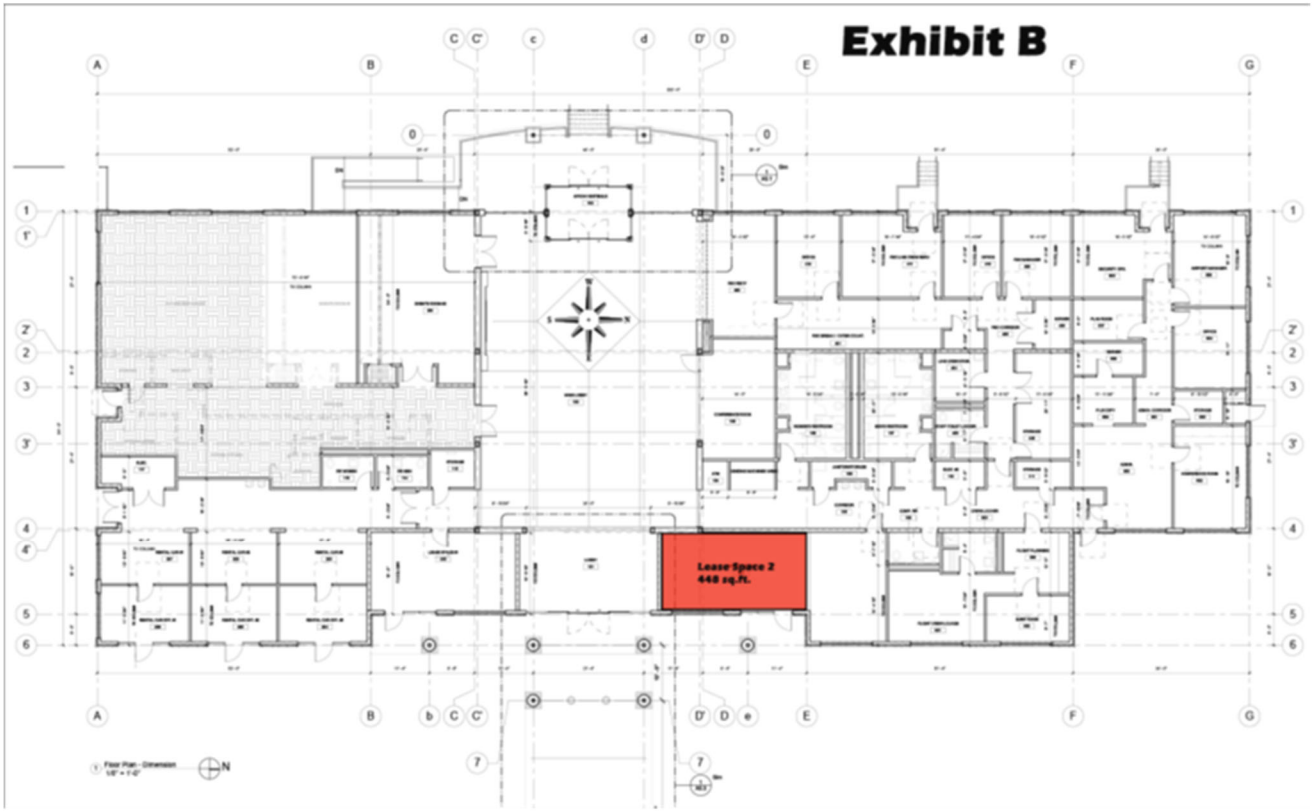


EXHIBIT C
RULES FOR TERMINAL

The following Rules apply to Tenant, and all other occupants of the Terminal (including Landlord):

1. All terms defined in the Lease shall have the same meaning as set forth herein.

2. Tenant shall coordinate the use of the Terminal building meeting/event spaces with Airport Administration.

3. No person shall:

   a. Use or operate any equipment or machinery that, in Landlord's reasonable opinion, is harmful to the building or disturbing to occupants of other parts of the Terminal;

   b. Permit any odor, noise, sound or vibration which may, in Landlord's reasonable opinion, in any material way tend to impair the use of any part of the Terminal or interfere with the business or occupancy of any other occupant, or make or permit any disturbance of any kind in the Terminal, or interfere in any way with other occupants or those having business in the Terminal;

   c. Obstruct any sidewalks, halls, passageways or other Common Areas, or use the same for any purpose other than ingress and egress to and from the Premises, or use the same as a waiting room or lounging place;

   d. Use or permit any of the rest rooms, toilets, water closets, sinks or other apparatus or systems to be used for any purpose other than those for which they were constructed, or permit any sweepings, rubbish, rags, ashes, chemicals, refuse or other unsuitable substances to be thrown or placed in any of them;

   e. Place or allow to be placed any items on the outside of the Terminal or on the windows, window sills or projections of them that could be visible from outside the Terminal, or attach any awnings, antennae or other projections to the roof or outside walls of the Premises or the Terminal, or enter upon the roof of the Terminal;

   f. Bring in or remove from the Terminal any heavy or bulky objects except by experienced movers or riggers approved by Landlord and only after Tenant shall have notified Landlord of the weight and size of the objects and the time, method and manner of bringing in or removing the same, or bring in or remove from the Terminal any furniture or freight except during the hours designated by Landlord;

   g. Use electricity in the Premises in excess of the capacity of any of the electrical apparatus in or service to the Premises, or add to or alter the electrical systems serving the Premises; and

   h. Make any room-to-room canvass to solicit business from other occupants of the Terminal.

4. No solicitors shall be allowed in the Terminal, and if present, shall be reported by Tenant to Landlord.

5. The Terminal is a "No Smoking" building. No person may smoke tobacco or any other matter except in the portions of the Common Area designated as a "Smoking Area" by Landlord. The currently designated areas are: the sidewalk area on the East end of the covered Terminal entrance and the sidewalk area immediately South of the building near the trash dumpster enclosure. Ash/cigarette disposal towers are installed at these locations.

6. Each occupant shall be responsible for the observance of all of the Rules and regulations by its employees, agents, clients, customers, invitees, and guests.

7. Electric wiring of every kind shall be introduced and connected as directed by Landlord and no boring or cutting for wires will be allowed except with the consent of Landlord. The location of telephones, call boxes, etc., shall be prescribed by Landlord.

8. Nothing shall be thrown out of the windows of the Terminal.

SLACK
JOHNSTON
MAGENHEIMER
REAL ESTATE APPRAISERS & CONSULTANTS

7245 SW 87 AVENUE, SUITE 300
MIAMI, FLORIDA 33173

APPRAISAL OF REAL PROPERTY

FAIR MARKET ANNUAL RENT ESTIMATE FOR VARIOUS PROPERTIES AT THE OCALA INTERNATIONAL AIRPORT (OCF), OCALA, MARION COUNTY, FLORIDA

APPRAISAL REPORT
SJM FILE: 25426B

PREPARED FOR

MR. ROBERT OVERBY
MCFARLAND JOHNSON, INC.
49 COURT STREET, SUITE 240
BINGHAMTON, NEW YORK 13902

SLACK
JOHNSTON
MAGENHEIMER
REAL ESTATE APPRAISERS & CONSULTANTS

ANDREW H. MAGENHEIMER, MAI
CERT. GEN. RZ1073

THEODORE W. SLACK, MAI
(1902- 1992)
THEODORE C. SLACK, MAI
(1931-2015)
SUE BARRETT SLACK, MAI
(RETIRED)

December 16, 2025

Mr. Robert Overby
McFarland Johnson, Inc.
49 Court Street, Suite 240
Binghamton, New York 13902

RE: Appraisal of Real Property – Fair Market Annual Rent Estimates for various properties at the Ocala International Airport (OCF), Ocala, Marion County, Florida
SJM File: 25426B

Dear Mr. Overby:

At your request, we have prepared an appraisal report of the fair market rent estimates for the above referenced property at the Ocala International Airport (OCF) as of October 8, 2025, the date of valuation and property visit. OCF is a general aviation airport owned and operated by the City of Ocala. The client and intended user is McFarland Johnson, Inc. (MJI). Additional intended users include the City of Ocala, OCF and Federal Aviation Administration. The intended use of this report is to assist MJI and their clients, City of Ocala and OCF, in negotiating the future rent for the subject property as described herein.

For purposes of this report, the subject property includes terminal office space and aeronautical land at OCF. The OCF main terminal is located at 1770 SW 60 Avenue and was constructed in 2020. The terminal contains a total area of about 17,500 square feet and consists of various spaces including include common areas (corridors, bathrooms, passenger terminal, conference rooms etc.), fixed base operator (FBO) space, professional office space, rental car space (office and counter areas) and restaurant space. The scope of this appraisal includes an estimate of the annual fair market rent for the office space within the terminal. The scope of this appraisal also includes an estimate of the fair market annual rent for the aeronautical land at the airport.

The scope of our analysis included a visit to the airport and the property, as well as market research concerning similar properties located at OCF and other airports. This analysis includes an estimate of the fair market annual rent for the terminal office space and aeronautical land as described herein based on a comparison with other rental rates for similar aeronautical properties within the competitive market area consistent with the definition of market rent.

SLACK, JOHNSTON & MAGENHEIMER, INC.
7245 SW 87 AVENUE, SUITE 300, MIAMI, FLORIDA 33173
TELEPHONE: (305) 670-2111 • EMAIL: INFO@SJMIAMI.COM • WEBSITE: SJMIAMI.COM

Mr. Robert Overby
December 16, 2025

The appraisal report states our opinion of market value, subject to various assumptions and limiting conditions contained in this appraisal report. The property visit and analyses forming the basis of our valuation have been performed by the undersigned. The appraisal has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation.

Respectfully submitted,

SLACK, JOHNSTON & MAGENHEIMER, INC.



Andrew H. Magenheimer, MAI
CERT. GEN. RZ1073

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SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Appraised:	Terminal office space and aeronautical land at the Ocala International Airport (OCF), Ocala, Marion County, Florida
Property Type:	Terminal office space and aeronautical land
Marion County Property	
Appraisers Office 2025	23320-000-00
Land Value	$24,337,500
Improvement Value	$ 7,366,754
Total Assessment Value	$31,704,254
Ad Valorem Taxes	$0 (exempt)
Fee Simple Ownership:	City of Ocala 110 SE Watula Avenue Ocala, Florida 34471
Interest Appraised:	Fair market annual rental
Improvements:	Three offices within the general aviation terminal that range in size from 313 to 438 square feet.
Airport Land Use:	Employment Center
Airport Zoning:	GU (Government Use); Airport Overlay Zone
Highest and Best Use:	Continued Use
Date of Valuation:	October 8, 2025
Date of Report:	December 16, 2025
Value Indications -	Fair Market Annual Rent Per Square Foot
Terminal Office Space	$37.50 (1)
Aeronautical Land	$0.35

Note 1: Rent on a full service basis

Aerial Photograph – OCF Terminal



CERTIFICATION

We certify that, to the best of our knowledge and belief, ...

- the statements of fact contained in this report are true and correct.

- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.

- we have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.

- we have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

- our engagement in this assignment was not contingent upon developing or reporting predetermined results.

- compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

- the analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice (USPAP).

- the undersigned has made a personal inspection of the property that is the subject of this report.

- no one provided significant real property appraisal assistance to the persons signing this certification.

- we have not performed services regarding the subject property within the prior three years.

- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

- as of the date of this report, Andrew H. Magenheimer has completed the continuing education program for Designated Members of the Appraisal Institute.

SLACK, JOHNSTON & MAGENHEIMER, INC.



Andrew H. Magenheimer, MAI
CERT. GEN. RZ1073

ASSUMPTIONS AND LIMITING CONDITIONS

The appraisal is subject to the following assumptions and limiting conditions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. No legal opinion related to a title search was provided and all existing liens and encumbrances, including deed restrictions and developers agreements, have not been investigated unless otherwise stated. The property is appraised as though free and clear.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others has been gathered from sources deemed to be reliable, however, no warranty is given for its accuracy.

5. All engineering and surveying is assumed to be correct. Any sketches, plats, or drawings included in this report are included to assist the reader in visualizing the property. We have made no survey of the property, and assume no responsibility in connection with such matters.

6. It is assumed that there are no hidden or inapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for unusual soil conditions and no opinion as to these matters is to be inferred or construed from the attached report other than those specifically stated in the report. Unless stated otherwise, the soil conditions of the subject property are assumed to be adequate to support development utilizing conventional construction techniques. We recommend the client obtain an opinion from a competent engineering firm.

7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.

9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

11. Any proposed or partially completed improvements included in this report are assumed to be completed in accordance with approved plans and specifications and in a workmanlike manner.

12. Our estimates of future values were formulated based upon market conditions as of the date of appraisal, considerate of future projections concerning supply and demand. The appraiser has no responsibility for significant events that alter market conditions subsequent to the effective date or dates of appraisal.

13. This study is to be used in whole and not in part. No part of it shall be used in conjunction with any other appraisal. Publication of this report or any portion thereof without the written consent of the appraiser is not permitted.

14. The appraiser, by reason of this report, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

15. Neither all, nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the appraiser. The use of this report in any public offering or syndication document is specifically prohibited.

16. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. It is recommended that the client retain an expert in this field, if needed.

17. Disclosure of the contents of this report by the appraiser is controlled by the Appraisal Institute of which one or more signatures of this report is an MAI member and by the Florida Department of Professional Regulation, Division of Appraisal State Certification. The analysis and value conclusions, as well as non-public information about the subject property, are confidential matters and cannot be divulged to any persons other than the party for whom the report is prepared.

Exceptions to this confidentiality provision are requests by committees of the Appraisal Institute or the Florida Department of Professional Regulations for peer review, and subpoenas by any court having jurisdiction to request production of the report.

Appraisal Assumptions

18. This appraisal assumes the subject property is free and clear of any environmental contamination associated with past and present airport use. The analysis of environmental contamination is beyond our expertise and Phase I and II environmental audits are recommended for the property. The existence of environmental contamination could have a significant effect on the value conclusions within this report.

    Acceptance or use of this report constitutes acceptance of the preceding conditions.

OWNERSHIP, LEGAL DESCRIPTION AND HISTORY OF THE PROPERTY

Ownership

OCF is owned and operated by the City of Ocala, 110 SE Watula Avenue, Ocala, Florida 34471. Ocala has a five-member Airport Advisory Board appointed by the City Council. The subject land and building are represented to be property of the City of Ocala. There are no known transfers of ownership of the subject property within the past five years. It should be clearly understood that the identification of ownership and title analysis was not performed and is beyond the scope of this appraisal.

Legal Description

A legal description for the subject property was not provided or reviewed and is not considered relevant to provide a credible opinion of value.

Property History

The construction of the Ocala International Airport (OCF) was completed in 1968 and replaced the original Jim Taylor Field that was built in 1928 and located near moder-day downtown Ocala. The original OCF included a single runway (18/36; 5,006 feet), taxiway, ramp and terminal facilities. In the early 1970's, a crosswind runway (08/26; 3,010 feet), and related taxiways was constructed at the north end of the airfield. In 1980's,the primary runway was extended (18/36; 7,467 feet) to its current configuration to increase capacity. During this time OCF expanded to add an air traffic control tower, apron expansion and construction of additional facilities (hangars, T-hangars, etc.). OCF originally had limited commercial airline services which ended in the 1980s. In 2020, OCF constructed a new general aviation terminal facility that includes offices, FBO space, rental car counters and restaurant. Over time, OCF has continued to develop facilities to meet the needs of the community and has maintained a Part 139 certification, Class IV air-carrier airport from the FAA. Currently, primary aviation services are provided by the Sheltair Aviation, a full-service fixed base operator (FBO).

As noted, for purposes of this report, the subject property includes terminal office space and aeronautical land at OCF. The OCF main terminal is located at 1770 SW 60 Avenue, was constructed in 2020 and contains a total area of about 17,500 square feet. The terminal includes three demised office spaces within the new terminal building that range in size from 313 to 438 square feet. The current rent for office space within the terminal is $30.00 per square foot on a full service basis. The scope of this appraisal also includes an estimate of the fair market annual rent for the aeronautical land at the airport. Current aeronautical land rental rates at OCF range from $0.08 to $0.58 per square foot. The range of aeronautical land rental rates are attributable to the age the lease and rental escalations included in the respective leases.

INTENDED USE, INTENDED USER AND DATE OF THE APPRAISAL

The scope of our analysis is to provide an indication of the annual fair market rent for the subject property as described herein. The date of valuation is October 8, 2025 and the date of the report is December 16, 2025. The client and intended user of this report is McFarland Johnson, Inc. (MJI). Additional intended users include the City of Ocala, OCF and Federal Aviation Administration. It is our understanding the intended use of the appraisal is to assist MJI and their client, OCF, in negotiating future leases. There are no other intended uses or intended users of this report.

SCOPE OF THE APPRAISAL

The scope of this appraisal report is to provide an analysis of the subject property and its surrounding environment in order to estimate its highest and best use and fair market annual rent for the subject property as described herein. We have made a recent visit to the property and reviewed factual data concerning its condition. The data reviewed included available lease, land use plan and other items provided by the client.

This appraisal included an estimation of the highest and best use of the property. This analysis includes a visit to the property, gathering information concerning potential uses of the property, as well as a review of market conditions for the property. The subject property is considered by OCF to be aeronautical property due to its land use designation and location adjacent to the OCF Airport Operating Area (AOA).

After concluding the highest and best use, the valuation methods are considered. Our estimate of the fair market rental rate for the hangar building that comprises the subject property was primarily based on market research of general aviation airport rental rates for similar properties on a statewide basis. In this analysis, we have spoken with aviation consultants on a national basis, as well as reviewed local and national surveys of airport rates and charges. In addition, we periodically survey numerous airports within the State of Florida.

Our survey included a review of the method of establishing rental rates and charges. Generally, airport properties within Florida do not sell and; therefore, determining rental rates and charges based on capitalization rates and sales prices is not possible. There are two generally acceptable methods of estimating rental rates: 1) market comparative analysis based on market research and 2) a comparison of non-airport (off-port) land values and improvement values to airport (on-port) properties.

It is our opinion that the on-port/off-port method of estimating rental rates for aeronautical property is not a reliable way of estimating market rents, especially when comparable airport rental information is available. Inherent in real estate is the bundle of rights each

property possesses. In most areas, aeronautical properties are owned by aviation authorities and may only be used by leasing the property. In addition to the ownership differences in non-aviation and aeronautical property, the permitted use of properties differ greatly. Generally, the FAA mandates that aeronautical properties may only be used for aeronautical related uses; therefore, it is difficult to quantify the impact of this restriction on airport properties and relate it to a unit of comparison for estimating rental rates with properties of different use.

Furthermore, market rent is generally defined as the rent a property would command as indicated by the current rents paid and asked for similar property. It is our opinion that the restriction of use of aeronautical property is so finite that they cannot be compared to non-aviation property.

It is our opinion that market research produces the best method of estimating market rental rates between similar property types. This method serves as the basis for our estimation of the fair market annual rent for the subject property.

As stated, we periodically survey airports within Florida. The primary emphasis of our survey is general aviation rates and charges, including a variety of general aviation, as well as non hub and small hub commercial airports. For the purpose of this analysis and in consideration of the general aviation primary use of OCF, our analysis has focused on general aviation and smaller commercial airports in Florida. The airports have been compared based on location, size, annual operations and other activity statistics. The data collected includes statistical information described above, as well as rates and charges for various types of airport properties.

For the purpose of this analysis, the annual terminal office and aeronautical land rental rates at general aviation airports were the focus of our analysis. The valuation section of this report will further discuss the comparison of airport properties and the valuation conclusions.

DEFINITION OF VALUE AND INTEREST APPRAISED

The Uniform Standards of Professional Appraisal Practice (USPAP 2024) defines **Market Value** as a type of value, stated as an opinion, that presumes the transfer of a property (i.e. a right of ownership or a bundle of rights), as of a certain date, under specific conditions set forth in the value definition that is identified by the appraiser as applicable in an appraisal.

We have relied on the Dictionary of Real Estate Appraisal, Seventh Edition, definition of **Market Value** as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Federal Register 77472, Volume 75, No. 237, December 10, 2010)

Other pertinent definitions from the Dictionary of Real Estate Appraisal, Seventh Edition, as follows:

Fee Simple Estate is the "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Leased Fee Interest is "a freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease)".

Leasehold Interest is the "interest held by a lessee (tenant) through a lease transferring the rights of use and occupancy for a stated term under certain conditions."

Market Rent is "the most probable rent that a property should bring in a competitive and open market reflecting all conditions requisite to a fair lease transaction, the lessee and lessor each acting prudently and knowledgeably, and assuming the rent is not affected by

undue stimulus. Implicit in this definition is the execution of a lease as of a specified date under conditions whereby:

- Lessee and lessor are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their best interests;
- Payment is made in terms of cash or in terms of financial arrangements comparable thereto; and
- The rent reflects specified terms and conditions typically found in that market, such as permitted uses, use restrictions, expense obligations, duration, concessions, rental adjustments and reevaluations, renewal and purchase options, frequency of payments (annual, monthly, etc.), and tenant improvements (TIs)."

AREA DISCUSSION

The Ocala International Airport (OCF) is located in west central Marion County in Florida. OCF is more specifically located in the vicinity of the intersection of Highway 40 and N.W. 60 Avenue, approximately five miles west of downtown Ocala. The recipients of this report are familiar with Marion County and Ocala areas and the area analysis is therefore limited.



AVIATION OVERVIEW

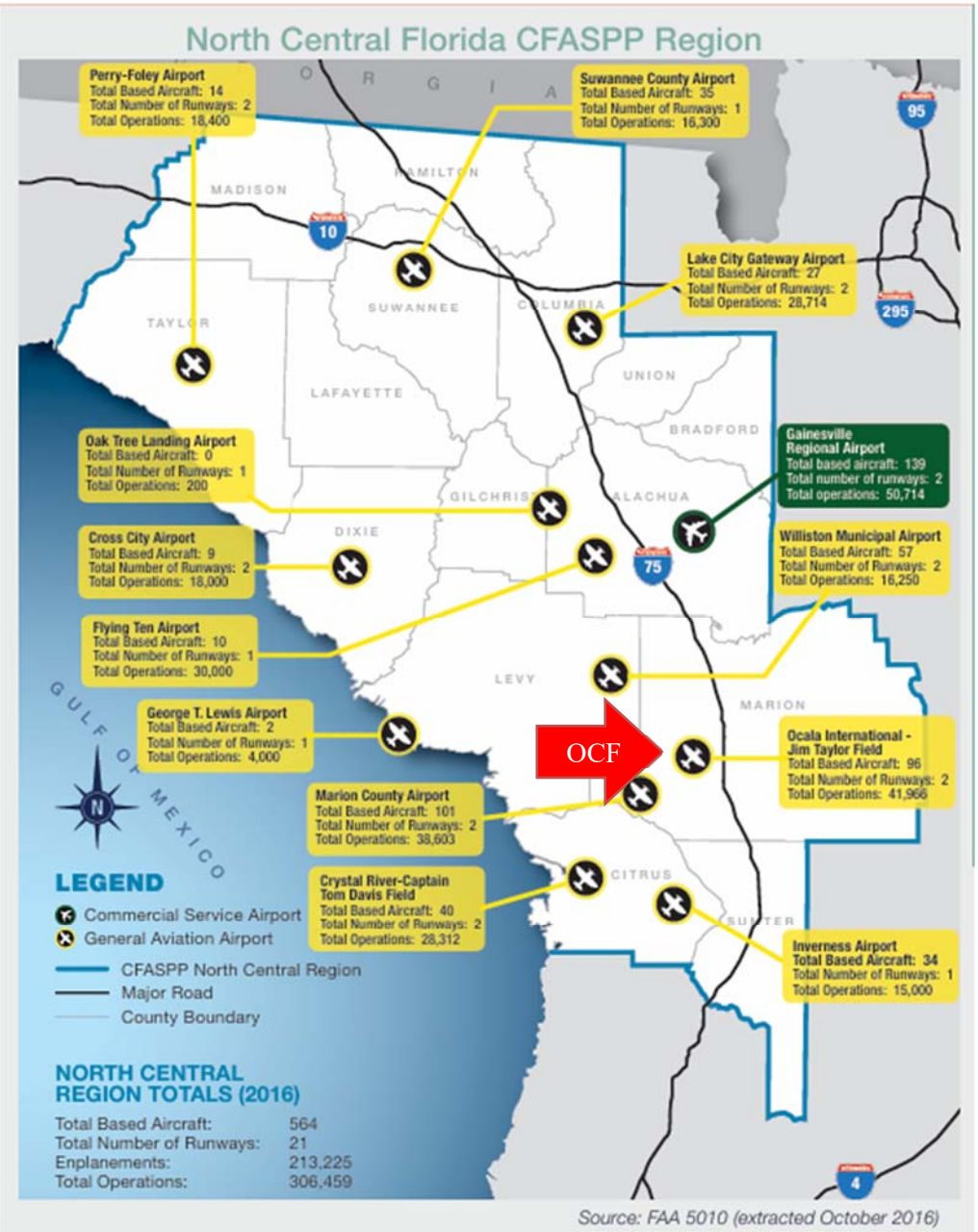
The aviation industry in north central Florida is characterized by numerous smaller general aviation airports with one regional non hub commercial service airport located in the vicinity of an area of population concentration. It was noted, OCF is classified as a FAA Part 139 commercial service airport, although there is currently no commercial service at the airport. According to a review of the most recently published FAA's "Airport Activity Statistics of Certified Route Air Carriers" and hub classifications, the local regional commercial airport is as follows:

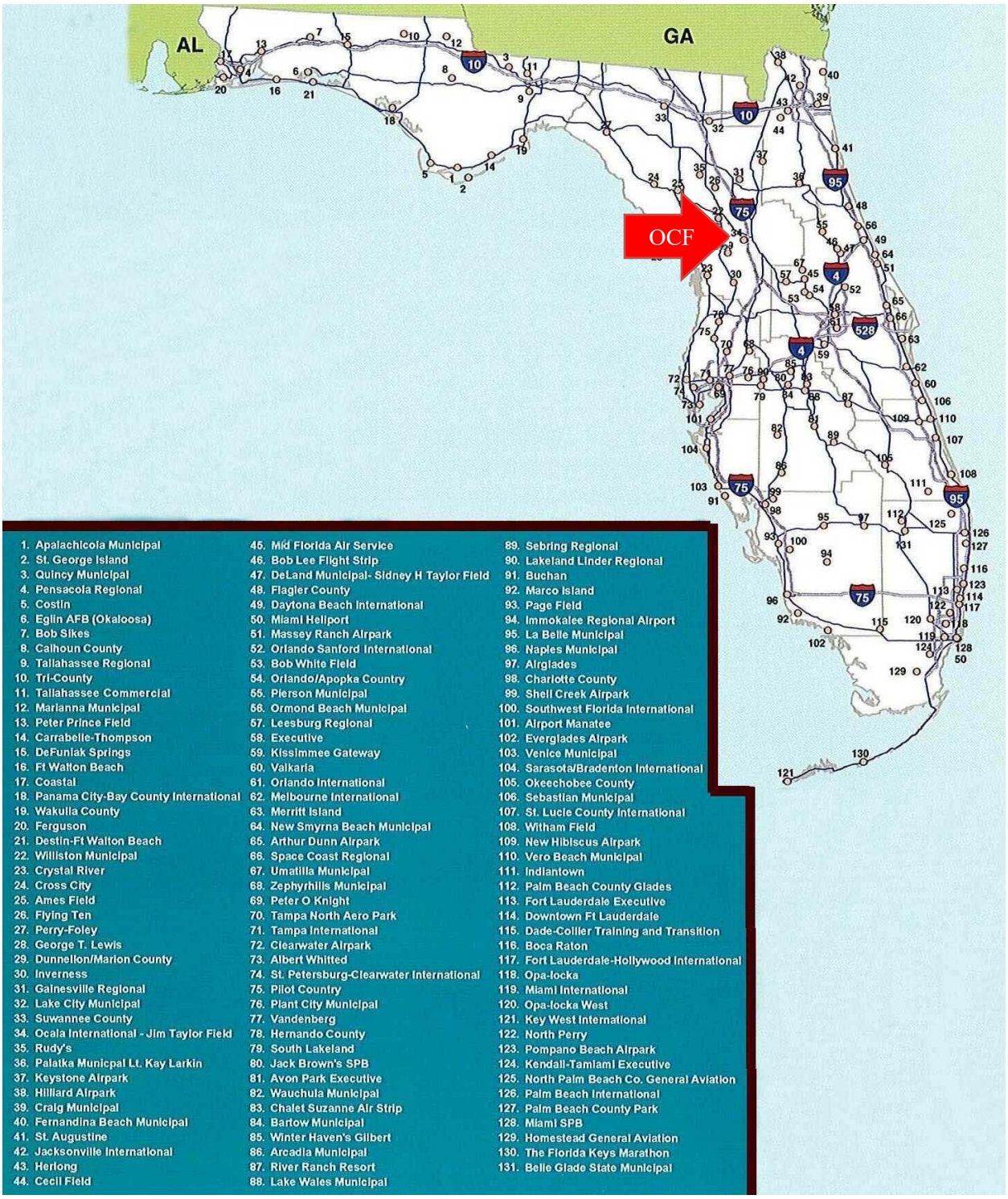
Airport	CY 2024 Enplanements	Hub Size
Gainesville Regional	290,563	Non

A review of the "Florida Aviation System Plan 2035" (FASP) prepared by the Florida Department of Transportation (FDOT) and Federal Aviation Administration (FAA) identifies 131 public airports in Florida. The FASP classifies airports within Florida into two general categories: Commercial Service and General Aviation. Within Florida, the FASP identifies 19 commercial airports and 112 community (general aviation) airports. The FASP divides the state into nine regions and identifies the airports within each region according to the use classification. OCF is classified as a "general aviation" airport. The FASP identifies the public airports in the North Central Florida region as follows:

Commercial Airports	Community Airports	Community Airports
Gainesville Reg'l	Suwannee County	Flying Ten
	Lake City Gateway	Williston Municipal
	Perry-Foley	Ocala Int'l
	Oak Tree Landing	Crystal River
	Cross City	George T. Lewis
	Inverness	Marion County

The FASP is useful in establishing the universe of airports within the state and segregating the airports based on use characteristics. The FASP helps identify the airports which are similar in terms of geographic location and use.


North Central Florida CFASPP Region
Perry-Foley Airport
Total Based Aircraft: 14
Total Number of Runways: 2
Total Operations: 18,400
Suwannee County Airport
Total Based Aircraft: 35
Total Number of Runways: 1
Total Operations: 16,300
Lake City Gateway Airport
Total Based Aircraft: 27
Total Number of Runways: 2
Total Operations: 28,714
Oak Tree Landing Airport
Total Based Aircraft: 0
Total Number of Runways: 1
Total Operations: 200
Gainesville Regional Airport
Total based aircraft: 139
Total number of runways: 2
Total operations: 50,714
Cross City Airport
Total Based Aircraft: 9
Total Number of Runways: 2
Total Operations: 18,000
Williston Municipal Airport
Total Based Aircraft: 57
Total Number of Runways: 2
Total Operations: 16,250
Flying Ten Airport
Total Based Aircraft: 10
Total Number of Runways: 1
Total Operations: 30,000
George T. Lewis Airport
Total Based Aircraft: 2
Total Number of Runways: 1
Total Operations: 4,000
OCF
Ocala International - Jim Taylor Field
Total Based Aircraft: 96
Total Number of Runways: 2
Total Operations: 41,966
Marion County Airport
Total Based Aircraft: 101
Total Number of Runways: 2
Total Operations: 38,603
Crystal River-Captain Tom Davis Field
Total Based Aircraft: 40
Total Number of Runways: 2
Total Operations: 28,312
Inverness Airport
Total Based Aircraft: 34
Total Number of Runways: 1
Total Operations: 15,000
MADISON
SUWANNEE
TAYLOR
LAFAYETTE
UNION
BRADFORD
DIXIE
LEVY
MARION
CITRUS
SUMTER
GULF OF MEXICO
LEGEND
Commercial Service Airport
General Aviation Airport
CFASPP North Central Region
Major Road
County Boundary
NORTH CENTRAL REGION TOTALS (2016)
Total Based Aircraft: 564
Total Number of Runways: 21
Enplanements: 213,225
Total Operations: 306,459
Source: FAA 5010 (extracted October 2016)


AL
GA
OCF
1. Apalachicola Municipal
2. St. George Island
3. Quincy Municipal
4. Pensacola Regional
5. Costin
6. Eglin AFB (Okaloosa)
7. Bob Sikes
8. Calhoun County
9. Tallahassee Regional
10. Tri-County
11. Tallahassee Commercial
12. Marianna Municipal
13. Peter Prince Field
14. Carrabelle-Thompson
15. DeFuniak Springs
16. Ft Walton Beach
17. Coastal
18. Panama City-Bay County International
19. Wakulla County
20. Ferguson
21. Destin-Ft Walton Beach
22. Williston Municipal
23. Crystal River
24. Cross City
25. Ames Field
26. Flying Ten
27. Perry-Foley
28. George T. Lewis
29. Dunnellon/Marion County
30. Inverness
31. Gainesville Regional
32. Lake City Municipal
33. Suwannee County
34. Ocala International - Jim Taylor Field
35. Rudy's
36. Palatka Municipal Lt. Kay Larkin
37. Keystone Airpark
38. Hilliard Airpark
39. Craig Municipal
40. Fernandina Beach Municipal
41. St. Augustine
42. Jacksonville International
43. Herlong
44. Cecil Field
45. Mid Florida Air Service
46. Bob Lee Flight Strip
47. DeLand Municipal- Sidney H Taylor Field
48. Flagler County
49. Daytona Beach International
50. Miami Heliport
51. Massey Ranch Airpark
52. Orlando Sanford International
53. Bob White Field
54. Orlando/Apopka Country
55. Pierson Municipal
56. Ormond Beach Municipal
57. Leesburg Regional
58. Executive
59. Kissimmee Gateway
60. Valkaria
61. Orlando International
62. Melbourne International
63. Merritt Island
64. New Smyrna Beach Municipal
65. Arthur Dunn Airpark
66. Space Coast Regional
67. Umatilla Municipal
68. Zephyrhills Municipal
69. Peter O Knight
70. Tampa North Aero Park
71. Tampa International
72. Clearwater Airpark
73. Albert Whitted
74. St. Petersburg-Clearwater International
75. Pilot Country
76. Plant City Municipal
77. Vandenberg
78. Hernando County
79. South Lakeland
80. Jack Brown's SPB
81. Avon Park Executive
82. Wauchula Municipal
83. Chalet Suzanne Air Strip
84. Bartow Municipal
85. Winter Haven's Gilbert
86. Arcadia Municipal
87. River Ranch Resort
88. Lake Wales Municipal
89. Sebring Regional
90. Lakeland Linder Regional
91. Buchan
92. Marco Island
93. Page Field
94. Immokalee Regional Airport
95. La Belle Municipal
96. Naples Municipal
97. Airglades
98. Charlotte County
99. Shell Creek Airpark
100. Southwest Florida International
101. Airport Manatee
102. Everglades Airpark
103. Venice Municipal
104. Sarasota/Bradenton International
105. Okeechobee County
106. Sebastian Municipal
107. St. Lucie County International
108. Witham Field
109. New Hibiscus Airpark
110. Vero Beach Municipal
111. Indiantown
112. Palm Beach County Glades
113. Fort Lauderdale Executive
114. Downtown Ft Lauderdale
115. Dade-Collier Training and Transition
116. Boca Raton
117. Fort Lauderdale-Hollywood International
118. Opa-locka
119. Miami International
120. Opa-locka West
121. Key West International
122. North Perry
123. Pompano Beach Airpark
124. Kendall-Tamiami Executive
125. North Palm Beach Co. General Aviation
126. Palm Beach International
127. Palm Beach County Park
128. Miami SPB
129. Homestead General Aviation
130. The Florida Keys Marathon
131. Belle Glade State Municipal

Ocala International Airport (OCF)

Ocala International Airport (OCF) is located in west central Marion County and is owned and operated by the City of Ocala. Ocala has a five-member Airport Advisory Board appointed by the City Council. As noted, OCF is classified as a FAA Part 139 commercial service airport, although there is currently no commercial service at the airport. OCF currently serves corporate, training and recreational general aviation needs of Marion County.

The airport property contains about 1,532 acres and is comprised of both aeronautical and non-aeronautical uses. The aeronautical land is the property included in the Airport Operating Area (AOA). The AOA is generally referred to as the area around the airport "inside the fence" and includes the runways, ramps, control tower, general aviation and support areas.

The aeronautical land at the airport is mostly developed with several different general aviation improvements including t-hangars, corporate hangars and a central FBO facility. The improvements at the airport consist of the original airport improvements, as well as tenant-constructed improvements. There is available aeronautical land for additional development. OCF has two runways in a 08-26, 18-36 configuration. The following is a summary of the airport facilities:

<u>Location</u>	
Coordinates:	N 29°10.31' W 82°13.45'
Elevation:	90'
<u>Airport Facilities</u>	
Hours of Operation:	1100-0200Z
Certification:	FAA Part 139, Class IV
Control Tower:	Yes
U.S. Customs:	No
Fire/Rescue Station:	No; OCF has an ARFF truck on-site
Runways:	18-36 7,467' x 150' Grooved Asphalt, S-60 D-125, 2D-220 08-26 3,009' x 50' Asphalt, S-30
Approaches:	ILS, GPS, Vortac
Lighting:	Beacon Runway 18-36 - HIRL, PAPI, MALSR.PAPI Runway 08-26 - None


Ocala International Airport

DME-	UHF Standard Distance Measuring Equipment
GPS-	Global Positioning System
MIRL-	Medium Intensity Runway Lighting
ILS-	Instrument Land System
MALSR-	Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights
REIL-	Runway End Identifier Lights
PAPI-	Precision Approach Path Indicator
RNAV-	Radio Navigation Aids
VASI-	Visual Approach Slope Indicator

BLDG NO.	EXISTING AIRPORT FACILITIES
(1A)	BOX HANGAR (12'X12')
(1B)	AIRPORT ADMINISTRATION BOX HANGAR (82'X72')
(1C)	WATER SEWER LIFT STATION/PUMP STATION
(2A)	CONTAC
(2B)	LOCALIZER
(3A)	BOX HANGAR (100'X124')
(3B)	FUEL FARM (TO BE RELOCATED)
(4A)	T-HANGARS (78'X100')
(4B)	T-HANGARS (78'X100')
(4C)	T-HANGARS (78'X100')
(4D)	T-HANGARS (53'X100')
(4E)	T-HANGARS (78'X100')
(4F)	T-HANGARS (78'X100')
(4G)	T-HANGARS (78'X100')
(4H)	T-HANGARS (78'X100')
(4I)	T-HANGARS (78'X100')
(4J)	T-HANGARS (78'X100')
(4K)	T-HANGARS (78'X100')
(4L)	T-HANGARS (78'X100')
(4M)	T-HANGARS (78'X100')
(4N)	T-HANGARS (78'X100')
(4O)	T-HANGARS (78'X100')
(4P)	T-HANGARS (78'X100')
(4Q)	T-HANGARS (78'X100')
(4R)	T-HANGARS (78'X100')
(4S)	T-HANGARS (78'X100')
(4T)	T-HANGARS (78'X100')
(4U)	T-HANGARS (78'X100')
(4V)	T-HANGARS (78'X100')
(4W)	T-HANGARS (78'X100')
(4X)	T-HANGARS (78'X100')
(4Y)	T-HANGARS (78'X100')
(4Z)	T-HANGARS (78'X100')
(5A)	OFFICE/BOX HANGAR (80'X100')
(5B)	OFFICE/BOX HANGAR (80'X100')
(6A)	BOX HANGAR (100'X100')
(6B)	SELF SERVE FUEL STATION
(6C)	STORAGE SHED
(6D)	ELECTRICAL VAULT
(7A)	AIR TRAFFIC CONTROL TOWER
(7B)	AIRPORT TERMINAL
(8A)	OFFICE
(8B)	BOX HANGAR (82'X82')
(8C)	BOX HANGAR (78'X102')
(8D)	BOX HANGAR (78'X102')
(8E)	OFFICE / BOX HANGAR (80'X114')
(8F)	BOX HANGAR (100'X100')
(8G)	OFFICE/BOX HANGAR (110'X70')
(8H)	BOX HANGAR (62'X72')
(8I)	BOX HANGAR (62'X80')
(8J)	BOX HANGAR (62'X72')
(8K)	OFFICE/BOX HANGAR (120'X128')
(8L)	OFFICE/BOX HANGAR (142'X154')

GATE NO.	GATE DESCRIPTION	GATE TYPE
1	ATCT VEHICLE ACCESS TO 40A	MANUAL
1A	ATCT PEDESTRIAN	MANUAL
2	QUEST AVIONICS/FLIGHT SCHOOL VEHICLE GATE	ELECTRIC/CARD READER
2A	QUEST AVIONICS/FLIGHT SCHOOL PEDESTRIAN SOUTH	ELECTRIC/CARD READER
3B	QUEST AVIONICS/FLIGHT SCHOOL PEDESTRIAN NORTH	MANUAL
3	LANDMARK AVIATION (TBD) VEHICLE GATE	ELECTRIC/CARD READER
3A	LANDMARK AVIATION (TBD) PEDESTRIAN GATE — 24 HOUR ACCESS GATE	ELECTRIC/CARD READER
3B	T-HANGAR PEDESTRIAN GATE TO SW 80TH AVE	MANUAL
PG1	PRIVATE VEHICLE GATE MAINTENANCE FACILITY	PRIVATE
4	AIRPORT ADMINISTRATION VEHICLE GATE	ELECTRIC/CARD READER
4A	AIRPORT ADMINISTRATION PEDESTRIAN GATE	ELECTRIC/CARD READER
PG2	PRIVATE VEHICLE GATE	ELECTRIC/CARD READER
5	VEHICLE ACCESS EAST PERIMETER FENCE TO SW 80TH AVE	MANUAL
6	VEHICLE ACCESS NORTH PERIMETER FENCE	MANUAL
7	VEHICLE ACCESS NORTH PERIMETER FENCE	MANUAL
7A	PEDESTRIAN GATE NORTH PERIMETER FENCE	MANUAL
8	VEHICLE ACCESS GATE, NORTHWEST CORNER TO SW 67TH AVE	MANUAL
9	VEHICLE ACCESS GATE	MANUAL
10	VEHICLE ACCESS GATE TO ARGO AREA	MANUAL
11	VEHICLE ACCESS GATE SOUTHWEST FENCE TO WATER SEWER LIFT STATION	MANUAL
12	VEHICLE ACCESS TO SOUTH PERIMETER FENCE	MANUAL
13	VEHICLE ACCESS SOUTHEAST PERIMETER FENCE	MANUAL
14	VEHICLE ACCESS GATE TO ACTO TWY	MANUAL
15	VEHICLE ACCESS GATE TO A-10 TWY	MANUAL
16	VEHICLE ACCESS GATE TO HEN-A-PORT	ELECTRIC/CARD READER
17	LIFT STATION ACCESS GATE	MANUAL
PG3	PRIVATE VEHICLE GATE CORPORATE HANGAR	PRIVATE
17	EMERGENCY GATE	ELECTRIC/CARD READER
17A	VEHICLE ACCESS GATE CORPORATE HANGAR	ELECTRIC/CARD READER
PG4	PRIVATE VEHICLE GATE CORPORATE HANGAR	PRIVATE
18	VEHICLE ACCESS GATE	MANUAL
PG5	PRIVATE VEHICLE ACCESS GATE CORPORATE HANGAR	PRIVATE
19	VEHICLE ACCESS GATE, CM300 AREA)	ELECTRIC/CARD READER
20	VEHICLE ACCESS GATE TO DUMPSTER	MANUAL
21	VEHICLE ACCESS GATE CITY RAMP ACCESS	MANUAL
22	ATCT PUBLIC ENTRANCE	ELECTRIC/CARD READER

LEGEND	
	EXISTING
BUILDINGS	
AIRSIDE PAVEMENT	
PARKING	
ROADS	
AIRPORT PROPERTY	
SECURITY FENCE	
RUNWAY PROTECTION ZONES, AIRPORT OWNED (RPZ)	
THRESHOLD SITING SURFACE (TSS)	
PART 77 APPROACH SURFACE (PT77A)	
TERPS GLIDEPATH QUALIFICATION SURFACE (GQS)	
RUNWAY SAFETY AREA (RSA)	
RUNWAY OBJECT FREE AREA (ROFA)	
TAXIWAY EDGE SAFETY MARGIN (TESM)	
TAXIWAY SAFETY AREA (TSA)	
TAXIWAY OBJECT FREE AREA (TOFA)	
BUILDING RESTRICTION LINE (BRL) (50' STRUCTURE)	
AIRPORT REFERENCE POINT (ARP)	
USGS MONUMENT	
PRECISION APPROACH PATH INDICATOR (PAPI)	
RUNWAY LIGHT (THRESHOLD)	
BEACON	
WINDCONE	
SEGMENTED CIRCLE	
PAVEMENT MARKINGS	
AIRCRAFT TIE-DOWNS	
GATE LOCATION AND NUMBER	
TREES	
DRAINAGE	

NOTES:

1. TRAVERSE WAY ELEVATIONS ARE ACTUAL ELEVATIONS AND DO NOT INCLUDE THE TRAVERSE WAY ADJUSTMENT.
2. THE NAD 83 COORDINATE SYSTEM WAS USED FOR ALL LATITUDE AND LONGITUDE COORDINATES.
3. THE NAVD88 VERTICAL CONTROL DATUM WAS USED FOR ALL ELEVATIONS.

Variation 5.56° West

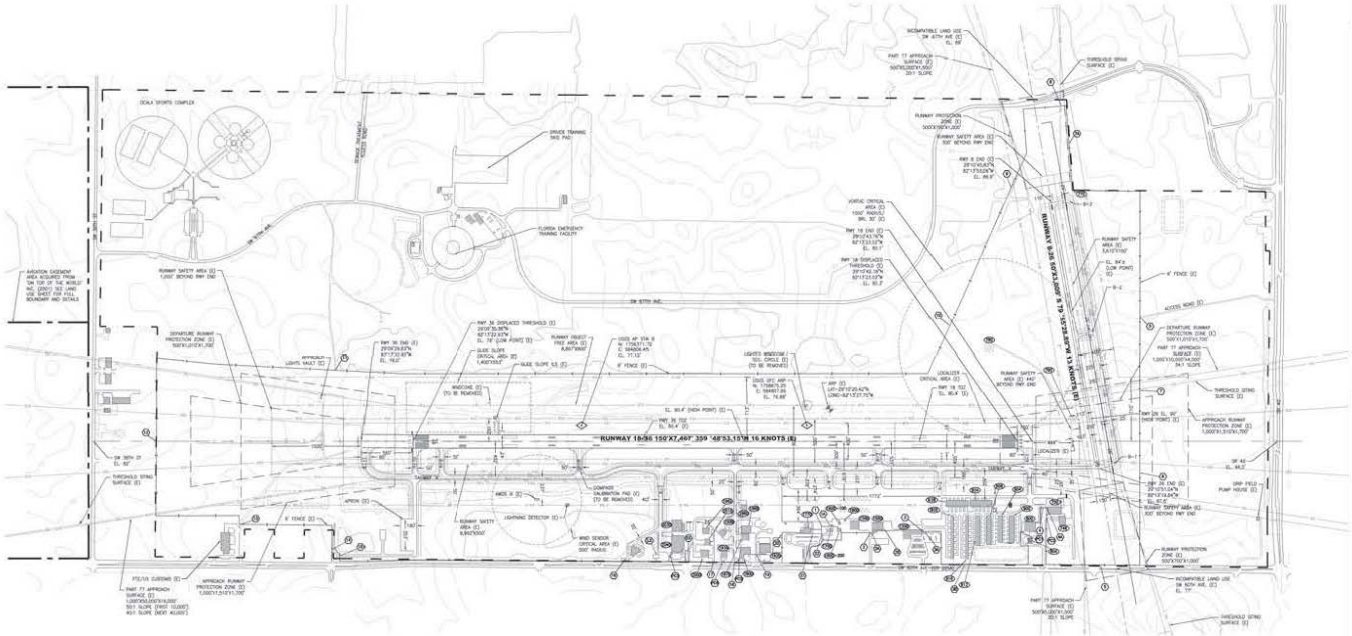
MAGNETIC

TRUE

CURRENT VARIATION 5.56°W
SEPT 2013 ANNUAL RATE OF CHANGE – 0.1°W
SOURCE: NOAA / NGDC GEOMAGNETIC DECLINATION (WMM) ONLINE – http://www.ngdc.noaa.gov/

SCALE: 1"= 500'

500' 250' 0 500'


RUNWAY 18/36 150'X7,499' 359 '48'53.15"W 16 KNOTS (E)
RUNWAY 9/27 100'X4,000' 75 '25'22.4"W 75 KNOTS (E)
OCALA SPORTS COMPLEX
DRIVE TRAINING TEE PAD
FLORIDA EMERGENCY TRAINING FACILITY
SW 80TH AVE
SW 60TH AVE
SW 67TH AVE
SW 49TH AVE
AVIATION EASEMENT AREA ACQUIRED FROM "SIX FOR THE WORLD" INC. (2001) SEE LAND ACQUISITION MAP FOR BOUNDARY AND DETAILS
RUNWAY SAFETY AREA (E) 1,000' BEYOND RWY END
DEPARTURE RUNWAY PROTECTION ZONE (E) 1000'X1,010'X1,700'
APPROACH LIGHTS VAULT (E)
RWY 36 END (E) 29°29'29.83"N 82°13'33.93"W EL. 76.0'
RWY 36 DISPLACED THRESHOLD (E) 29°30'36.90"N 82°13'32.93"W EL. 76' (LOW POINT) (E)
GLIDE SLOPE CRITICAL AREA (E) 1,400'X700'
GLIDE SLOPE EL (E)
RUNWAY OBJECT FREE AREA (E) 800'X990'
USGS AP 004 E N: 1156671.75 E: 2417945.45 EL: 77.13'
6' FENCE (E)
LIGHTED WINDCONE / SEG. CIRCLE (E) (TO BE REMOVED)
WINDCONE (E) (TO BE REMOVED)
EL. 80.4' (HIGH POINT) (E)
RWY 36 TDZ EL. 76.4' (E)
RUNWAY 18/36 150'X7,499' 359 '48'53.15"W 16 KNOTS (E)
RWY 18 END (E) 29°26'36.87"N 82°13'32.93"W EL. 76.0'
RWY 18 DISPLACED THRESHOLD (E) 29°27'42.94"N 82°13'33.93"W EL. 80.7'
RWY 18 TDZ EL. 80.4' (E)
LOCALIZER CRITICAL AREA (E)
RUNWAY SAFETY AREA (E) 440' BEYOND RWY END
RWY 18 END (E) 29°28'43.78"N 82°13'33.93"W EL. 80.1'
VORTAC CRITICAL AREA (E) 1000' RADIUS SEL 30° (E)
RUNWAY SAFETY AREA (E) 1,010'X700'
CL. SW 2 (LOW POINT) (E)
6' FENCE (E)
ACCESS ROAD (E)
DEPARTURE RUNWAY PROTECTION ZONE (E) 500'X1,010'X1,700'
PART 77 APPROACH SURFACE (E) 77:1(E)
1,000'X10,000'X14,000' 34:1 SLOPE
THRESHOLD SITING SURFACE (E)
RWY 27 EL. 80' (HIGH POINT) (E)
RWY 27 END (E) 29°27'31.04"N 82°13'33.04"W EL. 81.4'
RUNWAY SAFETY AREA (E) 500' BEYOND RWY END
SW 40 EL. 84.2'
GRP FIELD PUMP HOUSE (E)
RUNWAY PROTECTION ZONE (E) 500'X1,010'X1,700'
INCOMPATIBLE LAND USE SW 60TH AVE. (E) EL. 77'
THRESHOLD SITING SURFACE (E)
PART 77 APPROACH SURFACE (E) 50:1(E) SLOPE
RUNWAY PROTECTION ZONE (E) 1,000'X1,510'X1,700'
PART 77 APPROACH SURFACE (E) 50:1(E) SLOPE
INCOMPATIBLE LAND USE SW 67TH AVE (E) EL. 89'
THRESHOLD SITING SURFACE (E)
RUNWAY PROTECTION ZONE (E) 1,000'X1,510'X1,700'
PART 77 APPROACH SURFACE (E) 50:1(E) SLOPE
RUNWAY 9/27 100'X4,000' 75 '25'22.4"W 75 KNOTS (E)
RWY 9 END (E) 29°27'43.04"N 82°13'33.04"W EL. 85.9'
RUNWAY PROTECTION ZONE (E) 500'X1,010'X1,700'
PART 77 APPROACH SURFACE (E) 50:1(E) SLOPE
RUNWAY SAFETY AREA (E) 1,000' BEYOND RWY END
INCOMPATIBLE LAND USE SW 67TH AVE (E) EL. 89'
THRESHOLD SITING SURFACE (E)
PART 77 APPROACH SURFACE (E) 50:1(E) SLOPE
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PART 77 APPROACH SURFACE (E) 50:1(E) SLOPE
RUNWAY SAFETY AREA (E) 1,000' BEYOND RWY END
INCOMPATIBLE LAND USE SW 67TH AVE (E) EL. 89

The following are operational statistics for OCF. The operation information was taken from the most recent FAA's "Airport Operations at Airports with Control Towers".

OCF & Florida Airport Operations

	Total Operations				GA Operations			
Year	**OCF**	% change	**Florida**	% change	**OCF**	% change	**Florida**	% change
2019	77,136		6,776,734		74,795		4,465,894	
2020	63,123	-18.2%	5,809,924	-14.3%	61,013	-18.4%	4,024,719	-9.9%
2021	54,974	-12.9%	5,857,123	0.8%	52,041	-14.7%	3,921,467	-2.6%
2022	65,042	18.3%	6,487,755	10.8%	62,040	19.2%	4,238,052	8.1%
2023	81,881	25.9%	7,173,732	10.6%	78,528	26.6%	4,795,945	13.2%
2024	92,750	13.3%	7,479,735	4.3%	89,354	13.8%	4,950,841	3.2%

In addition, the operations at OCF are divided by category as follows:

OCF Operations

Year	Local	Itinerant	AirTaxi	AirCarrier	Military	Total
2019	25,589	49,206	1,214	35	1,092	77,136
2020	21,280	39,733	1,261	31	818	63,123
2021	16,754	35,287	1,943	48	942	54,974
2022	20,016	42,024	2,149	10	843	65,042
2023	26,395	52,133	2,424	6	923	81,881
2024	29,410	59,944	2,741	0	655	92,750

According to the available information, the based aircraft at OCF are as follows:

OCF Based Aircraft

Year	SE	ME	Jet	Helo	Based Aircraft	% Change
2019	123	21	13	9	166	
2020	115	19	11	11	156	-6.0%
2021	107	18	11	10	146	-6.4%
2022	116	21	17	11	165	13.0%
2023	124	20	18	9	171	3.6%
2024	145	21	21	9	196	14.6%

According to the airport manager, the fuel volume at OCF is as follows:

OCF Fuel Flowage

Year	AvGas	JetA	Total	% Change
2019	170,568	760,269	930,837	
2020	116,353	655,400	771,753	-17.1%
2021	121,680	980,270	1,101,950	42.8%
2022	153,222	1,039,858	1,193,080	8.3%
2023	214,520	1,071,249	1,285,769	7.8%
2024	238,379	1,100,653	1,339,032	4.1%

In addition, according to the most recent FAA's U.S. Civilian Airmen Statistics, the licensed pilots in Marion County and Florida are divided by category as follows:

Marion County Airmen Population

Year	Total	Commercial	Airline Transport	Student	Private
2019	853	172	195	179	292
2020	764	165	176	106	303
2021	910	162	213	241	280
2022	959	167	213	287	279
2023	1,086	192	229	359	292
2024	1,144	188	239	384	317

Florida Airmen Population

Year	Total	Commercial	Airline Transport	Student	Private
2019	68,914	11,691	20,223	22,225	14,186
2020	72,499	12,565	20,572	24,357	14,401
2021	75,551	12,841	21,175	26,531	14,388
2022	79,403	12,847	21,959	29,293	14,665
2023	85,597	13,212	23,185	33,038	15,507
2024	90,323	13,664	24,117	35,802	16,071

The above statistics of airport activity at OCF were analyzed in terms of the business trends in the area.

DESCRIPTION OF THE PROPERTY

As noted, the scope of this appraisal includes office space within the terminal, as well as aeronautical land at the airport.

OCF Aeronautical Land

As noted, the appraisal includes an estimate of the fair market annual rent for the aeronautical land at OCF. As noted, the airport property contains about 1,532 acres and is comprised of aeronautical uses. The aeronautical land is the property included in the Airport Operating Area (AOA). The AOA is generally referred to as the area around the airport "inside the fence" and includes the runways, ramps, control tower, general aviation and support areas for the airport.

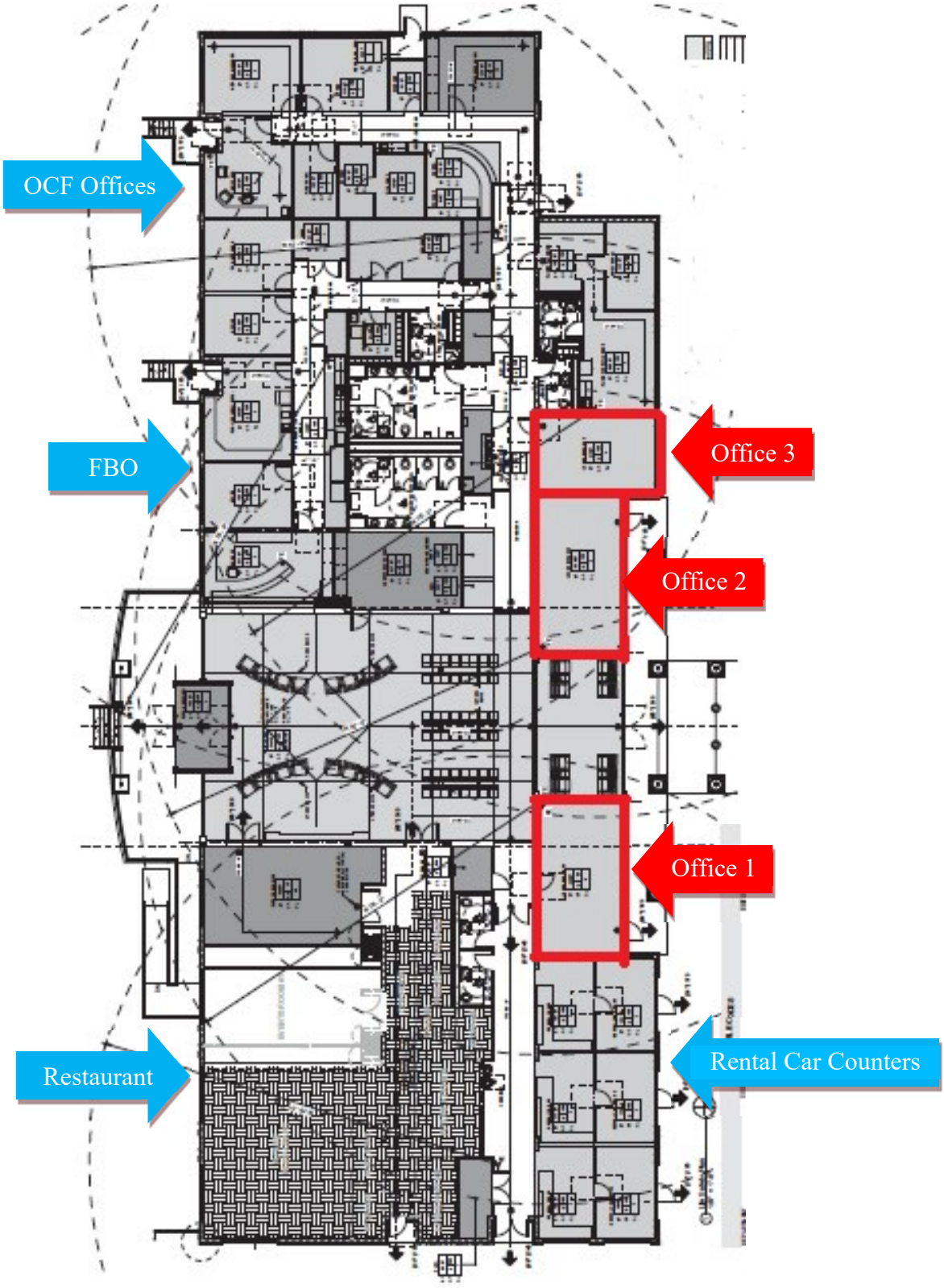
OCF Terminal

The subject property includes three office spaces within the terminal building. The OCF main terminal is located at 1770 SW 60 Avenue and was constructed in 2020. The terminal is of CBS construction with decorative stone veneer and a standing seam metal roof. The terminal contains a total area of about 17,500 square feet. The various spaces within the new terminal building include common areas (corridors, bathrooms, passenger terminal, conference rooms etc.), fixed base operator (FBO) space, professional office space, rental car space (office and counter areas) and restaurant space. Finishes include porcelain tile flooring, 2' x 2' acoustical ceiling tiles, decorative lighting, painted drywall, solid core doors, HVAC and fire sprinklers. Based on the design/layout of the facility, the building reflects a common area factor of about 36%. It should be noted, the scope of this portion of our analysis is limited to estimates of market rent for the three office spaces within the terminal building. A breakdown of the various areas is shown in the chart below.

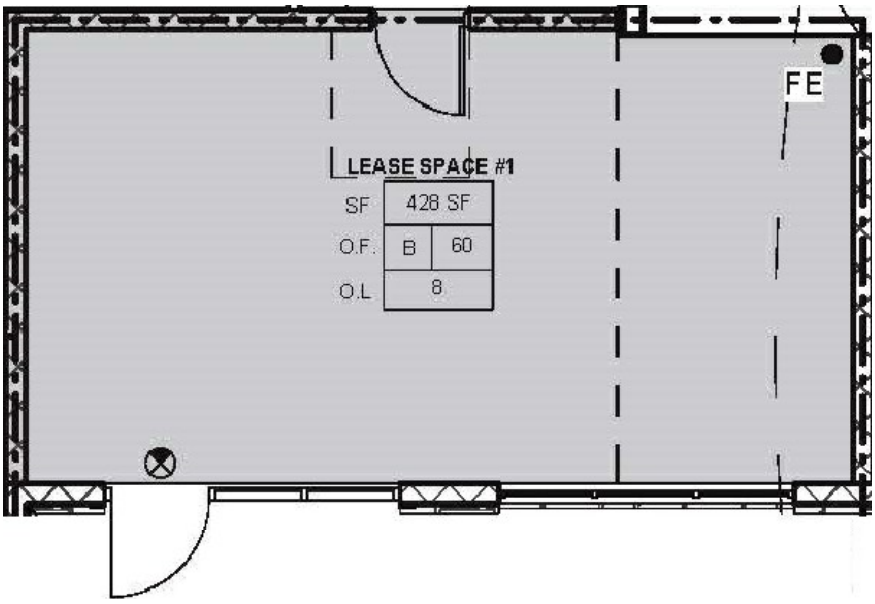
FBO Space:	2,828 SF
Office Space:	
Space 1:	428 SF
Space 2:	438 SF
Space 3:	313 SF
	1,179 SF
Rental Car Office/Counter:	
Space 1:	364 SF
Space 2:	355 SF
Space 3:	365 SF
	1,084 SF


OCF Terminal
CROSSOVE
SW 60 AVE
SW 60 AVE

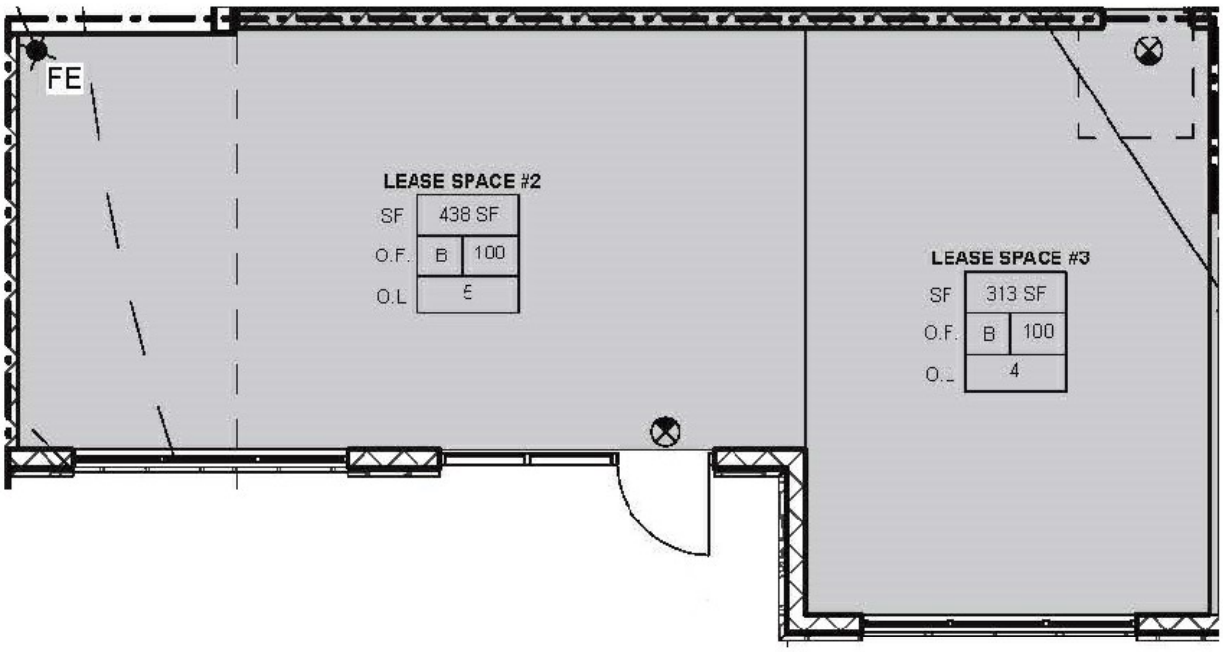
OCF Terminal Floorplan



Office 1



Office 2 & 3



ZONING AND LAND USE

The subject property is located within the City of Ocala and is zoned GU (Government Use), within the AOZ (Airport Overlay Zone), with a land use of "Employment Center". The purpose of the overlay zone is to regulate heights and structures and vegetation and to regulate the uses of land within the vicinity of general aviation public use airports, to avoid the creation of airport hazards and inhibit the development of uses which may be adversely affected by airport operations.

As stated, development at OCF is governed by the City of Ocala through the use of minimum standards, leasing standards, rules and regulations, as well as development standards included in airport's masterplan. The minimum standards provide for minimum requirements for aeronautical operations at the airport. The minimum standards are considered to severely restrict the potential uses of the airport property.

REAL ESTATE TAXES

The Marion County Property Appraiser's (MCPA) office has assessed the subject property for 2025 as follows:

	Market Value Assessment			
MCPA Parcel	Land	Improvements	Total	Taxes
23320-000-00	$24,337,500	$7,366,754	$31,704,254	$0.00

The subject property is exempt from ad valorem taxation based on its ownership and use.

HIGHEST AND BEST USE

According to The Dictionary of Real Estate Appraisal (Seventh Edition) published by the Appraisal Institute, the pertinent terms relating to highest and best use may be defined as follows:

Highest and Best Use is "the reasonably probable use of property that results in the highest value. The four criteria that highest and best use must meet are legal permissibility, physical possibility, financial feasibility and maximum productivity."

In estimating highest and best use, there are four stages of analysis:

1. Possible Use - normally dictated by physical constraints.
2. Permissible Use - what use would be permitted in consideration of existing zoning and other applicable laws governing the use of the property, as well as any deed restrictions that may exist.
3. Feasible Use - which possible and permissible uses will produce a net return to the owner of the site.
4. Maximally Productive - among feasible uses, which use will produce the highest net return to the land.

To meet the tests of highest and best use, the use cannot be speculative or conjectural. It must be legal and probable. There must be a profitable demand for such use and it must return to the land the highest net return for the longest period of time. These tests have been applied to the subject property. In arriving at the estimate of highest and best use, the subject property was analyzed as vacant, as well as improved.

As Vacant

The highest and best use, as vacant, considers among all reasonable alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.

As discussed, inherent in real estate is the "bundle of rights" that each property possesses. This concept compares the rights of property ownership with a bundle of sticks, with each stick representing individual property rights such as the rights to use, sell or lease the property or to choose to exercise any or none of these rights. Typically, the highest and best use of vacant commercial property is dictated by the physical characteristics of the site (size, shape, configuration, location and zoning), as well as the supply and demand for parcels with similar characteristics.

As stated, the aeronautical land at OCF is the land located on the Airport Operating Area (AOA). The AOA is that portion of the airfield "inside the fence" and uses within this area are limited to aeronautical and related activities. Property uses within the AOA are restricted by the airport's Minimum Standards to uses which provide for the operation of the airfield and related aeronautical uses. These uses include pilot training, commercial and charter aircraft service, aircraft sales and service, aviation fuel sales and other similar uses, which due to their relationship with aircraft operation, are classified as aeronautical activities. Due to the location of the aeronautical land within the AOA, any uses of the site would be required to be aeronautical related. Due to the location of the aeronautical land within the OCF AOA, the highest and best use, as though vacant, is limited to the development of aeronautical facilities consistent with this designation.

As Improved

Highest and best use, as improved considers the use that should be made of a property as it exists. An existing property should be renovated or retained, as is, so long as it continues to contribute to the market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

The OCF terminal represents a building typical of general aviation airports and is functional in design. The building was constructed in 2020 and is considered to be in very good condition. The buildings are considered to provide contributory value to the property as a whole and the highest and best use as improved of the terminal building would be for its continued use.

SUMMARY OF ANALYSIS AND VALUATION

The Federal Aviation Administration mandates that airport operators, such as OCF, charge fair market rent for all airport property in an effort to make the facility self-sustaining. The scope of this appraisal is limited to an estimate of the fair market rent for subject terminal office space, as well as aeronautical land at OCF. The properties that are subject of this report are designated as aeronautical based on their use as described herein. As noted, OCF is classified as a general aviation airport based on the activity level of the airport.

As discussed in the scope of the appraisal, consistent with the definition of "market rent" and based on the availability of comparable rental information, it is our opinion that market research is the best method of estimating fair market rent for aeronautical land and improvements for the properties that are the subject of this report at OCF as described herein. This method serves as the basis for our estimation of the fair market rental for the components that comprise the subject properties described herein. Our comparable rental analysis will focus primarily on similar general aviation airports in Florida.

In our analysis, we considered the size, use and operation of OCF in the estimates of the fair market rent for the different components that comprise the subject property. OCF classifies as a general aviation airport based on the type and level of operations at the airport. The FAA classifies airports in terms of "Hub Size" based on a percentage of total U.S. enplaned revenue passengers per year as follows:

Classification	Enplaned Passengers
Large Hub	Over 10,000,000
Medium Hub	2,475,000 to 10,000,000
Small Hub	500,000 to 2,475,000
Non-Hub	Less than 500,000
General Aviation	Not Applicable

The classification of the airports provides a guideline when comparing rentals at different airports. Our market research began with a review of available information prepared by third parties. Our analysis of available information indicated that there is limited reliable information available for aeronautical rentals at general aviation airports in Florida. As noted, we periodically survey rates and charges at over 50 airports in Florida

Slack, Johnston & Magenheimer General Aviation Survey

The scope of our survey began by establishing the universe of airports to compare to OCF with a review of the Florida Airport System Plan (FASP). The FASP identifies 131 public airports in Florida. The scope of the survey was limited by excluding large and medium hub commercial airports (airports with greater than 1.65 million annual enplanements) from the survey. This limiting factor excludes seven commercial airports from the survey

(Miami Int'l, Tampa Int'l, Orlando Int'l, Ft. Lauderdale Int'l, Palm Beach Int'l, Jacksonville Int'l and Southwest Florida Regional).

Our general aviation survey further considered annual operations as a secondary limiting factor. Based on a review of the FASP, airports with annual operations of less than 25,000 were also excluded from our survey. This limiting factor served to further reduce the scope of our survey by excluding about 40 general aviation airports. The airports excluded by the limiting factor are typically smaller, rural airports having a limited market for rates and charges information.

Through the use of the above limiting factors, our annual general aviation survey included over 50 public airports within Florida. Our market research focused on general aviation rates and charges within Florida based on a mail questionnaire, as well as telephone interviews with several airport managers and FBO operators. Refer to the following page for a summary of the general aviation airport survey, as well as the addenda.

This was a direct survey and the reliability of the information collected is considered good. For purposes of this analysis, the aeronautical land and building rental information is the most important portion of our survey. The format of the questionnaire of the aviation survey regarding ground rent asked for a range and average. It was our intention to survey current ground rental rates. When survey responses shows a range of rates at the airfield, an effort is made to clarify the rationale behind the variance. This is an important factor in our effort to report current rental rates, which are not skewed in favor of older leases with fixed or limited-increase rental rates.

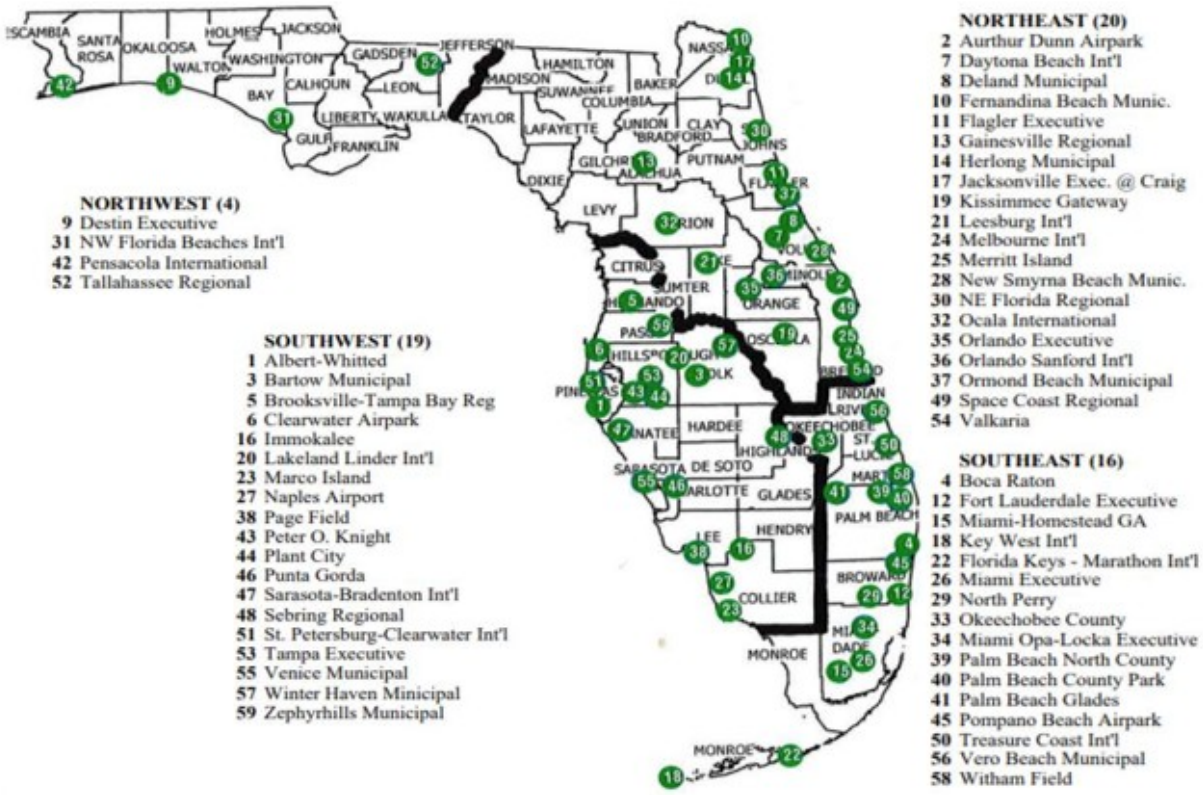
As stated, OCF is a general aviation airport in central Florida. For purposes of this analysis, we reviewed current aeronautical land rental rates at similar general aviation airports in the area. In addition, we reviewed building rental rates at other general aviation airports in the central Florida and competitive regions. Once the information was collected, the next factor considered was the comparison of airports to one another. The variety of airports surveyed necessitated a review of units of comparison that consider the size, use and activity characteristics. For valuation purposes, we reviewed recent rental information obtained from airport managers, as well as FBO operators as will be further discussed subsequently.

General Aviation Airport Survey - Florida 2024-25

Prepared by: Slack, Johnston & Magenheimer, Inc.
7245 SW 87 Avenue, Suite 300, Miami, Florida
Phone: 305-670-2111 Email: info@SJMiami.com Website: SJMiami.com

General Aviation, Non-Hub Commercial and Small-Hub Commercial Airports with > +/-25,000 Annual Ops

	Airports Surveyed	Airport Size (Acres)	Based Aircraft	Annual GA Operations	Annual GA Fuel Flowage	Fuel Flowage Fee ($/gal.)	Annual Ground Rent ($/Sq. Ft.)	Aircraft Storage: Tie-Down S.E. ($/mo.)	T-Hangars S.E. ($/mo.)	T-Hangars T.E. ($/mo.)	Shade S.E. ($/mo.)
Total	59										
High-		4,000	634	309,300	27,050,000	$0.200	$0.75	$300.00	$1,250	$1,460	$600
Low-		47	12	33,300	8,000	$0.040	$0.10	$40.00	$275	$355	$142
Mean-		1,135	204	109,000	2,381,000	$0.084	$0.35	$129.00	$534	$651	$279
Southeast	16										
High-		3,700	634	309,300	27,050,000	$0.150	$0.71	$275.00	$1,250	$1,460	$600
Low-		197	12	33,300	12,000	$0.050	$0.10	$80.00	$275	$721	$275
Mean-		1,045	235	126,700	4,303,000	$0.087	$0.36	$160.00	$770	$1,076	$438
Southwest	19										
High-		2,400	416	174,800	12,171,000	$0.100	$0.75	$200.00	$700	$1,055	$415
Low-		47	65	34,600	66,000	$0.040	$0.15	$40.00	$275	$375	$165
Mean-		945	216	84,200	1,842,000	$0.081	$0.39	$98.00	$460	$585	$259
Northeast	20										
High-		2,800	320	200,300	5,110,000	$0.200	$0.45	$300.00	$820	$1,030	$142
Low-		138	69	40,000	8,000	$0.040	$0.17	$48.00	$305	$355	$142
Mean-		1,210	180	123,500	1,276,000	$0.085	$0.29	$132.00	$457	$573	$142
Northwest	4										
High-		4,000	196	107,000	2,827,000	$0.130	$0.51	$220.00	$635	$695	n/a
Low-		395	88	49,400	1,340,000	$0.042	$0.33	$110.00	$300	$450	n/a
Mean-		2,024	147	83,300	1,953,000	$0.076	$0.42	$152.00	$479	$608	n/a



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The scope of this section of the appraisal report provides an indication of the fair market rent for the aeronautical land and terminal office space that comprise the subject property at OCF as outlined herein. The components have been analyzed separately as follows.

Aeronautical Land Analysis

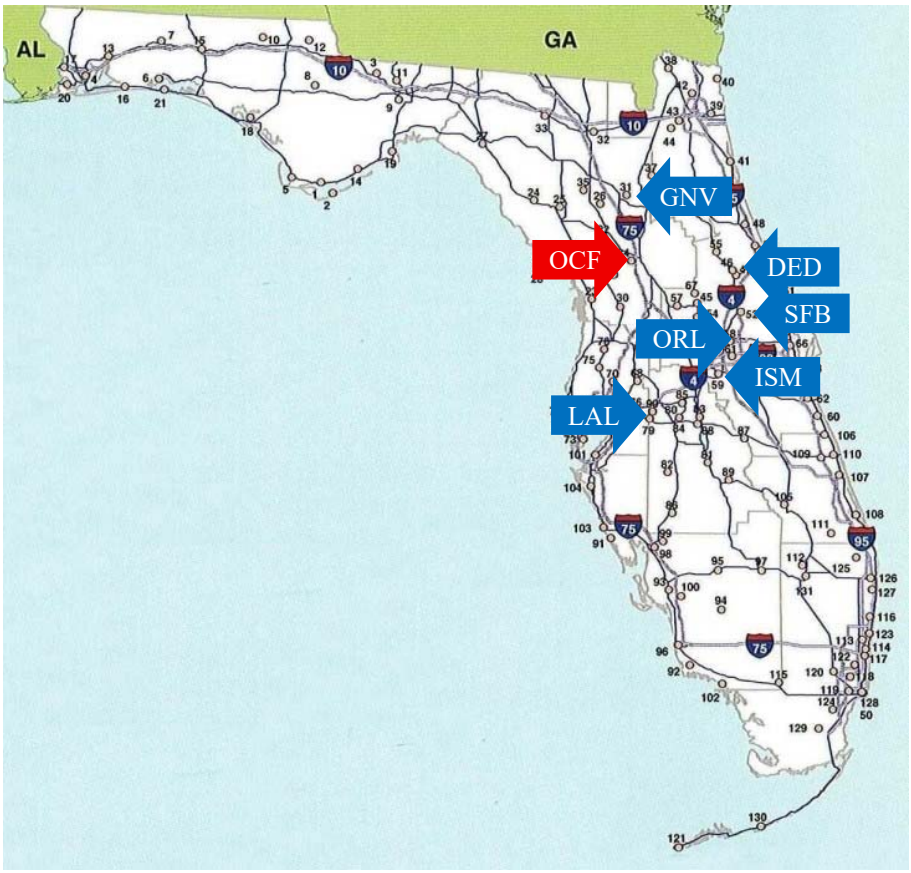
The aeronautical parcels at OCF are located within the Airport Operating Area (AOA) and would be limited to aeronautical uses. As noted, the AOA of OCF represents all the land associated with the airfield and excludes the non-aviation areas. Aeronautical uses within the AOA includes fixed base operations, airport-owned, as well as tenant development (hangars, t-hangars, etc.) on leased land.

Our analysis included a review of the OCF rent roll for the aeronautical tenants at the airport. Based on information provided, there are several aeronautical land leases at the airport that range in size from about 0.25 to 22.00 acres and the annual aeronautical land rental rates range from $0.08 to $0.58 per square foot. The variation in rental rates is attributable to several factors including the size, date of the lease, lease escalations and inclusion of ancillary lands. Most of the aeronautical land rental rates are in the $0.20 to $0.30 per square foot.

Our analysis of the fair market annual aeronautical land rent for OCF was based on a comparative analysis of aeronautical land rental rates at other similar airports in central Florida. The restrictions on the use of land at these airports are most similar to the ownership and development restrictions at OCF. In this analysis, a direct market rent survey was performed of current annual aeronautical land rent. The aeronautical land at these airports is owned and controlled by the respective airport sponsors and leased to individual tenants. In our analysis, the unit of comparison is annual land rent per square foot. Aviation parcels are typically leased on a net basis, with the tenant responsible for expenses associated with the activity and operation of the parcel. The aeronautical land is leased for development, as well as in conjunction with airport-owned improvements at the airports. A summary of the current annual market aeronautical land rent for these airports follows.

Summary of Aeronautical Land Rental Rates

Airport Name	FASP	Hub Size	Aircraft Weight Limit <30K	Control Tower (Hrs.)	Nav. Aids/ Approaches	Based Aircraft	Fuel Flowage (K gal.)	GA Ops (K)	Annual Land Rent ($/Sq.Ft.)	Runway Configuration	
Gainesville Reg'l	NC	Non	no	yes	ILS GPS	173	1,654	58.5	$0.30	11/19 07/25	7,504 x 150 A 4,158 x 100 A
Orlando Sanford Int'l SFB	EC	Sml	no	yes	GPS ILS/DME VORTAC	314	2,052	200.3	$0.40	09L/27R 09R/27L 18-36 ILS/DME Rwys. 09R,27R	11,002 x 150 A 6,000 x 150 A 6,002 x 150 A
Lakeland Linder Int'l LAL	C	GA	yes	yes	GPS VORTAC ILS/DME	326	2,255	133.6	$0.40	09/27 05/23	8,500 x 150 A 5,000 x 150 A
Deland Municipal DED	EC	GA	no	no	GPS VORTAC	150	150	117.3	$0.28	12/30 05/23	6,001 x 100 A 4,301 x 75 A
Kissimmee Gateway ISM	EC	GA	no	yes	GPS VORTAC ILS/DME	239	2,708	126.7	$0.35	15/33 06/24	6,001 x 100 A 5,001 x 150 A
Orlando Executive ORL	EC	GA	no	yes	GPS ILS/DME	290	5,110	166.3	$0.45	07/25 13/31	6,004 x 150 A 4,625 x 100 A
Ocala Int'l OCF	NC	GA	no	yes	GPS VORTAC TACAN	196	1,339	89.4		18/36 08/26	7,467 x 150 A 3,009 x 50 A



The comparable annual aeronautical land rental rates range from $0.28 to $0.45 per square foot, with an average of $0.36 per square foot. These airports are considered a good representative sample of similar airports within the subject region.

Based on this market rental information, there appears to be some correlation between the activity at the airport and the annual aeronautical land rental rates. Based on the level of aeronautical activity, it is our opinion that fair market annual land rental rate for the aeronautical land at OCF should be within the middle of the range of the comparable aeronautical land rents as discussed herein. Based on our overall analysis of the current aeronautical land rental information at area airports, as well as current activity at OCF, we have formed the opinion that the annual aeronautical land rental rate for the subject parcel is $0.35 per square foot.

Building Rental Analysis

As stated, the scope of this appraisal includes an estimate of the annual fair market rent for the office space with the OCF terminal. The terminal is located at 1770 SW 60 Avenue and was constructed in 2020. The terminal contains a total area of about 17,500 square feet and consists of various spaces including common areas (corridors, bathrooms,

passenger terminal, conference rooms etc.), fixed base operator (FBO) space, professional office space, rental car space (office and counter areas) and restaurant space. The terminal office space that is the subject of this report includes three office spaces that range in size from 313 to 438 square feet and total 1,179 square feet. As noted, the current annual rent for office space within the OCF terminal is $30.00 per square foot on a full service basis.

For valuation purposes, we reviewed recent rental information concerning similar type rentals at other airports in Florida within general aviation, as well as commercial, terminal buildings. In this analysis, we have used the annual rent per square foot unit of comparison. Based on our research, rental rates for terminal office space is rented on a full service basis, with the landlord responsible for expenses.

The rentals were selected based on their size, type, condition, location and use. Of the information collected, we have selected rentals from several airports that are considered similar based on the salient characteristics under analysis. Our analysis focused on a review of rental rates for terminal office space. A summary chart and location map of the comparable rentals are presented as follows.

Summary of General Aviation Building Rentals

No.	Airport Name	FASP Reg.	Hub Size	Type	Rent $/SF/Yr.
1	Peter O. Knight TPF	WC	GA	Office	$41.00
2	Tampa Executive VDF	WC	GA	Office	$28.00
3	Space Coast Regional TIX	TC	GA	Office	$37.00
4	Orlando Executive ORL	EC	GA	Office	$46.00
5	Gainseville Regional GNV	NC	Non	Office	$52.00
6	Albert Whitted SPG	WC	GA	Office	$42.00
7	Palm Beach North County F45	SE	GA	Office	$36.00



As noted, we reviewed rental rates for terminal office space at several Florida airports based on discussion with airport sponsors, as well as FBO operators that rent office space within their terminal facilities. Based on our survey of similar space at other airports, the comparable terminal office annual rental rates range from $28.00 to $52.00 on a full service basis.

The rentals were selected based on their size, type, condition, location and use and are considered directly comparable to the subject terminal office space as described herein. Of the information collected, we have focused on various terminal office space located within general aviation terminals or, in the case of GNV, an airline terminal building. The terminal office annual rent for commercial airline office space at GNV was $52.00 per square foot and is considered to represent an upper limit of achievable rents for comparative rent purposes. The terminal office annual rental rates for space located at the six general aviation airports under review range from $28.00 to $46.00, with an average of about $38.30 per square foot. Based on our overall analysis of the terminal office rents at area airports, we would estimate the fair market rent for the subject property should be in the middle of the range of comparables rentals. For valuation purposes, we have formed the opinion that the fair market annual terminal office rental rate for the office space at the OCF terminal is $37.50 per square foot.

RECONCILIATION

The process of reconciliation reviews and reexamines the approaches to value that were employed in the appraisal. Our analysis began with defining the scope of the assignment. The purpose of the appraisal is to estimate the fair market annual rent for the subject property. The subject property is considered by OCF to be aeronautical due to its location adjacent to the OCF Airport Operating Area (AOA). Due to the parcel location at OCF, zoning and land use, potential uses of the property is limited to aeronautical related uses.

Based on our market research, there are two methods of estimating market rent: across the fence and market research. Please refer to the Scope of the Appraisal section for a description of these methods. This analysis has considered both approaches, but relied on the market research method as the most appropriate way to estimate fair market annual rent for the subject property.

It is our opinion that the unique aspects associated with the master plan and aeronautical land, as well as the restricted highest and best use of airport properties support our use of the market research method.

In the preceding section of the report, we provided market research for the property components that comprise the subject property. Our market research included aeronautical land and terminal office space rentals at other similar airports in Florida. The information collected was considered to be of good quality and indicative of fair market annual rental rates for the subject property. The airports and rental rates were compared based on use and activity characteristics as previously discussed in the valuation section. The following is a summary of our estimate of fair market annual rent for the subject property as of October 8, 2025, as follows:

Fair Market Annual Rental Per Square Foot:	
Terminal Office Space:	$37.50 (1)
Aeronautical Land:	$0.35

Note (1): Rent of a full service basis

ADDENDUM A - Photographs of the OCF Terminal



View of east and south elevations.



View of east and north elevations.



View of terminal common area.

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Interior view of typical office.



Interior view of typical office.



Interior view of typical office.

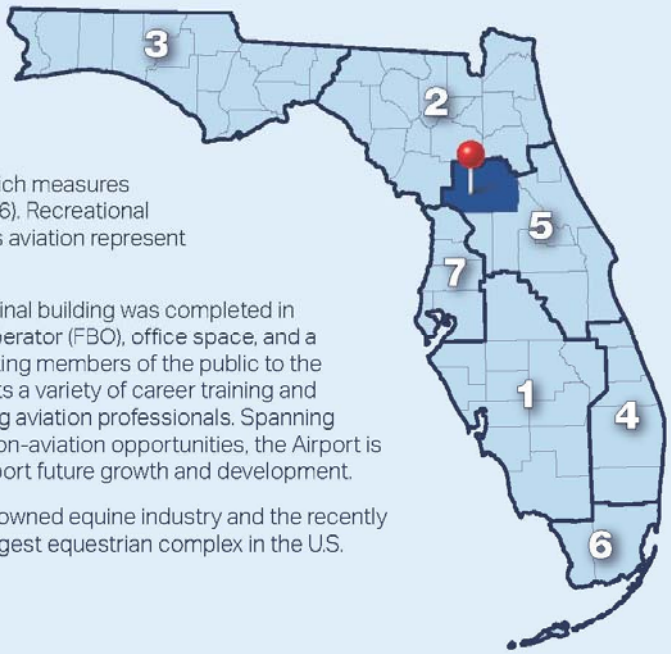
ADDENDUM B – OCF Airport Summary

OCALA INTL. - JIM TAYLOR FIELD
OCF

Airport:	Ocala International Airport - Jim Taylor Field (OCF)
City:	Ocala, Florida
County:	Marion
Sponsor:	City of Ocala
Role:	General Aviation (National)
CFASPP Region:	North Central (cfaspp.com)
FDOT District:	5
Website:	Ocala - Jim Taylor



Ocala International-Jim Taylor Field (OCF) is a "Nationally" ranked Part 139 certified general aviation (GA) airport located approximately 70 miles northwest of downtown Orlando.



The airport has two runways, the longest of which measures 7,467 feet long by 150 feet wide (Runway 18-36). Recreational flying, flight training, freight/cargo, and business aviation represent the primary activities at the airport.

A state-of-the-art, 17,500 square foot GA terminal building was completed in 2020 and is home to the airport's fixed base operator (FBO), office space, and a restaurant that has been instrumental in attracting members of the public to the airport. Through its tenants, the airport supports a variety of career training and education opportunities for current and aspiring aviation professionals. Spanning over 800 acres of prime land for aviation and non-aviation opportunities, the Airport is proactively enhancing its infrastructure to support future growth and development.

OCF also serves as a gateway to the area's renowned equine industry and the recently opened World Equestrian Center (WEC), the largest equestrian complex in the U.S.

OCALA INTL. - JIM TAYLOR FIELD

OCF

ECONOMIC IMPACT

$181M
ECONOMIC IMPACT (OUTPUT)

$95.9M
VALUE ADDED

$56.1M
PAYROLL

1,274
JOBS

Source: Florida Aviation Economic Impact Study.

GENERAL AVIATION ROLES



Source: FASP 2043 Update.

For more information on airport roles, please refer to the FAA's National Plan of Integrated Airport Systems (NPIAS).

ACTIVITY FORECASTS

	OPERATIONS	BASED AIRCRAFT
2043	119,930	247
2023	97,115	197

Source: FASP 2043 Update.

AIRPORT CHARACTERISTICS

1. New GA Terminal Opened in 2020 with Restaurant
2. Supports the Local Community with Several Annual Events
3. Serves as a Gateway to the Area's Renowned Equine Industry

RUNWAY INFORMATION (2)

Runway 18-36: 7,467' x 150'
Runway 8-26: 3,009' x 50'



Overview of the FASP 2043 Update:

Per Florida statute, the Florida Aviation System Plan (FASP) is periodically updated to summarize the airport and aviation needs in Florida while remaining consistent with the goals of the Florida Transportation Plan (FTP). The FASP 2043 Update focuses on reviewing the applicability of the various goals, objectives, and performance measures to support two primary goals: 1) provide for more efficiency in decision making within FDOT to support funding and development decisions, and 2) provide airports within the system with recommendations for development that support their individual missions while contributing to the overall strength and health of the Florida airport system.

FDOT | 2043 FASP FLORIDA AVIATION SYSTEM PLAN

FASP 2043 Update

ADDENDUM C – General Aviation Airport Summary

General Aviation Airport Summary - Florida 2024-25

Prepared By: Slack, Johnston & Magenheimer, Inc.
7245 SW 87 Avenue, Suite 300, Miami, Florida 33173
305-670-2111 E-mail: Info@SJMiami.com Website: SJMiami.com

Slack, Johnston & Magenheimer's 2024-25 general aviation airport survey included 59 airports within Florida. The 2024-25 survey was our 30th state-wide survey and included a variety of general aviation, non-hub commercial and small hub commercial airports with greater than +/-25,000 annual operations. Large and medium hub commercial airports were excluded from the survey. The primary focus of our survey was rental rates and charges for airport properties, including both aviation and non-aviation uses. The airports have been classified based on location, physical size, annual operations, based aircraft and fuel flowage. The data collected includes statistical information, as well as rates and charges information, for various types of airport properties.

The rates and charges information included fuel flowage fees, ground, pavement and building rental rates as well as a variety of aircraft storage rates including tie downs, T, shade, corporate and community hangars. The survey results have been summarized into selected categories and represent only a portion of the information gathered. It should be noted this is a summary of our survey findings and this survey should not solely be relied upon to establish rates at any airport.

Slack, Johnston & Magenheimer's 2024-25 survey continues to indicate that, although there is a wide variation in geographic locations and non-aviation property values throughout the state, there is less of a variation in rental rates and charges for various components at general aviation airports. In our summary the state was divided into four geographic regions. A list of the airports surveyed, as well as a state map delineating the geographic divisions is attached.

The scope of our survey included email questionnaires and personal telephone interviews with airport managers and fixed base operators (FBOs) conducted during mid-2025. In addition, our analysis included a review of several secondary general aviation data sources. These included the Florida Department of Transportation Florida Aviation System Plan and Federal Aviation Administration reports, as well as various third party data sources.

This year's survey indicates that general aviation airport activity in Florida has rebounded from the impacts of the Covid pandemic and activity has continued to stabilize over the past year, with mostly more measured growth typical of pre-pandemic activity. Statewide, average based aircraft levels have increased about 2% and average general aviation operations have increased about 7%, while average fuel flowage has remained level. By comparison to statewide indicators of airport activity compared to 2019 (i.e., pre-pandemic), based aircraft have increased about 9%, general aviation operations have increased about 16% and fuel flowage has increased about 46%.

The survey indicated regional airport activity including operations, based aircraft and fuel flowage has been stable, with some variations. As compared to last year, the southeast region indicated increases in based aircraft and operations and slight decline in fuel flowage, while the southwest region indicated a slight decline in based aircraft and increases in general aviation operations and fuel flowage. Also compared to last year, the northeast and northwest regions indicated increases in based aircraft, operations and fuel flowage. It was noted that the advent and prevalence of Virtower has increased the reliability of general aviation operation tracking; especially at airports without air traffic control towers.

In our continued effort to monitor the condition of the general aviation industry in Florida, we have reviewed the general aviation activity levels over the past several years, including the historic activity levels of annual airport operations and civilian airmen population. In addition, we continue to monitor the commercial aviation industry in Florida, including enplaned passengers and cargo activity.

Our analysis of the annual operations at all Florida airports with FAA control towers indicates that last year total operations increased about 4%, while general aviation operations increased about 3%. By comparison to the 2019 operations, total operations and general aviation operations both increased about 10%. In addition, over the same period of the time the allocation of operations between itinerant and local operations has remained mostly evenly split between itinerant and local operations. An analysis of operations on a regional level indicates the growth of operations has primarily been in the northwest and southwest regions, with increases in total operations of about 20% and 29%, respectively, as well as increases of general aviation operations about 28% and 26%, respectively as compared to 2019 activity. During the same time period, in the northeast region total operations increased about 9% and general aviation operations increased about 13%, while both total and general aviation operations were mostly level for the southeast region. In addition, on a statewide basis last year, itinerant operations accounted for about 46% of total operations. Regionally, itinerant operations varied between the regions (Northeast 41%, Northwest 51%, Southeast 46% and Southwest 53%) last year.

Our analysis also considered the civilian airport statistics in Florida and nationally. In the past year, nationally the population of total pilots increased about 5%, private pilots increased about 3% and student pilots increased about 9%, as compared to Florida where the population of total pilots increased about 6%, private pilots increased about 4% and student pilots increased about 8%. By comparison to the pilot populations in 2019, nationally the total pilots increased about 30%, private pilots increased about 8% and student pilots increased about 79%, while in Florida total pilots increased about 31%, private pilots increased about 13% and student pilots increased about 61% over the same time period.

A review of the commercial aviation activity concerning enplaned passengers and enplaned cargo tonnage indicates that activity continues to be primarily centered at Florida's large and medium hub airports. Over the past year, enplaned passenger volume increased about 3%, while enplaned cargo volume declined about 1%. By comparison to statewide indicators of enplaned passengers and cargo activity in 2019, total enplaned passenger volume has increased about 12%, while cargo volume has increased about 16%. It was noted Miami International continues to be the dominant cargo airport with over 75% of the total cargo volume and was the beneficiary of the total cargo volume increase as compared to pre-pandemic levels. The balance of the cargo volume at all the other commercial service airports has remained mostly level over the same since 2019, despite increased competition throughout central Florida's commercial service airports.

The following information summarizes our survey. As always, we thank those who participated in the survey. We look forward to continuing to serve the rates and charges and general real estate valuation and consulting needs of the Florida aviation community. Slack, Johnston & Magenheimer is a valuation firm based in Miami, Florida for over 60 years and has provided appraisal and consulting services to over 60 airports. For more information visit www.sjmiami.com or call us at 305-670-2111. We find solutions!

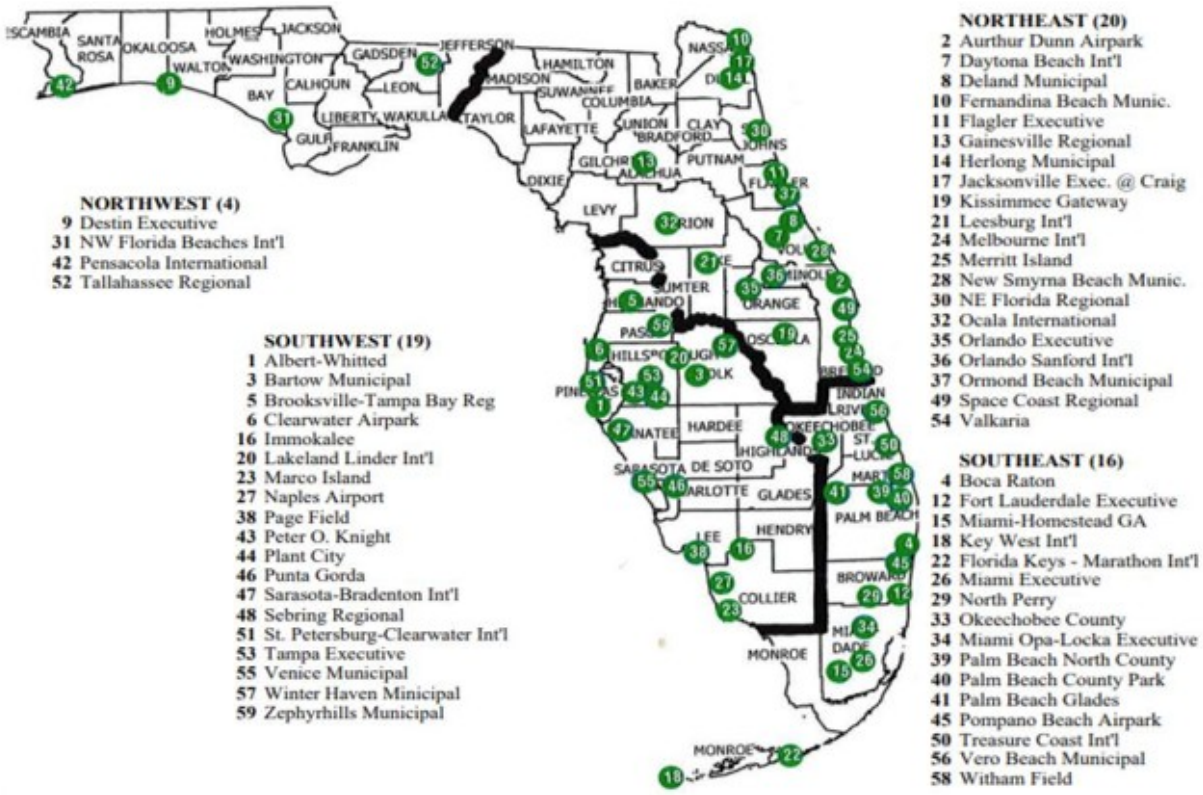
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General Aviation Airport Survey - Florida 2024-25

Prepared by: Slack, Johnston & Magenheimer, Inc.
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General Aviation, Non-Hub Commercial and Small-Hub Commercial Airports with > +/-25,000 Annual Ops

	Airports Surveyed	Airport Size (Acres)	Based Aircraft	Annual GA Operations	Annual GA Fuel Flowage	Fuel Flowage Fee ($/gal.)	Annual Ground Rent ($/Sq. Ft.)	Aircraft Storage: Tie-Down S.E. ($/mo.)	T-Hangars S.E. ($/mo.)	T-Hangars T.E. ($/mo.)	Shade S.E. ($/mo.)
Total	59										
High-		4,000	634	309,300	27,050,000	$0.200	$0.75	$300.00	$1,250	$1,460	$600
Low-		47	12	33,300	8,000	$0.040	$0.10	$40.00	$275	$355	$142
Mean-		1,135	204	109,000	2,381,000	$0.084	$0.35	$129.00	$534	$651	$279
Southeast	16										
High-		3,700	634	309,300	27,050,000	$0.150	$0.71	$275.00	$1,250	$1,460	$600
Low-		197	12	33,300	12,000	$0.050	$0.10	$80.00	$275	$721	$275
Mean-		1,045	235	126,700	4,303,000	$0.087	$0.36	$160.00	$770	$1,076	$438
Southwest	19										
High-		2,400	416	174,800	12,171,000	$0.100	$0.75	$200.00	$700	$1,055	$415
Low-		47	65	34,600	66,000	$0.040	$0.15	$40.00	$275	$375	$165
Mean-		945	216	84,200	1,842,000	$0.081	$0.39	$98.00	$460	$585	$259
Northeast	20										
High-		2,800	320	200,300	5,110,000	$0.200	$0.45	$300.00	$820	$1,030	$142
Low-		138	69	40,000	8,000	$0.040	$0.17	$48.00	$305	$355	$142
Mean-		1,210	180	123,500	1,276,000	$0.085	$0.29	$132.00	$457	$573	$142
Northwest	4										
High-		4,000	196	107,000	2,827,000	$0.130	$0.51	$220.00	$635	$695	n/a
Low-		395	88	49,400	1,340,000	$0.042	$0.33	$110.00	$300	$450	n/a
Mean-		2,024	147	83,300	1,953,000	$0.076	$0.42	$152.00	$479	$608	n/a



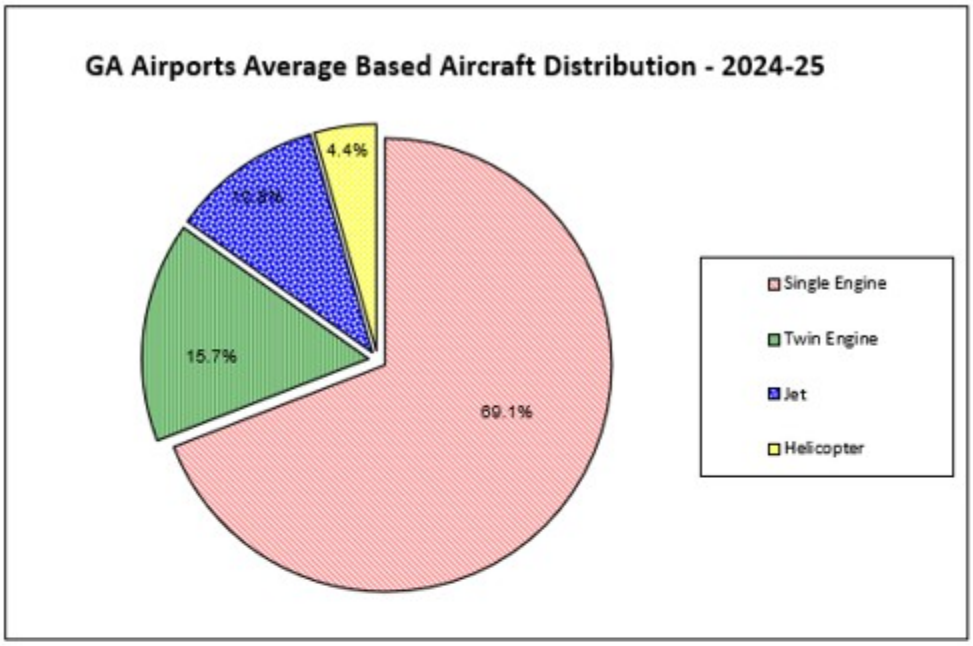
NORTHWEST (4)
9 Destin Executive
31 NW Florida Beaches Int'l
42 Pensacola International
52 Tallahassee Regional

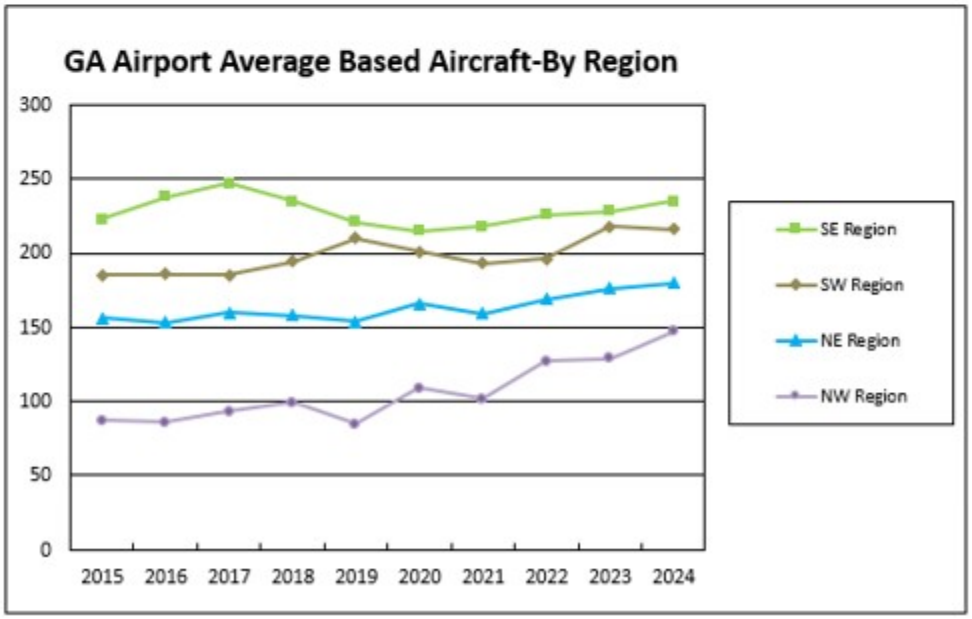
SOUTHWEST (19)
1 Albert-Whitted
3 Bartow Municipal
5 Brooksville-Tampa Bay Reg
6 Clearwater Airpark
16 Immokalee
20 Lakeland Linder Int'l
23 Marco Island
27 Naples Airport
38 Page Field
43 Peter O. Knight
44 Plant City
46 Punta Gorda
47 Sarasota-Bradenton Int'l
48 Sebring Regional
51 St. Petersburg-Clearwater Int'l
53 Tampa Executive
55 Venice Municipal
57 Winter Haven Minicipal
59 Zephyrhills Municipal

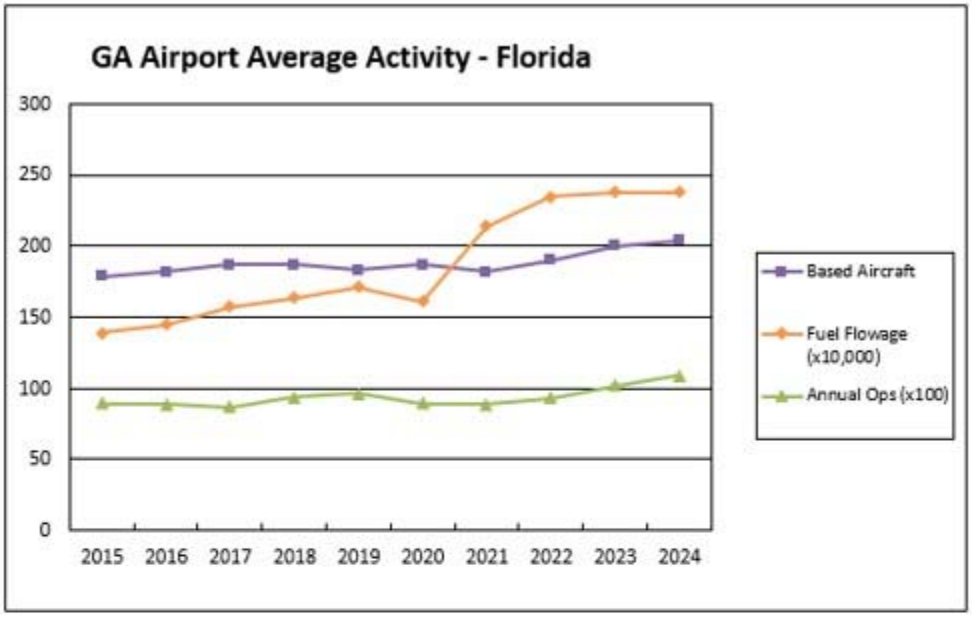
NORTHEAST (20)
2 Aurthur Dunn Airpark
7 Daytona Beach Int'l
8 Deland Municipal
10 Fernandina Beach Munic.
11 Flagler Executive
13 Gainesville Regional
14 Herlong Municipal
17 Jacksonville Exec. @ Craig
19 Kissimmee Gateway
21 Leesburg Int'l
24 Melbourne Int'l
25 Merritt Island
28 New Smyrna Beach Munic.
30 NE Florida Regional
32 Ocala International
35 Orlando Executive
36 Orlando Sanford Int'l
37 Ormond Beach Municipal
49 Space Coast Regional
54 Valkaria

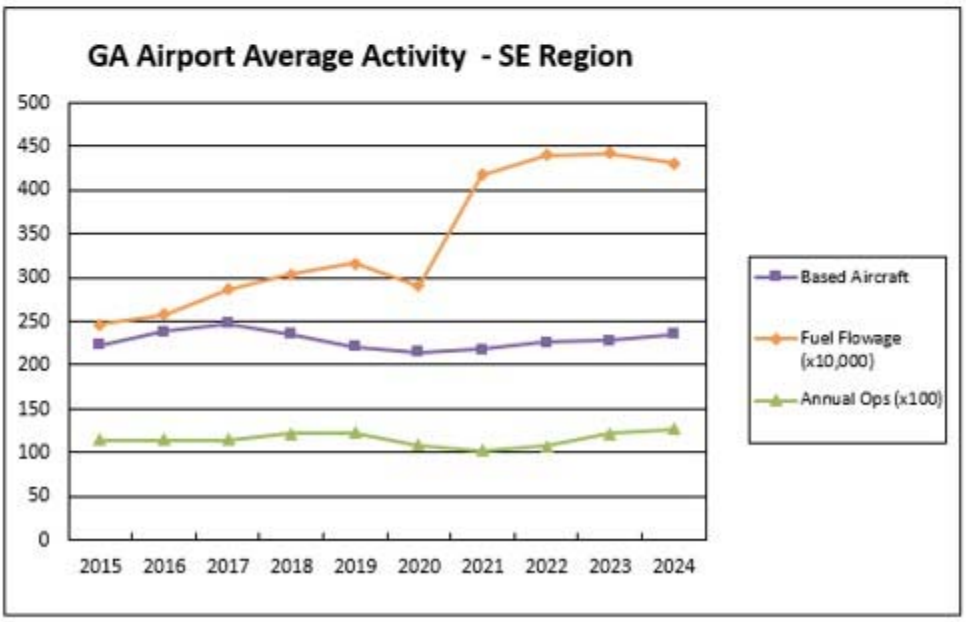
SOUTHEAST (16)
4 Boca Raton
12 Fort Lauderdale Executive
15 Miami-Homestead GA
18 Key West Int'l
22 Florida Keys - Marathon Int'l
26 Miami Executive
29 North Perry
33 Okeechobee County
34 Miami Opa-Locka Executive
39 Palm Beach North County
40 Palm Beach County Park
41 Palm Beach Glades
45 Pompano Beach Airpark
50 Treasure Coast Int'l
56 Vero Beach Municipal
58 Witham Field

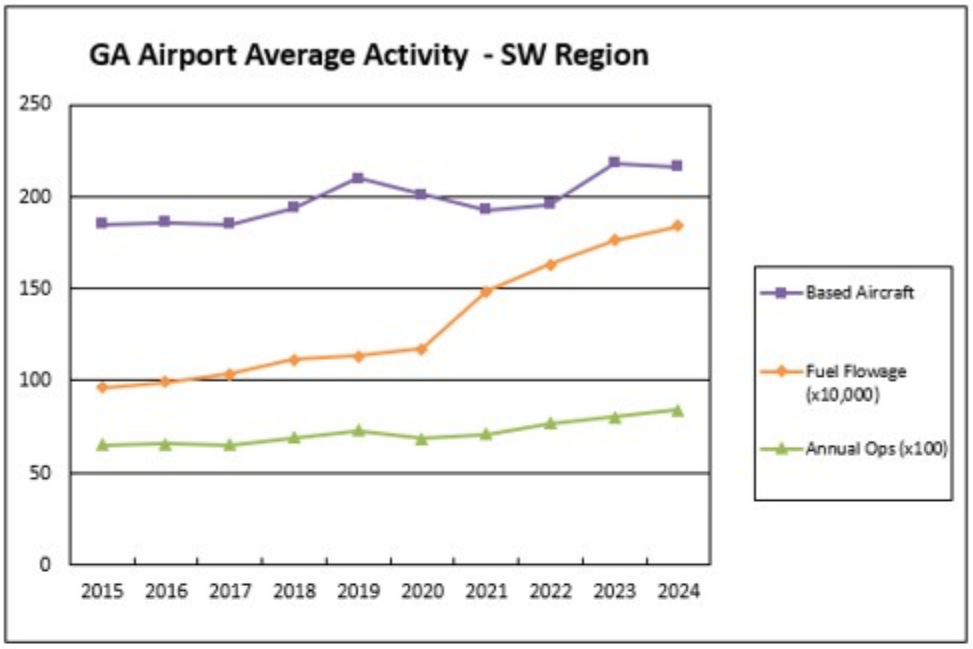
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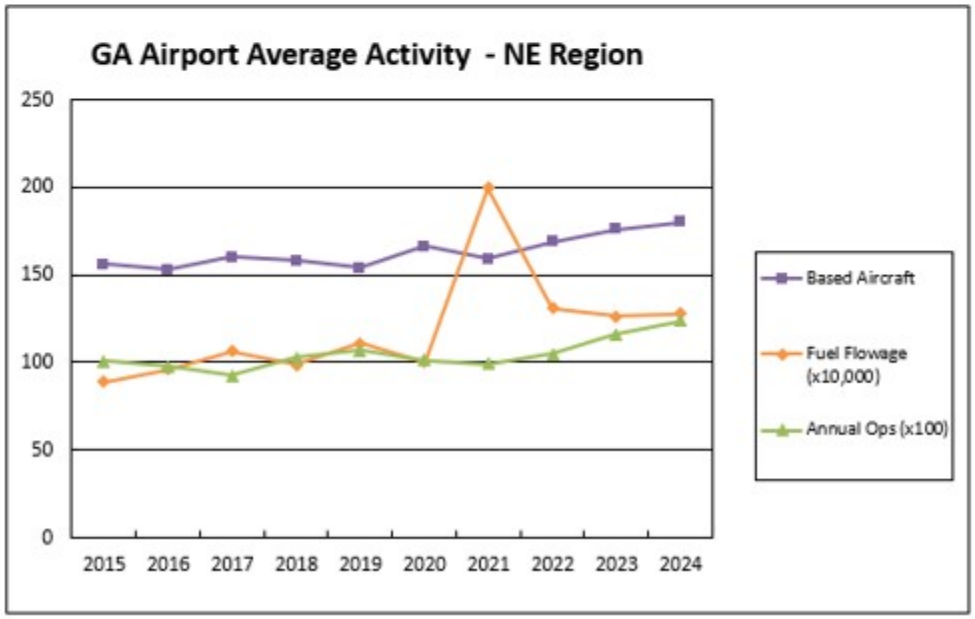

GA Airports Average Based Aircraft Distribution - 2024-25
4.4%
15.7%
69.1%
Single Engine
Twin Engine
Jet
Helicopter

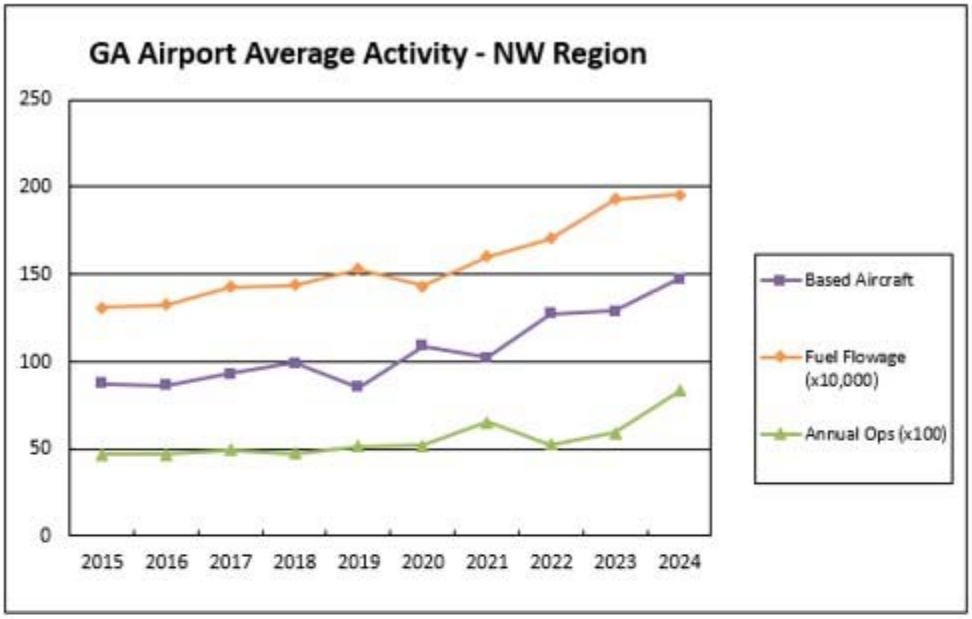

GA Airport Average Based Aircraft-By Region
300
250
200
150
100
50
0
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
SE Region
SW Region
NE Region
NW Region


GA Airport Average Activity - Florida
300
250
200
150
100
50
0
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
Based Aircraft
Fuel Flowage (x10,000)
Annual Ops (x100)

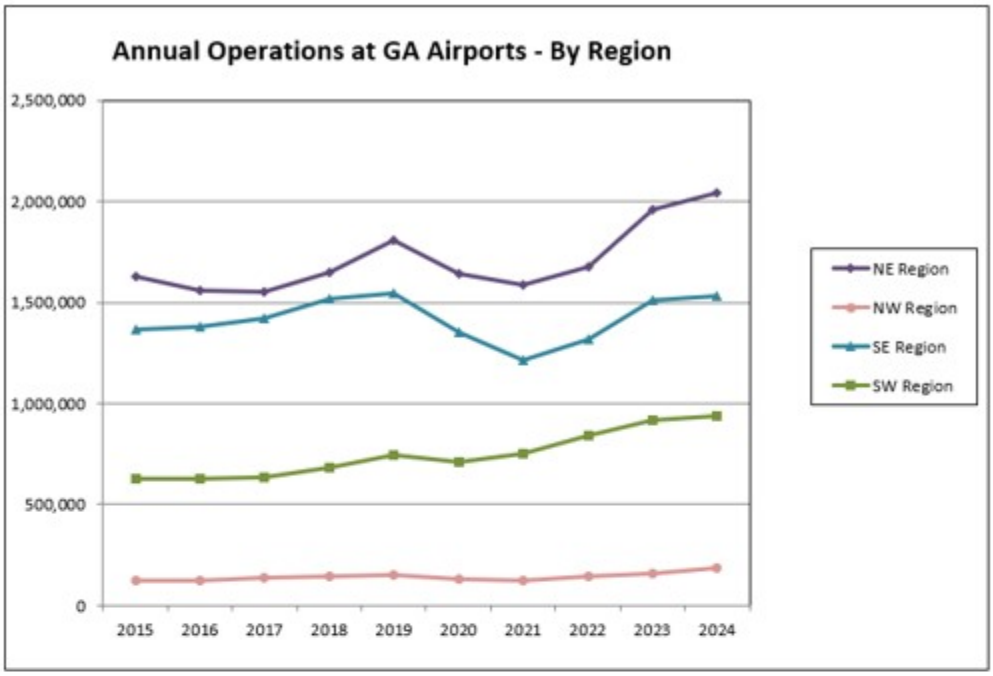

GA Airport Average Activity - SE Region
500
450
400
350
300
250
200
150
100
50
0
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
Based Aircraft
Fuel Flowage (x10,000)
Annual Ops (x100)

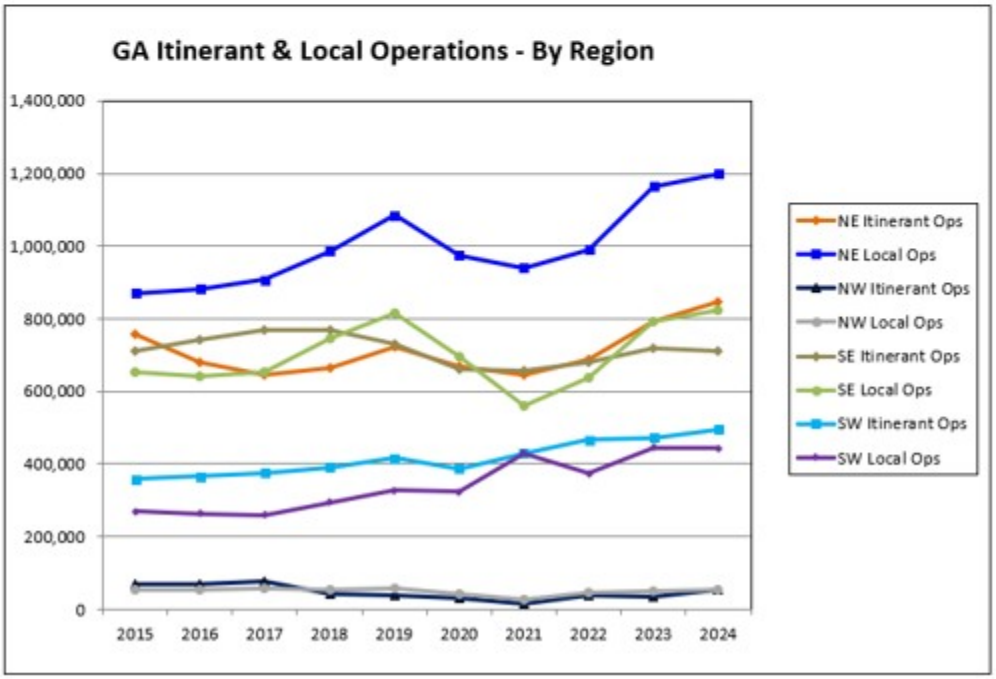

GA Airport Average Activity - SW Region
250
200
150
100
50
0
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
Based Aircraft
Fuel Flowage (x10,000)
Annual Ops (x100)

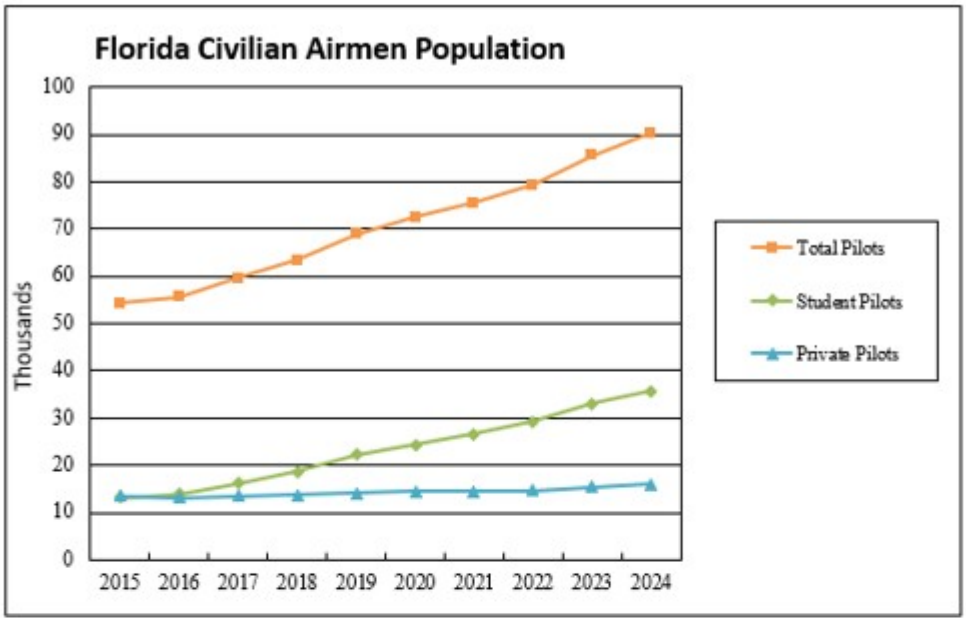

GA Airport Average Activity - NE Region
250
200
150
100
50
0
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
Based Aircraft
Fuel Flowage (x10,000)
Annual Ops (x100)

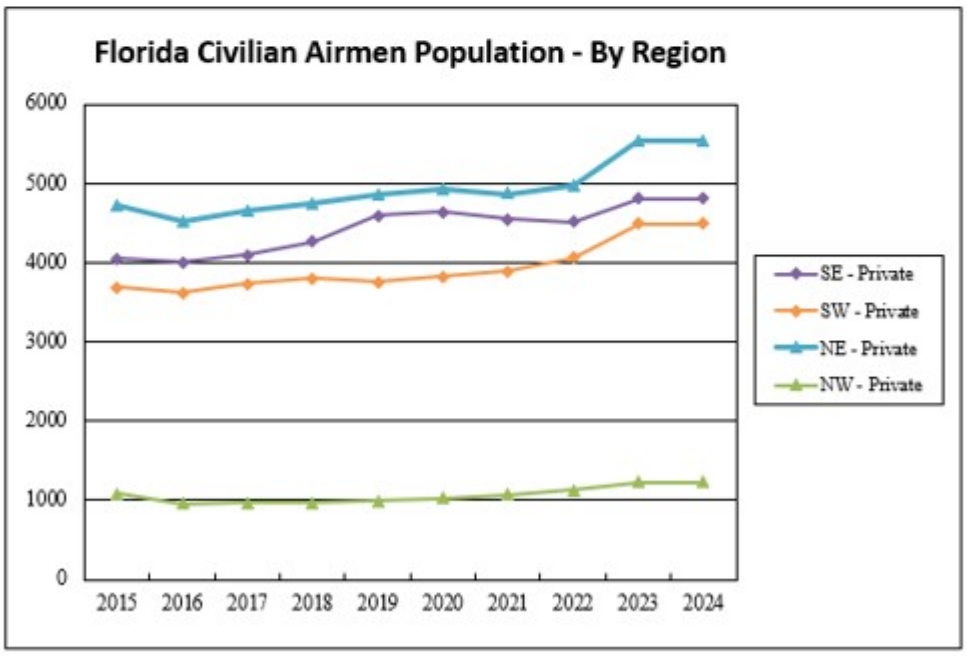

GA Airport Average Activity - NW Region
250
200
150
100
50
0
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
Based Aircraft
Fuel Flowage (x10,000)
Annual Ops (x100)

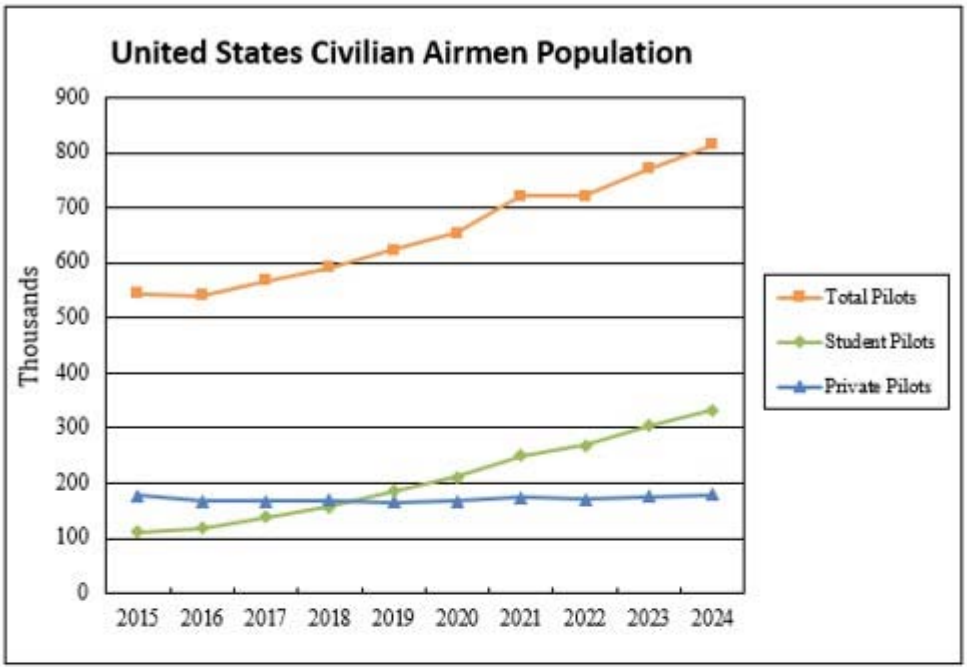

Annual Operations at Florida Airports
Millions
8
7
6
5
4
3
2
1
0
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
Combined-Total Ops
Combined-GA Ops
GA-Total Ops
GA-GA Ops
Commercial-Total Ops
Commercial-GA Ops

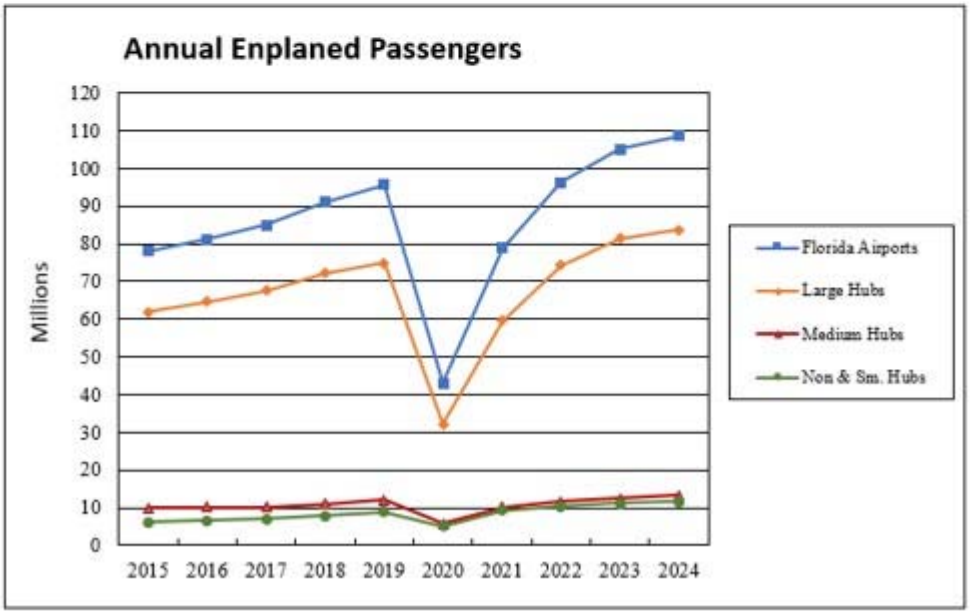

Annual Operations at GA Airports - By Region
2,500,000
2,000,000
1,500,000
1,000,000
500,000
0
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
NE Region
NW Region
SE Region
SW Region

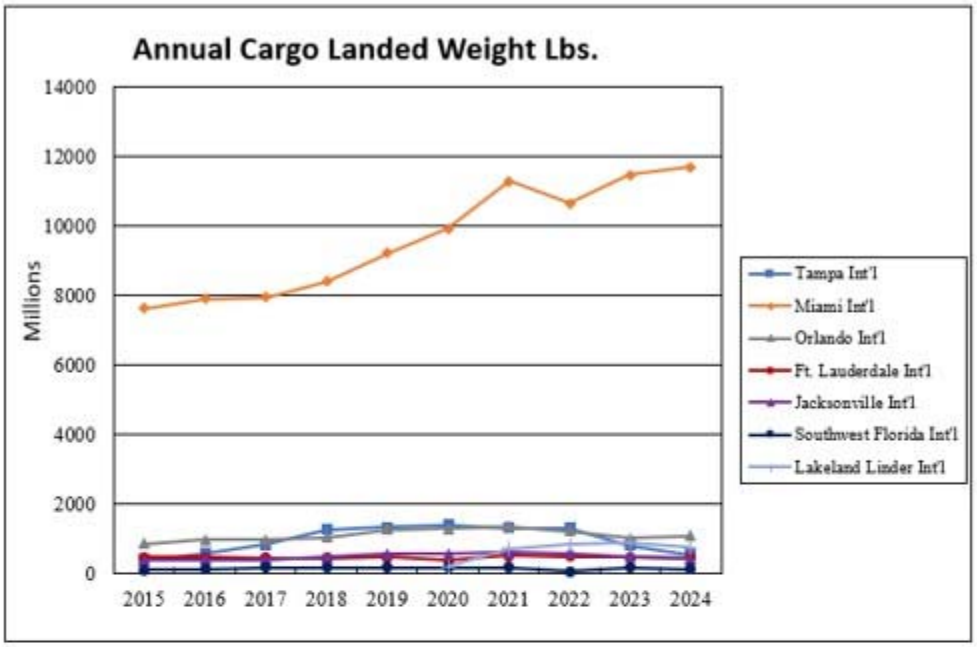

GA Itinerant & Local Operations - By Region
1,400,000
1,200,000
1,000,000
800,000
600,000
400,000
200,000
0
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
NE Itinerant Ops
NE Local Ops
NW Itinerant Ops
NW Local Ops
SE Itinerant Ops
SE Local Ops
SW Itinerant Ops
SW Local Ops

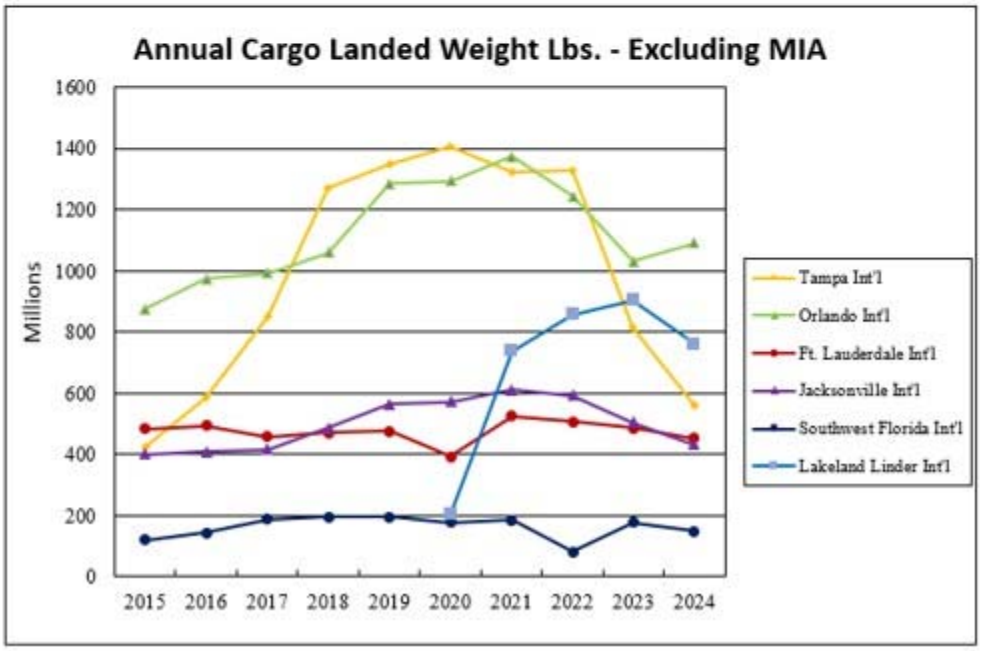

Florida Civilian Airmen Population
Thousands
100
90
80
70
60
50
40
30
20
10
0
2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Total Pilots
Student Pilots
Private Pilots


Florida Civilian Airmen Population - By Region
6000
5000
4000
3000
2000
1000
0
2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
SE - Private
SW - Private
NE - Private
NW - Private


United States Civilian Airmen Population
Thousands
900
800
700
600
500
400
300
200
100
0
2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Total Pilots
Student Pilots
Private Pilots


Annual Enplaned Passengers
Millions
120
110
100
90
80
70
60
50
40
30
20
10
0
2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Florida Airports
Large Hubs
Medium Hubs
Non & Sm. Hubs


Annual Cargo Landed Weight Lbs.
Millions
14000
12000
10000
8000
6000
4000
2000
0
2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Tampa Int'l
Miami Int'l
Orlando Int'l
Ft. Lauderdale Int'l
Jacksonville Int'l
Southwest Florida Int'l
Lakeland Linder Int'l


Annual Cargo Landed Weight Lbs. - Excluding MIA
Millions
1600
1400
1200
1000
800
600
400
200
0
2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Tampa Int'l
Orlando Int'l
Ft. Lauderdale Int'l
Jacksonville Int'l
Southwest Florida Int'l
Lakeland Linder Int'l

ADDENDUM D - Qualifications of the Appraisers

ANDREW H. MAGENHEIMER, MAI

EDUCATION:

Bachelor's Degree, The University of the South, Sewanee, Tennessee, 1986

EXPERIENCE:

Over thirty years in the field of real estate, involved in various forms of consultation, appraisal, economic research and market analysis.

June, 1997 to Present, Principal, Slack, Johnston & Magenheimer, Inc.

August, 1991 to May, 1997, Senior Appraiser, Slack & Johnston, Inc.

February, 1987 to July, 1991, Staff Appraiser, Dixon & Friedman, Inc.

GENERAL APPRAISAL EXPERIENCE:

Appraisals - Vacant land, environmentally sensitive land, aviation facilities, industrial facilities, shopping centers, office buildings, apartment buildings, residential developments and single-family residences.

Consulting - Economic research, market analysis, feasibility analysis and ad valorem real estate tax assessment appeals pertaining to industrial, commercial and residential properties.

Litigation Support – Appraisals and consulting, including expert testimony, concerning various property types.

AFFILIATIONS:

Licensed Florida Real Estate Broker

Florida State-Certified General Real Estate Appraiser, Certification No. RZ1073

Appraisal Institute Member, MAI, Certificate Number 10133, Continuing Education Completed

2002 President of the South Florida Chapter of the Appraisal Institute

Member of the Miami Board of Realtors

Member of the Florida Keys Board of Realtors

Corporate Member of Florida Airport Council (FAC)

File #: 2026-0836 Agenda Item #: 6b.

Submitted By: Matthew Grow

Presentation By: Matthew Grow

Department: Aviation

FORMAL TITLE:
Annual renewal of the office and hangar lease with the Florida Department of Agriculture and Consumer Services for lease-year revenues of $54,874

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable, Operational Excellence

PROOF OF PUBLICATION:
NA

BACKGROUND:
The Florida Department of Agriculture and Consumer Services, Division of Forestry (Forestry) has been a tenant at the Ocala International Airport since approximately 2002. Forestry operates several helicopters and fixed-wing aircraft assets in a forest fire mitigation role and often bases multiple aircraft from its Ocala hub. The current lease (Contract No. AIR/210446) expires on March 31, 2026. Forestry requested an annual renewable lease extension with a commencement date of April 1, 2026, and continues in effect from year to year until either party provides notice of termination.

The proposed gross lease includes a blended rate for hangar and office space over the rental period based on a formula of dedicated office space, common office space, and dedicated hangar space, which totals 5,813 square feet. The 2026 blended rate equates to $9.44 per square foot and increases by 3 percent annually.

Revenue will be applied to account 451-362-000-000-02-31191.

FINDINGS AND CONCLUSIONS:
- Forestry is a tenant in excellent standing.
- The lease is for office and hangar space at 750 SW 60th Avenue, otherwise known as Hangar 19.
- The Florida Department of Fish and Wildlife (FWC) is the other tenant in Hangar 19.
- This lease agreement represents a 3 percent rental amount increase for 2026 with subsequent annual 3% increases until the lease is terminated.
- Either party may terminate the lease with 90 day written notice.

- The Ocala Airport Forestry office employs two pilots and two mechanics.

FISCAL IMPACT:
First lease-year annual revenue is $54,874.
Rent increases 3 percent annually.
Revenue will be applied to account 451-362-000-000-02-31191.

PROCUREMENT REVIEW:
This agreement has been reviewed by the Procurement and Contracting Officer in compliance with City policies and procedures.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

Lease Number AIR/210446

AIRCRAFT STORAGE HANGAR LEASE AGREEMENT

This HANGAR LEASE AGREEMENT (Agreement) is made and entered into on _____, by and between those parties listed below.

LESSEE: Florida Department of Agriculture and Consumer Services
Lessee Name

Address: 407 South Calhoun Street (Street) | Tallahassee (City) | FL (State) | 32399 (Zip Code)

Email Address: Leasing@FDACS.gov

LESSOR: City of Ocala
Lessor Name

Address: 1770 SW 60th Avenue, Suite 600 (Street) | Ocala (City) | FL (State) | 34474 (Zip Code)

FEID: 59-6000392

Email Address: _____

ARTICLE 1 – AIRCRAFT INFORMATION

FAA Registration No. N115FC Owned: Yes Make/Model: Leonardo AW-119 Helicopter Year: 2024 Engines: Single

FAA Registration No. N120FC Owned: Fed-owned Make/Model: UH-1H Helicopter Year: 1970 Engines: Single

FAA Registration No. _____ Owned: _____ Make/Model: _____ Year: _____ Engines: _____

ARTICLE 2 – DESCRIPTION OF THE HANGAR AND AIRCRAFT

The Lessor hereby rents to Lessee 5,813 square feet of real property consisting of Hangar Number(s) 19 (Hangar) located at the Ocala International Airport Airport (Airport). The Hangar shall be used and occupied by Lessee for the storage/parking of the above-referenced aircraft (Aircraft), or any other similar aircraft owned or leased by Lessee (Substitute Aircraft), provided Lessee has submitted written notification to the Lessor to store the Substitute Aircraft in the Hangar. All provisions of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

ARTICLE 3 – TERM

The Term of this agreement shall commence on the 1st day of April, 2026, and shall continue in effect for from year to year, being automatically renewed each year, unless terminated under the terms of this Agreement. Either party may terminate this Agreement upon ninety (90) days written notice to the other party prior to termination. Lessee shall be obligated to pay applicable rent for a period of 90 days upon Lessee giving notice to terminate, unless Lessor is successful at renting the Hangar to another tenant at which point the balance of rent due shall be prorated.

ARTICLE 4 – RENT

For the use of said Hangar, Lessee shall pay the Lessor the rental amount of $4,575.36 + 0% sales tax per month for services and use of the Hangar. Monthly rental rate shall increase by 3% annually upon renewal. Otherwise, monthly rental rate may only be changed upon sixty (60) days written notice to the Lessee. If transmitted via email said notice shall be considered given upon Lessor's receipt of an acknowledgment email from Lessee.

The rent shall be payable the month following the month of occupancy in accordance with Section 215.422, Florida Statutes (F.S.). In the event that this lease agreement is terminated on any day other than the first or last day of a calendar month, the applicable rentals, fees, and charges for that month shall be paid for on a prorated per day basis. Lessee agrees that the rent is due and owing on a monthly basis.

Rental invoices shall be submitted monthly to Lessee at:

LESSEE: Florida Department of Agriculture and Consumer Services
Lessee Name

Address: 407 South Calhoun Street (Street) | Tallahassee (City) | FL (State) | 32399 (Zip Code)

Email Address: Leasing@FDACS.gov

Rental payments shall be paid to Lessor at:

LESSOR: City of Ocala
Lessor Name

Address: 1770 SW 60th Avenue, Suite 600 (Street) | Ocala (City) | FL (State) | 34474 (Zip Code)

ARTICLE 5 – OBLIGATIONS OF LESSOR

The Lessor covenants and agrees:

A. Maintenance and Repairs: Lessor will maintain the structural components of the Hangar, including doors and door mechanisms, and normal building maintenance without additional cost to the Lessee. Where available to the storage facility, the Lessor will provide minimal electrical power for occasional use of power tools, shop lights, battery chargers, or similar devices. Lessor shall maintain the exterior of the facility so to conform with all applicable health and safety laws, ordinances, and codes.

B. Utilities: Lessor shall promptly pay all gas, water, power, and electric light rates or charges which become payable during the term of this Agreement for the gas, water, and electricity used by the Lessee on the premises. The Lessor reserves the right to assess an additional fee for extraordinary consumption of utilities by the Lessee as shall be determined by the Lessor.

C. Lessee shall have at all times the right of ingress to and egress from the rented premises. To ensure this right, Lessee shall at all times keep all required security badges current and follow all Department of Homeland Security, Transportation Security Administration, and Airport security requirements. Lessor shall make all reasonable efforts to keep adjacent areas to the rented premises free and clear of all hazards and obstructions, natural or man-made. Lessor reserves the right to improve and perform maintenance on all runways, taxiways, and apron areas. Improvement and maintenance operations may require restricted hangar access on a temporary basis with prior written notice to Lessee. Lessor shall make all reasonable efforts to notify Lessee when improvement and maintenance operations are scheduled. Lessee shall provide Lessor with up-to-date email contacts to facilitate notifications.

ARTICLE 6 – OBLIGATIONS OF LESSEE

The Lessee covenants and agrees:

A. Storage: The Hangar shall be used for storage/parking of the Aircraft identified in Article 1 or Substitute Aircraft. The Aircraft shall not be non-airworthy. The Lessor reserves the right to require the Lessee to show evidence that the Aircraft has successfully passed a Federal Aviation Administration (FAA) approved airworthiness inspection within the past 18 months. If the Aircraft is an FAA-legal ultralight, the Lessor may require the Lessee to demonstrate that the Aircraft is capable of flight.

B. Building Maintenance, Repair, and Alterations: Lessee shall maintain the Hangar in a neat and orderly condition and shall keep the Hangar floor clean and clear of oil, grease, and toxic chemicals. Lessee shall not engage in any hazardous activities within or about the Hangar including welding, torch cutting, spray painting, or any activities which utilize open flame devices. No hazardous or flammable materials will be stored within or about the Hangar unless stored within an EPA or local fire marshal approved container/cabinet. No boxes, crates, rubbish, paper, or other litter that could cause or support combustion shall be permitted to accumulate within or about the Hangar. Lessee shall properly dispose of all trash, waste oil, fuel, solvents, cleaning supplies, rags, and other waste materials off of the Lessor's property. At no time will the Lessee dispose of waste fuel on the ground. Lessee shall not store or dispose of any items of any kind outside of the Hangar or on Airport property outside of the Hangar.

Lessee shall be responsible for all damage to the Hangar or any property, real or personal, located on or about the Hangar as a result of the Lessee's negligence or the negligence or abuse of Lessee's guests or invitees. In the event the Lessee does not promptly repair any damaged premises or property for which the Lessee is responsible, the Lessor reserves the right to make such repairs at the Lessee's expense, which shall become due and payable as part of the Lessee's next monthly rental payment.

Lessee shall make no structural, electrical, or other modification (including painting, wall and/or floor coverings) to the premises without first obtaining the Lessor's written permission and obtaining applicable permit(s) as required. All repairs, maintenance, improvements, or alterations made by Lessee shall be accomplished in accordance with

the city building/fire codes. The Lessee shall not erect or attach any signage to the outside of the Hangar without the express written consent of the Lessor.

Lessee shall engage wind locks at all times when hangar door is closed. Lessee shall report any malfunction of the hangar doors immediately to the Lessor. Lessee shall hold the Lessor harmless from damage to aircraft of hangar contents due to Lessee's failure to engage wind locks or report door malfunction.

C. Use of Hangar: The Hangar is for storage of Lessee's Aircraft. The Lessee may only perform preventative maintenance within the Hangar, on Aircraft owned by the Lessee, and as approved under Federal Aviation Regulations Part 43. Painting and major aircraft repairs are prohibited unless otherwise approved in writing by the Lessor and the local fire marshal. Temporary storage of non-aviation items may be allowed if approved in writing by the Lessor or its designated representative. Said storage shall be incidental to the storage of aircraft. The Lessee will be allowed to park his or her car in/on the rented premises only during such time that Lessee is using the Aircraft. Vehicles used to access the Hangar shall have an Airport-issued vehicle permit affixed to the vehicle as directed by the Airport.

D. Commercial Activity: Lessee shall conduct no commercial activity of any kind whatsoever in, from, or around the Hangar without express written consent of the Lessor. For the purpose of this Agreement, commercial activity shall be defined as any activity relating to the buying or selling of goods or services. Commercial activity is governed by the Lessor's Minimal Standards and Requirements for Aeronautical Activities. Participation in a commercial activity in, from, or around the Hangar may result in immediate termination of this Agreement.

E. Access: Lessee agrees to use only the locks supplied by the Lessor. The Lessee will be issued two proprietary style keys which may only be copied by the Lessor. In the event that Lessee loses or damages the lock(s) or key(s), the Lessee shall be responsible for the cost of replacing the lock or re-keying the lock core, as required, and the cost of the key replacement. The Lessor shall retain a master key allowing access to the Hangar. Replacement costs shall be as published in the Lessor's Schedule of Rates and Charges.

Authorized representatives of the Lessor and any applicable federal, state, or local agency having jurisdiction shall have the right of access to the premises during daylight hours, and upon twenty-four (24) hours advance notice to the Lessee, for the purpose of inspection to determine compliance with the provisions of this Agreement or applicable federal, state, or local regulations, or to perform maintenance or make repairs to the leased property.

If any deficiency in compliance with this Agreement is found, including any fire or accident hazard, Lessee shall be so informed and shall rectify the hazard within five (5) days of notice. If not rectified within the five (5) days specified, the Lessor reserves the right to correct the deficiency through reasonable means. Any expenses incurred

by the Lessor in correcting the deficiency will be paid by the Lessee. The Lessor must submit a detailed invoice with supporting documentation to the Lessee listing the commodities or services purchased to correct the deficiency.

Lessee shall follow all security rules and regulations set forth in writing by the Lessor and any agency having jurisdiction. Lessee agrees to Pay all fees specified in the Lessor's Schedule of Rates and Charges for security materials including fees associated with lost access badges, locks, and keys.

F. Termination: On termination of this Agreement, Lessee shall immediately surrender possession of the Hangar and shall remove the Aircraft and all other personal property therein, leaving the Hangar in the same condition as when received, ordinary wear and tear excepted.

ARTICLE 7 – COMPLIANCE WITH LAWS

Each party agrees to comply with all applicable ordinances, rules, and regulations established by any federal, state, or local government agency. Each party agrees to comply with any and all applicable federal, state, or local laws, ordinances, regulations, ruling, orders, and standards, now or hereafter, promulgated for the purpose of protecting the environment. Each party agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

ARTICLE 8 – INDEMNIFICATION

Except to the extent arising from Lessor's default hereunder or the act(s) or omission(s) of Lessor or Lessor's agents, Lessee hereby expressly agrees to indemnify and hold Lessor harmless from and against any and all liability for fines and physical damage to property or injury or death to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by Lessee's use of the Hangar.

ARTICLE 9 – SUBAGREEMENTS/ASSIGNMENT

Lessee shall not assign or sublease the Hangar without prior written approval of the Lessor. In the event that the Lessee wishes to temporarily assign or sublease the Hangar, Lessee must first submit a request to the Lessor in writing. The parking of aircraft not owned or leased by Lessee in the Hangar is prohibited.

ARTICLE 10 – CONDITION OF PREMISES

Except as provided herein, Lessee shall accept the Hangar in its present condition without any liability or obligation on the part of the Lessor to change or alter the present condition of the Hangar.

ARTICLE 11 – INSURANCE

Lessee will provide self-insurance through the State Risk Management Trust Fund for general liability insurance in accordance with Section 284.30, F.S. Further, Lessee shall provide aviation insurance for hull, single limit liability and/or

guest voluntary settlement coverage on the Aircraft or Substitute Aircraft under policy number AV 004794077-59, as same may be amended, cancelled, or renegotiated by the State of Florida from time to time. Pursuant to Section 284.01, F.S., Lessee will provide self-insurance coverage against loss from fire, lightning, sinkholes, and other hazards customarily insured by extended coverage.

ARTICLE 12 – CASUALTY

In the event the Hangar or the means of access thereto shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Hangar is not rendered unusable by such damage. If the Hangar is rendered unusable and the Lessor elects to repair the Hangar, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of the Lessee or its employees, agents, or invitees. If such damage was caused by the Lessee or its employees, agents, or invitees, the rent shall not abate. If the Hangar is rendered unusable and the Lessor elects not to repair the Hangar, this Agreement shall terminate.

ARTICLE 13 – TAXES AND FEES

If at any time during which this Agreement is in effect, the Hangar, leasehold interest in the Hangar, or rental payments applicable to the Hangar become subject to any federal, excise, or other tax or fee, Lessee agrees to assume the payment of such taxes or fees upon thirty (30) days written notice of such fees becoming due and owing. Lessee shall not be responsible for the payment of any retro-active or back taxes.

ARTICLE 14 – NINETY DAY TERMINATION

Either party of this Agreement shall have the right, with or without cause, to terminate this Agreement by giving ninety (90) days prior written notice to the other.

ARTICLE 15 – NON-EXCLUSIVE RIGHTS

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are nonexclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

ARTICLE 16 – GOVERNING LAW AND VENUE

This Agreement will become valid when executed and accepted by the Lessor or its agent and the Lessee. This Agreement will be deemed made and entered in the State of Florida and will be governed by and construed in accordance with the laws of Florida. In the event there is a dispute between parties, suit will be brought only in federal or state courts in Florida and venue will be in Leon County, Florida.

ARTICLE 17 – RELATIONSHIP OF PARTIES

Lessee shall not at any time during the term of this Agreement be considered an agent of the Lessor, and the Lessor shall not be responsible for the acts of omissions of the Lessee or the Lessee's agents or invitees.

ARTICLE 18 – ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between parties as of its effective date and supersedes all prior independent agreements between the parties related to the renting of the Hangar. Any change or modification hereof must be in writing and signed by both parties.

ARTICLE 19 – WAIVER

The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

ARTICLE 20 – SEVERABILITY

If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, this entire Agreement shall not be void, but the remaining provisions shall continue in effect nearly as possible in accordance with the original intent of the parties.

ARTICLE 21 – SUCCESSORS BOUND

This Agreement shall be binding on and shall insure to benefit of the heirs, legal representatives, and successors of the parties hereto.

ARTICLE 22 – SOVEREIGN IMMUNITY

Notwithstanding anything herein to the contrary, this Agreement is subject to Section 768.28, F.S., which, among other things, provides that nothing herein will be deemed to (i) waive any defense of sovereign immunity available to either party, (ii) increase the limits of either party's liability, and (iii) allow a party to assume any liability for the other party's negligence.

ARTICLE 23 – AVAILABILITY OF FUNDS

Pursuant to Section 255.2502, F.S., Lessor acknowledges that the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ARTICLE 24 – RADON GAS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. See Section 404.056(5), Florida Statutes. Lessor certifies that if any radon is present, it is at a measurement level less than 4 PCI/L.

ARTICLE 25 – HUMAN TRAFFICKING

Pursuant to Section 787.06(13), F.S., if the Lessor is a nongovernmental entity, Lessor shall submit to the Lessee, upon execution of this Agreement, any renewal of this Agreement, or any extension of this Agreement, an affidavit signed by an

officer or representative of the Lessor under penalty of perjury attesting that the Lessor does not use coercion for labor or services as defined in Section 787.06, F.S.

ARTICLE 26 – INSEPCTOR GENERAL

Lessor understands and will comply with Section 20.055(5), F.S. regarding cooperating with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055, F.S.

SIGNED BY PARTIES TO THIS AGREEMENT:

As to Lessor – Lessor or authorized representative must sign, print name, and enter date.

	Ire J. Bethea, Sr., City Council President	
Lessor or Authorized Representative	**Printed Name and Title**	**Date**

Approved as to form and legality:

_____

William E. Sexton, Esq., City Attorney

As to Lessee Agency – Agency Head (or authorized designee) and representative of Agency's Office of General Counsel, must sign, print name, and enter date.

	Joey B. Hicks, Director of Administration	
Agency Head or Authorized Delegate	**Printed Name and Title**	**Date**
	John Minnick, Deputy General Counsel	
Agency Office of General Counsel	**Printed Name and Title**	**Date**

File #: 2026-0695 Agenda Item #: 6c.

Submitted By: Greg Vandeventer

Presentation By: Greg Vandeventer

Department: Recreation and Parks

FORMAL TITLE:
One-year renewal of contract with Southern Lawn Care Mid Florida, Inc., for specialty grounds maintenance services with expenditure amount not to exceed $72,600

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
After a competitive solicitation, City Council awarded the contract for specialty grounds maintenance services to Southern Lawn Care Mid Florida, Inc. ("Southern Lawn Care"), on April 4, 2023 (Contract No. REC/230103). Specialty grounds maintenance services include manicured and more detailed mowing services required for downtown areas and medians. The contract was for an initial term of three years, through March 20, 2026, and offered two one-year renewal terms. The compensation for these services was originally set at an amount not to exceed $196,911.

On January 2, 2025, the City and Southern Lawn Care entered into the First Amendment to the agreement in order to modify the service locations and mowing frequencies and increase the expenditure threshold to $205,000 for the remainder of the initial three-year term.

FINDINGS AND CONCLUSIONS:
Southern Lawn Care Mid Florida, Inc., has met all requirements for the provision of specialty ground maintenance services specified in City of Ocala Contract Number: REC/230103, from March 21, 2023, to present. The Recreation & Parks Department requests for the contract to be renewed for the first of two available one-year renewal terms.

FISCAL IMPACT:
The contract for specialty ground maintenance services will have an annual fiscal impact of $72,600. Recreation & Parks grounds maintenance services are budgeted in the Recreation & Parks Department budget (001-021-120-572-57-34010).

PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

SECOND AMENDMENT TO AGREEMENT FOR SPECIALTY GROUNDS MAINTENANCE SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR SPECIALTY GROUNDS MAINTENANCE SERVICES ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SOUTHERN LAWN CARE MID FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 27-4898723) ("Vendor").

WHEREAS, on April 6, 2023, City and Vendor entered into an Agreement for Specialty Grounds Maintenance Services (the "Original Agreement"), City of Ocala Contract Number: REC/230103, for a term of three (3) years, from March 21, 2023, through March 20, 2026; and

WHEREAS, on January 2, 2025, City and Vendor entered into a First Amendment to Agreement for Specialty Grounds Maintenance Services (the "First Amendment") to amend the service locations and mowing frequencies; and

WHEREAS, City and Vendor now desire to extend the Original Agreement, as amended, for the first of two (2) additional one (1) year renewal periods available under the terms of the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM**. The Original Agreement, as amended, is hereby renewed for an additional one (1) year term beginning **MARCH 21, 2026**, and terminating **MARCH 20, 2027**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for up to **ONE (1)** additional **ONE (1) YEAR** period upon written agreement between the parties.
4. **COMPENSATION.** City shall pay Vendor a maximum limiting amount not to exceed **SEVENTY-TWO THOUSAND, SIX HUNDRED AND NO/100 DOLLARS ($72,600)** (the "Contract Sum") over the one (1) year Renewal Term as full and complete compensation for the timely and satisfactory performance of services in accordance with the Contract Documents. The pricing in this Agreement shall only be adjusted by written amendment executed by both parties.
5. **NOTICES**. All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Southern Lawn Care Mid Florida, Inc. Attention: Tim McQuaig 13900 NE 41st Terrace Anthony, Florida 32617 Phone: 352-304-3921 E-mail: kawboy32x@gmail.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.

8. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Second Amendment on _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Ire J. Bethea, Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

SOUTHERN LAWN CARE MID FLORIDA, INC.

_____

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

Docusign Envelope ID: 43B27703-D450-4532-81CA-97030AD44CFE

FIRST AMENDMENT TO AGREEMENT FOR SPECIALTY GROUNDS MAINTENANCE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR SPECIALTY GROUNDS MAINTENANCE ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SOUTHERN LAWN CARE MID FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 27-4898723) ("Vendor").

WHEREAS, on April 6, 2023, City and Southern Lawn Care Mid Florida, Inc. entered into an Agreement for Specialty Grounds Maintenance Services (the "Original Agreement"), City of Ocala Contract Number: REC/230103 for a term of three (3) years from March 21, 2023, to March 20, 2026; and

WHEREAS, City and Vendor desire to modify the service locations and mowing frequencies as outlined in the Scope of Work and Price Proposal, attached to the Original Agreement as **Exhibit A – Amended Scope of Work** and **Exhibit B – Amended Price Proposal**.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Southern Lawn Care Mid Florida, Inc. agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO EXHIBIT A – SCOPE OF WORK.** The document attached to the Original Agreement as Exhibit A – Scope of Work is hereby deleted in its entirety and replaced with the document attached hereto as **Exhibit A – Amended Scope of Work.**
4. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as Exhibit B – Price Proposal is hereby deleted in its entirety and replaced with the document attached as **Exhibit B- Amended Price Proposal**.
5. **COMPENSATION.** City shall pay Vendor an amount not to exceed the maximum limited amount of **TWO HUNDRED FIVE THOUSAND, NO/100 DOLLARS ($205,000)** (the "Contract Sum") over the initial contract term in accordance with the unit pricing set forth in **Exhibit B – Amended Price Proposal**. The pricing in this Agreement shall only be adjusted by written amendment executed by both parties.
6. **NOTICES**. All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

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If to Vendor:	Southern Lawn Care Mid Florida, Inc. Attention: Tim McQuaig 13900 NE 41st Terrace Anthony, Florida 32617 Phone: (352) 304-3921 E-mail: kawboy32x@gmail.com
If to City of Ocala:	Daphne M. Robinson, Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

7. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

8. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.

9. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

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IN WITNESS WHEREOF, the parties have executed this First Amendment on 1/2/2025.

ATTEST:

Signed by: Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by: Ken Whitehead
5877F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by: William E. Sexton, Esq.
B07DCFC4E8BE429...

William E. Sexton, Esq.
City Attorney

SOUTHERN LAWN CARE MID FLORIDA, INC.

DocuSigned by: TIM MCQUAIG
5F5BAB04FEEA49A...

By: TIM MCQUAIG
(Printed Name)

Title: President
(Title of Authorized Signatory)

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BACKGROUND

Contractor will provide all materials, equipment and labor while providing professional grounds maintenance services at multiple locations throughout the City. It shall be the responsibility of the Vendor to maintain the sites outlined in the most efficient and effective manner

EQUIPMENT REQUIREMENTS

Contractor must possess and properly maintain (for the duration of this contract) the following equipment:

1. Five (5) weed eaters
2. Five (5) edgers
3. Five (5) backpack blowers
4. One (1) three-wheel blower (for parking lots)
5. Five (5) mowers which shall include a combination of push and greater zero turn mowers
6. Two (2) trucks/trailers
7. Three (3) backpack sprayers

Working Hours: The normal/standard working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.

MOWING FREQUENCIES

Month	Cuts per month
January	1
February	1
March	4
April	4
May	4
June	4
July	5
August	4
September	4
October	2
November	1
December	1
Total:	**35**

***The City anticipates mowing frequencies as outlined above, however; the City reserves the right to adjust these frequencies as needed.**

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DEFINITIONS

1. Trash: Trash is defined as anything loose and useless (examples but not limited to) bottles, cans, paper, plastic bags, plastic bottles, plastic food wrappers and Styrofoam cups and plates.

2. Debris: Debris is defined as objects lying on the ground in an area to be mowed that are mostly organic (examples but not limited to) tree limbs less than six inches (6") in diameter and smaller than six feet (6') in length, tree branches, twigs, hedge clippings and sapling trimmings. One (1) or two (2) broken concrete blocks would qualify as debris but an abundance of blocks would be the City's responsibility to move. If the Contractor finds large items such as old tires, concrete blocks, old chairs or sofas, dead car batteries, etc., on a site to be mowed please call the City contact to report the findings and the City will remove and properly dispose of the debris. Otherwise, it is the Contractor's responsibility to remove and properly dispose of debris before mowing.

MOWING

1. Mowing and all related services at a park or parcel should be started and completed on the same day (weather permitting). For larger parcels, the Contractor should attempt to complete all work in one area and then move the operation to the next area of that parcel. The intent is that a parcel will not be left for days with the parcel mowed, but with high grass still standing around benches, bleachers, etc. waiting on follow up trimming and weed eating.
2. Each area under this contract must be mowed with properly sized equipment to avoid scalping rutting and cutting off tops in sodded areas. Many of the properties under this contract are "lawns", not just typical park grass (Bahia), and as such must be mowed with more care than one would use in an open park. Properly sized equipment is often key to complying with this requirement**. Note: This may require the use of hand equipment such as push mowers, weed eaters, etc., in limited areas.**

3. Mower must be cleaned before moving to a different property if the next property has a different type of grass.

4. Mow at a height of three (3) inches for Bahia grass, four (4) inches for St. Augustine grass, and three (3) inches for Zoysia grass.

5. Mow all grassed areas in accordance with the frequency indicated on the price page proposal. Specific mowing dates and days will be set by the City. Contractor must follow City noise ordinance when planning mowing times.

6. The City does not include an allowance for delays caused by inclement weather; however, the City will grant time extensions, on a day-to-day basis for delays caused by the effects of rain or other inclement weather conditions. No additional compensation will be made for delays caused by the inclement weather.

7. All equipment must be properly maintained, mechanically. The blades must be sharpened so that the grass is cut and not torn, causing damage to the grass. Tires must be equally inflated

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to avoid uneven cuts, etc. The Vendor is responsible for operating equipment at speeds that result in proper cuts.

8. Vendor must pick up and remove trash and debris in and around the area to be mowed to include fence lines before mowing and properly dispose of it so it is not chopped up by mower. The Vendor is responsible for a clean area (free of trash and debris) with neat appearance, even cut and no clumps of grass to remain in the mowed areas. If the cuttings leave a thick blanket like cover over the existing cut area the operator must repeat the cycle to scatter the grass cuttings. All mowed areas will be inspected by the City's contract monitoring group. Debris must be removed from the site; not thrown under trees. **Grass clippings must be bagged at the Downtown Square and City Hall.**

9. The Contractor will be responsible for all damages incurred to any water sprinkler systems, fences, shrubs, trees, value boxes, etc., while performing the grounds maintenance. Leaning signs and bollards leaning due to contact with equipment will need to be straighten up. Any ground sprinklers damaged are to be repaired immediately to comply with water conservation regulations. All damages are to be reported to the User City where final disposition will be made as to replace and/or repair.

10. Backflow assemblies are located in various areas throughout the City. In the event a backflow assembly unit is damaged or destroyed by the Vendor, the Vendor shall be liable for all damages and shall be responsible for any costs associated with the repair or replacement of the unit(s). The Vendor's employees shall at all times have a wrench in their possession to shut off the water should damage occur. Report any damage within 15 minutes to Jeff Kerley, (352) 368-5527. In the event that Jeff Kerley cannot be reached, please call Parks Operations (352) 368-5550 or the Park Ranger on-call number (352) 789-1133.

11. Water meter damage should be reported to the Water Resources Department (352) 351-6772. Repairs must be made within 48 hours of damage occurrence, with the exception of utility related repairs, which must be completed as soon as possible.

12. No air blowers shall be used to blow grass debris into roadway. Grass clippings shall be blown away from roadways, but not into retention ponds. All cuttings must be kept off/removed from the streets, sidewalks, pavilions, restrooms and trails.

13. When mowing, grass is to be directed away from pools, ponds, retention areas, fences, athletic fields, landscape beds, gardens, plaza's, splash pads, playgrounds, artwork, picnic areas, fence lines and other park amenities. In insistences where mowing occurs around the above-mentioned areas, a rear discharge mower must be used. All cuttings must be kept off/removed from these areas and amenities. If cuttings do manage to get into these areas, Vendor shall be responsible for blowing those areas off, and/or costs to remediate the situation (i.e. cleaning out a pool).

TRIMMING AND WEED CONTROL

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1. The use of chemicals in place of weed eating around parks amenities and support facilities is NOT permitted. Glyphosate and other non-selective herbicides and similar chemicals with application rates per the manufacturer's recommendations are only permitted to be used to spray fence lines and cracks in sidewalks and other paved surfaces or to kill or retard the growth directly under trees as specified herein and shall not be used for any other purpose unless written consent is provided by the City. All plans for use of herbicides must be approved in writing by the City Project Manager before herbicides are applied.

2. When using chemicals to treat fence lines, special care shall be used so chemicals are not sprayed onto adjacent private property and use a cone on the sprayer to prevent overspray. Care should be taken to not over spray onto adjacent turf. A three inch (3") swath is to be sprayed on either side of the fence to maintain grass and weed control providing the adjacent side of the fence is not private property. If the adjacent side is private property only a three inch (3") swath shall be sprayed on the City property. Once the vegetation has been trimmed down to ground level with a weed eater or similar device and the remaining vegetation removed from the fence, the area should be treated with chemicals. Trimming and chemical treating of said vegetation shall be done on the same day the mowing is done. Over spraying resulting in damage of grass will require exact replacement of sod at Contractor's expense.

3. A one foot (1') diameter area from the base of trees shall be maintained when trimming around trees. Chemically kill or restrict the growth directly under trees using Glyphosate and other non-selective herbicides or other suitable and equally effective herbicide. When chemically trimming around trees, special care is to be given to avoid spraying the suckers growing from the ground around the tree; this may damage or kill the tree. Removal of the bark by weed eater or other equipment that is greater than 25% of the diameter of the tree will result in the tree being replaced at the expense of the Contractor. This is common around Crape Myrtles and not normally found around Oaks and other common hard wood trees.

4. Sidewalks, courts (basketball, racquetball, tennis), parking lots, curbs and hard surface trails (asphalt/concrete) are to be mechanically edged (NOT chemically edged) and where there are cracks in the sidewalks, trails and curbs with grass and weeds growing through the cracks the vegetation shall be sprayed with an approved herbicide and after the vegetation is dead it is to be removed with a weed-eater or similar string device and remove debris as work is being done. Walking trails need to be edged once monthly, one the first mowing date of each month.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.

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4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent Contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must have a visible company name/logo on the outside of the vehicle.

MISCELLANEOUS

1. Report sinkholes found in any area to the City Parks Operations Division Head.

2. At least one crewmember must communicate fluently in English.

3. A supervisor or crew leader must be on-site to certify that all work has been completed according to the specifications of the contract. While the City will certainly monitor the Contractor's work for compliance with the contract specifications, it is **not** the City's responsibility to supervise or monitor the work of crews performing the work. If the City has to frequently contact the Contractor about issues, it is indicative of improper supervision by the Contractor, and the City may terminate the contract for cause.

4. Properties having gates: Any gates needing repair for failure to close, open, or lock must be reported to the department* responsible for that area. All gates must be closed and locked when finished mowing. *If Contractor is unsure of which City department is responsible for the gate in question, please notify the City Parks Operations Division Head.

5. All Contractor's employees are to wear shirts or have a badge which identifies their company, and all trucks belonging to the Contractor must bear the company's name. Shirts must be worn at all times while working on City property.

6. When working near roadways or within roadway medians, the Contractor shall wear an FDOT approved vest; and FDOT approved safety cones and FDOT approved "Men Working Signs" shall be placed appropriately in front of and behind their truck. The Contractor is responsible for fully understanding these requirements and costs related to compliance shall be included in Contractor's price proposal.

7. Contractor will submit a weekly report to the City Project Manager. The weekly report shall list the properties mowed, and identify any problems or issues at any of the sites as well as the Contractor's recommendations to resolve the issue or problem.

8. Contractor will suggest a schedule for what day each park is going to be mowed during the week and shall provide that schedule to the City Project Manager for approval. The City reserves the right to

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designate the scheduled mowing day for any particular property as needed to accommodate City programming schedules and will discuss same with Contractor when establishing the schedule

9. All properties will be mowed in a one week period (one cycle). During March to May when the properties are mowed every other week, the properties shall all still be mowed in one week (and not split up between the two weeks).

10. To allow for bad weather or other unforeseen issues, certain properties may be mowed on Saturday. This extra day is not intended to be used every week, but only in the above mentioned circumstances.

11. If a property is not mowed within the one week period (Monday thru Saturday), then the property will not be mowed until the next mowing cycle and regularly scheduled day. The properties that are not mowed during that cycle will not be billed or paid by the City. It will be the City's responsibility to determine if the properties missed during that cycle will need to be mowed before the next cycle. If so, the City will mow them.

12. The properties should be mowed according to the schedule to avoid having more than seven (7) days between mowing during the weekly mowing schedule.

13. If the Contractor is regularly not able to complete the scheduled mowing cycle as outlined above, the City will interpret this to mean that the Contractor does not have the resources to successfully execute this contract and may terminate the contract for cause.

14. A batwing mower can be used at Lillian Bryant and Ocala Regional Sportsplex to assist in getting the parks mowed in the allotted time. The Contractor may store this piece of equipment at WRF #3 under the following conditions:
    A. The City will not provide a covered storage area.
    B. The City will not be responsible for any damage to the equipment while it is stored on City property.
    C. The equipment will only be accessible at WRF #3 from 8am to 5pm during the week.
    D. All other specifications must be complied with.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish, the following services/data to the Contractor for the performance of services:

    A. Access to City buildings and facilities to perform the work.
    B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
    C. Provide office facilities for the Contractor, if needed.

2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

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1. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Installation shall be in compliance with all requirements and instructions of applicable manufacturers.
4. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
6. Data collected by the Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
7. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.

SUB-CONTRACTORS

1. Contractor must perform a minimum of 30% of the work with their own forces.
2. Services assigned to sub-Contractors must be approved in advance by the City Project Manager.

SAFETY

1. The Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-Contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

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EXHIBIT B - AMENDED PRICE PROPOSAL			CONTRACT# REC/230103	
SOUTHERN LAWN CARE MID FLORIDA INC				
SPECIALTY MOWING AGREEMENT				
Section A				
ITEM	**DESCRIPTION**	**UOM**	**Cuts Per Year**	**Unit Cost**
1	City Hall Complex - 110 SE Watula Avenue (including Citizens' Circle and Electric Customer Service Center). Boundaries are E. Ft King to the north, SE Watula to the east, SE Osceola to the west, and SE 3rd ST to the south. Osceola and SE 3rd St mowing corner 15ft off Mow ROW between SE 3rd St. and Ft. King on Osceola west side of the railroad track behind the restaurant Mow at a height of 4". clippings must be picked up.	Each	35	$ 231.75
2	Downtown Square - S. Broadway St and SE 1st Ave and twelve (12) small islands surrounding the square. Mow the square at 4" and the grass clippings must be picked up.	Each	35	$ 36.05
3	Hershberger Park - 1735 N. Magnolia Ave - mow all three sections.	Each	35	$ 77.25
4	10th Street Park- NE 10th St. and N. Magnolia Ave - Mow from 10th St to the south to Johnson Tire to the north, and N. Magnolia to the west to dirt road to the east.	Each	35	$ 36.05
5	Parking Lot 5 - 200 block of NE 1st Ave	Each	35	$ 41.20
6	Parking Lot 9 - SW 2nd Ave & SW Ft King St	Each	35	$ 46.52
7	Power Plant Block - 405 SE Osceola Ave (includes all grass on this block). SE 5th St to the south, SE Osceola to the west. SE 3rd to the north, and SE 3rd Ave to the east. Also the water tank/triangle.	Each	35	$ 99.68
8	Art Park - 213 NE 5th St. - R/R tracks to the north, west, and east - NE 5th St to the south- this includes on the other side of the fence to the north to platform and the other side of the landscaping to the west to tracks.	Each	35	$ 186.06
9	Train/Bus Station - 500 block of NE 1st Ave and Magnolia Split (triangle) by RR Track.	Each	35	$ 149.52
10	Downtown Hwy 40 medians/ROW's - Watula to Pine Ave, and northwest corner island at W. Hwy 40 and NW 3rd St., northeast comer island at W. Hay 40 and NW 4th St.	Each	35	$ 87.55
11	Downtown Ft King St ROW's - Osceola to Pine Ave, area around electrical box south mid block between S. Magnolia and SE 1 first Ave. To RR tracks	Each	35	$ 128.75
12	Downtown Broadway - Watula to West. Hwy 40 (R.O.W). Including the strip along east side of parking garage from Fort King to Broadway to vacant lot property line.	Each	35	$ 128.75
13	E Ft King Medians/Roundabouts - SE 25th Ave to 36th Ave	Each	35	$ 231.75
14	West Highway 40 Gateway medians - Three medians (two on east and one on west side of 1-75)	Each	35	$ 87.55
15	West Highway 27 Gateway medians - Two medians (one on the east side and one on west side of I- 75)	Each	35	$ 87.55
16	R.O.W SE 1 Ave. from SE 5th St. to NE 3rd St.	Each	35	$ 66.45
17	SW 1 Ave. RO.W's from SW 2nd to W. Hwy 40, parking lot #7, parking lot #11	Each	35	$ 49.84
18	S-Curve/Billboard - 800 blk S. Magnolia - 4 medians & area around billboard to the east of the R/R tracks	Each	35	$ 87.55
19	Mary Sue Rich Community Center 1921 NW 17th PL. NW 17th Pl to South, NW 21st to West Property Line North East. Not including Sub Station	Each	35	$ 87.55
20	Presbyterian Lot Fort King- E Fort King/SE Sanchez-Whole Block	Each	35	$ 46.35
21	Parking Lot#6 at the NW 2nd St and N Magnolia Blk	Each	35	$ 80.00

Certificate Of Completion

Envelope Id: 43B27703-D450-4532-81CA-97030AD44CFE
Status: Completed
Subject: First Amendment to Agreement for Specialty Grounds Maintenance Services (REC/230103)
Source Envelope:
Document Pages: 11
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
1/2/2025 10:12:31 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: DocuSign

Signer Events	Signature	Timestamp
TIM MCQUAIG kawboy32x@gmail.com President Security Level: Email, Account Authentication (None)	DocuSigned by: TIM MCQUAIG 5F5BAB04FEEA49A... Signature Adoption: Pre-selected Style Using IP Address: 135.129.119.60	Sent: 1/2/2025 10:14:50 AM Viewed: 1/2/2025 10:27:01 AM Signed: 1/2/2025 10:28:10 AM
Electronic Record and Signature Disclosure: Accepted: 1/2/2025 10:27:01 AM ID: 54f09043-d585-4e3b-b71f-5183d0fc7857		
William E. Sexton, Esq. wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/2/2025 10:28:11 AM Viewed: 1/2/2025 10:36:15 AM Signed: 1/2/2025 10:36:27 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/2/2025 10:36:28 AM Viewed: 1/2/2025 10:42:33 AM Signed: 1/2/2025 10:43:24 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/2/2025 10:43:26 AM Viewed: 1/6/2025 8:53:42 AM Signed: 1/6/2025 8:53:56 AM
Electronic Record and Signature Disclosure: Accepted: 1/6/2025 8:53:42 AM ID: 04aea09d-0c92-4109-8d52-d6a8713dabe4		

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**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/2/2025 10:14:50 AM
Certified Delivered	Security Checked	1/6/2025 8:53:42 AM
Signing Complete	Security Checked	1/6/2025 8:53:56 AM
Completed	Security Checked	1/6/2025 8:53:56 AM

Payment Events	Status	Timestamps
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.

DocuSign Envelope ID: 0F53FB7A-DF1B-41D5-95D5-C800F4A07147
DocuSign Envelope ID: B136820D-B8B1-49D4-8CA8-6C66C0037CDF

AGREEMENT FOR SPECIALTY GROUNDS MAINTENANCE SERVICES

THIS AGREEMENT FOR SPECIALTY GROUNDS MAINTENANCE SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **SOUTHERN LAWN CARE MID FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 27-4898723) ("Vendor").

WHEREAS, on December 15, 2022, City issued an Invitation to Bid ("ITB") for the provision of providing specialty grounds maintenance services at multiple locations throughout the City, ITB No.: REC/230103 (the "Solicitation"); and

WHEREAS, five (5) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Vendor was the second-lowest; and

WHEREAS, Michael Faison Lawn Maintenance, LLC was offered but ultimately declined the award of the contract for the provision of specialty grounds maintenance services; and

WHEREAS, as the second-lowest bidder, Southern Lawn Care Mid Florida, Inc., was chosen as the intended awardee to provide specialty grounds maintenance services at multiple locations throughout the City (the "Services");

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Vendor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   Exhibits to Agreement: The Exhibits to this Agreement are as follows:

   Exhibit A: Scope of Work (A-1 through A-7)
   Exhibit B: Price Proposal (B-1)
3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, and permits necessary for Vendor to perform its obligations under this Agreement as set forth the attached **Exhibit A - Scope of Work** and Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** The highest total compensation payable to Vendor by City under this Agreement for the timely and satisfactory performance of services in compliance with the Contract Documents shall be **ONE HUNDRED NINETY-SIX THOUSAND, NINE HUNDRED ELEVEN AND NO/100 DOLLARS ($196,911)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory performance of services to the City over the Initial Term of the Agreement in accordance with the Contract Documents and unit pricing set forth below.

   B. **Renewal Pricing Increases.** Pricing shall remain firm and fixed during the Initial Term of this Agreement. Any renewal price adjustment shall be subject to negotiation and must be approved by the City of Ocala. Vendor shall submit a written request for price adjustment

identifying the reason for the price increase, and attach suitable documentation in support of same, no less than **NINETY (90) DAYS** prior to the expiration of the then existing Contract Term. No retroactive price adjustments will be allowed. Pricing increases shall not exceed the lesser of: (i) the amount of the percentage increase reflected in the Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted, based upon the most recent **TWELVE (12) MONTH** period; or (ii) **THREE PERCENT (3%) ANNUALLY** unless there are mitigating market conditions.

C. **Invoice Submission**. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, an Invoice Date and Location of Services. Vendor shall submit the original invoice through the responsible City Project Manager at: **Recreation and Parks Division Head**, 828 NE 8th Avenue, Ocala, Florida 34470 Attn: **Bill Rodriguez**, E-Mail: wcayro@ocalafl.org; Telephone: (352) 358-5503.

D. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

E. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

F. **Excess Funds**. If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **MARCH 21, 2023** and continue for a term of **THREE (3) YEARS**, through and including **MARCH 20, 2026**. This Agreement may be renewed for **TWO (2)** additional **ONE-YEAR (1-Year)** periods by written consent between City and Vendor.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.
B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure.
C. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

6. **INSPECTION AND ACCEPTANCE OF THE WORK**. All services, work, and materials provided by Vendor under this Agreement shall be provided under the direction and to the satisfaction and approval of the Project Manager.
   A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials, the rate of progress of the work, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Bid. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the Services.
   B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or safety precautions or programs incident to Vendor's provision of Services under this Agreement.
7. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
      (1) Vendor's performance or workmanship falls below acceptable City or trade standards;
      (2) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
      (3) Vendor provides material that does not meet the specifications of the Agreement;
      (4) Vendor fails to complete the work required within the time stipulated in the Agreement; or

(5) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Vendor Default**. In the event Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
(1) City shall be entitled to terminate this Agreement without further notice;
(2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
(3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and
(4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; or (ii) any other remedy as provided by law.

D. **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 Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **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 Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor 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. Vendor 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 Vendor as permitted under this Agreement and approved by City.

8. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.
9. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
10. **VENDOR REPRESENTATIONS**. Vendor expressly represents that:

A. Vendor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in

scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.

B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.

C. Vendor has had an opportunity to visit, has visited, and has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Vendor's own investigation.

D. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

E. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

11. **VENDOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:

A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures, and safety precautions or programs incident thereto.

C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.

12. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive

arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

13. **STORAGE OF MATERIALS/EQUIPMENT**. Vendor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Vendor or City) to be utilized in the performance of or incorporated into the work.

14. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

15. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:
    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
    C. Policy must include coverage for contractual liability and independent contractors.
    D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Vendor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

16. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Vendor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**

17. **MISCELLANEOUS INSURANCE PROVISIONS.**
    A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting

Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.

B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. Certificates of Insurance. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org. Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. Failure to Maintain Coverage. In the event Vendor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.

E. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.

F. Notice of Cancellation of Insurance. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.

G. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

H. Severability of Interests. Vendor shall arrange for its liability insurance to include, or be endorsed to include a severability of interests/cross-liability provision so that the "City of

Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

18. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
    A. All employees on the work and other persons that may be affected thereby;
    B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

19. **TRAFFIC CONTROL AND BARRICADES.** Vendor shall mitigate impact on local traffic conditions to all extents possible. Vendor is responsible for establishing and maintaining appropriate traffic control and barricades. Vendor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

20. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

21. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

22. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor

its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.

23. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
24. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
25. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
26. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor 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 Vendor 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 Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'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.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

27. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
28. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
29. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
30. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
31. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
32. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
33. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this

Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

34. **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.
35. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Southern Lawn Care Mid Florida, Inc. Attention: Tim McQuaig 13900 NE 41st Terrace Anthony, Florida 32617 Phone: 352-304-3921 E-mail: kawboy32x@gmail.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.org
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.org

36. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
37. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR

RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

38. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

39. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

40. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

41. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

42. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

43. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

44. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

45. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

46. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

47. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

48. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 4/6/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
James P. Hilty, Sr.
6FD4FC329B6F4DF...

James P. Hilty, Sr.
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...

William E. Sexton, Esq.
City Attorney

SOUTHERN LAWN CARE MID FLORIDA, INC.

DocuSigned by:
Southern Lawn Care Mid Florida, Inc.
5F5BAB04FEEA49A...

By: Southern Lawn Care Mid Florida, Inc.
(Printed Name)

Title: President
(Title of Authorized Signatory)

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BACKGROUND

Contractor will provide all materials, equipment and labor while providing professional grounds maintenance services at multiple locations throughout the City. It shall be the responsibility of the Vendor to maintain the sites outlined in the most efficient and effective manner

EQUIPMENT REQUIREMENTS

Contractor must possess and properly maintain (for the duration of this contract) the following equipment:

1. Five (5) weed eaters
2. Five (5) edgers
3. Five (5) backpack blowers
4. One (1) three-wheel blower (for parking lots)
5. Five (5) mowers which shall include a combination of push and greater zero turn mowers
6. Two (2) trucks/trailers
7. Three (3) backpack sprayers

Working Hours: The normal/standard working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.

MOWING FREQUENCIES

Month	Cuts per month
January	1
February	1
March	2
April	2
May	4
June	4
July	5
August	4
September	4
October	2
November	1
December	1
Total:	**31**

***The City anticipates mowing frequencies as outlined above, however; the City reserves the right to adjust these frequencies as needed.**

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DEFINITIONS

1. Trash: Trash is defined as anything loose and useless (examples but not limited to) bottles, cans, paper, plastic bags, plastic bottles, plastic food wrappers and Styrofoam cups and plates.

2. Debris: Debris is defined as objects lying on the ground in an area to be mowed that are mostly organic (examples but not limited to) tree limbs less than six inches (6") in diameter and smaller than six feet (6') in length, tree branches, twigs, hedge clippings and sapling trimmings. One (1) or two (2) broken concrete blocks would qualify as debris but an abundance of blocks would be the City's responsibility to move. If the Contractor finds large items such as old tires, concrete blocks, old chairs or sofas, dead car batteries, etc., on a site to be mowed please call the City contact to report the findings and the City will remove and properly dispose of the debris. Otherwise, it is the Contractor's responsibility to remove and properly dispose of debris before mowing.

MOWING

1. Mowing and all related services at a park or parcel should be started and completed on the same day (weather permitting). For larger parcels, the Contractor should attempt to complete all work in one area and then move the operation to the next area of that parcel. The intent is that a parcel will not be left for days with the parcel mowed, but with high grass still standing around benches, bleachers, etc. waiting on follow up trimming and weed eating.
2. Each area under this contract must be mowed with properly sized equipment to avoid scalping rutting and cutting off tops in sodded areas. Many of the properties under this contract are "lawns", not just typical park grass (Bahia), and as such must be mowed with more care than one would use in an open park. Properly sized equipment is often key to complying with this requirement**. Note: This may require the use of hand equipment such as push mowers, weed eaters, etc., in limited areas.**

3. Mower must be cleaned before moving to a different property if the next property has a different type of grass.

4. Mow at a height of three (3) inches for Bahia grass, four (4) inches for St. Augustine grass, and three (3) inches for Zoysia grass.

5. Mow all grassed areas in accordance with the frequency indicated on the price page proposal. Specific mowing dates and days will be set by the City. Contractor must follow City noise ordinance when planning mowing times.

6. The City does not include an allowance for delays caused by inclement weather; however, the City will grant time extensions, on a day-to-day basis for delays caused by the effects of rain or other inclement weather conditions. No additional compensation will be made for delays caused by the inclement weather.

7. All equipment must be properly maintained, mechanically. The blades must be sharpened so that the grass is cut and not torn, causing damage to the grass. Tires must be equally inflated

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to avoid uneven cuts, etc. The Vendor is responsible for operating equipment at speeds that result in proper cuts.

8. Vendor must pick up and remove trash and debris in and around the area to be mowed to include fence lines before mowing and properly dispose of it so it is not chopped up by mower. The Vendor is responsible for a clean area (free of trash and debris) with neat appearance, even cut and no clumps of grass to remain in the mowed areas. If the cuttings leave a thick blanket like cover over the existing cut area the operator must repeat the cycle to scatter the grass cuttings. All mowed areas will be inspected by the City's contract monitoring group. Debris must be removed from the site; not thrown under trees. **Grass clippings must be bagged at the Downtown Square and City Hall.**

9. The Contractor will be responsible for all damages incurred to any water sprinkler systems, fences, shrubs, trees, value boxes, etc., while performing the grounds maintenance. Leaning signs and bollards leaning due to contact with equipment will need to be straighten up. Any ground sprinklers damaged are to be repaired immediately to comply with water conservation regulations. All damages are to be reported to the User City where final disposition will be made as to replace and/or repair.

10. Backflow assemblies are located in various areas throughout the City. In the event a backflow assembly unit is damaged or destroyed by the Vendor, the Vendor shall be liable for all damages and shall be responsible for any costs associated with the repair or replacement of the unit(s). The Vendor's employees shall at all times have a wrench in their possession to shut off the water should damage occur. Report any damage within 15 minutes to Jeff Kerley, (352) 368-5527. In the event that Jeff Kerley cannot be reached, please call Parks Operations (352) 368-5550 or the Park Ranger on-call number (352) 789-1133.

11. Water meter damage should be reported to the Water Resources Department (352) 351-6772. Repairs must be made within 48 hours of damage occurrence, with the exception of utility related repairs, which must be completed as soon as possible.

12. No air blowers shall be used to blow grass debris into roadway. Grass clippings shall be blown away from roadways, but not into retention ponds. All cuttings must be kept off/removed from the streets, sidewalks, pavilions, restrooms and trails.

13. When mowing, grass is to be directed away from pools, ponds, retention areas, fences, athletic fields, landscape beds, gardens, plaza's, splash pads, playgrounds, artwork, picnic areas, fence lines and other park amenities. In insistences where mowing occurs around the above-mentioned areas, a rear discharge mower must be used. All cuttings must be kept off/removed from these areas and amenities. If cuttings do manage to get into these areas, Vendor shall be responsible for blowing those areas off, and/or costs to remediate the situation (i.e. cleaning out a pool).

TRIMMING AND WEED CONTROL

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1. The use of chemicals in place of weed eating around parks amenities and support facilities is NOT permitted. Glyphosate and other non-selective herbicides and similar chemicals with application rates per the manufacturer's recommendations are only permitted to be used to spray fence lines and cracks in sidewalks and other paved surfaces or to kill or retard the growth directly under trees as specified herein and shall not be used for any other purpose unless written consent is provided by the City. All plans for use of herbicides must be approved in writing by the City Project Manager before herbicides are applied.

2. When using chemicals to treat fence lines, special care shall be used so chemicals are not sprayed onto adjacent private property and use a cone on the sprayer to prevent overspray. Care should be taken to not over spray onto adjacent turf. A three inch (3") swath is to be sprayed on either side of the fence to maintain grass and weed control providing the adjacent side of the fence is not private property. If the adjacent side is private property only a three inch (3") swath shall be sprayed on the City property. Once the vegetation has been trimmed down to ground level with a weed eater or similar device and the remaining vegetation removed from the fence, the area should be treated with chemicals. Trimming and chemical treating of said vegetation shall be done on the same day the mowing is done. Over spraying resulting in damage of grass will require exact replacement of sod at Contractor's expense.

3. A one foot (1') diameter area from the base of trees shall be maintained when trimming around trees. Chemically kill or restrict the growth directly under trees using Glyphosate and other non-selective herbicides or other suitable and equally effective herbicide. When chemically trimming around trees, special care is to be given to avoid spraying the suckers growing from the ground around the tree; this may damage or kill the tree. Removal of the bark by weed eater or other equipment that is greater than 25% of the diameter of the tree will result in the tree being replaced at the expense of the Contractor. This is common around Crape Myrtles and not normally found around Oaks and other common hard wood trees.

4. Sidewalks, courts (basketball, racquetball, tennis), parking lots, curbs and hard surface trails (asphalt/concrete) are to be mechanically edged (NOT chemically edged) and where there are cracks in the sidewalks, trails and curbs with grass and weeds growing through the cracks the vegetation shall be sprayed with an approved herbicide and after the vegetation is dead it is to be removed with a weed-eater or similar string device and remove debris as work is being done. Walking trails need to be edged once monthly, one the first mowing date of each month.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.

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4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent Contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must have a visible company name/logo on the outside of the vehicle.

MISCELLANEOUS

1. Report sinkholes found in any area to the City Parks Operations Division Head.

2. At least one crewmember must communicate fluently in English.

3. A supervisor or crew leader must be on-site to certify that all work has been completed according to the specifications of the contract. While the City will certainly monitor the Contractor's work for compliance with the contract specifications, it is **not** the City's responsibility to supervise or monitor the work of crews performing the work. If the City has to frequently contact the Contractor about issues, it is indicative of improper supervision by the Contractor, and the City may terminate the contract for cause.

4. Properties having gates: Any gates needing repair for failure to close, open, or lock must be reported to the department* responsible for that area. All gates must be closed and locked when finished mowing. *If Contractor is unsure of which City department is responsible for the gate in question, please notify the City Parks Operations Division Head.

5. All Contractor's employees are to wear shirts or have a badge which identifies their company, and all trucks belonging to the Contractor must bear the company's name. Shirts must be worn at all times while working on City property.

6. When working near roadways or within roadway medians, the Contractor shall wear an FDOT approved vest; and FDOT approved safety cones and FDOT approved "Men Working Signs" shall be placed appropriately in front of and behind their truck. The Contractor is responsible for fully understanding these requirements and costs related to compliance shall be included in Contractor's price proposal.

7. Contractor will submit a weekly report to the City Project Manager. The weekly report shall list the properties mowed, and identify any problems or issues at any of the sites as well as the Contractor's recommendations to resolve the issue or problem.

8. Contractor will suggest a schedule for what day each park is going to be mowed during the week and shall provide that schedule to the City Project Manager for approval. The City reserves the right to

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designate the scheduled mowing day for any particular property as needed to accommodate City programming schedules and will discuss same with Contractor when establishing the schedule

9. All properties will be mowed in a one week period (one cycle). During March to May when the properties are mowed every other week, the properties shall all still be mowed in one week (and not split up between the two weeks).

10. To allow for bad weather or other unforeseen issues, certain properties may be mowed on Saturday. This extra day is not intended to be used every week, but only in the above mentioned circumstances.

11. If a property is not mowed within the one week period (Monday thru Saturday), then the property will not be mowed until the next mowing cycle and regularly scheduled day. The properties that are not mowed during that cycle will not be billed or paid by the City. It will be the City's responsibility to determine if the properties missed during that cycle will need to be mowed before the next cycle. If so, the City will mow them.

12. The properties should be mowed according to the schedule to avoid having more than seven (7) days between mowing during the weekly mowing schedule.

13. If the Contractor is regularly not able to complete the scheduled mowing cycle as outlined above, the City will interpret this to mean that the Contractor does not have the resources to successfully execute this contract and may terminate the contract for cause.

14. A batwing mower can be used at Lillian Bryant and Ocala Regional Sportsplex to assist in getting the parks mowed in the allotted time. The Contractor may store this piece of equipment at WRF #3 under the following conditions:
    A. The City will not provide a covered storage area.
    B. The City will not be responsible for any damage to the equipment while it is stored on City property.
    C. The equipment will only be accessible at WRF #3 from 8am to 5pm during the week.
    D. All other specifications must be complied with.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish, the following services/data to the Contractor for the performance of services:

    A. Access to City buildings and facilities to perform the work.
    B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
    C. Provide office facilities for the Contractor, if needed.

2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

DocuSign Envelope ID: 0F53FB7A-DF1B-41D5-95D5-C800F4A07147 DocuSign Envelope ID: B136820D-B8B1-49D4-8CA8-6C66C0037CDF

1. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Installation shall be in compliance with all requirements and instructions of applicable manufacturers.
4. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
6. Data collected by the Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
7. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.

SUB-CONTRACTORS

1. Contractor must perform a minimum of 30% of the work with their own forces.
2. Services assigned to sub-Contractors must be approved in advance by the City Project Manager.

SAFETY

1. The Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-Contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

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ITEM	DESCRIPTION	UOM	Cuts Per Year	Unit Cost
1	City Hall Complex - 110 SE Watula Avenue (including Citizens' Circle and Electric Customer Service Center). Boundaries are E. Ft King to the north, SE Watula to the east, SE Osceola to the west, and SE 3rd ST to the south. Osceola and SE 3rd St mowing corner 15ft off Mow ROW between SE 3rd St. and Ft. King on Osceola west side of the railroad track behind the restaurant Mow at a height of 4". clippings must be picked up.	Each	31	$231.75
2	Murphy Parking Lot - W. Hwy 40 to the south, N. Magnolia to the east. NW 1st Ave to the west and NW 1 St to the north	Each	31	$36.05
3	Downtown Square - S. Broadway St and SE 1st Ave and twelve (12) small islands surrounding the square. Mow the square at 4" and the grass clippings must be picked up.	Each	31	$36.05
4	Hershberger Park - 1735 N. Magnolia Ave - mow all three sections.	Each	31	$77.25
5	10th Street Park- NE 10th St. and N. Magnolia Ave - Mow from 10th St to the south to Johnson Tire to the north, and N. Magnolia to the west to dirt road to the east.	Each	31	$36.05
6	Parking Lot 5 - 200 block of NE 1st Ave	Each	31	$41.20
7	Parking Lot 9 - SW 2nd Ave & SW Ft King St	Each	31	$46.52
8	Power Plant Block - 405 SE Osceola Ave (includes all grass on this block). SE 5th St to the south, SE Osceola to the west. SE 3rd to the north, and SE 3rd Ave to the east. Also the water tank/triangle.	Each	31	$99.68
9	Art Park - 213 NE 5th St. - R/R tracks to the north, west, and east - NE 5th St to the south- this includes on the other side of the fence to the north to platform and the other side of the landscaping to the west to tracks.	Each	31	$186.06
10	Train/Bus Station - 500 block of NE 1st Ave and Magnolia Split (triangle) by RR Track.	Each	31	$149.52
11	Downtown Hwy 40 medians/ROW's - Watula to Pine Ave, and northwest corner island at W. Hwy 40 and NW 3rd St., northeast comer island at W. Hay 40 and NW 4th St.	Each	31	$87.55
12	Downtown Ft King St ROW's - Osceola to Pine Ave, area around electrical box south mid block between S. Magnolia and SE 1 first Ave. To RR tracks	Each	31	$128.75
13	Downtown Broadway - Watula to West. Hwy 40 (R.O.W). Including the strip along east side of parking garage from Fort King to Broadway to vacant lot property line.	Each	31	$128.75
14	E Ft King Medians/Roundabouts - SE 25th Ave to 36th Ave	Each	31	$231.75
15	West Highway 40 Gateway medians - Three medians (two on east and one on west side of 1-75)	Each	31	$87.55
16	West Highway 27 Gateway medians - Two medians (one on the east side and one on west side of I- 75)	Each	31	$87.55
17	Parking Lot 6 - NW 2nd St. and N. Magnolia	Each	31	$87.55
18	R.O.W SE 1 Ave. from SE 5th St. to NE 3rd St.	Each	31	$66.45
19	SW 1 Ave. RO.W's from SW 2nd to W. Hwy 40, parking lot #7, parking lot #11	Each	31	$49.84
20	S-Curve/Billboard - 800 blk S. Magnolia - 4 medians & area around billboard to the east of the R/R tracks	Each	31	$87.55
21	Mary Sue Rich Community Center 1921 NW 17th PL. NW 17th Pl to South, NW 21st to West Property Line North East. Not including Sub Station	Each	31	$87.55
22	Presbyterian Lot Fort King- E Fort King/SE Sanchez-Whole Block	Each	31	$46.35

Item Details

File Number: 2023-0756

ID #:	2023-0756	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	8	**In Control:**	City Council
				File Created:	03/16/2023
Presented By: :				**Final Action:**	04/04/2023

rmal Title: Approve a three-year contract with Southern Lawn Care Mid Florida, Inc. for specialty grounds maintenance services with an aggregate expenditure amount not to exceed $196,911

Internal Notes:

Target Meeting: 04/04/2023

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - Specialty Grounds Maintenance Southern Lawn Care Mid Florida Inc. (REC 230103) (vendor signed), BID TABULATION

Enactment Number:

:ommendation:

Hearing Date:

Entered by: dsimpkins@ocalafl.org

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/04/2023	Approved				Pass

Action Text:

Notes: Council Member Mansfield asked if the department executes one-year contract renewals. Parks Division Head William Cayro Rodriguez responded no; the department favors executing multiyear contracts to lock-in the price, due to inflation.

There being no further discussion the motion carried by roll call vote.

Aye: 5 Council President Mansfield, Council Member Bethea Sr, Pro Tem Dreyer, Council Member Musleh, and Council Member Hilty Sr

Text of Legislative File 2023-0756

Submitted By: Preston Pooser

Presentation By: William Cayro-Rodriguez

..end
Department: Recreation and Parks

STAFF RECOMMENDATION (Motion Ready):

Approve a three-year contract with Southern Lawn Care Mid Florida, Inc. for specialty grounds maintenance services with an aggregate expenditure amount not to exceed $196,911

..end

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Quality of Place

PROOF OF PUBLICATION:
Bid released to the public: 12/15/2022

BACKGROUND:
Due to the size and scope of work for grounds maintenance, parks mowing is divided into two sections: Recreation & Parks grounds maintenance services and specialty grounds maintenance services (which includes most of the manicured mowing in Downtown and the medians). Awarding the work via two contracts ensures that the work will be manageable for smaller contractors who might want to submit a proposal for one section, but not both. Our specialty mowing areas require a more detailed residential cut compared to the Recreation & Parks grounds maintenance services.

On December 15, 2022, the City issued its Invitation to Bid ("ITB") No. REC/230103 for specialty grounds maintenance services. On January 25, 2023, bids were received from five (5) vendors. The bids from Michael Putch, LLC and SLC Ocala, LLC were rejected as non-responsive due to failure to meet the licensing requirements as set forth in the solicitation. Bid results for the remaining responsive bidders are summarized below:

Council originally approved the award of this agreement to Michael Faison Lawn Maintenance, LLC on March 7, 2023, for the annual amount of $54,758.40. Michael Faison Lawn Maintenance, LLC, subsequently withdrew his services citing an inability to perform the work at the rate originally quoted.

As the second lowest responsive and responsible bidder, Southern Lawn Care Mid Florida, Inc., has been selected as the intended awardee for the provision of specialty grounds maintenance services at an annual contracted amount of $65,636.92, an increase of $10,878.52 from that of Michael Faison Lawn Maintenance, LLC.

FINDINGS AND CONCLUSIONS:
· Southern Lawn Care Mid Florida, Inc. meets all solicitation requirements for the provision of specialty grounds maintenance services. After a review of references and all other bid criteria, staff recommends awarding the contract to Southern Lawn Care Mid Florida, Inc.
· The term of the agreement is for three years, with two optional one-year renewals upon mutual written consent of both parties.
· The annual contract amount for specialty grounds maintenance services is $65,636.92 which yields an aggregate total of $196,911 over the three-year contract term.

FISCAL IMPACT:
The contract for specialty grounds maintenance services will have an annual fiscal impact of $65,636.92. Recreation and Parks grounds maintenance services are budgeted in the Recreation and Parks Department budget (001-021-120-572-57-34010). Adequate funds are budgeted to cover the cost of these services.

PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

File #: RES-2026-15 Agenda Item #: 6d.

Submitted By: Noel Cooper

Presentation By: Sean Lanier

Department: Engineering

FORMAL TITLE:
Resolution 2026-15 to approve and adopt the Marion County Comprehensive Emergency Management Plan

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place, .

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The City of Ocala (City) participates in the voluntary National Flood Insurance Community Rating System (CRS) developed by the Federal Emergency Management Agency (FEMA). The City of Ocala is a Class 3 Community and is currently undergoing its triennial verification. As a Class 3 community, property owners in the City of Ocala qualify for a discount on their flood insurance. Properties in Special Flood Hazard Areas (SFHA) receive a 35% discount on their Flood Insurance. Also, properties in Non-Special Flood Hazard Areas (Non-SFHA) receive a 10% discount on their Flood Insurance.

One of the areas for receiving credits for the CRS is having a flood warning and response plan. The 2025 FEMA Coordinator's Manual lists the following as one of the required credit criteria for a flood warning and response plan (Activity 610):

"The community must have a flood warning and response plan that has been adopted by the community's governing body or by an office that has been delegated approval authority by the community's governing body….If the plan is prepared at the borough, county, or parish level, it must include or be adopted by the individual communities seeking credit for it."

In the previous CRS verification, the City earned 235 points out of the maximum 395 points available for Activity 610. As we work to earn credits to move up in the program, any reductions in previously earned credits would make this goal difficult. More importantly, earning credit under Activity 610 is a requirement for Class 4. Loss of the Activity 610 credit would result in the City moving back to Class 5. In previous verification cycles, the City formally adopted Marion County's Comprehensive Emergency Management Plan (CEMP) and included the adoption in documentation for the Activity.

FINDINGS AND CONCLUSIONS:
Marion County's CEMP addresses the CRS-required flood warning and response plan and was adopted by the City in the previous verification cycle. The City needs CRS Activity 610 credits to maintain its Class 3 status in the current verification cycle. Staff recommends adoption of Marion County's Comprehensive Emergency Management Plan.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
This resolution has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

RESOLUTION 2026-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA ADOPTING THE COMPREHENSIVE EMERGENCY MANAGEMNT PLAN ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA; PROVIDING DIRECTION TO STAFF AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 252, *Florida Statutes*, authorizes and empowers the State of Florida, Division of Emergency Management to promulgate rules and regulations to carry out the provisions of the State Emergency Management Act; and

WHEREAS, Section 252.38, *Florida Statutes*, requires political subdivisions of the State of Florida, including Marion County, Florida to adopt a comprehensive emergency management plan; and

WHEREAS, Rule 27P-6, *Florida Administrative Code*, further requires counties, including Marion County, Florida, to adopt and implement a comprehensive emergency management plan; and

WHEREAS, in accordance with said Chapter 252, *Florida Statutes*, and Rule 27P-6, *Florida Administrative Code*, the Board of County Commissioners of Marion County, Florida, developed and has revised from time to time a Comprehensive Emergency Management Plan which has been reviewed and approved by the State of Florida, Department of Emergency Management; and

WHEREAS, most recently on or about August 20, 2024, the Board of County Commissioners of Marion County, Florida, adopted the revised *Comprehensive Emergency Management Plan,* which is attached hereto as Exhibit 1; and

WHEREAS, Chapter 252, *Florida Statutes*, and Rule 27P-6, *Florida Administrative Code*, do not require municipalities to adopt comprehensive emergency management plans but instead permit their adoption, provided that they comply with the plans adopted by the State of Florida and the county in which the municipality exists; and

WHEREAS, routinely throughout the year, as well as prior to and during any emergency situations, the City of Ocala, Florida, and its staff routinely work in close coordination with the Emergency Management staff designated by the Board of County Commissioners of Marion County, Florida, and in accordance with said *Comprehensive Emergency Management Plan*; and

WHEREAS, the City Council of the City of Ocala, Florida, has reviewed the *Comprehensive Emergency Management Plan* adopted by the Board of County Commissioners of Marion County, Florida, and has determined that said plan adequately and effectively meets the needs of the City of Ocala, Florida; and

WHEREAS, the City Council of the City of Ocala, Florida, desires to adopt the *Comprehensive Emergency Management Plan* adopted by the Board of County Commissioners of Marion County, Florida, as its own; and

WHEREAS, the City Council of the City of Ocala, Florida, finds and determines that the adoption of the *Comprehensive Emergency Management Plan* adopted by the Board of County Commissioners of Marion County, Florida, serves a public purpose, protects the health, safety, and welfare of and is in the best interest of the City of Ocala, Florida, and its citizens.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA as follows:

Section 1. Adoption and Incorporation of Recitals.

The City Council of the City of Ocala, Florida, adopts the above-outlined recitals and incorporates them herein as part and parcel of this resolution.

Section 2. Purpose and Authority for Resolution.

This resolution is adopted for the purpose of adopting the *Comprehensive Emergency Management Plan* adopted by the Board of County Commissioners of Marion County, Florida, for the City of Ocala, Florida, and is adopted pursuant to the authority granted by Chapters 166 and 252, *Florida Statutes*.

Section 3. Adoption of the Comprehensive Emergency Management Plan.

The *Comprehensive Emergency Management Plan*, adopted by the Board of County Commissioners of Marion County, Florida, on or about August 20, 2024, as may be amended from time to time and attached hereto as Exhibit 1, is adopted by the City of Ocala, Florida, as its own comprehensive emergency management plan as permitted by Section 252.38, *Florida Statutes*.

Section 4. Direction to Staff.

A copy of this Resolution shall be forwarded to the State of Florida, Department of Emergency Management, and the Board of County Commissioners of Marion County, Florida.

Section 5. Effective Date of Resolution.

This resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED, with a quorum present and voting, by the City Council of the City of Ocala, Florida this _____ day of March 2026.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire J. Bethea Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

RESOLUTION 24- R-307

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, ADOPTING THE COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

WHEREAS, section 252.35(2) Florida statutes, authorizes and empowers the State Division of Emergency Management (hereafter the "Division") to promulgate rules and regulations to carry out the provisions of the State Emergency Management Act; and

WHEREAS, Chapter 27P-6, Florida Administrative Code, requires each County to develop a Comprehensive Emergency Management Plan; and

WHEREAS, Section 27P-6.0023, Florida Administrative Code further requires that the governing body of Marion County adopt by resolution, the Marion County Comprehensive Emergency Management Plan; and

WHEREAS, Marion County in compliance with the above requirements, has revised the Comprehensive Emergency Management Plan, which has been reviewed and approved by the Division and will become effective only upon adoption by the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners of Marion County has determined that the adoption of the approved Comprehensive Emergency Management Plan will promote the health, safety and welfare interest of the citizens of Marion County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Marion County, Florida that:

Section 1: The Comprehensive Emergency Management Plan, incorporated herein by reference, is hereby adopted.

DULY ADOPTED in regular session 20th day of August, 2024.

ATTEST:

GREGORY C. HARRELL, CLERK

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FL

MICHELLE STONE, CHAIR

TO: MICHELLE STONE, CHAIR

FROM: Preston Bowlin, Emergency Management Director

DATE: August 12, 2024

SUBJECT: MARION COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)

DESCRIPTION/BACKGROUND:
A Comprehensive Emergency Management Plan (CEMP) provides for how a jurisdiction plans for, prevents, protects against, responds to and recovers from threats and hazards. Chapter 27P-6.0023 of the Florida Administrative Code provides the requirements, format and standards required for each County's CEMP, and further requires the adoption of the plan by the Marion County Board of County Commissioners.

A county's CEMP is required to address responses and actions in the event of an emergency. It shall clearly identify those positions or agencies responsible for specific functions under given circumstances, and it shall demonstrate the ability to communicate with those emergency support functions and state agencies that support the State of Florida's Emergency Management Plan.

The Marion County Division of Emergency Management, working with local stakeholders, has reviewed and updated the CEMP to incorporate new state, federal, and regional guidelines, or directives, and to address other changes specific to the local stakeholders and community. The Marion County CEMP is provided today for the Board's consideration.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to adopt by Resolution the Marion County Comprehensive Emergency Management Plan.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

July 12, 2024

Preston Bowlin, Director
Marion County Emergency Management
692 NW 30th Ave,
Ocala, FL 34475

Dear Director Bowlin:

In accordance with the provisions of Rule Chapter 27P-6 Florida Administrative Code (FAC), the Florida Division of Emergency Management (FDEM) has completed its review of the Marion County Comprehensive Emergency Management Plan (CEMP). The review team has determined that your plan meets the CEMP compliance criteria. We hope that the comments and discussions the review team had with you and your staff during the review will assist you in future planning efforts and enhance the update of your CEMP.

The approved plan must now be adopted by resolution by the governing body of the jurisdiction within 90 days in accordance with Rule 27P-6.006(11) FAC. You must forward a copy of the adoption resolution and an electronic copy of the adopted plan to FDEM to complete compliance. Failure to adopt the plan by resolution within 90 days will result in a letter of non-compliance unless an adoption extension is requested in accordance with Rule 27P-6.006(11) FAC.

If you have any questions or need additional information regarding the plan's approval, please contact your review team leader, Austin Delgado, at (850) 524-8189 or by email: Austin.Delgado@em.myflorida.com

Sincerely,

Andrew Sussman,
All-Hazards Unit Manager

LM/AS/ad/

RELEVANT STAKEHOLDERS:
Michelle Stone, Chair, Marion County BOCC
Austin Beeghly, DEM Regional Coordinator
Michelle Cechowski, RPC Representative
Melissa Shirah, DEM - Recovery
Laura Dhuwe, DEM - Mitigation
Austin Delgado, DEM – CEMP Planner

Marion County Comprehensive Emergency Management Plan (CEMP)

Version: 2024

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Emergency Support Function 16 – Law Enforcement
Emergency Support Function 17 – Animal Issues
Emergency Support Function 18 – Business and Industry Marion
County Debris Management Plan (reference only, county
maintained and provided to EM as needed.)

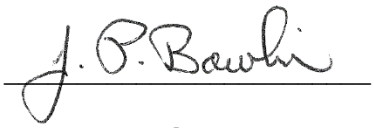
Promulgation Statement

The Comprehensive Emergency Management Plan (CEMP) is the framework for countywide preparedness, response, recovery, and mitigation activities. It is the intent of the CEMP to provide a structure for standardizing plans countywide to facilitate interoperability between local, state, and federal governments.

Normal day-to-day procedures usually are not sufficient for effective disaster response, as extraordinary emergency measures may have to be implemented quickly if loss of life and property is to be kept at a minimum. Emergency procedures and actions to cope with the possibility of disaster occurrence are addressed in this Comprehensive Emergency Management Plan.

The CEMP is the guide for emergency prevention, protection, mitigation, response, and recovery operations in all jurisdictions of Marion County. Personnel and agencies assigned specific emergency responsibilities must have a working knowledge of functions and actions described herein and be prepared to act in accordance with the plan itself.

This Plan will become effective upon official adoption by the Marion County Board of County Commissioners.



J Preston Bowlin, Director
Marion County Division of Emergency Management

Record of Changes

Date	Description of Change	Page or Section	Posted By
6/1/15	Reformatted plan for a more user-friendly document.	All	EM Coordinator
6/1/15	Updated land use patterns	Situation	EM Coordinator
5/10/16	Added the preparedness Section - VI.	VI - Preparedness	EM Coordinator
5/10/16	Added hazards chart from newly adopted LMS (hazards remained the same, just added the chart for easy reference).	Hazards Analysis	EM Coordinator
5/10/16	Added reference to the April 20th tornadoes to the Tornado Hazard.	Hazards Analysis	EM Coordinator
5/10/16	Maintained updated demographic and economic information as studies were completed.	Demographic Information and Economic Profile	EM Coordinator
7/1/16	Updated the warning and alert sections to reflect our new system Everbridge © AlertMarion.	Concept of Operations	EM Coordinator
1/18	Update hazards analysis to coincide with FDEM crosswalk.	Hazards Analysis	Deputy Director
6/18	Incorporation of the Marion County Debris Management Plan.	Appendix	Deputy Director
Through 2024	Review & Update of Entire Plan	All	Deputy Director

I. INTRODUCTION

Marion County is vulnerable to a variety of hazards that threaten our population, businesses, and the environment. The *Comprehensive Emergency Management Plan* (CEMP) establishes the framework, as authorized by Chapter 252, Florida Statutes, to ensure that Marion County is prepared to deal with these hazards. The CEMP is designed as an all-hazards plan establishing uniform policy and procedures for effective coordination. The CEMP defines the functional roles and responsibilities of each entity that partners in Marion County's disaster organization and their relationship to each other. In addition, the County's CEMP provides a comprehensive approach to reducing the effects of disasters on its population and physical environment.

A. Purpose

The purpose of the Comprehensive Emergency Management Plan (CEMP) is to provide uniform policies and procedures for the effective coordination of actions necessary to prevent (when possible), prepare for, respond to, recover from, and mitigate natural or man-made disasters which might affect the health, safety or welfare of individuals residing in and visiting Marion County. The CEMP is designed to accomplish the following:

1) Minimize suffering, loss of life, personal injury and damage to property resulting from hazardous or emergency conditions.
2) Provide a framework for a comprehensive emergency management system which addresses all aspects of emergency prevention, preparedness, response, recovery, and mitigation.
3) Minimize disaster related material shortages and service system disruptions which would have an adverse impact on the residents of the county.
4) Provide immediate relief and promote short-term and long-term recovery following a disaster.

B. Scope

The Marion County Comprehensive Emergency Management Plan is designed for use in all natural and man-made disasters. The plan:

1) Establishes policies and procedures under which Marion County Government, local governments, and regional, state and federal disaster organizations will operate in response to disasters and emergencies.
2) Establishes a unified direction and control structure, as well as staff roles, resource allocation, and decision-making criteria. It delineates lines of authority, responsibilities, and working relations of various entities.
3) Addresses the various types of emergencies and disasters which could occur, and procedures for disseminating warnings and supplementary instructions regarding such events.
4) Specifies the responsibilities of elected and appointed local government officials, county department directors, and other responding agencies.
5) Provides a framework for expeditious, effective, and coordinated use of all municipal and county resources.
6) Establishes a framework for short-term and long-term recovery and mitigation efforts.

C. Methodology

1) The emergency response agencies are represented on the Emergency Management Advisory Committee and Policy Group that provides input by participating in the planning, implementation, evaluation, and revision of this document as well as the emergency management program based on this document. Many of the planning issues are addressed in the various standing committees that are part of the Marion County Division of Emergency Management program.

2) The CEMP is a dynamic document that adapts to changes in policy, priorities, and needs, and will be updated as needed. The Emergency Management Director is responsible for developing and maintaining the CEMP and ensuring that necessary revisions to the plan are prepared, coordinated, published, and distributed. The CEMP will be reviewed and updated periodically as required to incorporate new state, federal, and regional guidelines, or directives, and to address any other necessary changes. At a minimum, the CEMP is reviewed by the Division of Emergency Management every four years. The Emergency Management Director may make administrative edits as necessary without seeking formal approval, provided such edits do not affect the policy or intent of the plan. Final adopting authority for this plan is reserved to the Board of County Commissioners. A Record of Changes, displayed at the front of the document, is used to record all published changes.

D. Plan Organization

The CEMP is composed of the following elements:

1) The Basic Plan consists of the Introduction; Situation; Concept of Operations; Responsibilities; Financial and Administrative Management; Training and Exercises; Volunteers; Public Awareness and Education; and References, Authorities and Mutual Aid Agreements.

2) The Recovery Appendix outlines the procedures for damage assessment; requests for federal disaster assistance, to include public assistance and individual assistance; and hazard mitigation.

3) The Mitigation Appendix outlines emergency management responsibilities about local mitigation activities.

4) The Emergency Support Function (ESF) Appendixes form the basis of disaster response activities embodied in the plan. The ESF Appendixes detail by name and organization the lead, support and coordinating entities and roles and responsibilities. Each appendix outlines specific functions that may be carried out. These tasks utilize the ESF concept of federal and state plans and can also be applied to specific functions within the Incident Command System.

E. Assumptions

1) If sufficient resources are not available within the county, assistance can be obtained from the state government or other counties. If county and state resources are insufficient to cope with a disaster, the Governor will request federal assistance through a Presidential Emergency or Major Disaster Declaration.

2) Municipalities have developed emergency plans and have the capability to execute them.

II. SITUATION

A. Geographical, Climatological and Topographical Characteristics

Located in north central Florida, Marion County covers approximately 1,663 square miles and is home to a population of approximately 385,915 (2021 US Census Bureau). It is larger than the state of Rhode Island and is Florida's fifth largest county. Marion County is inland, centered between the Atlantic Ocean to the east and the Gulf of Mexico to the west. Because of this, Marion County is not affected as much by hurricanes as the more coastal counties to its east and west. Marion County is fortunate to be approximately 110 feet above sea level. Population centers include the incorporated municipalities of Belleview, Dunnellon, Ocala, and Towns of McIntosh and Reddick. The county seat, City of Ocala, is by far the most populated municipality.

Known as the "Horse Capital of the World," the county's rich equine and agricultural heritage is internationally renowned. Marion County's natural resources are equally admired. Marion County is an inland county and does not suffer from coastal effects of tropical disturbances. It comprises thousands of acres of national forest, 32,000 acres of lakes, 92 miles of rivers and more than 40 springs, including Silver Springs, which is recognized as one of the largest artesian spring formations in the world. Marion County has three large lakes at its opposite borders. Lake Kerr is in the northeastern part of the county, near the town of Salt Springs, near the border with Putnam County. Lake Weir, the largest lake within our county, is in the far southern region near the border with Lake County. Part of Lake George is also located within Marion County. Approximately 1/3 of the county is the Ocala National Forest. Marion County is situated approximately 74 miles from the Atlantic coast and 17 miles from the Gulf Coast of Florida. Some of areas are considered environmentally sensitive. Drainage patterns are associated with the numerous lakes and rivers.

Land use patterns are influenced by the waterways, road system, and environmentally sensitive areas. As with most of the Central Florida Area, more areas are being developed for residential and commercial uses. Marion County's population grew 13.9% from the 331,341 people who lived there in 2010. For comparison, the population in the US grew 7.2% and the population in Florida grew 14.5% during that same period. Marion County is experiencing a steady increase in construction permitting. Much of the construction is contained within existing platted subdivisions and other areas of infill development. All county jurisdictions have adopted comprehensive land use plans, zoning, and building codes.

B. Hazards Analysis

Hazard identification, analysis, and risk assessments are detailed in the Marion County Local Mitigation Strategy (LMS). They involve the identification of natural, technological, and human-caused hazards and assessments of risks to people, public and private property, structures, and the environment. The LMS also details data and loss estimation projections and can be utilized in the post-event assessments to elevate consequences for each to the hazard categories. (The full hazard identification and vulnerability analysis can be found in Chapter Six and Chapter Seven of the Marion County LMS.)

Hazards Affecting Marion County				
Weather	**Natural**	**Ecological**	**Technological/Societal**	**Health**
Hurricane and Tropical Storm Severe Winter Storm Tornado Extreme Heat Severe Weather Events	Wildfire Flood Drought Sinkholes River Erosion	Pest Infestation Animal Disease	Power Failures HazMat Incidents Urban Fire Radiological Societal/Civic Evacuation Mass Casualty Traffic Related Civil Disturbance Terror Acts Cyber Security Mass Planned Events	Pandemic/ Epidemic Aging Population

1) Hurricane and Tropical Storm

   Level of Vulnerability: High Probability – Major Impact

   Hurricane season is from June through November with regions of major hurricane activity in the Gulf and Western Caribbean during June and October. Although coastal areas are more susceptible to hurricanes, wind and water damage could extend inland to Marion County. Hurricane Idalia (2023), Hurricane Nicole (2022), Hurricane Eta (2020), and Hurricane Irma (2017) passed in the vicinity of Marion County with wind speeds equal to that of tropical storms causing damage. The greatest threat from wind and heavy rains will be to those living in structurally unsound housing and mobile homes. Further specific information is in the Local Mitigation Strategy. Extensive damage to residential and commercial areas and infrastructure would be anticipated. Primary hazards from this type of event include tornadoes, freshwater flooding from heavy rainfall, and extensive wind damage.

Consequences:

- Notification and warning.
- Law enforcement/traffic control.
- Mass evacuation and re-entry.
- Mass care (pre and post event).
- Public health.
- Infrastructure damage.
- Property damage/loss.
- Debris clearance.
- Animal issues.
- Public information.
- Long-term economic impacts.
- Recovery assistance programs.
- Economic and social disruption.
- Widespread psychological impacts.
- General Population and Special Needs Sheltering.

2) Severe Winter Storm/Extreme Cold Weather

Level of Vulnerability: Low Probability – Minimal to Moderate Impact

Severe winter weather and below freezing temperatures are taxing to the resources of citizens, business, timber, and agriculture. Below freezing temperatures can cause electrical power outages leaving many homes without heat. The need for emergency shelters could exist during long-term power outages. Marion County is in USDA Plant Hardiness Zone 9 and typically experiences freezing weather between December 15 and March 15. Historical events from other Florida locations are included below since Marion County is no less vulnerable than those other areas that were severely affected by freezes. The average winter temperature in Marion County in January is 57 degrees, however, the County experiences sub-freezing temperatures on average 3-4 times per year.

Consequences:

- Power outages.
- Infrastructure damage (road/culvert washout).
- Emergency Cold Weather Sheltering.
- Property damage/loss from wind, water, and fires.
- Fresh water flooding.
- Public information.
- Storm surge flooding (winter storms).
- Agricultural damage/loss.
- Economic loss.

3) Severe Weather Events

Level of Vulnerability: High Probability – Minor to Major Impact

Severe thunderstorms are officially defined as storms that can produce hail that is an inch or larger or wind gusts over 58 mph. Hail this size can damage property such as plants, roofs, and vehicles. Wind this strong can break off large branches, knock over trees, or cause structural damage to trees. Marion County contains thousands of water oak trees that can easily fall over during a severe storm resulting in road closures, damage to homes, vehicles, and people. Thunderstorms also produce tornados and dangerous lightning. Heavy rain can cause flash flooding. These hazards can produce tornados, lightning, flooding, and dangerous straight-line winds. Marion County experiences numerous severe weather watches and warnings throughout the year.

Consequences:

- Power outages.
- Infrastructure damage.
- Mass casualty/fatality.
- Animal issues.
- Property damage/loss from wind and water.
- Evacuations (day/night, road congestion).
- Agricultural damage/loss.
- Economic loss.
- Public information/messaging.
- Debris.
- Sheltering.

4) Tornado

Level of Vulnerability: High Probability – Minor to Major Impact

Tornadoes are characterized by violent and destructive winds as well as hail, flooding, and lightning. The most common, least destructive tornadoes are warm weather tornadoes that occur between May and August. Cool season tornadoes are the most destructive, occurring between December and April. On April 20, 2015, an F-1 tornado touched down in Oak Run and Palm Cay, retirement communities on State Road 200. Approximately 60 homes were damaged and three were destroyed. The Marion County Property Appraisers Office submitted a total damage report of $908,916.00. On Saturday, March 12, 2022, strong early morning storms and one confirmed F-1 tornado caused severe damage to some areas of Marion County. This tornado caused a total of $13,116,373 in property damage. Tornados are weather events and, like other weather-related hazards, are unpredictable.

Consequences:

- Power outages.
- Infrastructure damage.
- Mass casualty/fatality.
- Animal issues.
- Property damage/loss from wind and water.
- Evacuations (day/night, road congestion).
- Agricultural damage/loss.

- Economic loss.
- Public information/messaging.
- Search and rescue.
- Debris.
- Sheltering.

5) Extreme Heat

Level of Vulnerability: Medium Probability – Minor to Moderate impact

A heat wave is a prolonged period of excessively hot weather, which may be accompanied by high humidity. A heat wave is measured relative to the usual weather in the area and relative to normal temperatures for the season. The term is applied both to routine weather variations and to extraordinary spells of heat which may occur only rarely. Drought and heat waves are weather events and, like other weather-related hazards, are unpredictable. However, it is expected that droughts and heat waves are a normal part of the long-term weather pattern that is typical of Central Florida's climate. These climatic conditions can be deadly to people and animals that are unable to escape the heat or hydrate their bodies properly. When temperatures reach 100+ degrees, special needs populations and households without air conditioning are vulnerable. While Summer days in Marion County can reach temperatures in excess of one-hundred degrees Fahrenheit, sustained periods of these temperatures for four or more consecutive days are not on record. There are records of individual days and two-day events surpassing one-hundred degrees during the 2015 to 2020 period, but there were no recorded events of four or more days of sustained temperatures surpassing one-hundred degrees.

Consequences:

- Notification and warning.
- Economic disruption/loss.
- Agricultural loss.
- Public information/messaging.
- Animal issues.

6) Wildfire

Level of Vulnerability: High Probability – Minor to Major impact

A wildfire is an uncontrolled fire that spreads through vegetative fuels. Vegetative fuels include those that are characteristic of wild lands, such as trees, grasses, understory growth, and ground litter; and those that are purchased at nurseries for home or community landscaping purposes, including trees, mulch, grasses, and ornamental plants. Approximately one-third of Marion County is U. S. Forest land which is located generally east of the Ocklawaha River. Additionally, large portions of the County are dedicated to agricultural uses especially in the northwest portion of the County which is located within a Farmland Preservation Area. These agricultural areas are intermingled with populated areas as well as high-value property. Reddick, McIntosh, and Dunnellon are all located within the rural areas of the County and are therefore at the highest risk for potential damage due to their proximity to wild lands. Areas with few trees such as urban areas, which include, the City of Ocala, the City of Belleview, and portions of unincorporated Marion County near the urban core, are densely developed and have a low vulnerability to wildfire.

Consequences:

- Notification and warning.
- Law enforcement/traffic control.
- Fire/rescue.
- Evacuation and re-entry.
- Public information/messaging.
- Property damage/loss.
- Economic disruption/loss.
- Agricultural loss.
- Mass care (short and long term).
- Feeding evacuated population.
- Animal issues (relocation, feeding).
- Economic recovery assistance programs.

7) Flood

Level of Vulnerability: High Probability – Minor to Major impact

For Florida, flooding is a continuous problem. While flooding results from either storm surge associated with hurricanes, riverbank overflow, or ponding, it is the latter two that represent a hazard to Marion County. Heavy rains and the subsequent inability of a river to accommodate the added runoff almost always causes flooding resulting from riverbank overflow. There are several areas within Marion County that would be similarly affected, including the Ocklawaha and Rainbow Rivers. This problem is compounded when heavy rains fell simultaneously in counties surrounding Marion County, thus adding to the volume of runoff received by local rivers. Ponding occurs in low areas that are either poorly drained or have supersaturated soils (high water table). Low lying areas not associated with waterways within the county as well as subdivisions with inadequate stormwater retention areas are prone to flooding and standing water, creating hazardous traffic conditions and repetitive flood areas.

Consequences:

- Notification and warning.
- Law enforcement/traffic control.
- Fire/rescue. Search and rescue.
- Public information/messaging.
- Evacuation and re-entry.
- Property damage/loss.
- Economic disruption/loss.
- Road Closures
- Agricultural loss.
- Mass care (short and long term).
- Feeding evacuated population.
- Public health (contamination of water supply).
- Infrastructure damage/loss (water distribution and treatment systems).
- Animal issues (relocation, feeding).
- Economic recovery assistance programs.

8) Drought

Level of Vulnerability: High Probability – Minor to Major impact

Drought is a protracted period of deficient precipitation resulting in extensive damage to crops, resulting in loss of yield. Drought risk is based on a combination of the frequency, severity, and spatial extent of drought (the physical nature of drought) and the degree to which a population or activity is vulnerable to the effects of drought. Crop loss is the greatest economic concern especially from those crops that are major exports. The vulnerability is greater in the various types of crops that are more susceptible to drought than others. Newly planted crops are extremely vulnerable to drought. Livestock must also be monitored and managed properly in cases of severe drought. Farmers in general are particularly affected by drought conditions; as the water table falls, deeper wells need to be drilled for irrigation purposes. There have been no recorded drought events in Marion County in the past 10 years.

Consequences:

- Notification and warning.
- Economic disruption/loss.
- Agricultural loss.
- Public information/messaging.
- Animal issues (relocation, feeding).
- Economic recovery assistance programs.

9) Sinkholes

Level of Vulnerability: High Probability – Minor to Major impact

A sinkhole is a natural depression or hole in the surface topography caused by the removal of soil or bedrock, often both, by water. Sinkholes may vary in size from less than a meter to several hundred meters both in diameter and depth and vary in form from soil-lined bowls to bedrock-edged chasms. They may be formed gradually or suddenly and are found worldwide. All jurisdictions in Marion County are susceptible to sinkhole events. The eastern half of Marion County is sparsely populated and mainly consists of the Ocala National Forest. Geologically, the "Hawthorn Layer," which is an impermeable layer of clay over the aquifer, underlies this area and significantly reduces the likelihood of sinkholes. The Hawthorn layer also reduces the vulnerability of the aquifer as our drinking water supply. The western half of Marion County is a high recharge area of permeable sands and an "unconfined aquifer" with an increased vulnerability to HAZMAT spills. The material covering the aquifer is 30 to 200 feet thick, consisting mainly of incohesive and permeable sand.

Consequences:

- Notification and warning.
- Law enforcement/traffic control.
- Fire/rescue.
- Public information/messaging.
- Evacuation and re-entry.
- Property damage/loss.
- Economic disruption/loss.
- Infrastructure damage/loss.
- Economic recovery assistance programs.
- Environmental concerns.

10) Riverine Erosion

Level of Vulnerability: Low Probability – Minimal to Minor impact

Riverine erosion is damage from water moving at a velocity to cut into the land and transport soil into the mainstream of the river or collapse the banks. The following rivers may be susceptible to riverine erosion: Withlacoochee River, Silver River, Ocklawaha River, and Rainbow River. Marion County has not experienced a riverine erosion event in recorded history. Probability is low for erosion incidents on the Ocklawaha, Silver, and Rainbow Rivers in Marion County as they are all slow-moving rivers.

Consequences:

- Notification and warning/public information.
- Evacuation and re-entry.
- Property damage/loss.
- Infrastructure damage/loss.

11) Pest Infestation/Animal Disease

Level of Vulnerability: Low probability – Minor to Moderate Impact

The agricultural sector of the county is subject to the impacts of exotic pests and diseases such as Mediterranean fruit flies and canker. Both affected the county during the decade of the 1990s. Impact is generally limited to the agricultural sector.

Consequences:

- Economic loss.
- Infectious disease control.
- Disposal of diseased livestock/agricultural stock.
- Need for mass feeding.

12) Power Failures – Critical Infrastructure Disruption

Level of Vulnerability: Low probability – Minor to Moderate Impact

The potential exists for disruptions to electrical power, gas pipelines, or other segments of the automated monitoring and control infrastructure. Also, disruptions to computer systems can occur through accidental or intentional acts (i.e., cyberterrorism).

Consequences:

- Notification and warning.
- Law enforcement/traffic control.
- Fire/rescue.
- Public information/messaging.
- Sheltering.
- Evacuation and re-entry.
- Economic disruption/loss.
- Economic recovery assistance programs.

13) HazMat Incidents /Radiological

Level of Vulnerability: Low to Moderate Probability – Minor to Major Impact

A hazardous material is any substance that, if released into the environment, would have a harmful or fatal effect on persons and animals coming into contact with it. Hazardous materials include highly flammable fuels, herbicides and pesticides, petroleum and related products, natural gas, and chemicals. Radioactive substances, although they are frequently included within the category of hazardous materials, were not considered a hazard within this

analysis, although there are relatively large numbers of facilities within Marion County, which use small amounts of these substances. In any case, there are over 3,000 hazardous chemicals licensed for transport by the US Department of Transportation, many of which would have a disastrous effect if released in an accident. Marion County and its communities are vulnerable to the effects of hazardous materials accidents resulting from both transportation and industry. Light industry present in Ocala/Marion County store and utilize materials such as natural gas, anhydrous ammonia, petroleum distillates, chlorine, and pesticides on a daily basis and hazardous materials are transported to and through the County by rail, highway (I-75, US-441, US-27, etc.), and air.

Consequences:

- Evacuations.
- Notification and warning.
- Public information.
- Mass care.
- Mass casualty/fatality.
- Law enforcement/traffic control.
- Large scale contamination issues.
- Mass decontamination.
- Overcrowded hospitals.
- Contaminated land and/or water.
- Environmental damage/loss.
- Communications failure.

14) Urban Fire

Level of Vulnerability: Low Probability – High Impact

Urban fires in cities or towns involve buildings with potential for spread to adjoining structures. There are certain sectors of the populations which are more vulnerable to fire than others.

Consequences:

- Evacuations.
- Public information.
- Mass care/mass casualty/fatality.
- Law enforcement/traffic control.
- Environmental damage/loss.
- Sheltering.

15) Societal/Civic Evacuation

Level of Vulnerability: Low Probability – Minimal to Moderate Impact

Emergency evacuation is the immediate and urgent movement of people away from the threat or actual occurrence of a hazard. Examples range from the small-scale evacuation of a building due to a storm or fire to the large-scale evacuation because of a bomb threat, widespread fire, or hazardous materials release. Marion County has a low occurrence of evacuation.

Consequences:

- Transportation/traffic control.

- Law enforcement/security issues.
- Impact to social services.
- Public Information/messaging.
- Sheltering.
- Special needs population care.

16) Mass Casualty

Level of Vulnerability: Medium Probability – Major Impact

A mass casualty is any incident in which emergency medical services resources, such as personnel and equipment, are overwhelmed by the number and severity of casualties. The public more commonly recognizes events such as a building collapse, train and bus collisions, earthquakes, and other large-scale emergencies. Events such as the Oklahoma City bombing in 1995 and the September 11, 2001, attacks are well-publicized examples of mass casualty incidents.

Consequences:

- Notification and warning.
- Public information.
- Mass care.
- Search and rescue.
- Mass casualty/fatality.
- Law enforcement/traffic control/security.
- Large scale contamination issues/mass decontamination.
- Overcrowded hospitals.

17) Traffic Related

Level of Vulnerability: Moderate Probability – Minor to Moderate Impact

Marion County contains several major state roads. It also contains one interstate (I-75) that runs north and south across the central part of the county, with interchanges at County Road 484, SR 200, SR 40, US 27, SR 326, and CR 318. There is one city-owned international airport (Ocala International Airport). A major transportation incident is a distinct possibility and could cause significant problems, especially if combined with a terrorist act or Hazmat incident. As the population in Marion County continues to grow, traffic related incidents are becoming more frequent.

Consequences:

- Evacuations.
- Notification and warning.
- Public information.
- Mass care.
- Mass casualty/fatality.
- Law enforcement/traffic control.
- Large scale contamination issues.
- Mass decontamination.
- Overcrowded hospitals.
- Contaminated land and/or water.
- Animal issues (relocation, medical).

- Environmental damage/loss.
- Communications failure.
- Re-route traffic.

18) Civil Disturbance

Level of Vulnerability: Low Probability – Minimal to Minor Impact

Marion County has a low occurrence of civil unrest. Marion County contains two State prisons: Marion Correctional Institution (1,324 capacity) and Lowell Correctional Institution (1,047 capacity). In the event of an institutional emergency within the correctional facilities located in Marion County, coordination with State and/or Federal authorities may be required. However, the probability is very low and not considered a planning issue.

Consequences:

- Transportation/traffic control.
- Public health/quarantine.
- Law enforcement/security issues.
- Impact to social services.
- Impact on jail and detention facilities.

19) Terrorist Acts

Level of Vulnerability: Low Probability – Minimal to Moderate Impact

Marion County does not contain high profile targets of opportunity for potential terrorist groups. An incident involving weapons of mass destruction (WMD) by a terrorist organization using chemical, biological or nuclear substances is a distinct possibility in surrounding metropolitan areas in light of the contemporary worldwide terrorist threat. A significant act of terrorism within the state of Florida could moderately impact Marion County indirectly.

Consequences:

- Infectious disease control/treatment.
- Mass casualty/fatality.
- Mass panic.
- Inadequate law enforcement/fire/rescue resources.
- Large-scale contamination/decontamination issues.
- Large-scale evacuation.
- Large-scale sheltering.
- Search and rescue.
- Public information.
- Economic and social disruption.
- Psychological needs.
- Re-entry.
- Law enforcement/security.

20) Epidemic/Pandemic

Level of Vulnerability: Low probability – Minor to Moderate Impact

The United States and all political subdivisions are subject to an incursion of various infectious diseases and epidemics. Such outbreaks normally involve more than one county

and will require close coordination with the Florida Department of Health in Marion County and other state and federal officials. The COVID-19 pandemic, also known as the coronavirus pandemic, is an ongoing pandemic of coronavirus disease 2019 (COVID-19) caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). The World Health Organization declared the outbreak a Public Health Emergency of International Concern in January 2020 and a pandemic in March 2020.

As of March 16, 2023, the World Health Organization reported 760,360,956 confirmed cases of COVID-19 globally, including 6,873,477 deaths. As of March 16, 2023, in the United States, the Centers for Disease Control reported 103,672,529 confirmed cases, with 1,119,762 deaths attributed to COVID-19. Through March 2, 2023, the Florida Department of Health has reported 7,531,055 confirmed cases, with 86,850 deaths. Through March 2, 2023, the Florida Department of Health has reported 105,490 confirmed cases of COVID-19 in Marion County, with 2,497 deaths.

Mosquitoes can be a health hazard because they can transmit serious diseases and viruses through their bites. Mosquitoes are prone to grow in numbers after hurricanes and hinder the disaster recovery process.

Consequences:

- Economic loss.
- Mass casualty/fatality.
- Infectious disease control.
- Disposal of diseased livestock/agricultural stock.
- Need for mass feeding.
- Mass care.
- Personal protective equipment shortage
- Hospitals overcrowded.
- Morgues exceeding capacity.
- Impacts on fire rescue protocols.
- Resource supply chain issues.
- Staffing shortages.

21) Aging Population

Level of Vulnerability: Low Probability – Minimal Impact

Aging population is a phenomenon that occurs when the median age of a country or region increases due to rising life expectancy and/or declining fertility rates. The largest area of expenditure in many countries is now healthcare, whose cost is likely to increase dramatically as populations age. This would present governments with hard choices between higher taxes, including a possible reweighing of tax from earnings to consumption, and a reduced government role in providing health care.

Consequences:

- Public information
- Economic impacts

22) Coastal Oil Spills

Level of Vulnerability: Low probability – Minor Impact

As Marion County is not a coastal county, this threat is not considered a hazard to the community. Mutual aid may be utilized to support our neighboring counties that our coastal communities.

23) Cyber Security

Level of Vulnerability: High Probability –Minor to Major Impact

Cybersecurity threats are acts performed by individuals with harmful intent, whose goal is to steal data, cause damage to or disrupt computing systems. Common categories of cyber threats include malware, social engineering, man in the middle (MitM) attacks, denial of service (DoS), and injection attacks. Cyber threats can originate from a variety of sources, from hostile nation states and terrorist groups to individual hackers and trusted individuals such as employees or contractors who abuse their privileges to perform malicious acts.

Consequences:

- Disrupt economies.
- Mass panic.
- Interruption of workflow.
- Supply chain issues.
- Threat on intellectual property.
- Threat on intelligence information.
- Damage to critical information technology infrastructure.
- Ransom Demands.

24) Special Events

Level of Vulnerability: High Probability –Moderate Impact

Many special events occur every year within Marion County. Special events may include, but are not limited to, large scale municipal events that impact the entire county, smaller scale municipal events (monthly street parties, gatherings, etc.), visiting dignitaries, holiday parades, Worlds Equestrian Center (WEC) events, sporting events, and the numerous other events that attract people to the natural resources of Marion County. All special events that have an impact on the entire county or are of a high security nature are typically coordinated through the lead agency with support from the Marion County Division of Emergency Management Division. The National Incident Management System (NIMS) is utilized as the management structure to which all responsible stakeholders adhere. Special events occur in Marion County throughout the year. Concerns from the public safety sector are large gatherings of people in a relatively confined space; no-notice severe weather events, and a mass casualty incident (MCI) where local resources are overwhelmed. The Emergency Management Division encourages pre-planning and the creation of an Incident Action Plan to coordinate all stakeholders that have responsibility for the special event.

Consequences:

- Inadequate law enforcement/fire/rescue/hazmat/bomb squad resources.
- Law enforcement/security.
- Mass casualty/fatality.
- Mass panic.
- Large-scale evacuation.
- Large-scale sheltering.
- Infectious disease control/treatment.

- Large-scale contamination/decontamination issues.
- Search and rescue.
- Public information/messaging.
- Economic and social disruption.
- Psychological needs.
- Re-entry.

C. Demographic Information

1) Population Data – Located in north central Florida, Marion County covers 1,663 square miles and is home to a population of approximately 385,915 (2021 US Census Bureau). The population per square mile is approximately 236.7. Marion County is the 19th most populous county in the State of Florida.

Jurisdiction	Population
Marion County	385,915
Ocala	64,096
Belleview	5,577
Dunnellon	1,967
McIntosh	479
Reddick	463

2) According to the 2021 census data, the demographic makeup of the county is White 68%, Hispanic or Latino 15.5%, Black 13.7%, and Asian1.8%.

3) Distribution of Population by Age

Age Range	Percent
Under 18	19%
18 - 64	53%
65 and over	29%

4) Marion County has a special needs population of approximately 780.

5) Marion County has a farm workers population of approximately 4,000.

6) According to a tourism study conducted by Marion County, within July 2020 – June 2021, the total number of visitors to Marion County was 1,906,200. This was an increase of 2.0% from April 2018 – April 2019. The Ocala/Marion visitors generated 1,140,700 room nights in paid accommodations in July 2020 – June 2021, an increase of 14.3% from April 2018 – April 2019. Some of the events/venues that attract the tourist population were sporting events, horse shows, World Equestrian Center, Santos Trail Mountain biking, and Silver Springs State Park.

7) In Marion County it is estimated that 13.1% of the population speak a language other than English at home, the majority of which is Spanish.

8) Population of people with hearing difficulty is 15,041.

9) There are an estimated 475 homeless individuals in Marion County, Florida.

10) Within Marion County, there are just over 50 manufactured and mobile home communities containing roughly 33,886 units.

11) According to the Marion County Sheriff's Office, the average daily census of the county jail is anywhere between 1,400-1,800 inmates. The county jail is located at 3290 NW 10th Street, Ocala, FL 34475.

D. Economic Profile

Work Area Profile Summary

	Count	Share
Total Primary Jobs	96,900	100.0%
Jobs by Worker Age		
Age 29 or younger	20,935	21.6%
Age 30 to 54	50,064	51.7%
Age 55 or older	25,901	26.7%
Jobs by Earnings		
$1,250 per month or less	20,744	21.4%
$1,251 to $3,333 per month	43,238	44.6%
More than $3,333 per month	32,918	34.0%
Jobs by NAICS Industry Sector		
Agriculture, Forestry, Fishing and Hunting	1,770	1.8%
Mining, Quarrying, and Oil and Gas Extraction	113	0.1%
Utilities	258	0.3%
Construction	7,168	7.4%
Manufacturing	7,717	8.0%
Wholesale Trade	3,796	3.9%
Retail Trade	15,060	15.5%
Transportation and Warehousing	2,869	3.0%
Information	656	0.7%
Finance and Insurance	2,196	2.3%
Real Estate and Rental and Leasing	1,513	1.6%
Professional, Scientific, and Technical Services	3,807	3.9%
Management of Companies and Enterprises	178	0.2%
Administration & Support, Waste Management and Remediation	4,685	4.8%
Educational Services	9,233	9.5%
Health Care and Social Assistance	16,309	16.8%
Arts, Entertainment, and Recreation	2,376	2.5%
Accommodation and Food Services	9,427	9.7%
Other Services (excluding Public Administration)	2,525	2.6%
Public Administration	5,244	5.4%

Source: U.S. Census Bureau, OnTheMap Application and Longitudinal Employer-Household Dynamics program.

Marion County Housing Summary	
Housing Units (as of July 2021 – Census Bureau)	181,756
Percent Owner Households	76.1%
Median Home Value	$160,300
Median Household Income	$50,808

III. CONCEPT OF OPERATIONS

A. General

1) The emergency management program addresses prevention, preparedness, response, recovery and mitigation. For the purposes of this plan, this concept of operations will focus on emergency response and relief efforts and measures to be taken for a smooth transition into intermediate and long-term recovery from a major or catastrophic emergency.

2) The basic concept for emergency operations in Marion County calls for a coordinated effort and graduated response by personnel and equipment from municipal, county, and other disaster support agencies in preparation for, in response to, and recovery from local disasters. The municipal governments bear the initial responsibility for disaster response and recovery operations within their jurisdiction. When a municipality's resources are inadequate, assistance will be requested from the county. If the requested assistance is beyond the county's capability, the county will request state and federal assistance from the State Emergency Operations Center (SEOC). To ensure an adequate and timely response by emergency personnel and the maximum protection and relief to citizens of Marion County prior to, during and after a disaster, the concept also provides for:

    - Providing emergency notification and warning.
    - Describing emergency mobilization procedures.
    - Delineating emergency decision-making processes.
    - Describing types and methods of implementation of emergency protective actions.
    - Conducting rapid assessments of emergency impacts and immediate emergency resource needs.
    - Providing security to the hardest hit areas.
    - Coordinating information and instructions to the public.
    - Conducting emergency relief operations to ensure victims have been identified and that their needs are met.
    - Conducting preliminary damage assessments to determine the need for federal assistance.
    - Summarizing procedures for requesting federal disaster assistance.
    - Relaxation of protective actions and coordination of reentry into evacuated areas
    - Restoration of essential public facilities and services.
    - Preparing for federal disaster assistance (public and individual).
    - Coordination of resources and materials.
    - Coordination of volunteer organizations.
    - Dissemination of information and instructions to the public.

- Restoration of public infrastructure damaged by the emergency

3) The Emergency Operations Center (EOC) serves as the central command and control point for emergency-related operations and activities and requests for deployment of resources. In the event the EOC is threatened or rendered inoperable, a secondary EOC is activated. The locations of the primary and secondary EOC are listed below:

Primary: Marion County Emergency Management (MCSO Operations)
698 NW 30th Ave
Ocala, Florida 34475
Lat: 29.19232875108719 / Long: -82.17219427227974

Secondary: On File (Secure Location)

4) The EOC will be activated for all incidents requiring a significant dedication of resources and/or extraordinary inter-agency coordination outside the realm of normal, day-to-day emergency situations responded to by law enforcement, fire, and emergency medical services (EMS) agencies.

5) The EOC will provide all staff with the appropriate rehabilitation supplies, food, and sleeping accommodations while they are assigned to the EOC during an activation.

6) Marion County uses WebEOC as the primary resource management and information sharing system. All EOC and emergency support functions (ESF) representatives are trained on the use of WebEOC. WebEOC information and resources include shelters, points of distributions (POD), disaster recovery centers (DRC), essential elements of information, local and state resource requests, emergency shelter status, and other applicable information.

7) In accordance with Homeland Security Presidential Directive (HSPD)-5, Management of Domestic Incidents, the county follows the National Incident Management System (NIMS) for disaster management. The Director of Emergency Management will serve as coordinator for the implementation of the incident management system. NIMS provides a consistent approach to prepare for, prevent, mitigate, respond to, and recover from disaster occurrences regardless of cause, size, or complexity. This system integrates effective practices in emergency preparedness and response into a comprehensive framework for incidental management. Use of the Incident Command System (ICS) is integral to NIMS and will be the management framework used for incident response within the county. The Incident Command System functions on the concepts of a modular organization, unified command, multiagency coordination, span of control, common terminology, action planning process, comprehensive resource management, integrated communications, and pre-designated facilities.

8) The county is a signatory to the Statewide Mutual Aid Agreement (SMAA). If resources within the county are insufficient for disaster response and recovery operations, mutual aid will be requested from the state emergency operations center (SEOC), or other local jurisdictions in the state.

9) During disaster operations, numerous private sector and private nonprofit organizations provide resources. Included among these are the American Red Cross (RC), Salvation Army, various non-government organizations (NGOs), Interfaith Emergency Services, United Way, Chamber & Economic Partnership, the World Equestrian Center (WEC), and others.

B. Levels of Disaster

Florida Statute 252.34 defines a disaster as any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a declaration of a state of emergency by a county, the Governor, or the President of the United States. F.S. 252.34 also identifies disasters by the severity of resulting damage, as follows:

1) Catastrophic disaster – one that requires massive state and federal assistance, including immediate military involvement.
2) Major disaster – one that will likely exceed local capabilities and require a broad range of state and federal assistance.
3) Minor disaster – one that is likely to be within the response capabilities of local government and to result in only a minimal need for state or federal assistance.
4) Emergency – Any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

C. Plan Activation

1) Marion County will activate the Comprehensive Emergency Management Plan (CEMP) in the event of any of the following:
    a) Pursuant to Chapter 252, Florida Statutes, and in accordance with the Emergency Management Inter-Local Agreement to ensure health, safety, and welfare of the community.
    b) When the Chairperson (Vice Chairperson or their designee) of the Board of County Commissioners declares a local state of emergency for Marion County.
    c) Upon declaration of the state of emergency by the Governor, as provided by Chapter 252.36, Florida Statutes, where Marion County is one of the areas threatened.
    d) Whenever emergency response actions are required for the immediate protection of life and property prior to the proclamation of a local state of emergency.

D. Organization

1) Normal

Marion County is administered by a Board of County Commissioners (BOCC) consisting of five elected officials, with one acting as the chairperson. The County Administrator is appointed by, and reports to, the Board of County Commissioners. Marion County Division of Emergency Management is administered by the elected Sheriff of Marion County. The Marion County Division of Emergency Management Director is appointed by the Sheriff. The Sheriff shall not report to the County during normal operations of the Emergency Management Director, but the Sheriff shall report to the Chairperson of the BOCC, or their designee, in time of emergency or a declared disaster under Florida Statue 252, or if otherwise requested to do so by the County.

2) Emergency Support Functions (ESF)
    a) Coordination of disaster response and recovery activities will be facilitated by using emergency support functions. Marion County will use 18 ESFs to align county response and recovery activities with those of the state.

b) Each ESF will have a primary agency or agencies designated based on their orientation, capabilities, and resources. Numerous other agencies will be designated as support agencies within each ESF.

c) A brief description of each of the 18 ESFs follows. The Emergency Support Function Appendixes 1 through 18, address each of the ESFs in more detail.

ESF #1 – Transportation
Provides coordination of transportation support to the public, county departments and other government and private agencies and voluntary organizations requiring transportation to accomplish disaster evacuation, response, and recovery missions.

ESF #2 – Communications & Technology
Provides coordination of telecommunications support necessary to conduct disaster response and recovery operations including the restoration of downed communications systems.

ESF #3 – Public Works and Engineering
Provides public works and engineering support necessary to restore the community's infrastructure. Includes the areas of debris clearance and disposal, temporary construction of emergency access routes, restoration of critical public services, restoration of water and wastewater systems, construction management and inspection, and emergency demolition or stabilization of damaged structures.

ESF #4 – Firefighting
Detects and suppresses fires resulting from, or occurring coincidentally with, a disaster.

ESF #5 – Information and Planning
Collects, analyzes, and disseminates appropriate information on emergency operations which facilitates decision making in response and recovery operations.

ESF #6 – Mass Care and Human Services
Coordinates efforts to provide sheltering, feeding, and emergency first aid.

ESF #7 – Logistics/Resource Support
Locates, procures, and provides required resources in support of emergency operations.

ESF #8 – Health and Medical Services
Provides a coordinated response to public health and medical needs following a disaster.

ESF #9 – Search and Rescue
Locates, rescues, and provides immediate medical treatment to survivors who are lost, isolated, or trapped as a result of a disaster.

ESF #10 – Hazardous Materials
Responds to an actual or potential release of hazardous materials.

ESF #11 – Bulk Distribution
Identifies, secures, and arranges for the transportation and distribution of food and water to disaster survivors.

ESF #12 – Electrical Utilities
Coordinates the restoration of utility systems and availability of petroleum products for response and recovery operations.

ESF #13 – Military Support
Coordinates the use of military assets, including National Guard and active-duty forces, in support of emergency operations.

ESF #14 – Public Information

Coordinates and disseminates appropriate information to the public during emergency operations.

ESF #15 – Volunteers and Donations

Coordinates the effective utilization of disaster volunteers and donated goods during response and recovery operations. Manages the County's relief supplies reception and distribution system.

ESF #16 – Law Enforcement

Coordinates law enforcement activities during evacuation, response, and recovery operations to include law and order, traffic control, security, and reentry operations.

ESF #17 – Animal Protection

Coordinates animal protection activities for both small and large animals to include emergency veterinary care, evacuation, rescue, temporary confinement, shelter, food and water, identification for return to owners, and disposal of dead animals.

ESF #18 – Business and Industry

Coordinates evacuation, response, and recovery operations with the business community.

E. Internal EOC Operations

1) The EOC is a unique environment. Members of the EOC Staff represent many organizations which have numerous and varied responsibilities in response and recovery operations. EOC representatives can commit resources of their respective organizations and act as a conduit for tasks to be passed from the EOC to their organizations. Accordingly, EOC representatives are directly responsible only to their organization and to the EM Director.

2) Many organizations in the EOC are included as part of one or more ESFs. For each ESF, primary and support organizations are identified. These ESF groupings are designated to coordinate resources and mutual support within and between various functional areas. The agency designated as primary is responsible for coordinating resources and supporting agencies will assist as needed.

3) To facilitate span of control and to ease the flow of communication and coordination, the EOC will also use a modified Incident Command System combined with ESFs during activations. Similar functions will be grouped together with an EOC staff member appointed to oversee activities within each grouping. The groupings will be Operations, Planning, Logistics, and Administration / Finance. EOC staff members will aid the areas in these groupings and facilitate transmission of requests and information to the EM Director.

4) Response and recovery periods tend to overlap. Organizationally, the EOC will operate in similar fashion for both response and recovery operations. As additional agencies are needed in the EOC, they will be phased into the EOC operations. The EOC will coordinate recovery operations with federal and state representatives (see Recovery Appendix).

5) Mitigation activities are generally conducted on a day-to-day basis through various county departments also generally conducted by the municipal departments as well. Disaster related mitigation activities will be carried out through the same emergency management system as structured for response and recovery. See the Mitigation Appendix at the back of the plan for further information on mitigation.

F. Warning and Dissemination

1) General

   a) The purpose of this section is to outline the systems available for warning the responsible government officials and the general public of the threat of an impending disaster or that an actual emergency situation is in progress in the County.

   b) Warnings of impending or potential emergencies, such as a hurricane, tornado, severe weather, an airplane crash, a major hazardous materials release, or any other significant event that may impact multiple jurisdictions or large numbers of people must be disseminated to responsible officials, emergency response agencies, and to the public. The notification is for the purpose of implementing emergency government and management procedures and reporting such actions to State emergency management agencies. It is also necessary to take appropriate protective actions and preparedness and response measures.

2) County Warning Point (CWP)

   a) The State Watch Office operates 24/7, 365 days a year as a daily extension of the Florida State Emergency Operations Center. The State Watch Office (SWO) monitors local, state, and national media as well as communicates with Florida's counties and state agencies to ensure that the State Emergency Response Team is aware of any on-going or developing situations. The SWO maintains communications systems and warning capabilities to ensure that the state's population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions as mandated by § 252.35 F.S.

   b) The Marion County Public Safety Communications Center and Marion County Sheriff's Office are designated as the official County Warning Point for Marion County.

   c) The CWP is staffed 24 hours a day, 7 days a week. The County Warning Point has communication systems to adequately send and receive warning information to and from all relevant sources. The County Warning Point has an alternate power source of diesel generators on site.

   d) Marion County Division of Emergency Management utilizes the Everbridge © system (AlertMarion) in the County Warning Point, EOC and on mobile devices. This program is used to notify specific geographic areas of the county to notify the citizens of a possible emergency and life safety threats.

   e) Effective July 1, 2020, §252.351 F.S. requires the Division of Emergency Management (FDEM) to create a list of reportable incidents and requires political subdivisions to report incidents contained on the list located in the Florida Division of Emergency Management State Watch Office-Guide for Florida County Warning Points and PSAPs (Version 2021). It also authorizes FDEM to establish guidelines a political subdivision must follow to report an incident and requires FDEM to annually provide the list of reportable incidents to each political subdivision with an effective date. An online list of reportable incidents can be found at www.floridadisaster.org/SWO.

3) Significant Incidents

Notifications of watches, warnings, or the occurrence of significant events will be received at the CWP and EOC through bulletins and advisories from the National Weather Service received via AlertMarion (Everbridge), the Integrated Public Alert and Warning System (IPAWS), NOAA Weather Radio, local media, telephone, and the public. These significant incidents may include but are not limited to:

a) Any incident that may require a substantial evacuation and/or relocation of a given area.

b) Any event posing a potential threat for a mass casualty incident.

c) Any weather-related warning advisory.

d) Any formation of tropical weather systems.

e) Any incident, which closes, or significantly blocks major roadways within the County.

f) Any large or multiple structure fires.

g) Any prolonged shutdown of public utilities.

h) Any incident where Marion County public resources are being deployed out of the County.

i) Any event posing a major environmental threat.

4) Alerting

Marion County Division of Emergency Management is the primary agency responsible for alert and notification. Upon the receipt of notification of any such significant event the Communications Supervisor, on-duty Communications personnel, or Emergency Management staff shall implement the procedure appropriate to the event (weather, fire, hazardous materials, mass casualty incidents, etc.).

a) The Communications Director, Manager, or their designee will alert the on-call Emergency Management Staff, as needed. The Director or their designee may advise that one or a combination of the following actions will be initiated by either the County Warning Officer or Emergency Management Staff:

i) Everbridge © AlertMarion (Mass or specific geo-coded "targeted" notification)

ii) Notify the State Watch Office, via e-mail or telephone.

iii) Notify one or more designated agencies of county government or political subdivision(s).

iv) Initiate a partial or full call-out-alert using the AlertMarion – "Employee Groups".

v) Emergency Alert Broadcast System.

vi) Mass Email.

vii) Local Media/Radio.

viii) Notify the appropriate public information officers.

ix) Alert the appropriate field command staff.

x) Social media.

5) Call Out Alert

The call-out alert when initiated will be made to county governmental staff and non-county EOC staff in accordance with the Emergency Notification Procedure utilizing telephone numbers maintained by Emergency Management. It will be the responsibility of Primary Agencies/Departments for ESF's to notify their respective support agencies, division directors, and staff under their span of control.

In addition, the following actions may be initiated:

a) An alert will be sent to all Public Safety Answering Points, and they will in turn notify public safety agencies for which they are jurisdictionally responsible.

b) Marion County political subdivisions, and other governmental and non-governmental agencies will be contacted and utilize their own internal procedures to notify their staff of the threat or emergency.

c) Warning the public, whether via AlertMarion, Emergency Alert System (EAS), the Integrated Public Alert and Warning System (IPAWS), social media. or other available means, will include instructions for any required actions (i.e., evacuation, keeping away from a disaster area, seeking cover from a threatened tornado, etc.).

6) Notification:

Upon notification of an emergency or disaster situation, the Emergency Management Director is responsible for disseminating warnings to:

a) The Sheriff.

b) Applicable County Administration personnel.

c) Mayors (or designee) of each municipality within the County.

d) The primary agency contacts for each Emergency Support Function.

The Emergency Management Director or designee will report to the EOC to supervise activation procedures for an actual or impending emergency. Key warning personnel will coordinate with adjacent jurisdictions using telephone, radio, courier, or any other means necessary and available. Each Mayor or their representative will alert the municipal services in his/her community and supervise the dissemination of warnings in their municipality.

The primary agency contact for each ESF will contact all of the support agencies to the ESF. All agencies will notify their personnel to begin activation procedures as described in the ESF Appendices and implementing SOG's.

7) Levels of Activation

The level of the county EOC activation will depend on the nature and scope of the threat to the county. Additional information regarding activation is defined in the Emergency Operations Center Standard Operations Procedure.

Level	Description
3 – Steady State/Monitoring	Level 3 is typically a "monitoring" phase. Notification will be made to those state agencies and Emergency Support Functions who would need to take action as part of their everyday responsibilities. The emergency operation center will be staffed with County Warning Point Communicators and Emergency Management staff. On a daily basis the county EOC is at Level 3 activation
2 – Partial Activation	This is limited agency activation. All primary, or lead, Emergency Support Functions are notified of the situation. The Emergency Operations Center will be staffed by Emergency Management personnel and necessary Emergency Support Functions.
1 – Full Activation	In full scale activation, all primary and support agencies under the county plan are notified. The County Emergency Operations Center will be staffed by Emergency Management personnel and all Emergency Support Functions.

8) Warning to the General Public

Marion County must provide the public with sufficient advance warning time for effective preparation and for emergency plans to be implemented. The following warning systems are available to disseminate warnings and warning information to the public:

- Everbridge © AlertMarion.
- Emergency Alert System (EAS).
- Integrated Public Alert and Warning System (IPAWS)
- Website www.marionso.com.
- Website www.alertmarion.com.
- Website Marion County, FL | Home (marionfl.org)
- Citizens Information Line (rumor control).
- Fax to media and local businesses.
- NOAA Weather Alert Radio.
- Radio and TV Stations.
- Cable Information Channels.
- Public Speaking Events.
- Public Displays.
- Public Address or Door-to-Door, if needed.

G. Emergency Decision Making

Two key elements that are essential for making sound emergency decisions are (1) Knowing the amount of time that is needed to respond to the emergency and (2) Knowing the number of resources that are needed and available. When making emergency action decisions, the following general methodology will be used:

1) In hurricanes or weather-related emergencies, pre-emergency hazard times are computed based on Hurrevac, a hurricane tracking program. These times, therefore, are based on the actual characteristics of the event (i.e., forward speed of the storm and the distance tropical storm conditions extend from the eye). Total evacuation times are the combination of the

clearance and pre-emergency hazard times.

2) The probabilities generated by the National Weather Service (NWS) will be used when recommending protective measures. These probabilities are simple mathematical odds deduced from computer weather models.

3) Pre-emergency hazard time is the amount of time between the onset of the event and the actual arrival of hazardous conditions.

4) After determining the total pre-emergency time and the length of time before the arrival of hazardous conditions, a projection is made of when a decision must be reached. This is decision time.

5) Decision time is the amount of time available before the issuance of protective actions to allow adequate response time for the threatened population.

6) Execution time is the time available that allows for the completion of an emergency action before hazardous conditions are experienced. This would include a mobilization time.

7) During the process of decision making, determination for the issuance of protective actions and furnishing of assistance will be based on the following priority:

    a) Life-threatening circumstances - A problem is directly linked to life threatening circumstances; such requests will receive first priority.

    b) Protection of property - A threat exists for large-scale damage to property.

8) Operational responses to the above situations will be based upon the following:

    a) Availability of Resources - ESF-7 (Logistics Section) must assess the availability of resources, consider anticipated problems, and identify the most effective method of meeting the request.

    b) Location of Resources - ESF-7 (Logistics Section) staff will identify the closest available resources.

    c) Arrival Time - ESF-7 (Logistics Section) staff will estimate the time of arrival of resources.

H. Resource Management:

1) A resource management program will be maintained that follows Florida Statue Chapter 274, Florida Statutes. This law regulates the acquisition, supervision, accountability, control, transfer, and disposal of all tangible personal property owned by the governing board, commission, or authority of a county or a taxing district of the State, and by the Office of the Sheriff. Florida Statute 274.02 specifies that the Marion County Clerk of the Court, or his/her designee, shall establish by rule the requirements for the recording of property and for the periodic review of property for inventory purposes.

I. Protective Actions

1) Evacuations

    a) Most evacuations will be local in scope and an emergency response incident commander will initiate actions. In such cases, the actions will be coordinated and administered by emergency response officials using local resources in accordance with operational procedures. During any county administered

evacuation that does not require activation of the EOC, Emergency Management will provide assistance under the various County agencies' normal statutory authority through coordination. In the event of a multi-jurisdictional operation, the County BOCC Chairperson may issue a declaration of a local state of emergency and evacuation order in support of a municipality. This decision will include consultation with the Emergency Management Director, Sheriff, and representatives of the jurisdictions involved.

b) All County assistance and support of such actions will be coordinated from the EOC under the direction of the Emergency Management Director. Decisions on issues, such as deploying and pre-deploying personnel; determining evacuation routes; directing people caught on evacuation routes to safe shelter; ensuring the sufficiency of fuel; and addressing any matters relative to the ordered protective actions will be made by the appropriate functional groups in the EOC.

c) Evacuation route maps are in the EOC and available for use in an emergency and will be released to the media by ESF-14 and the PIO upon activation. Local action for evacuation and reentry will be coordinated with ESF-1, ESF-3 and ESF-16. Regional Evacuation will be coordinated utilizing the existing Regional Hurricane Evacuation Procedure.

2) Sheltering

a) The opening of general population shelters is a responsibility of ESF-6 and coordinated in the EOC with other ESF's that will be needed to support shelter operations. The opening of special needs shelters is the responsibility of ESF-8 in coordination with ESF-6.

b) Marion County Division of Emergency Management will notify the Marion County Public Schools Emergency Management Coordinator of the need for school shelters. The Superintendent or designee will meet with the Emergency Management Director or designee to discuss the need for school shelters, the impact of closure on the school year, and possible reopening dates. Decisions to close schools will be coordinated between the Emergency Management Director and the Marion County Public Schools Superintendent. Each school that is designated as a possible shelter has shelter teams. These teams consist of that school's administrative staff.

c) If Marion County becomes a host county for sheltering, various non-profit agencies will lead this effort at the direction of Emergency Management. Local community centers, churches, and government facilities can be utilized as host shelters.

d) In Place Sheltering – when a no notice event such a hazardous materials spill or release occurs, it may not be practical to remove residents from their homes. The decision to evacuate must be weighed against the exposure the residents and emergency workers may experience during the evacuation. In-place sheltering means that residents will be advised to remain in their homes with the windows closed and all open-air circulation systems turned off.

e) Refuge of Last Resort – Marion County does not identify structures to be used as refuge of last resort nor does it condone or staff refuge of last resort. Residents are expected to evacuate or relocate as necessary. However once sustained winds reach 45 mph, all residents will be urged to stay off roads and seek shelter in the

nearest substantial building in a room without windows.

J. Relief Operations

a) Once the emergency has passed, coordination of relief operations will begin, including search and rescue operations, mass casualty activities, provision of emergency supplies, preliminary damage assessment, emergency debris removal, and emergency restoration of utilities. The EOC will continue to direct management and coordination of all emergency response functions. Emergency relief agencies as well as all levels of government and the responding disaster relief organizations will be represented through various emergency support functions in the Emergency Operations Center.

b) The primary initial local coordinating agency for requesting resources and relief from State and Federal sources and allocating such supplies within the County will be the Emergency Operations Center. State and Federal Emergency Response Teams will be established and sent as soon as possible after the emergency. Ideally, these Emergency Response Teams will be in Marion County at or near the Emergency Operations Center and will carry out all State coordination and assistance functions until the Federal Disaster Field Office (DFO) is established.

c) The municipalities will make requests for immediate relief supplies and resources to the EOC. The EOC will consolidate all city requests into a county request for immediate relief resources.

K. Activation of the National Response Framework

When it becomes apparent that the anticipated magnitude and extent of damages will be beyond the capabilities of the County and State, and that federal resources will be necessary to support efforts, the Governor will contact the Director of the Federal Emergency Management Agency's (FEMA) Regional Office in Atlanta and request activation of the National Response Framework. Activation of this plan authorizes the mobilization of federal resources necessary to augment State and local emergency efforts.

1) FEMA's Advanced Emergency Response Team

a) An advance element of the Emergency Response Team (ERT/A) is the initial group to respond in the field and serves as the nucleus for the full Emergency Response Team (ERT). The ERT/A is headed by a team leader from FEMA and is composed of FEMA program and support staff and representatives from selected federal agencies.

b) A part of the ERT/A will deploy to the EOC to work directly with the County to obtain information on the impacts of the emergency and to begin to identify specific requirements for federal assistance. Other members of the ERT/A will deploy directly to the most affected areas to identify an appropriate location for the Disaster Field Office (DFO); establish communications; and set up operations in the field.

2) FEMA's Emergency Response Team

The Federal Coordinating Officer (FCO) will head the full Emergency Response Team (ERT). The ERT is composed of the FCO, FEMA program and support staff, and representatives from

each of the 12 federal ESF's. The responsibilities of the ERT include:

a) Coordinating overall federal response and emergency response activities to the State and County.

b) Working with the County and State to determine and to coordinate those requirements with the ESF's.

c) Tasking the ESF's or any other federal agency to perform missions in support of the State and County.

d) Upon their arrival, the team leader and ESF's will receive an operational briefing from the Emergency Management Director or designee and be assigned space from which to conduct their activities. Once this is completed, federal ESF staff will establish contact with their counterparts on the County and State ESF's to coordinate the provision of federal assistance to meet resource needs, which exceed the capability of the State and affected local governments.

IV. DIRECTION AND CONTROL

A. Governor

Under the provisions of Florida Statute 252.36, the Governor is responsible for meeting the dangers presented to the state and its people by emergencies. In the event of an emergency beyond the control or capability of local governments, the Governor may assume direct operational control overall, or any part of the emergency management functions within the state. Pursuant to the authority vested in the Governor under Florida Statute 252.36, the Governor may take any action authorized by that statute, including:

1) Declare a State of Emergency to exist through the issuance of an Executive Order or Proclamation.

2) Activate the response, recovery and mitigation components of existing State and local emergency plans.

3) Serve as Commander in Chief of the Florida National Guard and of all other forces available for emergency duty.

4) Authorize the deployment and use of any forces, supplies, materials, equipment, and facilities necessary to implement emergency plans.

5) Suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the order or rules of any state agency, if strict compliance with any such statute, order, or rule would in any way prevent, hinder, or delay necessary emergency actions in coping with the emergency.

6) Utilize all available resources of the state and local governments, as reasonably necessary to cope with the emergency.

7) Transfer the direction, personnel, and functions of state departments, agencies, or units to perform or facilitate emergency services.

8) Commandeer or utilize any private property necessary to cope with the emergency.

9) Direct and compel the evacuation of all or part of the population from any threatened or stricken area.

10) Prescribe routes, modes of transportation, and destinations for evacuees.

11) Control ingress and egress to and from an emergency area, the movement of persons within the area, and occupancy of premises therein.

12) Suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives, or combustibles.

13) Make provisions for the availability of temporary emergency housing.

B. Governor's Authorized Representative (GAR)

Section 252.36, Florida Statutes, authorizes the Governor to delegate or otherwise assign his command authority and emergency powers as deemed prudent. The Governor has appointed the State Coordinating Officer (State Director of Emergency Management) as his authorized representative to act on his behalf in carrying out the provisions of Florida Statutes Chapter 252.

C. Board of County Commissioners

Under the provisions of Florida Statute 252.38, the Board of County Commissioners is responsible for safeguarding the life and property of the citizens of Marion County, and to provide for the effective and orderly governmental control and coordination of emergency operations. To effectively carry out these emergency responsibilities the Board has delegated this authority to the Marion County Sheriff. On June 21, 1988, the Marion County Board of County Commissioners and the Marion County Sheriff executed an Inter-local Agreement delegating the authority of emergency management operations to the Sheriff, consistent with federal, state, and local law, including but not limited to Florida Statutes Chapter 252, the Florida Administrative Code, applicable County Ordinances.

D. Emergency Management Director

Florida Statute 252.38 directs each county to establish an Emergency Management Office and appoint a Director to carry out the provisions of Florida Statutes 252.31 - 252.90, in accordance with the interlocal agreement by and between the Marion County Board of County Commissioners and Marion County Sheriff. The Marion County Sheriff's Emergency Management Director is the designated Emergency Manager for the County. In this capacity, the Director is directly and solely responsible for:

1) Organization, administration, and operation of Emergency Management.

2) Serves in the capacity of advisor to the Board of County Commissioners during emergency or disaster operations.

3) Coordinator of activities services and programs to emergency planning and emergency response throughout Marion County.

4) Maintaining liaison with State, Federal, and other local Emergency Management Agencies.

5) Development and maintenance of operational planning for emergency responses.

6) Instituting training programs and public information programs.

7) Ascertaining the requirements of the County to implement emergency response operations.

8) Taking all preparatory steps necessary, including the partial or full emergency mobilization of agencies of county and municipal governments in advance.

9) Cooperating with the Governor's Authorized Representative, the State Division of

Emergency Management, and all other Federal and relief agencies in matters pertaining to Emergency Management.

10) Taking measures to carry into effect any request from municipalities, agencies, the Florida Division of Emergency Management, or Federal agencies for any appropriate Emergency Management activity.

11) Carry out any implemented actions deemed necessary by the Sheriff or Board of County Commissioners.

E. Additional Direction and Control Policies

1) City/Town Mayors/Managers of incorporated jurisdictions have the responsibility and authority to direct and control emergency/disaster operations in their jurisdictions.

2) Legally constituted municipalities, pursuant to Florida Statute 252.38, may establish emergency management programs and develop emergency management plans in conformance with Federal, State and County plans. The municipalities' command and control operations will be supported by the County Emergency Operations Center.

3) A Policy Group for the Marion County Emergency Operations Center will be requested to report to the Emergency Operations Center to convene on a threat or already occurring disaster/situation. The Policy Group will provide overall direction for emergency operations. The Emergency Management Director or designee in conjunction with the Policy Group will determine when to request the Board of County Commission to issue the Local State of Emergency, evacuation orders, and similar orders or directives. The Emergency Management Director, in consultation with the Sheriff, will determine if and when a curfew should be enacted. The Policy Group is designed to provide policy and operational guidance.

4) The public officials in other incorporated cities of Marion County are responsible to provide policy guidance in the administration of emergency management programs in their respective jurisdictions.

5) The Emergency Management Director will serve as senior liaison officer for Marion County when coordinating with the Florida Division of Emergency Management, Florida Military forces, and United States Military forces. When the provisions of this plan are in effect, centralized direction and control will be coordinated through the Marion County Emergency Operations Center.

6) The Emergency Management Director, when required, to ensure quick response to an actual or impending emergency/disaster, will activate appropriate portions of this plan.

7) Pursuant to the interlocal agreement, the Sheriff of Marion County is responsible for the administration of Emergency Management to provide for the health, safety, and welfare of the citizens of Marion County. Within this structure, the Marion County Sheriff's Division of Emergency Management is responsible for all aspects of emergency management including preparedness, response, recovery, and mitigation efforts.

F. Marion County Response Team Organization

1) To facilitate the use of the ESF Concept, the EOC organizational structure has been designed for Marion County using the Incident Management System (IMS) as a guide. The Marion County Division of Emergency Management Director or designee will serve as the Incident Commander for the County EOC.

2) Each section within the IMS contains functional responsibilities that can be matched with corresponding Emergency Support Functions in the State CEMP. In the IMS used by Marion County, depending on the scope of the disaster, one agency may be responsible for several tasks, each represented by a different ESF in the State CEMP.

G. Marion County NIMS Integration

1) In order to facilitate the integration to the National Response Framework (NRF) and National Incident Management System (NIMS), Marion County incorporates the NIMS structure into all response and incident plans prior to the deadline set by the federal government for compliance.

2) NIMS compliance is mandated for federal, state, and local jurisdictions by the following directives: Homeland Security Act of 2002; HSPD-5 Management of Domestic Incidents; HSPD-8 National Preparedness; and the National Response Framework or NRF.

V. TRAINING AND EXERCISES

A. General

This section will outline a training program that will ensure that emergency responders and the public fully understand the overall concept of Emergency Management and their responsibilities before, during and after an emergency/disaster. The Emergency Management Director and emergency management staff are responsible for these activities.

B. Training

1) General

Marion County Division of Emergency Management has developed an Integrated Preparedness Plan (IPP) that will guide Marion County to improve the capability to mitigate, prepare for, respond effectively to, and recover from an emergency or disaster. A Multi-Year Training and Exercise Plan is maintained for the emergency management program.

a) Mitigation/Preparedness Training

- Department/agency heads will designate Emergency Coordinators within their organization.
- Department/agency heads and Emergency Coordinators will participate in Emergency Management training to better prepare their organizations for responding to emergencies/disasters and establish mitigation methods.
- Department/agencies will identify needed Emergency Management training and request it from Marion County Division of Emergency Management.

b) Response Training

- Group training is encouraged for the Marion County Emergency Operations Center staff, Executive Policy Group, individuals, information officers, all government division/department heads and their Emergency Coordinators, damage assessment teams, human needs assessment teams, school board personnel, medical/health, institutional personnel, volunteers, communications/dispatchers, etc.

- Community awareness programs are provided to train citizens as to what actions are expected of them before, during and after an emergency/disaster.
- Preparing citizens for protective action and self-help practices immediately following a disaster is part of the Emergency Management training program.
- The Emergency Management training program encourages members of all groups to take advantage of available training.

c) Recovery Training

- Recovery exercises complete the process of exercising the Marion County Comprehensive Emergency Management Plan. Recovery exercises are designed to fit the format from tabletop to full-scale exercises.
- Individual and departmental evaluations of exercise performance are used to determine internal training requirements.

C. Exercises

"Exercising" is the primary way to activate, test, and evaluate the components of the Marion County Comprehensive Emergency Management Plan and to determine if the plan will work in an actual emergency/disaster situation. All exercises will follow the Homeland Security Exercise & Evaluation Program (HSEEP) including After Action Reports.

1) Four principal reasons for exercises:
   a) To detect deficiencies in a plan.
   b) To detect deficiencies in the overall system.
   c) To identify potential personnel and staff problems of divisions/agencies.
   d) To detect problems relative to functions and operations of equipment.
2) Progressive Exercising
   a) Tabletop exercises are designed to detect potential problems with coordination, to determine the appropriateness of assigned responsibilities and to achieve a certain level of familiarity of a plan.
   b) Functional exercises are more complex and are designed to test individual functions, such as direction and control, multiple functions, decision making, warning, public information, or recovery.
   c) Full-scale exercises are the highest level of exercise. It is culmination of the exercise program. It is designed to evaluate the operational capability of the emergency management system over a substantial period. It tests major components and sub-components of the plan.
3) Exercise Requirements for Every Jurisdiction
   a) Each of the municipalities in Marion County is responsible by law for the safety and welfare of its citizens. Training should therefore involve the utilization of all municipal as well as County capabilities in a coordinated effort in accordance with individual plans and Standard Operating Guidelines (SOG's)
   b) Marion County Division of Emergency Management will conduct, at a minimum, an annual tabletop exercise, which will incorporate the participation of all

emergency operations center representatives and municipalities, utilizing the CEMP as a guide.

c) An evaluation of each exercise will be completed for the purpose of addressing operational deficiencies and revising plans and procedures.

D. Responsibilities

1) Marion County Division of Emergency Management is responsible for ensuring the Marion County Emergency Operations Center staff and operational responders fully understand their procedures and responsibilities, as outlined in the Marion County Comprehensive Emergency Management Plan.

2) Training and scheduling of training for Emergency Management purposes will be coordinated through Marion County Division of Emergency Management.

3) Department/agency heads should budget for, and participate in, training activities related to emergency preparedness programs.

4) Municipalities: The Mayor (or designee) is responsible for the training of personnel under the jurisdiction of that office. Appropriate personnel should attend training courses offered by Federal, State, and local organizations whenever possible.

5) Marion County Division of Emergency Management will:

   a) Coordinate all disaster-related training within the County to ensure that all the overall objectives of the CEMP are being met. As an example:

      - EOC Operations.
      - Recovery/damage assessment.
      - Finance administration/reimbursement.

6) Emergency Management will assist or provide guidance to County departments and agencies, municipalities, and non-governmental disaster agencies as required, in attaining coordinated training and education objectives.

VI. PREPAREDNESS ACTIVITIES

A. General Issues

1) Protection of Records

   All County departments, constitutional authorities and other governmental agencies must ensure protection of their records during disaster situations. Agencies in potential hurricane flood zones are particularly vulnerable to record damage from water. All agencies have the potential for record damage from fire and possible resulting water damage. Specific measures for protecting records must be reflected in agency disaster plans. Those agencies with vital records (e.g., Clerk of Circuit Court, Property Appraiser, Florida Department of Health – Marion County, School Board, etc.) must take special care to ensure the safety of these records. Offsite storage of duplicate vital records, whenever feasible, is strongly recommended. All agencies should also have plans which address the recovery of damaged records.

2) Special Needs Registration

The Marion County Special Needs Program is for residents with specific health and medical conditions and those requiring transportation assistance. The program helps to aid in sheltering, evacuation, and transportation for registered residents during times of disasters with the resources available within Marion County. The registry is a confidential listing of those needing assistance and is updated on an annual basis through contact with the registered residents. Residents with medical needs such as nebulizers, oxygen, feeding tubes, or Alzheimer's disease are examples of medical criteria that are eligible for the registry. Marion County Division of Emergency Management maintains the registry.

Residents that wish to register for the Marion County Special Needs Program, are instructed to fill out the application and return to the address on the application. Residents may also visit https://snr.flhealthresponse.com/ and sign up online. Emergency Management strives to offer sheltering space for residents; however, it is strongly encouraged to seek shelter with friends and family first.

B. Public Awareness and Education

1) Continuing Education, Pre-disaster Prevention and Preparedness, and Post-disaster Recovery and Mitigation: County officials must strive to keep residents informed about disaster preparedness, emergency operations, and hazard mitigation. Public information in the disaster preparedness/emergency management area is divided into three phases: continuing education, pre-disaster preparation, and post-disaster recovery and mitigation. Continuing education is intended to increase awareness of disaster preparedness information, educate on ways to protect life and property, and inform the public on the availability of further assistance and information. Pre-disaster preparation informs the public of the imminent danger and provides details about evacuation procedures, sheltering, actions to take, and other critical information such as the availability of sandbags. During the post-disaster period, the public is informed about such things as disaster assistance, health precautions, and long-term sheltering.

2) Rumor Control in Public Information – It is important, especially immediately before and after a disaster, to keep the public informed on all relevant matters to include government decisions, recommendations, and instructions. Reliable official information is imperative to ensure against rumors or inconsistent messages that can cause panic, fear, and confusion. Therefore, all reports disseminated to the public about a disaster must be issued through a single Public Information Office. Similarly, all media inquiries should be forwarded to the same Public Information Office. During a disaster or an activation, news media should be permitted access to the media room/center of the EOC and, following meetings, be briefed on the outcome of the meeting to the extent necessary to promote emergency preparedness. A continuous flow of official information is also necessary to provide full knowledge of disaster conditions and relief services. The primary citizens information line is located within the EOC. A back-up citizens information line is located at the alternate EOC location.

3) Disaster Response and Recovery Information – The Director of Emergency Management has the overall responsibility for providing disaster prevention, preparedness, response, and recovery and mitigation information to the public. Both the Marion County Sheriff's and Marion County's Public Information Offices will provide support to the Emergency Management Director in these tasks. The Public Information Offices will ensure that public service announcements are prepared to keep the public informed on disaster prevention, preparedness, response, recovery, and mitigation.

4) Comprehensive Public Information Program – The County conducts a comprehensive public information program throughout the year. The public information program includes news

features on television and radio and speaking engagements to a vast range of audiences, and informational messages promoted across a wide range of communications platforms, including a variety of County publications and social media. All requests for emergency preparedness talks are accepted to include civic groups, church groups, mobile home parks, business and industry, public schools and universities, hospitals, nursing homes, and similar facilities and entities.

5) Broadcast Media – The broadcast media provides an excellent resource for the county's information program. Emergency Management representatives' interface with radio and television reporters, news personnel, and weather personnel on a regular basis. Local broadcast stations regularly provide public service announcements provided by the county or the state. Marion County has two Emergency Alert System (EAS) stations (a primary and an alternate). Under the EAS system, radio, and television stations, as well as cable companies, in the County will provide emergency announcements when the EAS system is activated.

6) Brochures – Marion County Division of Emergency Management produces and distributes specialized brochures and pamphlets to promote awareness of its functions, including hurricane awareness, special needs registration, and volunteer programs.

7) Be Alert Marion Messaging (BAMM) – The Be Alert Marion Messaging, or BAMM, is a method of community warnings and notifications in times of disaster or emergency situations. Marion County works with public and private partners to advise residents and guests of possible threats. The program is used to advise individuals of evacuations or other hazards using electronic message billboards. BAMM is a voluntary program where local businesses, non-profits, and faith-based agencies would support the program by posting emergency messages to digital signs and billboards.

8) Methods of Information Distribution – There are numerous other methods employed to provide disaster preparedness information to the public. Emergency Management works with phone companies and other distributors of directories to place pertinent disaster preparedness data in their publications. Emergency Management also coordinates with Ocala Electric Utilities and other public utilities to ensure appropriate disaster planning information is included with utility bills.

9) Reaching Citizens with Special Needs – Special efforts are dedicated to reaching those citizens with special needs. EM works with County and state social services agencies and home health care agencies to ensure disaster preparedness information is disseminated to the handicapped and elderly. They also provide information to the various public and private human services organizations for their clients. Those citizens who need assistance during an evacuation are encouraged in disaster pamphlets and in personal contacts to register with the Special Needs Program.

10) Emergency Management Public Awareness & Education Program – Emergency Management is responsible for developing and managing the emergency management public awareness and education program. Upon activation of the EOC, ESF #14 will direct the public information element of the EOC. ESF #14 will serve as the County's representative to all media (TV, radio, and newspaper) and as the focal point for all public information. ESF #14 will also provide pertinent information to the appropriate personnel for inclusion on the County's website. In addition, ESF #14 provides emergency information to subscribers to the County's Citizens Information Line.

11) EOC Media Room – The EOC has a room dedicated as the media center for emergency operations. Most interviews of the County emergency staff will be conducted in this area.

12) Evacuation routes maps can be found at https://www.floridadisaster.org/planprepare/disaster-preparedness-maps/. The current evacuation route map for Marion County can be found on page 48 of this plan.

VII. FINANCIAL MANAGEMENT

A. General

It is the intent of this policy to provide guidance for basic financial management to all departments and agencies responding under the provisions of the plan to ensure those funds are provided expeditiously, and to ensure financial operations are conducted in accordance with appropriate Federal, State and Marion County policies, regulations, and standards.

B. Assumptions

1) Due to the nature of most emergency situations, financial operations will often be carried out with compressed time frames and other pressures, necessitating the use of non-routine procedures. This, in no way, lessens the requirements of sound financial management and accountability.

2) A Presidential disaster or emergency declaration will permit funding from the Federal Disaster Relief Fund under the provisions of the Stafford Act in addition to the financial resources initiated at the local and state levels.

C. Expenditure of Funds

Timely financial support of any extensive response activity could be crucial in saving lives and property. While innovative means of procurement may be called for during times of emergencies, it is still mandatory that good accounting principles and practices be employed to safeguard the use of public funds from the potential of fraud, waste, and abuse.

1) In concert with federal guidelines, officials of the primary and support agencies will give approval for expenditure of funds for response operations. Each agency is responsible for establishing effective administrative controls of funds and segregation of duties for proper internal controls, and to ensure that actions taken, and costs incurred are consistent with the missions identified in this plan.

2) Extreme care and attention to detail must be taken throughout the emergency response period to maintain logs, formal records, and file copies of all expenditures (including personnel time sheets). This will provide clear and reasonable accountability and justification for future reimbursement requests. Reimbursement is NOT an automatic "given," so, as much deliberative prudence as time and circumstances allow should be used.

3) The Marion County Clerk of Court will be responsible for financial management regarding State/Federal assistance requested by the Marion County Board of County Commissioners. Any financial management regarding State/Federal assistance requested by the Marion County Sheriff will be handled by the Marion County Sheriff's Budget and Finance Division. The statutory duties and obligations of the Clerk of Court regarding financial accounting shall be respected and adhered to all times as required by law. The Marion County Board of County Commissioners will execute any funding agreements with other legal entities. The Sheriff or his or her designee will execute funding agreements on behalf of the Office of the Sheriff.

4) All records relating to the allocation and disbursement of funds pertaining to activities and elements covered in this plan must be maintained, as applicable, in compliance with:

    a) The Code of Federal Regulations - Title 44 Emergency Management and Assistance (CFR 44); relevant Circulars and Federal Statutes, in a manner consistent with provisions of the Federal Stafford Act.

    b) Florida Statutes Chapter 252, relating specifically to emergency management powers and responsibilities of local government.

    c) Marion County Clerk of Court – Finance.

    d) Marion County Sheriff's Budget and Finance Division.

    e) The Handbook for Disaster Assistance, Department of Community Affairs, and Division of Emergency Management has been prepared to provide basic information and instructions. This handbook can be obtained from Marion County Division of Emergency Management.

5) The Clerk of the Court, along with the County Finance Director, is responsible for implementing, maintaining, and tracking all financial projects and matters pertaining to the Board of County Commissioners during and after a disaster. The Marion County Sheriff's Budget and Finance Division is responsible implementing, maintaining, and tracking all financial projects and matters pertaining to the Marion County Sheriff's Office. The preservation of vital records for the continuation of government will be the responsibility of Department Heads and Constitutional Officers. Each municipality and school district are responsible for implementing, maintaining, and tracking all financial projects and matters pertaining to their jurisdiction.

6) Funding sources for day-to-day emergency management activities and operations are available and include the following:

    a) Emergency Management Preparedness and Assistance (EMPA).

    b) Emergency Management Performance Grant (EMPG).

7) Pre-Disaster Funding Sources are available through the following:

    a) Pre-Disaster Mitigation Program Flood Mitigation Assistance.

8) Post Disaster Funding Sources are available through the following:

    a) FEMA Public Assistance Program Hazard Mitigation Grant Program.

9) Mutual Aid Requests

    Marion County is a signatory to the Statewide Mutual Aid Agreement. The Emergency Management Director has responsibility for overseeing the mutual aid process in a disaster, along with assistance from the Region 3 State Coordinator. Mutual Aid requests for Marion County are coordinated through Marion County Division of Emergency Management or through automatic mutual aid agreements between the EMS, Fire, and Law Enforcement Agencies during an emergency that does not require State Assistance. Conversely, any request for disaster assistance from outside Marion County will be coordinated through Marion County Division of Emergency Management as referenced in the Statewide Mutual Aid Agreement. The WebEOC System is used for requests during a disaster situation.

10) Reimbursement processes and submittal will be conducted through www.floridapa.org.

VIII. REFERENCE AND AUTHORITIES

A. General

Ultimate responsibility for the protection of life and property and the preservation of public peace, health and safety lies with local governments. The authority for local governments to respond to situations and take actions necessary to safeguard the life and property of its citizens is set forth in the following laws and regulations:

B. Federal

1) Robert T. Stafford Disaster Relief and Emergency Assistance Act.
2) Public Law 106-390.
3) Post-Katrina Emergency Management Reform Act.
4) Homeland Security Act of 2002.
5) Homeland Security Presidential Directive #5.
6) Homeland Security Presidential Directive #8.
7) National Response Framework.
8) National Incident Management System.

C. State

1) Chapter 252 of the Florida Statutes (State Emergency Management Act, as amended). Florida Statute 252.38 directs each county to establish and maintain an emergency management plan and program that is coordinated and consistent with the State Comprehensive Emergency Management Plan and program. The statute further specifies county and municipal emergency management powers and responsibilities.
2) Governor's Executive Order 80-29, which delegates specific emergency responsibilities and directs certain emergency management actions to county governments.
3) The State of Florida Comprehensive Emergency Management Plan.
4) Rules 9G-6, 9G-7, 9G-11, 9G-14, 9G-19 and 9G-20, Florida Administrative Code.

D. County

1) Marion County Interlocal Agreement dated June 21, 1988, with the Board of County Commissioners and Office of the Sheriff.
2) Marion County Integrated Preparedness Plan (IPP).
3) Marion County Local Mitigation Strategy.
4) Marion County Emergency Operation Center SOP.

E. Marion County Responsibilities & Authorities

1) Chapter 252.38, Florida Statutes delineates the emergency management responsibilities of political subdivisions in safeguarding the life and property of citizens and other persons within the political subdivision. Key points within the statutes are listed below.

a) Marion County shall perform emergency management functions within the territorial limits of Marion County and conduct those activities pursuant to F.S. 252.31 – 252.91, and in accordance with state and county emergency management plans and mutual aid agreements. Marion County has the authority to establish, as necessary, a primary and one or more secondary emergency operating centers (EOCs) to provide continuity of government and direction and control of emergency operations.

b) Marion County has the power to appropriate and expend funds; make contracts; obtain and distribute equipment, materials, and supplies for emergency management purpose; provide for the health and safety of persons and property, including assistance to victims of any emergency; and direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set forth by federal and state emergency management agencies.

c) Marion County has the authority to request state assistance or invoke emergency related mutual aid assistance by declaring a local state of emergency. The duration of the local state of emergency shall be limited to 7 days, and it may be extended as necessary in 7-day increments for a total duration of not more than 42 days. Marion County participates in current Statewide Mutual Aid Agreements. The County also has the power and authority to waive the procedures and formalities otherwise required of Marion County by law, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community.
- Entering contracts and incurring obligations.
- Employment of permanent and temporary workers.
- Utilization of volunteers.
- Rental of equipment.
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
- Appropriation and expenditure of public funds.

2) Marion County recognizes the right of municipalities within the County to establish their own emergency management plans and programs. Those municipalities establishing emergency management programs will coordinate their activities and programs with Marion County Division of Emergency Management in accordance with 252.38(2) Florida Statues.

3) Marion County Division of Emergency Management serves the entire County. It is the responsibility of Marion County to establish and maintain an emergency management office, and to develop a comprehensive emergency management plan and program that are consistent with the state comprehensive emergency management plan and program.

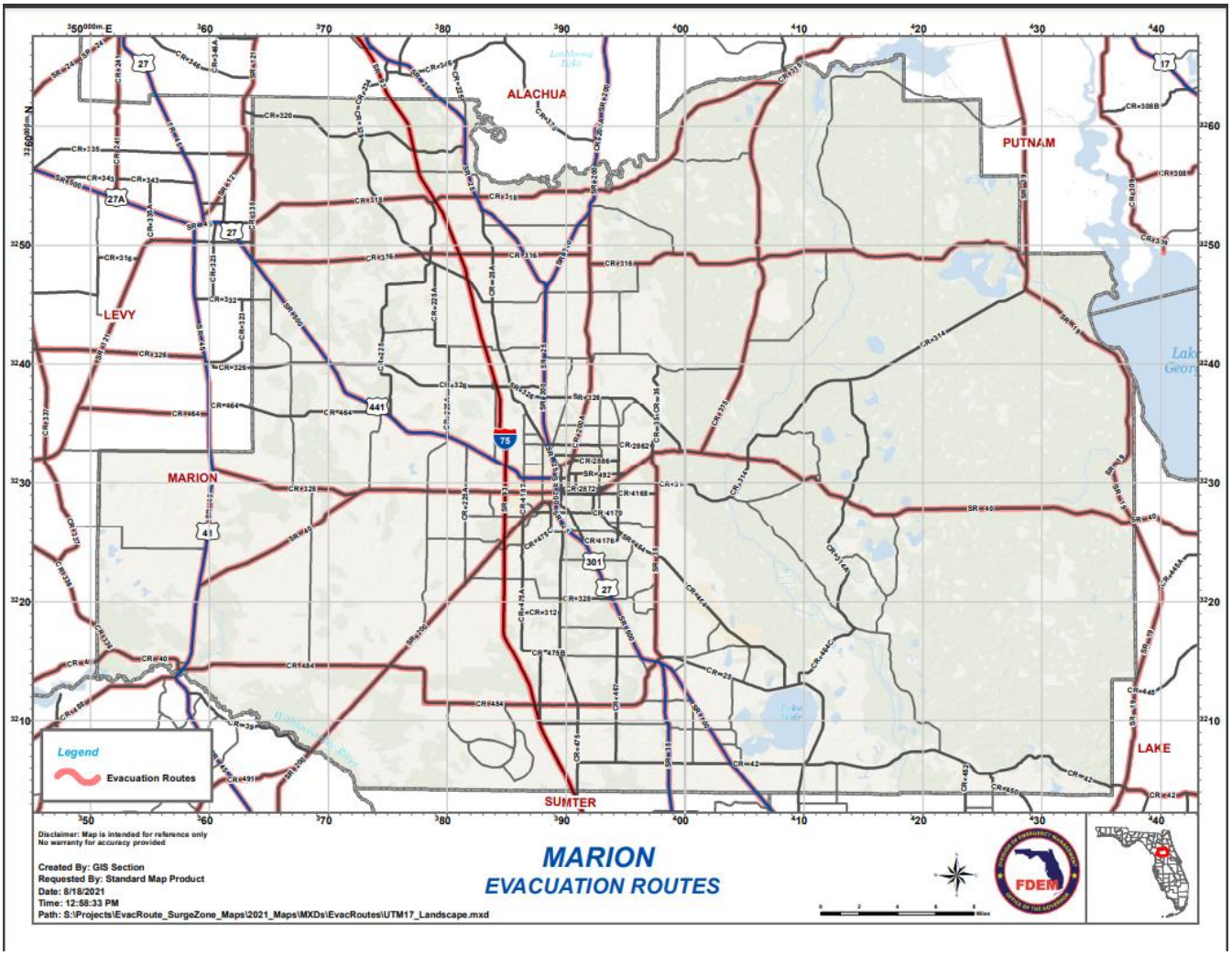
4) Marion County Division of Emergency Management shall review emergency management plans required of external agencies and institutions.

5) Marion County School Board shall, during a declared local state of emergency and upon the request of the Emergency Management Director (or designee), provide facilities and personnel

to staff those facilities. Marion County School Board shall, when providing transportation assistance, coordinate the use of its vehicles and personnel with the Sheriff's Emergency Management Division.

Marion County Emergency Management Organization & Coordination Marion County Emergency Operations Center Staff Incident Response Functions		
ICS Position	**ESF Position**	**Function**
Transportation	ESF 1	Move Residents/Evacuation
Communications & Technology Unit	ESF 2	Supervise/coordinate internal external communications
Public Works & Engineering Group	ESF 3	Debris, Roads, Sandbags, Landfills
Fire Group	ESF 4/ ESF 10	Fire Suppression, EMS, Respond to Hazardous Materials emergencies
Planning Section	ESF 5	Monitor current event, prepare for future actions, tech support
Mass Care Group	ESF 6	Shelters, feeding, comfort stations
Logistics/Resource Support	ESF 7	Obtain supplies, purchasing, recordkeeping
Health and Medical Group	ESF 8	Special needs, health issues, human needs
Search and Rescue Group	ESF 9	Locate and extrication of entrapped victims
Bulk Distribution Group	ESF 11	Monitor/distribute food and water supplies
Utilities Group	ESF 12	Ensure safety of electric supply
Public Information	ESF 14	Prepare and distribute information
Volunteers/Donations Group	ESF 15	Organize volunteers
Law Group	ESF 13/ESF 16	Security, Patrol, and Liaison with military resources
Animal Issues Group	ESF 17	Animal issues including animal sheltering
Business & Industry Unit	ESF 18	Coordination with Business

Evacuation Routes



Marion County Comprehensive Emergency Management Plan (CEMP)

Recovery Appendix

Version: 2024

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I. INTRODUCTION

Following a disaster, many critical post-disaster concerns will have to be addressed. Resolution of these issues will require a coordinated local, state and federal effort. The recovery appendix establishes a detailed framework of federal and state government support for local government efforts to restore essential public and social services following a disaster. Much of this support involves the coordination and administration of federal disaster assistance. This will outline the process for assessing the need for and administration of local, state and federal disaster assistance.

Disaster recovery operations highlight the importance of the recovery period. Public Officials must be prepared to lead the community to recovery (victims and their families, emergency workers and volunteers), restore utilities, repair roads, and plan for future development, without losing sight of the less visible damage caused by emergencies and disasters.

II. GENERAL

In the post impact phase of a disaster the Emergency Operations Center will be established to manage, coordinate, control and direct the response and recovery efforts. The EOC will serve as the coordination point for establishing the Rapid Impact Assessment Teams (RIAT), staging areas and other sites for coordinated assistance. The EOC will be manned by representatives from the applicable ESF and other agencies involved in the recovery process. The EOC will be organized along the same lines of responsibility as the state and federal response and recovery systems.

Direction, control and coordination during the immediate recovery phase focuses on the following types of activities:

- Establishment of an inter-county recovery network designed to provide the support for movement of response actions, relief supplies and services into the county.
- Acquisition, allocation and administration of the distribution of emergency supplies including food, water, ice and medications.
- Managing post-event sheltering operations.
- Initiating preliminary damage assessment (airborne and ground), debris removal and the restoration of utilities.

The primary local coordinating agency for requesting resources and relief supplies and support within the county is Emergency Management. This function will be performed from the EOC under the direction of the Emergency Management Director. If necessary, the EOC may be moved to an alternate EOC facility identified during the impact assessment to provide access to functional equipment or meet space requirements. This transfer to an alternate EOC will only take place when there is sufficient evidence that sustainment of operation is achievable and immediate danger has passed allowing recovery efforts to be initiated safely.

1. Marion County Emergency Management has primary responsibility for coordinating recovery efforts. The Emergency Management Director will appoint

the local liaison to the Joint Field Office (JFO) and state recovery staff, upon activation of the JFO.

2. The Emergency Management Director will request the State to participate in establishing a DRC and will appoint a Liaison Officer to the State Recovery Staff. Individual ESF's in the EOC will coordinate with their state counterparts during response and recovery operations. To assure the flow of accurate and timely recovery information, and to coordinate relief and recovery efforts, state and federal agencies will coordinate with the Liaison Officer in the EOC.

   a. The Emergency Management Director will appoint the Liaison Officer to coordinate recovery activities with the municipalities. Individual ESF's in the EOC will coordinate with their municipal counterparts during response and recovery operations. In order to assure the flow of accurate and timely recovery information, and to coordinate relief and recovery efforts, municipalities will be encouraged to have liaisons in the EOC.

   b. All recovery activities are coordinated through the Emergency Management Director and begin during the response phase (as dictated by the disaster) with an evaluation of:

      - Situation reports.
      - Mission assignments logged and tracked.
      - Municipal status update reports received from local governments.
      - EOC briefings.
      - Local conference calls.
      - Impact assessment data, as well as other impact information received from other sources.
      - Damage reports received from citizens.

      These information sources are reviewed and monitored to start the identification of areas that should receive priority for damage assessment and human needs assessment. This gathering of intelligence sets the stage for the operational transition from response to recovery activities (as dictated by the disaster).

   c. The Coordinator for ESF-14 is the Public Information Officer (PIO) and is responsible for providing public information and education programs regarding the recovery effort and available local, state and federal assistance. The PIO will follow procedures established in ESF-14 Public Information for the dissemination of information as well as the EOC SOG's. Should the event escalate and require NIMS and NRP response, the PIO will participate in the Joint Information System (JIS). (See ESF-14)

      Public information programs will use all the resources outlined above in reaching the population in Marion County. Special efforts will be made to reach the hearing/sight impaired; non-English speaking or those not in touch with traditional communications outlets.

d. The Emergency Management Director is responsible for the overall coordination and establishment of a Disaster Recovery Center for the affected area. The Director will serve as the Special Projects Coordinator/County Recovery Center Coordinator to coordinate with state and federal individual assistance officers in the establishment of a Disaster Field Office.

e. The Emergency Management Director is responsible for the following items in support of the State of Florida RIAT Teams:

Pre-designation of helicopter landing zones for RIAT aviation support. Landing zone locations (GPS coordinates) are listed in the Critical Facilities Inventory and have been transmitted to State of Florida Division of Emergency Management.

Pre-designation of staging areas and sites for RIAT operations. Staging area locations (GPS coordinates) have been transmitted to State of Florida Division of Emergency Management.

f. The county utilizes the established process under the Stafford Act as amended by the Disaster Mitigation Act 2002, for obtaining and administering state and federal disaster assistance. When the President issues a disaster declaration that includes Marion County, the County will receive notice from the State directly as well as through the media coverage. The Emergency Management Director will ensure that this information is transmitted to the Policy Group and all ESF's for coordination of financial reimbursement with county agencies while maintaining compliance procedures for financial transactions, accurate accounting, grants management, document tracking and payroll procedures. Each County agency is responsible for the collection and documentation of reimbursement information, identification of public assistance projects, and submission to Clerk for countywide consolidation and submission to FEMA.

The Emergency Management Director will transmit disaster declaration, recovery assistance information and technical assistance resources to the municipalities, special taxing districts and not-for-profit organizations, who perform essential governmental type services, as described in FEMA regulations via fax, conference calls, internet e-mail and web page, media outlets and other communications mechanisms.

Each city/ town is responsible for identifying public assistance projects. The recovery staff for the city will coordinate with the State regarding implementing the appropriate programs authorized by the declaration. For further information regarding the damage assessment process and the public assistance process, review the damage and mitigation sections of the CEMP.

g. During a disaster event the county recovery activities outlined in this section are the same for declared and non-declared disasters with the

exception of available federal and/or state resources. Without a federal disaster declaration, financial assistance for victims is limited and heavy reliance is placed on the Marion Disaster Recovery Network, American Red Cross, Salvation Army, charitable agencies, volunteer donations and insurance coverage. Businesses must depend on insurance coverage or obtain loans/refinancing for recovery. The County and municipal governments must meet infrastructure recovery needs through existing operating funds and insurance or resort to bond issues to fund disaster recovery.

h. The primary departments, agencies and groups that have support roles and will be involved in recovery operations are the following:

- Emergency Management
- Fire Rescue
- Sheriff's Office
- Property Appraiser
- Office of County Engineer (Public Works/Roads)
- School Board
- Building Safety
- Health Department
- Ocala Marion County Community Foundation
- American Red Cross
- Salvation Army
- Volunteers

III. RECOVERY FUNCTION

A. Damage Assessment Function

Damage assessment is the first and one of the most important steps in the recovery process. It is the basis for determining the type and amount of state and/or Federal financial assistance necessary for recovery and mitigation. An initial impact assessment is conducted during the response and immediate recovery phase to support a request for a gubernatorial proclamation and for the state to request a presidential declaration.

Damage assessment has a two-fold mission:

- To identify the immediate needs and resources required to assist disaster victims.
- To substantiate requests for supplemental assistance.

Marion County's capability to conduct its own assessment may be limited due to the extensive damage associated with a catastrophic event.

B. General

Once emergency conditions subside, rapid and thorough assessments must be conducted to assess the overall damage to homes and businesses within the affected areas; to assess the overall damage to critical public facilities and services; and to determine whether those damages are sufficient to warrant supplemental federal disaster assistance.

Recovery response to a disaster will be based upon the assessment of lives impacted, public and private property losses, the reports of actions taken to alleviate the situation and the expenditures committed to that effort. To determine the magnitude of the disaster and the degree of assistance necessary, the recovery team at the EOC must have information concerning property damage and operational costs as soon as practicable after the disaster occurrence. Initial assessments may indicate the necessity for outside assistance, a State of Florda Declaration, including possible requests for a Presidential Disaster Declaration.

In a catastrophic disaster when damage assessment has been waived, information and data on damages must still be compiled for briefings, planning for additional recovery resources and prioritizing recovery efforts.

C. Responsibilities

Emergency Management

- Provides damage assessment training as described in the Basic Plan.
- Collects and consolidates initial damage assessment reports.
- Transmits damage assessment information to the State Watch Office housed with the State Emergency Operations Center in Tallahassee, FL.
- Requests technical assistance if damage assessment is beyond county capabilities.
- Coordinates with state, federal and other damage assessment teams.
- Contacts Damage Assessment Coordinator (Property Appraiser) to report to EOC.

Property Appraisers Office

The Property Appraiser will act as lead in conducting damage assessment of private property and businesses as well as public property and infrastructure.

- Ensures damage assessment teams are properly trained and equipped.
- Contacts Damage Assessment Team members to report to Staging Area for deployment.
- Coordinates damage assessment information received from private property and businesses.
- Assigns damage assessment teams to impact areas.

- Monitors threshold amounts for minor damage, major damage and destroyed properties.
- Provides residents with information regarding recovery assistance, informing residents of available services, location of the Disaster Recovery Center, handing out brochures, etc.
- Obtains property assessment information for team members.
- Assists in determining damage assessment values for private property.

Public Works

- Continue to provide support as required until response activities are concluded or until they can be managed and staffed by the primary incident agency or jurisdictions.
- Continue to provide support as required to support the recovery phase.
- Implement the Marion County Debris Management Plan as necessary.

Utilities (Public and Private)

- Prioritize the restoration of electric power, based on the priority restoration list that is maintained by Utility Providers.
- Participate in EOC briefings, Incident Action Plans, Situation Reports and meetings.
- Monitor and direct power restoration resources and response activities.

D. Initial Safety and Damage Assessment

In the immediate aftermath of the disaster, Marion County will conduct a countywide local impact assessment consistent with the Florida Division of Emergency Management established guidelines. The goal of this assessment is to determine the magnitude and severity of damage to structures and infrastructure; and, in the event of a severe rainfall event, determine the level of flooding damage.

All impact assessment team members must report impact assessment results through their designated chain of command to the damage assessment unit in the EOC within 12 hours of disaster impact. The results are mapped on a Geographic Information System map with color-coded categories.

The impact assessment data provides a countywide general overview of the most significantly impacted areas and, therefore establishes a prioritization mechanism for damage assessment team deployment, resource allocation, and disaster assistance.

If outside assistance will be required, the initial damage assessment will be used as the basis for a local declaration of emergency. If requested and then granted, FEMA aid programs are then active to assist.

E. County Damage Assessment and Preliminary Damage Assessment

An impact assessment is needed to quickly assess the life safety needs, magnitude of the disaster and eligibility for state and federal aid. Damage assessment is accomplished in phases. The initial assessment scans the affected area to determine the width and breadth of damage, looking at critical facilities to determine the immediate and life safety needs.

Damage Assessment Unit is the county's single point for receiving damage assessment reports and determining the disaster magnitude. The Marion County Property Appraisers Office provides analysis support for damage assessment. This agency can provide a graphic depiction of damage levels as well as monetary damage assessments.

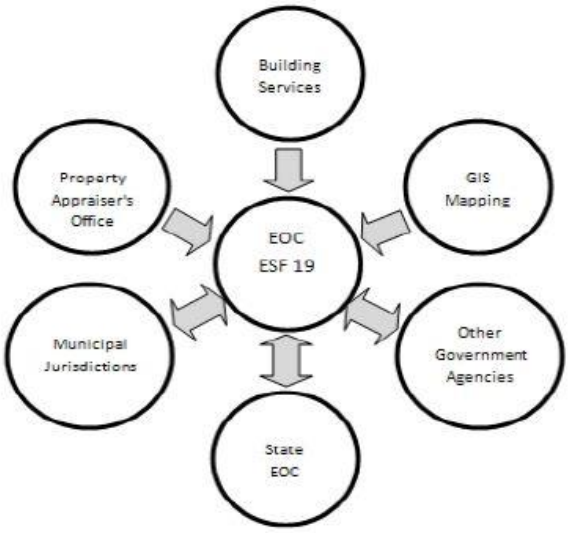
As information is received, the Property Appraiser uses computer analysis to determine dollar cost damage and mapping. This information can provide complete damage analysis support for the county. The Marion County Damage Assessment Coordinator (Property Appraiser) assigns teams, backed-up with out-of-county mutual aid, to perform a "structure by structure" damage assessment and coordinate with municipalities.

Damage Assessment Unit produces a preliminary damage assessment for the state EOC Situation Report and other government agencies.

The initial damage assessment begins immediately after the incident occurs. This damage assessment determines whether more detailed damage assessments are necessary and identifies those areas where further efforts should be concentrated. The damage assessment data is reported to the Marion County Emergency Operations Center within twelve hours of the emergency occurrence by all County departments, municipalities and eligible private nonprofit agencies.

From the damage assessments, a "quick dollar estimate" of the damages will be derived based on certain presumptions and assumptions predetermined by the recovery team in the Marion EOC. The team will use damage estimates from the property values from the Property Appraisers files and standard rates for labor and equipment.

Damage Assessment Information Flow



In order to confirm that the impact from disasters meets disaster assistance thresholds, a Preliminary Damage Assessment (PDA) is requested by the EMD as soon as possible after damage assessment data is compiled, or if the magnitude of the event overwhelms the ability of the county to conduct its own damage assessment. The PDA will inspect impacted areas in coordination with the County EOC.

If the preliminary damage assessment indicates that the damage is severe and widespread, a declaration of a State of Emergency may be possible without a detailed written damage assessment. In that case state and federal teams may be dispatched to assist in completing the damage assessment.

Information is collected and evaluated, using State Damage Assessment Forms, Situation Reports, Essential Elements of Information (EEI) and other means and is shared with State and Federal officials as needed.

The Damage Assessment Unit is the single point to consolidate and evaluate damage assessment information. This assessment is formatted using State Damage Assessment Forms to facilitate rapid dissemination of information.

F. State of Florida Rapid Impact Assessment Team (RIAT)

Following any major or catastrophic disaster, a rapid assessment of local damage and victim needs is essential in determining the critical resources needed to support disaster victims. To accomplish this, the State will deploy a RIAT Team(s) (RIAT) immediately following a catastrophic emergency or disaster in Marion County that requires immediate damage assessment to provide local officials full understanding as to the extent and impact of the emergency or disaster.

1. RIAT Composition and Support

Objective: To augment and assist Marion County officials with an accurate assessment of damage to local infrastructure (particularly roads and communications) and determine the immediate needs of the victim population in the affected area through coordinated use of the RIAT Team resources.

Team Composition: The RIAT Team is a small group of civilian and military personnel experienced in conducting rapid assessment surveys following a catastrophic emergency or disaster. The RIAT Team will conduct assessments in coordination with officials from Marion County and effected municipalities. If required organizations are unable to assist the RIAT Team in this operation due to the level of disaster damage, the RIAT Team is prepared to conduct assessments independently.

Deployment: Florida Division of Emergency Management will initiate RIAT deployment. The RIAT team leader will coordinate assessment activity with the Marion County Emergency Management Director or designee. Marion County officials required to assist RIAT operations will immediately report to the Emergency Operations Center (EOC) when advised of RIAT arrival in Marion County.

Supporting Plans: All Marion County organizations and local municipalities tasked in this plan will prepare supporting plans or operating procedures applicable to their area of responsibility or support.

2. Key Assumptions

RIAT Team will be available for deployment immediately following a catastrophic emergency or disaster in Marion County. Local road systems or helicopter landing zones will permit timely arrival and operation of RIAT.

3. Logistic Appraisal

The RIAT is organized and equipped to be self-sustaining if necessary. Logistic support from Marion County will be situation dependent. Current designated RIAT landing/staging zones:

Primary: Marion County Sheriff's Office – Operations
692 NW 30th Ave
Ocala, Florida 34475

(29.192166, -82.174702)

Secondary: Marion County Sheriff's Office South – Multi District
3260 SE 80th Street
Ocala, Florida 34480

(29.105344, -82.091162)

4.

Marion County Support Agencies

Emergency Management – Coordinate RIAT activity and support requirements with local support agencies and organizations. Serve as Public Assistance Officer (PAO).

Marion County Property Appraiser – Coordinate overall damage assessment operations; determine eligibility under FEMA guidelines of public and private damage. Provide field officers to assist in facility (homes, businesses and public buildings) damage assessment.

Marion County Facilities Management – Coordinates assessment of damage to county buildings, facilities and recreational sites.

Marion County Public Works – Assists in evaluating the damage to utilities and traffic control systems; roads and flood control facilities; and transportation resources.

American Red Cross – Identification of immediate personal, disaster relief needs for individuals affected by the event. Victim mass care requirements - food, water, clothing, shelter/housing, medical needs, etc.

Marion County School Board - Damage to school buildings and property.

Florida Department of Health in Marion County - Assist recovery efforts in the restoration of the public health, health care and social services networks to promote the resilience, health and well-being of affected individuals and communities.

All support agencies above and municipal agencies involved will be notified of the kickoff meeting as potential applicants.

5. Damage Assessment Operations

Deployed when directed by the State EOC, the RIAT with supporting Ground Support Team (GST) will move to the Marion County EOC or designated landing zone to establish a base of operations. Following arrival of the RIAT, the Emergency Management Director and the RIAT Team Leader will conduct a situation briefing to ensure both RIAT team members and local officials have the same initial assessment information.

State EOC will determine when RIAT assessments are completed and notify the team leader to terminate activity.

Assessment Methods – Damage assessment can be conducted using several different methods depending on the availability of resources and extent of damage to local transportation system and facilities.

Aerial Reconnaissance – conducted when there may be no other way to enter an area; when the damaged area is so large that this method provides the best opportunity to identify specific areas to be surveyed by DAT's; or when the damage is so extensive and catastrophic that a detailed damage assessment may not be needed. MCSO &

Civil Air Patrol provides resources to assist with aerial reconnaissance in Marion County.

Windshield Survey – used to assess a large area in a relatively short period of time. It may be utilized when areas are inaccessible on foot and a general overview of the area is all that may be required. A windshield survey provides the opportunity for team members to exchange views as they assess the area together. This process allows for the team to quickly record the number of homes and businesses destroyed or damaged. The raw figures acquired by this method can be extrapolated to give a good overview of the extent of the disaster.

Walk Through – the most effective, thorough and time-consuming method for damage assessment. This method is most often used when the assessment needs to be very detailed and specific. In a marginal situation, detailed information needs to be gathered in order to assess the extent to which the jurisdiction is eligible for state or federal disaster assistance.

6. Individual and Business Preliminary Damage Assessment

Individual and business preliminary damage assessment is essential to gauge the overall effects of the emergency or disaster and the economic damage. This information is vital in supporting requests for federal disaster assistance. When conducting a preliminary damage assessment of public facilities, information on the extent of damages will be essential in applying for and obtaining federal disaster assistance. Some of the information needed may not be readily available during the actual preliminary assessment and may need to be collected in follow-up damage assessment and project worksheet processes. Damage Assessment Forms are available for Individual, Business and Public Assistance. Preliminary damage impact assessment teams will assess and record damages to the following public facilities and services to determine the severity of the disaster and determine immediate public needs.

Disaster Assessment Teams: Teams composed of local, County and/or municipal, officials working individually or with a RIAT member to conduct the assessment of a specified area or location. The Marion County Property Appraisers Office is the overall coordinator of the Damage Assessment, and all teams will report Damage Assessment to the Emergency Operations Center. Teams should make the following determinations.

7. Private Residences and Businesses

- Primary versus secondary residences -- secondary homes are not eligible for disaster assistance.
- Homeowner or rental property -- homeowners are eligible for assistance for losses to both property and contents, whereas renters may only be eligible for losses to contents.
- Extent of damage -- damage less than 10% of the fair market value is considered minimal; major damage (structural damage to foundations, walls, roofs, etc.) falls within the range of 11 - 74% of fair market value;

and structures damaged in excess of 74% of the fair market value are considered to be destroyed.

- Insured versus uninsured damage -- insured damages and losses are not eligible for disaster assistance.
- Estimated days out of operation -- this information is needed to estimate the total dollar loss to a business.
- Number of employees -- used to estimate the amount of disaster unemployment for a business.
- Replacement costs -- replacement costs of land, structures and content are eligible for disaster assistance.
- Number of uninhabitable structures -- may indicate the need for temporary housing.

8. Public Facilities and Services

- Resources needed to accomplish emergency debris removal to clear major roadways.
- Damage to roads, streets and bridges.
- Damage to water control facilities (i.e. - drainage systems, dikes, levees).
- Damage to public buildings and equipment.
- Damage to private and public utilities (i.e. - water and wastewater systems, electric and phone services, natural gas delivery systems, etc.).
- Damage to parks and recreational sites.
- Boundaries of the disaster area(s).
- Status of transportation systems.
- Access points to the disaster area(s).
- Status of communications systems.
- Status of medical systems.
- Disaster casualty information.
- Shelter/mass care information.
- Status of critical facilities.
- Major resource needs/shortfalls.

9. Assessing Economic Injury

Two methods exist to assess economic injury. The first extrapolates actual damage against existing studies. An actual survey of recovered business and receipts is the second. Extensive studies have been completed using hypothetical disasters. The Model Community Post-Disaster Economic Redevelopment Plan notes that economic activity virtually ceased in the immediate area of Hurricane Andrew. Businesses destroyed or damaged numbered 82,000. Jobs lost were approximately 85,000.

10. Short term and Long-Term Recovery

Short-Term Recovery Phase – This phase will begin immediately after the disaster impact and continues for approximately six months. Damage Assessment Unit will consider the following functions and prioritize as the disaster dictates: the implementation of individual assistance programs through Disaster Recovery Centers (DRCs) and Red Cross Service Centers and public assistance programs through

damage survey teams and forms completion. Other short-term activities may include: long-term sheltering (hotels/motels, mobile homes, tent cities, etc.), on-going human service delivery, debris removal, contractor licensing, permitting and inspections.

Long-Term Recovery Phase – This phase will begin within a week of the disaster impact and may continue for years. DAMAGE ASSESSMENT UNIT will consider the following functions and prioritize as the recovery phase dictates on-going human service delivery; rebuilding the economy, infrastructure, and homes; implementation of hazard mitigation projects, and funds recovery.

G. Survivor Services

1. ***Disaster Recovery Center (DRC):*** Online registration is the planned primary mechanism for the registration of affected citizens and persons impacted by a disaster. A Disaster Recovery Center may be established in the immediate area to provide immediate "one-stop shopping" for information and tele-registration. The Emergency Management Director will work closely with the ESF's to ensure the selected facilities or locations can support DRC operations for extended periods. It is anticipated that the Center will be located close to the impacted area. The concept is to have only one center open. Possible locations for a DRC will be coordinated with the Chamber and Economic and Partnership (CEP) and other property management interests.

   The location will be determined depending on the disaster. The DRC Coordinator will provide the state and federal agencies with a list of locations identified in the pre-event planning stage and that have been inspected by preliminary damage assessment teams and found safe. The DRC Coordinator will ensure Memoranda of Understanding are completed for each non-county facility selected for use as a DRC. Once DRC sites have been confirmed, the locations will be released to the PIO at the JIC, where a coordinated press release will be provided to all available media sources indicating the DRC location(s). FEMA has established the following guidelines for determining if a building is suitable for use as a Recovery Center.

   - Minimum of 5,000 sq. ft. of floor space
   - Waiting area capable of accommodating 100 persons
   - Access for the disabled
   - Separate parking areas for childcare, crisis counseling, and first aid
   - Adequate parking
   - Located near public transportation systems
   - Adequate utilities and communications
   - Adequate rest rooms and janitorial services.

   Workers for the DRC will be contacted via telephones, paging system and cell phones if available. A pre-event briefing, if possible, will include directions to DRC workers as anticipated. If normal contact methods are unavailable or in risk of interruption, back up measures will

be automatically implemented. Request are made through WebEOC or other resource request mechanisms.

2. ***The County Recovery Center Coordinator*** -- will work closely with ESF-2 (Communications & Technology), ESF 3 (Public Works), ESF-6 (Mass Care), ESF-7 (Logistics/Resource Support) and ESF-16 (Law Enforcement) to ensure each DRC has the necessary utilities, supplies and materials to conduct operations. Once DRC sites and locations have been confirmed, county, state and federal PIO's will prepare a coordinated press release to advise persons affected by the disaster of the location of DRC's, assistance available through the DRC's, and any documentation they may require to support their claims for assistance.

a. ***Staffing*** – DRC's will be staffed with representatives from appropriate federal, state and county agencies, private relief organizations and other organizations capable of providing disaster related information to individuals and businesses. Recovery Center staffing includes representatives from the organizations listed below. Additional agencies and volunteer staff may be stationed at the Recovery Center as required.

b. ***FEMA/State Recovery Center Manager and Support Staff*** -- responsible for the overall management of the DRC.

c. ***Florida Agency for Workforce Innovation*** -- provides assistance and information to disaster victims about unemployment compensation and disaster unemployment assistance.

d. ***Florida Dept. Of Agriculture and Consumer Services*** -- provides assistance and information to disaster victims about low interest disaster loans that cover agricultural and farm losses.

e. ***U.S. Small Business Administration*** -- provides assistance and information to disaster victims about low interest disaster loans for homeowners and business owners.

f. ***American Red Cross*** -- provides assistance and information about resources available through the American Red Cross.

g. ***Salvation Army*** -- provides assistance and information about assistance available through the Salvation Army.

h. ***Crisis Counselors*** -- provides professional counseling services to help relieve mental health problems caused or aggravated by the disaster event.

i. ***Florida Dept Of Financial Services*** -- provides assistance and information about resolving insurance claims and banking problems.

j. ***Florida Dept. of Children & Families*** -- provides assistance and information on the availability of regular and emergency food stamps and individual/family grants.

k. ***National Flood Insurance Program*** -- assists in determining whether damaged properties are located within designated flood plains.

l. ***Temporary housing staff (FEMA)*** -- provides assistance and information about the availability of rental and mortgage assistance, and other housing programs.

m. ***Internal Revenue Service*** -- provides assistance and information about how the disaster will affect their taxes.

3. Feeding Distribution Sites and Temporary Living Areas

ESF-6 Mass Care and ESF-11 Food and Water serves as the primary coordinating agencies during recovery. They will coordinate with the Logistics Section Chief for the placement of feeding, distribution and temporary living and will provide Emergency Management with copies of any Memoranda of Understanding for any site utilized that does not appear in the county database as a pre-approved location.

If local American Red Cross chapters cannot open a sufficient number of post-storm host emergency shelters to house and accommodate the number of persons forced from their residences, ESF-6 Mass Care will coordinate the provision of additional emergency shelter for persons affected by the disaster with the aid of state and federal ESF's. ESF-11 will also coordinate provisions for feeding disaster victims and emergency workers. They will work closely with their state and federal counterpart and other similar response organizations to establish fixed and mobile feeding kitchens and bulk distribution sites.

Requests for bulk food, water and ice will be processed through ESF-11 Food and Water. ESF-11 will coordinate with its state and federal counterparts to locate a secure pre-packaged food and federal surplus commodities. ESF-11 will also locate and secure adequate supplies of water and purification units. ESF-11 will coordinate with ESF-7 Resource Support to locate and secure refrigerated trucks and boxcars for cold storage if required.

4. Direction and Control of Recovery Operations

The Emergency Management Director will appoint a Public Assistance Officer (PAO) who will be responsible for coordinating all activities related to federal reimbursement to local government and eligible private not-for-profit organizations, for their eligible costs incurred as a result of the event. The County PAO will also be responsible for staffing a Public Assistance Section at the Disaster Recovery Center (DRC). Each municipality, special district or not for-profit must have their own

separate application with FEMA and will be required to file their own Request for Public Assistance (RPA). The County PAO will work closely with ESF-14 Public Information to notify all eligible governments and private not-for-profit organizations of the availability of federal public assistance funds. Notification may occur through written correspondence and telephone contacts, notices in local newspapers, and broadcasts on local radio and television stations. Potential eligible applicants will be notified of the date, time and location of the scheduled applicants briefing. The State has the responsibility to conduct the Applicant's Briefing.

5. Debris Disposal Procedures

See the Marion County Debris Management Plan

Insurance Coordination Procedures

Most Public Assistance Grants will not be processed until insurance coordination with the appropriate carrier has been completed. County and local government Risk Managers must work to expedite the turn-around of insurance documents and documentation. The State Public Assistance Office will administer all public assistance grants, agreements and contracts. Administrative staff will be responsible for providing technical assistance to eligible applicants and sub-grantees and for maintaining and submitting all documents and paperwork necessary to obligate and disburse public assistance funds. This includes establishing a system for the processing of payments to sub-grantees and to FEMA; and establishing and maintaining accounting records for each payment draw down by the State, and each payment to the sub-grantees.

6. Administrative Procedures

Although each local agency may be a separate applicant and eventual sub-grantee, Marion County Clerk of the Court – Finance Director will coordinate the process outlined below with state and federal officials, as needed.

Applicant Briefing (Kick-off meeting)

An applicant briefing will be scheduled to advise potential eligible applicants (municipalities, county government and private non-profit entities) of the availability and requirements of federal assistance. Each potential applicant will be asked to complete and return a Request for Public Assistance (RPA) form. Damages suffered by each potential applicant are reported on the RPA that is used by the Federal Coordinating Officer (FCO) and PAO to determine the number of damage survey and inspection teams.

A completed RPA will be transmitted to the FCO for each potential applicant. If the RPA is denied by the FCO, the County PAO will notify

the potential applicant in writing, explaining the specific reason(s) for denial and providing information on appeal procedures.

Potential applicants will also be requested to complete and return a "Designation of Sub-grantee's Agent" form that designates the official authorized to sign the funding agreement and execute relevant public assistance documents. Before any public assistance funds are released, the State and Applicant must enter into a disaster relief funding agreement.

List of Potential Projects and Projects Worksheet

Each potential applicant must submit, within the designated application period, a "List of Projects" to be reviewed for public assistance. This list should identify, for each damage site and project, the disaster assistance category, site location, description of the damage and scope of work necessary to repair, replace or restore projects to pre-disaster conditions. Damage survey and inspection teams, comprised of county, state and federal engineers, planners and architects, will review each project and activity on the List of Projects.

The State Public Assistance Officer will coordinate with each applicant to arrange the survey and inspection schedules, ensure participation by appropriate local officials and ensure necessary records and documentation are available. The inspection team will prepare Project Worksheets (PW) for each project, identifying activity descriptions, scopes of work and cost estimates. Each PW undergoes two levels of review before approval by the FCO. This approval must occur within 45 days of the date of first inspection. The first review, performed jointly by the state/federal damage survey and inspection team, is for concurrence on the PW. If state and federal inspectors concur, the PW goes to the FCO for approval. If there is a disagreement on the PW, it is returned to the applicant for resolution of the discrepancy. The second review, conducted by FEMA staff, is done before final approval of the FCO. If the PW is approved, it is forwarded to the FCO for approval. If there is a discrepancy, it is returned to the survey and inspection team for resolution of the discrepancy.

Any changes made to a PW during any stage of the review process will be returned to the applicant, who will then have an opportunity to review the change, concur or not concur and attach any additional documentation or statements to support their position.

Program Assistance and Management

The State Public Assistance Officer (PAO) will administer all public assistance grants, agreements and contracts. Administrative staff will be responsible for providing technical assistance to eligible applicants and sub-grantees and maintaining and submitting all documents and paperwork necessary to obligate and disburse public assistance funds. This includes establishing a system for the processing of payments to sub-

grantees and to FEMA; and establishing and maintaining accounting records for each payment draw down by the State and each payment to subgrantees. Public Assistance will be handled using the Public Assistance Manual and forms from the state.

Final Inspections

When all PWs in any project application have been completed, a project summary must be submitted by the Sub-grantee to the State PAO and Governor's Authorized Representative. State and federal inspectors will conduct a final inspection of the project to verify the project's completion. Final inspection documents will then be prepared and forwarded to the FCO for the preparation of any closing supplements.

Staff Support

The County Public Assistance Office, established by the PAO, will be flexible and capable of expanding and contracting as required by the event. Typical staffing of the Public Assistance Office and related duties are:

Public Assistance Officer -- responsible for the overall management of the Public Assistance Office and coordination and technical assistance for county departments for activities related to federal reimbursement of eligible expenditures;

Assistant Public Assistance Officer -- assists the Public Assistance Officer in the management of the office and coordinating and technical assistance for county departments related to reimbursement for eligible expenditures;

Public Assistance Coordinator -- coordinates the scheduling of damage survey inspection teams and assists in the review of completed Project Worksheets (PWs);

Public Assistance Inspectors -- review public damage as part of state damage survey inspection teams and provides technical assistance to eligible county departments in the preparation and review of PWs;

Insurance Coordinator -- provides technical assistance to eligible local applicants on National Flood Insurance Program (NFIP) and other insurance requirements and reviews completed PWs for compliance with insurance requirements;

Administrative Staff – provide technical and administrative assistance to eligible county departments with eligible damages and maintain accurate accounting of all financial transactions;

Support Staff -- prepare routine correspondence and applications, maintain files and perform necessary clerical work;

Legal Staff -- review public assistance policies and procedures for compliance with applicable local, state and federal requirements and regulations.

Employment of Temporary Staff -- In the event of a catastrophic event, the existing staff of the County and municipal government(s) may be insufficient to staff the Public Assistance Office. The PAO will contact the following sources for additional temporary staff:

- Professional engineering associations -- for temporary public assistance inspectors.
- Florida Chapter, American Planning Association – for temporary public assistance inspectors.
- State agencies -- for temporary public assistance inspectors, administrative and other support staff.

Habitability Certification

Once structures, buildings and homes have been severely damaged, and/or had power cut off in impacted areas, power cannot be restored until inspected by a certified electrician. The Marion County Building Official will notify utility suppliers in the County of reinstatement of electrical service. All buildings damaged must be permitted for rebuilding or restoration and all new work must be up to current codes. Condemnation of severely damaged buildings and structures will be accomplished when they become public safety issues. These are legal responsibilities of all jurisdictions within the county.

PW Information and Preparation Support

PW information and preparation support is the responsibility of the applicant agency, the state and Federal Emergency Management Agency.

National Flood Insurance Program

Marion County participates in the National Flood Insurance Program. Citizens cannot buy flood insurance if their local jurisdictional government does not participate in the program. Marion County does participate in the Community Rating System, which allows communities to have an impact on the rates paid by their citizens for flood insurance. Communities are classified as Class 1 (most premium reduction allowed) through Class 10 (no reduction allowed). Communities not participating are classified as Class 10.

Community Name	Number of Policies	Date Most Recent Rate Map	Community Rating System Rank
Unincorporated Marion	3,738	2017	7
City of Ocala	476	2017	3

Marion County developed a Comprehensive Land Use Plan that limits building and rebuilding within the wetlands and flood plains. The Comprehensive Land Use Plan is the basis for rebuilding, building and planning within the flood plains. All recovery actions, both short and long term, must be consistent with the Comprehensive Plan and the County Land Development Code.

Unmet Needs Coordination

During a long-term recovery phase unmet needs will be forwarded to ESF-15. With assistance from the volunteer groups, ESF-15 will utilize existing lists of community service providers, local churches, community outreach programs and municipalities to fulfill all requests consistent with Volunteer Florida's Unmet Needs Coalition Guidance (adopted by reference).

Human Needs Assessment Teams, municipalities and local officials will meet to help identify unmet needs.

Community Relations

The Marion County Emergency Management Director or designee will act as the County Community Relations Coordinator for the functions listed below. Marion County Sheriff's Office volunteers will assist the Community Relations Coordinator in this capacity. This team will function as the liaison with the FEMA/State Team. The Community Relations Team in conjunction with the Damage Assessment Team will determine the most critically damaged or impacted areas for the FEMA/State Team to focus on. The various municipalities, Chamber and Economic Partnership (CEP), ministerial associations and other civic organizations will be contacted to assist in assessing the community needs. In addition, ESF-8 lead and support agencies will be used to identify Special Needs or special concerns that need to be addressed. At this time, there are no special concerns that need to be addressed; however, Marion County will continue to monitor the community should such needs arise. During the recovery phase, special effort will be made to reach impacted individuals that may need assistance with the assistance identified above.

Emergency Temporary Housing

1. Coordination

The Marion County State Housing Initiatives Partnership (SHIP) Coordinator will serve as the coordinating agency with their State counterpart to provide site(s) for possible emergency housing. The County will rely heavily on state and federal assistance for temporary or emergency housing. The Marion County SHIP Coordinator will work directly with the Disaster Housing Task Force to coordinate all local housing operations.

2. Local Disaster Housing Task Force

The Local Disaster Housing Task Force will be made up of representatives from Marion County Growth Services, Marion County Property Appraiser, Marion County Community Services, Marion County Veterans Services Marion County Building Department, City of Ocala Building Department and the City of Ocala Growth Management.

The Local Disaster Housing Task Force may draw resources and program support from the Marion County Growth Services and Marion County Property Appraiser primarily on land use, emergency permitting, site availability and code issues. The Task Force will also ensure timely communication of mission-critical information and issues between and among all levels of government. Communications with the private sector should be coordinated through Emergency Support Function (ESF) 18 and with ESF 15. A Client Management System will be activated on a conditional basis as the need for social services escalates.

The Local Disaster Housing Task Force will be responsible for implementing a Disaster Housing mission. An initial determination must be made in order to position the resources needed to implement the Disaster Housing mission. While the numbers will likely change as better data is received, the following informational components are needed to quantify the disaster housing need:

- Total number of residential structures (by type) with major damage classified as destroyed or deemed uninhabitable.
- The estimated number of residential structures which might be made habitable with minimal repairs.
- Determine the status of available hotel and motel units.
- Determine the status and availability of public housing units.

- Determine the status and availability of privately-owned, vacant rental properties, which could be used for disaster housing.
- Determine the status and availability of manufactured housing units or other fabricated dwellings which could be used for disaster housing and total pad counts.
- Available useable land meeting the suitability criteria for emergency community sites, including available space in existing/vacated manufactured home parks.
- Status of restoration of utilities.
- Availability of community services including fire, EMS, law enforcement, healthcare, schools, etc.
- Status and availability of college/university housing.

Marion County has disaster need assumptions that will assist in quantifying the community needs:

- Uninsured homeowners whose homes are destroyed or have major damage may require disaster housing assistance.
- One or two-family zoned lots of sufficient size to place temporary units' onsite.
- Uninsured residents of multi-family units that are damaged or destroyed will likely need Direct Housing Assistance in commercial manufactured home parks or community sites.
- Homeowners who have insurance will not be eligible for Direct Housing Assistance.
- Owners of secondary homes will not be eligible for direct housing assistance.
- Non-seasonal, permanent manufactured home residents whose units are damaged or destroyed will likely require disaster housing assistance.

Marion County Comprehensive Emergency Management Plan (CEMP)

Mitigation Appendix

Version: 2024

INTRODUCTION

Hazard mitigation is any action taken to permanently reduce or eliminate long-term risk to people and their property from the effects of hazards. Some examples of hazard mitigation include land use planning techniques that limit infrastructure in high hazard areas and programs for retrofitting existing structures to meet new building codes and standards. Ideally, a community can minimize the effects of future hazards through a mix of code enforcement, planning, and responsible development. Every community is exposed to some level of risk from hazards. The general purpose of the mitigation annex is to clarify emergency management responsibilities regarding local mitigation activities. Marion County has a FEMA approved Local Mitigation Strategy (LMS). The Local Mitigation Strategy is maintained by Marion County Planning and Growth Services. The Marion County Local Mitigation Strategy was approved by resolution on May 19, 2021. The Marion County Local Mitigation Strategy expires on May 19, 2026.

I. GENERAL

Hazards cannot be eliminated, but it is possible to determine what the hazards are, where the hazards are most severe, and identify local actions that can be taken to reduce the severity of the hazard.

A. Costs to Communities

Hazards have real costs to businesses and residents. Businesses in high hazard areas can suffer when damaged or isolated by storms. Residents who build in flood prone areas are subject to evacuation, damage to their homes, lower home values, and higher insurance premiums. Critical facilities such as hospitals, schools, airports, utilities and major government buildings should not be placed in high hazard areas because the functions these facilities provide are too valuable to be placed in jeopardy, especially during times of disaster. And of course, community health and safety are beyond price.

B. Costs to Local Government

Community infrastructure such as roads, drainage structures, sewer lines, electric lines, telephone lines that are built in high hazard areas are subject to frequent damage and extremely costly repair. Also, if a local government belongs to the National Flood Insurance Program and allows development in the floodplain without proper elevation and construction techniques, the federal government can withdraw the community's access to federal flood insurance for both public and private structures. Furthermore, a local government is responsible for as much as 12.5 percent of their local public cost of a federally declared disaster and 100 percent of any damage from smaller events that are not declared disasters. These costs can put a significant strain on the local government budget.

C. Lead Agency for Pre-Disaster and Post-Disaster Mitigation Operations

Marion County Division of Emergency Management is the lead agency for all mitigation activities in the county. The Emergency Management Director or designee has responsibility for directing all pre- and post-disaster mitigation activities and for coordinating mitigation activities with the Marion County Local Mitigation Strategy Working Group.

D. Support Agencies for Pre-Disaster and Post-Disaster Mitigation Operations

Marion County Division of Emergency Management is responsible for coordinating mitigation planning with operational assistance from a number of supporting agencies. Lead and support agencies for mitigation activities are described in this appendix.

E. Concept of Operations

This appendix provides an overview of the management of pre- and post-disaster mitigation activities in Marion County. The purpose is to provide guidance for the activities necessary for Marion County to reduce the potential for damage and loss from future disasters affecting the county.

1. Emergency Management Organization System Used During Mitigation

The County has adopted NIMS and operates under this system during emergency operations. This system is especially effective for managing response and recovery operations that involve multiple agencies each working on different though inter-related tasks. The organization system employed during mitigation activities is streamlined in large part because the Marion County Planning and Growth Division has the primary responsibility for implementing the County's Local Mitigation Strategy. Although there are times when Emergency Management provides assistance to supporting agencies, the vast majority of mitigation activities are carried out by the respective County departments.

2. Notification and Coordination of Agency Participation in Mitigation Operations

a. Pre-Disaster Operations

Mitigation activities in the pre-disaster environment are the responsibility of Emergency Management. Marion County Division of Emergency Management through the Local Mitigation Strategy (LMS) assists in pre-disaster mitigation activities. The Marion County LMS identifies the hazards to which Marion County is vulnerable; assesses the facilities and structures that are most vulnerable to hazards; offers a prioritized list of mitigation projects to take advantage of available funding; and links mitigation projects to these sources of funding. Emergency Management works with Flood Plain Managers to identify damaged structures in Special Flood Hazard Areas (SFHAs) to assist with pre and post disaster operations.

Marion County Planning and Growth Services is responsible for maintaining the Marion County LMS.

b. Post-Disaster Operations

Marion County Division of Emergency Management will also be responsible for coordinating local agency participation in post-disaster mitigation activities. Local agencies involved in these operations will vary according to the specifics of each event. Emergency Management staff will contact all agencies for post-disaster mitigation activities and notify them as to their role in these operations. Given the rural nature of the county and the relatively small number of agencies involved in mitigation activities, notifications can be made quickly via telephone using the Marion County Call Out list located in the EOC.

3. Coordination of Mitigation Activities with Municipalities and the State

The Marion County Division of Emergency Management Director or designee will be responsible for coordinating mitigation activities with Growth Services with the municipalities and the State EOC. All municipalities will be updated throughout the response, recovery and mitigation phases of the event. During non-event periods, meetings will be held quarterly or monthly if needed. During events, briefing meetings will be held daily. The Emergency Management Director or designee will coordinate on an as needed basis with the Bureau of Recovery and Mitigation at the Florida Division of Emergency Management.

4. Local Government Status in the National Flood Insurance Program

Marion County participates in the National Flood Insurance Program (NFIP). The County also actively supports public education regarding building policies in flood prone areas.

5. Process for Identifying Mitigation Opportunities in the Post-Disaster Environment

Marion County Division of Emergency Management is responsible for coordinating all recovery operations in the county. As a result of this active role in the recovery process, Emergency Management is well poised to identify opportunities for future mitigation projects such as elevation and/or acquisition of floodprone structures, drainage improvement projects and infrastructure enhancement projects. Marion County Division of Emergency Management works closely with the damage assessment teams in the field, including the Marion County Property Appraiser, the Marion County Building Safety Department, the Office of the County Engineer, the City of Ocala Building Department, the City of Ocala Engineering and Public Works staff, the City of Belleview Engineer, and Public Works staff.

6. Process to Manage Mitigation Assistance Funds

All mitigation and recovery grants are applied for and administered by Marion County Division of Emergency Management. Emergency Management has managed a variety of recovery and mitigation grants in the past including Hazard Mitigation Grant Program funds. Emergency Management is also the administrator for all emergency management grants involving the County. Funding sources including technical assistance funding from FEMA and the Flood Mitigation Assistance Programs are available. Additional resources are identified in the LMS which has been updated.

II. PRE-DISASTER HAZARD MITIGATION ACTIVITIES

Pre-disaster hazard mitigation activities are described in detail in the Marion County Local Mitigation Strategy. The Local Mitigation Strategy is a community-based plan to make the county and local communities safer and more resistant to natural and technological hazards. The Marion County LMS is available from the Marion County Growth Services.

III. POST-DISASTER MITIGATION FUNCTIONS

a. Planning Assumptions

Personnel resources for daily operations in Marion County are limited. In the aftermath of a disaster, these resources are stretched even further. As a result, the County relies in large part on information generated by all departments during the local damage assessment process, the prioritized project list from the Marion County LMS, and overall guidance from the Emergency Management Director or Designee in determining specific mitigation priorities following a disaster.

b. Lead Agency with Responsibility for Providing Mitigation Assessment

Marion County Division of Emergency Management is the primary agency charged with post-disaster mitigation assessment. The Emergency Management Director or designee has the primary responsibility for assessing mitigation needs in the post-disaster environments.

c. Roles and Responsibilities of Lead and Support Agencies

i. Marion County Division of Emergency Management

Marion County Division of Emergency Management will serve as the coordinating organization for all post-disaster mitigation activities. Emergency Management will notify all supporting agencies required for mitigation assessment operations; coordinate all activities required to identify potential mitigation projects and initiatives, coordinate the application process for mitigation related grants; and may serve as the grant administrator for all mitigation grants.

The Emergency Management Director or designee also serves as the point of contact for providing information to residents of the county describing how they can minimize damage from future disasters.

ii. Marion County Property Appraiser

The Marion County Property Appraiser will support Marion County Division of Emergency Management by providing technical expertise regarding property values, damages and losses to properties as a result of a disaster.

iii. Marion County Building Department

The Marion County Building Department will provide support to Emergency Management in identifying mitigation activities that could

reduce the vulnerability of public infrastructure, businesses and housing stock to damage and loss from natural and manmade disasters.

iv. Marion County Office of the County Engineer

The Marion County Office of the County Engineer will assist Emergency Management in identifying potential road, culvert and water and sewer mitigation projects.

d. Coordination Between Lead and Support Agencies

Emergency Management will serve as the organization responsible for coordinating mitigation activities for lead and support agencies. The Marion County Division of Emergency Management Director or designee is the person responsible for this task. The process of coordination is straightforward given the rural nature of the county and the small number of agencies actively involved in post-disaster mitigation activities.

In Marion County, much of the work involved in identifying opportunities for possible mitigation activities is carried out during the pre-disaster mitigation phase (e.g. during the mitigation project identification process carried out by the Marion County LMS Working Group). Opportunities for mitigation are also discovered during the initial and preliminary damage assessments and throughout the public assistance processes. The supporting agencies noted above document damage to public infrastructure, businesses and residences working in conjunction with Emergency Management. The Marion County LMS Working Group, along with input from supporting agencies, then considers, development trends, the information gathered during the recovery phase and determinations are made regarding potential mitigation projects. The LMS Working Group also participates in public education venues such as fairs, conferences, community meetings and distributes public information through PSAs, flyers, pamphlets, newspaper and newsletter articles.

e. Equipment and Resources Necessary for Mitigation Assessment

i. The Marion County Division of Emergency Management Director will be responsible for ensuring all equipment and resources necessary for mitigation assessment are available when needed.

ii. Vehicles used for mitigation assessment include city and county government vehicles, fire department vehicles and any other applicable vehicles.

iii. The following equipment is provided by Emergency Management and used for mitigation assessment: office supplies, maps and disposable

cameras. Other resources may be requested on an as needed basis through Emergency Management.

iv. Equipment, vehicles and supplies necessary for mitigation activity are located throughout the county either in stations, assigned to individual personnel or readily accessible to department personnel.

Specific Mitigation Pre-Disaster Activities

Marion County Division of Emergency Management participates in providing information to the citizens of Marion County in ongoing public outreach activities. This includes the use of newspaper advertisements, public services announcements, radio spots, flyers, fairs and conferences. Presentations are made at both public and private meetings to inform attendees of mitigation activities available. The county also actively supports public education regarding building policies in flood prone areas.

The Marion County Local Mitigation Strategy Working Group involves members of private industry and the community in mitigation activities. This civic involvement provides a meeting ground for resource and information sharing regarding mitigation problems and opportunities in the community.

Potential Funding Sources for Mitigation Activities/Projects

Depending on project characteristics, Marion County may have a variety of funding outlets available for mitigation measures. These include, but are not limited to:

FEMA Hazard Mitigation Grant Program.
Community Development Block Grant.
Florida Coastal Management Program.
Flood Mitigation Assistance.
Florida Communities Trust.
Special Event-Specific Appropriations and Grants.
Mitigation Measures in Conjunction with Repair/Restoration.
Public Assistance through FEMA
Florida Communities Trust (acquisition/open space).
Direct Congressional Appropriation.
Direct Legislative Appropriation.
Local Capital Improvement Budgets.

In addition to monitoring funding opportunities, the County evaluates the benefit of structural mitigation measures (flood proofing, wind retrofit, storm water management, flood plain management, infrastructure hardening, acquisition and demolition) and non-structural initiatives (zoning, tax and financial incentives,

permitting, bond strategies and insurance rebates) and related development techniques and trends.

f. Floodplain Managers

Marion County strives to minimize risk and reduce vulnerability. As the local government entity, Marion County plays an important role in hazard mitigation by leveraging county funds and applying for federal dollars to implement projects to minimize risk and reduce vulnerability. Marion County Growth Services offers resources for residents for property in the unincorporated area of Marion County wishing to learn more about their property's flood risk. Growth Services staff helps residents determine whether their property is in a flood zone as well as provides information about the county's flood insurance rate maps and special rules for building within a flood plain. Growth Services could also be able to provide copies of elevation certificates currently on file.

After a presidentially declared disaster, local officials led by the Marion County Property Appraisers Office, inspect homes damaged by flood waters to determine whether a structure was damaged to the extent that it will have to meet current building codes and floodplain management regulations when it is repaired. A determination of "substantial damage" applies to a severely damaged home or other structure in a Special Flood Hazard Area, regardless of the cause of damage, where the community participates in the National Flood Insurance Program (NFIP).

The Marion County Flood Plain Manager works with local Floodplain Managers to identify damaged structures by coordinating the damage assessment process and sharing information on mitigation needs with the LMS. The EM Coordinator works with the Flood Plain Manager(s) to determine how best to mitigate flood prone areas of the county; local building inspectors makes substantial damage determinations. If the cost of repairing the structure is 50 percent or more of its market value before the disaster, it is considered substantially damaged. Land value is not a consideration; the determination is based strictly on the value of the damaged structure.

Marion County
Division of Emergency Management
Emergency Support Functions (ESF)

Response partners from local agencies, state agencies, voluntary agencies, and private organizations form Emergency Support Functions or ESFs. These individuals serve as subject matter experts supported by the Marion County Division of Emergency Management.

Version: 2024

Emergency Support Function (ESF) 1

Transportation

Primary Agency: Marion County School Board Transportation

Support Agencies: Marion County Sheriff's Office
Marion County Fire/Rescue
Marion County Airport
City of Ocala Fleet Management
Marion County Senior Services
Marion County Transit
Sun Tran

I. Purpose

The purpose of Emergency Support Function 1 is to provide, in a coordinated manner, the resources (human, technical, equipment, facility, materials, and supplies) of member agencies to support emergency transportation needs during an emergency or disaster in Marion County. Emergency Support Function 1 can provide personnel and resources to support prevention, preparedness, protection, response, recovery, and mitigation in support of the primary emergency management objectives. Emergency Support Function 1 resources are used when individual agencies are overwhelmed and County Emergency Management Team requests additional transportation services.

The priorities for allocation of these assets will be:

a. Evacuation and reentry assistance to individuals without their own transportation
b. Evacuation and reentry assistance to non-ambulatory special needs individuals
c. Transportation services for individuals for human service functions other than evacuation and reentry, such as relocation to other shelters and/or transportation to and from disaster assistance facilities, e.g., food, water and ice distribution points
d. Movement of personnel, equipment and supplies to support emergency operations in the field and at activated emergency facilities
e. Maintenance of vehicles necessary to provide transportation assistance
f. Other needed transportation services, as indicated

II. Concept of Operations

A. General

6. Emergency Support Function 1 is organized consistent with State Emergency Operations Center and the Incident Command System. This structure and system supports incident assessment, planning, procurement, deployment, and coordination and support operations to Marion County through the Marion County Emergency Management Team, Area Operations, and State

Emergency Response Teams to assure a timely and appropriate response to an emergency or situation.

7. Procedures, protocols and plans for disaster response activities are developed to govern staff operations at the Marion Emergency Operations Center and in the field. These are in the form of Emergency Operations Plan (i.e., Base Plan) and corresponding Appendices, Incident Annexes, Support Annexes and Standard Operating Guidelines, which describe Emergency Support Function 1 capabilities.

3. In a large event requiring local or State mutual aid assistance, Emergency Support Function 1 will work with its support agency counterparts to seek and procure, plan, coordinate and direct the use of required assets.

4. Throughout the response and recovery periods, Emergency Support Function 1 will evaluate and analyze information requests to move people, materials, equipment, and other resources as necessary; develop and update assessments of the transportation service situation and status in the impact area; and undertake contingency planning to meet anticipated demands or needs.

B. Organization

1. COUNTY

a. During an activation of the County Emergency Operations Center, support agency staff is integrated with the Marion County School Board staff to provide support that will allow for an appropriate, coordinated, and timely response.

b. During an emergency or disaster event, the Emergency Operations Center, Logistics Section Chief will coordinate the support resources from ESF 1.

c. During the response phase, Emergency Support Function 1 will evaluate and analyze information regarding transportation services requests. Also, Emergency Support Function 1 will develop and update assessments of the transportation services status in the impacted area and undertake contingency planning to meet anticipated requirements.

d. Marion County School Board will develop and maintain the overall Emergency Support Function 1 Emergency Operations Plan and accompanying Appendices, Annexes and Standard Operating Guidelines that govern response actions related to emergencies. However, support agencies may develop and maintain their own similar documents for internal use, which must be compatible with and in support of the overall Emergency Operations Plan.

e. Marion County School Board shall be represented in Emergency Support Function 5 (Information and Planning) and support disaster intelligence collection and analysis as relates to the Emergency Support Function 1 mission.

2. AREA

a. The Infrastructure Services Branch Chief, in consultation with the requesting jurisdiction, may obtain additional transportation service resources via established mutual aid agreements.

b. The Florida Department of Transportation serves as the lead agency for transportation service coordination and support, and will designate a liaison to the EOC from the Regional Office and/or the Regional Domestic Security Task Force (RDSTF). The liaisons have been trained to carry out Emergency Support Function 1 missions, and will provide operational support to the EOC and/or field activities.

C. Alerts/Notifications

1. The Marion County School Board will notify the County Warning Point when information comes to their attention indicating that an emergency or disaster situation is developing.

2. The County Warning Point, will notify Marion County EM when the county or an area of the county has been threatened or impacted by an emergency or disaster event as provided in the County Warning Point procedure.

3. Emergency Support Function 1 will be activated or placed on standby upon notification by the County Emergency Management Office. The primary and support Transportation representatives or designees will jointly manage the emergency activities of Emergency Support Function 1.

4. Upon instructions to activate Emergency Support Function 1, Marion County School Board will implement procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

D. Actions

Actions carried out by Emergency Support Function 1 are grouped into phases of emergency management: prevention, preparedness, protection, response, recovery, and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. Emergency Support Function 1 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services. The following services may be provided:

- Assessment of potential impacts of scenario events and transportation needs.
- Continuous inventory of transportation assets, including transit buses, trolleys, passenger vans, wheelchair equipped buses, and School District school buses.
- Transportation of resources and Emergency Support Function 1 assets, including buses, vans, equipment, and supplies.
- Transportation and evacuation public information and risk communication.
- Transportation management, command, and control of assets.
- Transportation activities related to terrorist threats and/or events.
- Evacuation and re-entry support.
- Maintain a list of essential employees who because of their expertise and nature of assigned responsibilities are “on call” throughout all phases of a major disaster operation.

1. PREPAREDNESS ACTIONS

- Actions and activities that develop Transportation response capabilities may include planning, training, orientation sessions, and exercises for Emergency Support Function 1 personnel (i.e., County, State, Regional, and Federal).

- Coordinate with Emergency Support Function 5 (Information and Planning) to identify essential elements of information that should be incorporated into rapid needs assessments for Emergency Support Function 1.

- Prepare and maintain emergency operating procedures, resource inventories, personnel rosters, and resource mobilization information necessary for implementation of the responsibilities of the lead agency. Ensure lead agency personnel are trained in their responsibilities and duties.

- Develop and present training courses for Emergency Support Function 1 personnel, provide information on critical facilities to the County Emergency Management and develop protocols for frequently provided services.

- Conduct all hazards exercises involving Emergency Support Function 1.

- Coordinate with Emergency Support Function 5 (Emergency Management) to incorporate disaster intelligence into Emergency Support Function 1 training, preparedness and planning, including the use of this analysis to scale the mission requirements for the School System and Emergency Support Function 1 in a hurricane or other major disaster.

- Assess vulnerability of evacuation routes and shelters to storm surge, and develop alternative protective measures in transporting evacuees to safe shelters.

- Assign and schedule sufficient personnel to implement Emergency Support Function 1 tasks for an extended period of time.

- Maintain a list of Emergency Support Function 1 assets that that can be deployed during an emergency. Refer to the NIMS Resource Typing System in organizing and typing these resources.

- Manage inventory of wheelchair lift-equipped buses and other pre-designated assets that are essential to meeting the transportation needs of special needs groups.

- Develop, test, and maintain an automated or manual listing of emergency contacts, agency transportation resources, and points of contact for assets that can be attained through vendors or other sources.

2. RESPONSE ACTIONS

- Coordinate operations of Emergency Support Function 1 in the County Emergency Operations Center and/or at other locations as required.

- Establish and maintain a system to support on-scene direction and control and coordination with County EOC, regional task force and State EOC.

- Transportation support RDSTF in the investigation of a terrorist attack.

- Pre-position response resources when it is apparent that transportation resources will be necessary. Relocate transportation resources when it is apparent that they are endangered by the anticipated impacts of the emergency situation.

- Monitor and direct transportation resources and response activities.

- Participate in EOC briefings, and sessions to prepare Incident Action Plans and Situation Reports.

- Obtain State resources through the County Comprehensive Emergency Management Plan (CEMP); coordinate all resources into the affected areas from designated staging areas.

- Coordinate with other County ESFs to obtain resources and to facilitate an effective emergency response among all participating agencies.

- Notify drivers of the potential threat and put drivers on stand-by alert status, updating as conditions change. In the event drivers are off duty when a potential threat arises, those designated will report by telephone or in person to the dispatch office at ECAT for further instructions.

- Evaluate and task the transportation support requests for threatened and/or impacted areas.

- Establish communications with appropriate field personnel and ensure that they are ready for timely response.

- Coordinate with support agencies to develop, prioritize, and implement strategies for the initial response to EOC requests. The Emergency Medical Services Agency will provide transportation for the more critical special needs persons (see Emergency Support Function 8). These include persons who would not be able to travel by ambulatory means or wheelchair. Transportation for ambulatory and wheelchair persons will be provided by the Marion County School Board.

- Utilize pre-determined evacuation routes to the extent possible. These routes are based on the designated general and special need shelters and are reviewed annually. Updates will be provided by the various EOC agencies as to the conditions of existing routes and any additional routes available by existing and changing conditions.

- Relay all emergency traffic regulations to all affected personnel.

3. RECOVERY ACTIONS

- Continue to provide support as required until response activities are concluded or until they can be managed and staffed by the primary incident agency or jurisdictions.

- Initiate financial reimbursement process for recovery activities when such support is available.

- After the initial actions are completed, assist in recovery operations of the EOC. Support agencies will continue to provide necessary emergency transportation, transportation of persons with special needs, transportation of emergency personnel, and transportation of emergency goods and services.

4. MITIGATION ACTIONS

- Coordinate with Emergency Management to identify potential hazards and their impacts, and determine how these impacts may impede the Emergency Support Function 1 operation.

- Provide personnel with the appropriate expertise to participate in activities designed to reduce or minimize the impact of future disasters.

E. Direction and Control

1. Emergency Support Function 1 complies with the Incident Management System (NIMS). The NIMS guides the direction and control system adopted by the Department of Public Safety, which functions as the official disaster prevention, protection, response, preparedness, recovery, and mitigation organization within Marion County.

2. The Emergency Support Function 1 system operates at two levels: 1) County Emergency Operations Center; and 2) Field operations.

3. During emergency activations, all management decisions regarding County or regional response are made at the County Emergency Operations Center by the Emergency Support Function 1 coordinator. Under the Incident Command System structure, the Planning, Logistics, Finance/Administration, and Operations Section Coordinators and staff at the County Emergency Operations Center assist the commander in carrying out the overall mission.

4. A staffing directory and the Emergency Support Function 1 Emergency Operations Plan, its accompanying Appendices, Annexes, and Standard Operating guidelines are maintained by the Marion County School Board with status of the call lists updated at least annually.

5. All transportation field personnel are subordinate to the Emergency Support Function 1 at the County Emergency Operations Center.

6. In accordance with a mission assignment from Emergency Support Function 1, and further mission tasking by a local primary agency, each support organization assisting Emergency Support Function 1 assignment will retain administrative control over its own resources and personnel, but will be under the operational control of Emergency Support Function 1.

F. Responsibilities

1. PRIMARY AGENCY – MARION COUNTY SCHOOL BOARD

- Provide leadership in directing, coordinating, and integrating overall County efforts to provide Transportation evacuation assistance to affected areas and populations.

- Staff and operate a National Incident Management System compliant command and control structure (i.e., Incident Command System) to assure that services and staff are provided to areas of need.

- Coordinate and direct the activation and deployment of support agencies under Emergency Support Function 1 in carrying out specified missions to evacuate personnel from vulnerable areas.

- In coordination with Emergency Support Function 5, evaluate the emergency situation, make strategic decisions, and identify resource needs and secure resources required for field operations.

- Coordinate supplemental assistance in identifying and meeting the Transportation needs of disaster victims.

- Assume the lead in the organization, assignment and staffing at the facilities at which Emergency Support Function 1 is required to be located.

- Coordinate the use of transportation resources to support the emergency response, including the movement of evacuees in need to designated shelters.

- Maintain a current inventory of transportation assets from participating agencies, including their location and condition.

- Pre-position transportation resources as needed.

2. SUPPORT AGENCIES

(NOTE: Each Support Agency should review its own roles and responsibilities and revise in conjunction with the Marion County School Board)

Marion County School Board maintains a list of available resources at the Marion County School Board Office. The list is updated at least once each year, and contains the following: 1) contact information for essential employees who have a role and responsibility in Emergency Support Function 1; and 2) inventory of resources that can be deployed for Emergency Support Function 1 support including vehicles (trolleys, passenger vans, and busses).

G. FINANCIAL MANAGEMENT

1. Emergency Support Function 1 is responsible for managing financial matters related to resources that are procured and used during an event. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event. If a federally declared disaster exists, then a reimbursement formula is established by the Federal Emergency Management Agency that may be as much as 100 percent, but usually does not exceed 75 percent.

2. Expenditures by support entities will be documented by those entities and submitted directly to the Finance/Administration Section or a designated Finance Service officer as soon as possible.

Emergency Support Function (ESF) 2

Communications & Technology

Primary Agency:	Marion County Public Safety Communications Marion County Sheriff's Office Public Safety Communications
Support Agencies:	Ocala Police Department 911 Center (Police, Fire, and EMS) Marion County Sheriff's Office Information Technology Marion County Information Technology Ocala Information Technology Marion County Emergency Communications Radio Team (MERT) Amateur Radio Emergency Services (ARES) Commercial Communications Companies

I. Purpose

The purpose of Emergency Support Function 2 is to provide Communications coordination and support services in support of emergency events in Marion County. Emergency Support Function 2 can provide personnel and resources to support prevention, preparedness, protection, response, recovery, and mitigation in support of the primary emergency management objectives. Emergency Support Function 2 resources are used when individual agencies are overwhelmed and the County Emergency Management Team requests additional communications services.

The Marion County Public Safety Communications will coordinate Emergency Support Function 2 assets (both equipment and services) that may be available from a variety of sources before and after the activation of the County EOC.

Specific Emergency Support Function 2 objectives include:

- Establish and maintain communications between and among the key facilities that are integral to efficient disaster operations.
- Ensure that the County Warning Point is prepared to respond to emergencies, recover, and mitigate their impacts.
- Ensure that the County Warning Point is prepared to provide the mission essential communications services required during normal operations.

II. Concept of Operations

A. General

1. Emergency Support Function 2 is organized consistent with the Incident Command System. This structure and system supports incident assessment, planning, procurement, deployment, and coordination and support operations to Marion County through the Marion County Emergency

Management Team, Area Operations, and State Emergency Response Teams to assure a timely and appropriate response to an emergency or situation.

2. Procedures protocols and plans for disaster response activities are developed to govern staff operations at the Marion Emergency Operations Center and in the field. These are in the form of Emergency Operations Plans (i.e., Base Plan) and corresponding Appendices, Incident Annexes, Support Annexes and Standard Operating Guidelines, which describe Emergency Support Function 2 capabilities.

3. In a large event requiring local or State mutual aid assistance, Emergency Support Function 2 will work with its support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.

4. Throughout the response and recovery periods, Emergency Support Function 2 will evaluate and analyze information communications requests; develop and update assessments of the communications service situation and status in the impact area; and to undertake contingency planning to meet anticipated demands or needs.

5. When an event is focused in scope to a specific type or response mode, technical and subject matter expertise may be provided by an appropriate person(s) from a supporting agency with skills pertinent to the type of event, who will advise and/or direct operations within the context of the Incident Command System structure.

6. The primary and support agencies will support the establishment of communications between key facilities that are listed below. These facilities have a key role in emergency response and recovery under the National Incident Management System.

a. Communications Systems

- Local EOC and local government agencies
  Telephone and fax
  Paging
  E-mail
  Dedicated lines, when applicable
  Radio, when applicable
  Commercial wireless (Cellular, ESMR)
- Local EOC and State EOC
  Telephone and fax
  ESATCOM e-mail
- Local EOC and other municipal EOC
  Telephone and fax
  ESATCOM e-mail
  Commercial wireless, when applicable
- ESF/ICS groups
  Radio
  Commercial wireless
  Mobile communications vehicle
  Helicopter (Air 1)
- Shelters and feeding sites

- Marion Emergency Radio Team (MERT)
  Paging Commercial wireless.
- Distribution sites, staging areas, Disaster Resource Centers
  Telephone
- Amateur radio (ARES)
  Paging
  Commercial wireless

b Priorities for Repair and Restoration

- Emergency Communications 9-1-1 Public Safety radio
- Non-Emergency communications Telephone service Local Government radio

B. Organization

1. COUNTY

a. During an activation of the County Emergency Operations Center, support agency staff is integrated with the Sheriff's Office staff to provide support that will allow for an appropriate, coordinated, and timely response.

b. During an emergency or disaster event, the Emergency Operations Center, Logistics Section Chief will coordinate the support resources from the support agencies.

c. During the response phase, Emergency Support Function 2 will evaluate and analyze information regarding communications services requests. Also, Emergency Support Function 2 will develop and update assessments of the communications services status in the impacted area and undertake contingency planning to meet anticipate demands and needs.

d. Support agencies may develop and maintain their own similar documents for internal use, which must be compatible with and in support of the overall Emergency Operations Plan.

e. Communications shall be represented in ESF 5 (Information and Planning) and keep management of ESF 5 fully apprised of developing conditions as relates to carrying out the Emergency Support Function 2 mission.

2. AREA

a. The Logistics Chief, in consultation with the requesting jurisdiction, may obtain additional communications service resources via established mutual aid agreements.

b. The Department of Management Services, State Technology Office, serves as the lead agency for communications service coordination and support and will designate a liaison to the EOC from the Regional Office and/or the Regional Domestic Security Task Force (RDSTF). The liaisons have been trained to carry out Emergency Support Function 2 responsibilities and will function as coordinators, assessors, and operational personnel in support of EOC or field activities.

C. Alerts/Notifications

1. The impacted party will notify the County Warning Point when information comes to their attention indicating that an emergency or disaster situation is developing. The report will include all relevant information that is known at the time. Additional information should be reported as it becomes available.
2. The County Warning Point, will notify Marion County EM when the County or an area of the County has been threatened or impacted by an emergency or disaster event as provided in the County Warning Point procedure.
3. Upon instructions to activate ESF 2, Public Safety Communications will implement procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

D. Actions

Actions carried out by Emergency Support Function 2 are grouped into phases of emergency management: prevention, preparedness, protection, response, recovery, and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. Emergency Support Function 2 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services. The following services may be provided:

- Assessment of potential impacts of scenario events and communications needs.
- Input into Incident Action Plans.
- Provision of communications personnel.
- Provision of communications equipment and supplies.
- Analysis of loss of functionality of communications system.
- Determination of available communications assets.
- Accumulation of damage information from assessment teams.
- Coordination of communications support.
- Prioritization of deployment of resources based on response needs.
- Communications management, command, and control of assets.
- Communications activities related to terrorist threats and/or events.

1. PREPAREDNESS ACTIONS

- Actions and activities that develop Communications response capabilities may include planning, training, orientation sessions, and exercises for Emergency Support Function 2 personnel (i.e., County, State, Regional, and Federal) and other emergency support functions that will respond with Emergency Support Function 2. This involves the active participation on inter-agency preparedness organizations, which collaborate in such activities on a regular basis.
- Prepare and maintain emergency operating procedures, resource inventories, personnel rosters, and resource mobilization information necessary for implementation of the responsibilities of the lead agency. Ensure lead agency personnel are trained in their responsibilities and duties.
- Conduct all hazards exercises involving Emergency Support Function 2.
- Coordinate with ESF 5 (Emergency Management) to incorporate disaster intelligence into

ESF 2 training, preparedness and planning, including the use of this analysis to scale the mission requirements for ESF 2 in a hurricane or other major disaster.

- Assess the vulnerability of communications equipment and systems to the effects of storm surge, hurricane force winds, blast, and other natural, technological, and man-made hazards.
- Assess worst case scenario damage to the communications system, with emphasis on scenarios that will cause the loss of functionality of the system.
- Identify mission essential functions, including: 911 calls processing; emergency dispatch of Law and Fire/Rescue; and 24-hour answer point for County.
- Identify alternative facilities and systems that will serve as backup communications and dispatches in the event of major emergency that prevents the ECC from assuming or maintaining its mission essential functions.
- Train personnel in the following: 1) Incident Command System; 2) Procedures for pre-staging communications assets for rapid deployment to affected area; 3) COOP implementation.

2. RESPONSE ACTIONS

- Coordinate operations at the Emergency Support Function 2 office in the County Emergency Operations Center and/or at other locations as required.
- Establish and maintain a system to support on-scene direction and control and coordination with County EOC, regional task force and State EOC.
- Communications support RDSTF in the investigation of a terrorist attack.
- Preposition response resources when it is apparent that communications resources will be necessary. Relocate communications resources when it is apparent that they are endangered by the likely impacts of the emergency situation.
- Monitor and direct communications resources and response activities.
- Participate in EOC briefings, and meetings to prepare Incident Action Plans and Situation Reports.
- Obtain County resources through the County Comprehensive Emergency Management Plan (CEMP); coordinate all resources into the affected areas from designated staging areas.
- Coordinate with other County Emergency Support Functions to obtain resources and to facilitate an effective emergency response among all participating agencies.

3. RECOVERY ACTIONS

- Continue to provide support as required until response activities are concluded or until they can be managed and staffed by the primary incident agency or jurisdictions.
- Continue to provide support as required to support the recovery phase.
- Initiate financial reimbursement process for these activities when such support is available.
- After the initial actions are completed, assist in recovery operations of the EOC. Support agencies will continue to provide necessary emergency communications.
- Assess communications systems for damage, including repair of towers and repeaters.
- Query other Public Safety agencies for damage reports.
- Query wireless providers and local media for damage reports.

- Contact other Emergency Support Functions to determine their communications requirements.

4. MITIGATION ACTIONS

- Coordinate with the LMS Steering Committee and Emergency Management to identify potential hazards and their impacts; and how these impacts may impede the Emergency Support Function 2 operation.
- Provide personnel with the appropriate expertise to participate in activities designed to reduce or minimize the impacts of future disasters on communications systems in Marion County.

E. Direction and Control

1. Emergency Support Function 2 complies with the Incident Management System (NIMS). The NIMS guides the direction and control system adopted by Emergency Management, which functions as the official disaster prevention, protection, response, preparedness, recovery, and mitigation organization within Marion County.

2. The Emergency Support Function 2 system operates at two levels: 1) County Emergency Operations Center; and 2) Field locations.

3. During emergency activations, all management decisions regarding County or regional response are made at the County Emergency Operations Center. Under the Incident Command System structure, the Planning, Logistics, Finance/Administration, and Operations Section and staff at the County Emergency Operations Center assist the commander in carrying out the overall mission.

4. A staffing directory and the Emergency Support Function 2 Emergency Operations Plan, its accompanying Appendices, Annexes, and Standard Operating guidelines are maintained by the Sheriff's Office with status of the call lists updated at least monthly and all other documents at least annually.

5. All Communications field personnel are subordinate to the Emergency Support Function 2 at the County Emergency Operations Center.

6. In accordance with a mission assignment from Emergency Support Function 2, and further mission tasking by a Local primary agency, each support organization assisting Emergency Support Function 2 assignment will retain administrative control over its own resources and personnel but will be under the operation control of Emergency Support Function 2

F. Responsibilities

1. PRIMARY AGENCY – MARION COUNTY PUBLIC SAFETY COMMUNICATIONS & MARION COUNTY SHERIFF'S OFFICE PUBLIC SAFETY COMMUNICATIONS

- Provide and maintain communications during an emergency.
- Provide Emergency Support Function 5 with updates on the potential impacts of winds on communications systems, resource shortfalls, and potential impacts on carrying out the Emergency Support Function 2 mission.
- Maintain an inventory of personnel, equipment, and vendors, which will be used in the

restoration of services.

2. SUPPORT AGENCIES

(NOTE: Each Support Agency should review its own roles and responsibilities and revise in conjunction with the Communications Center)

- Provide communications for all their appropriate personnel.
- Marion Emergency Radio Team (MERT) provides communications at shelters, feeding sites, staging areas, distribution centers, and DRCs as needed.
- Provide technical assistance where necessary for our communications teams.

G. FINANCIAL MANAGEMENT

1. Emergency Support Function 2 is responsible for managing financial matters related to resources that are procured and used during an event. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event. If a federally declared disaster exists, then a reimbursement formula is established by the Federal Emergency Management Agency that may be as much as 100 percent, but usually does not exceed 75 percent.

2. Expenditures by support entities will be documented by those entities and submitted directly to the Finance/Administration Section or a designated Finance Service officer as soon as possible.

Emergency Support Function (ESF) 3

Public Works and Engineering

Primary Agency: Marion County Office of the County Engineer

Support Agencies:
City of Belleview Public Works
City of Dunnellon Public Services
City of Ocala Engineering
City of Ocala Parks and Recreation
City of Ocala Public Works
Florida Department of Transportation
Marion County Fleet Management
Marion County Utilities
Marion County Parks and Recreation
Marion County Solid Waste

I. Purpose

The purpose of Emergency Support Function 3 is to provide Public Works and Engineering coordination and support life, safety, property and essential services during emergency events in Marion County. Emergency Support Function 3 can provide personnel and resources to support prevention, preparedness, protection, response, recovery, and mitigation in support of the primary emergency management objectives. Emergency Support Function 3 resources are used when individual agencies are overwhelmed and County Emergency Management Team requests additional public works and engineering service assistance.

II. Concept of Operations

A. General

1. Emergency Support Function 3 is organized consistent with State Emergency Operations Center and the Incident Command System. This structure and system supports incident assessment, planning, procurement, deployment and coordination, and support operations to Marion County through the Marion County Emergency Management Team, Area Operations, and State Emergency Response Teams to assure a timely and appropriate response to an emergency or situation.
2. Procedures protocols and plans for disaster response activities are developed to govern staff operations at the Marion Emergency Operations Center and in the field. These are in the form of Emergency Operations Plan (i.e., Base Plan) and corresponding Appendices, Incident Appendixes, Support Appendixes and Standard Operating Guidelines, which describe Emergency Support Function 3 capabilities.
3. In a large event requiring local or State mutual aid assistance, Emergency Support Function 3 will work with its support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.

4. Throughout the response and recovery periods, Emergency Support Function 3 will evaluate and analyze information regarding public works and engineering service requests for response, develop and update assessments of the impacted area, and undertake contingency planning to meet anticipated demands or needs.

B. Organization

1. COUNTY

1. During an activation of the County Emergency Operations Center, support agency staff is integrated with the Marion County Office of the County Engineer staff to provide support that will provide for an appropriate, coordinated, and timely response.
2. During an emergency or disaster event, the Emergency Operations Center, Operations Section Chief will coordinate the support resources from ESF 3.
3. During the response phase, Emergency Support Function 3 will evaluate and analyze information regarding public works and engineering services requests. Also, Emergency Support Function 3 will develop and update assessments of the public works and engineering services status in the impacted area and undertake contingency planning to meet anticipate demands and needs.
4. Marion County Office of the County Engineer develops and maintains the overall Emergency Support Function 3 Emergency Operations Plan and accompanying Appendices, Appendixes and Standard Operating Guidelines that govern response actions related to emergencies. However, support agencies may develop and maintain their own similar documents for internal use, which must be compatible with and in support of the overall Emergency Operations Plan.

2. AREA

1. The Operations Section Chief, in consultation with the requesting jurisdiction, may obtain additional public works and engineering service resources via established mutual aid agreements.
2. The Florida Department of Transportation serves as the lead agency for public works and engineering service coordination and support and will designate a liaison to the EOC from the Regional Office and/or the Regional Domestic Security Task Force (RDSTF). The liaisons have been trained to carry out Emergency Support Function 3 responsibilities and will function as coordinators, assessors, and operational personnel in support of EOC or field activities.

C. Alerts/Notifications

1. Marion County Emergency Management will notify the County Warning Point when information comes to their attention indicating that an emergency or disaster situation is developing. The report will include all relevant information that is known at the time.
2. The County Warning Point, will notify Marion County EM when the County or an area of the County has been threatened or impacted by an emergency or disaster event as provided in the County Warning Point procedure.
3. Emergency Support Function 3 will be activated or placed on standby upon notification by the County Emergency Management Office. The primary and support Public Works and Engineering representatives or designees will jointly manage the emergency activities of Emergency Support Function 3.
4. Upon instructions to activate Emergency Support Function 3, Marion County Office of the County Engineer will implement procedures to notify and mobilize all personnel, facilities, and

physical resources likely to be needed, based on the emergency circumstance. Marion County will assist in facilitating this notification process.

D. Actions

Actions carried out by Emergency Support Function 3 are grouped into phases of emergency management: prevention, preparedness, protection, response, recovery, and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. Emergency Support Function 3 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services.

1. PREPAREDNESS ACTIONS

- Actions and activities that develop Public Works and Engineering response capabilities may include planning, training, orientation sessions, and exercises for Emergency Support Function 3 personnel (i.e., County, State, Regional, and Federal).
- Coordinate with Emergency Support Function 5 to assess potential damage, loss of functionality of essential facilities, and volume of debris (by category) to scale missions requirements for each function in ESF 3. Identify anticipated resource shortfalls.
- Incorporate findings into functional plans and concepts of operation, including the creation of geographical divisions of Marion County, as described in NIMS guidance.
- Address planning issues on an on-going basis to identify response zones and potential staging areas.
- Conduct planning with Emergency Support Function 3 support agencies, Regional Domestic Security Task forces, and other emergency support functions to refine Public Works and Engineering operations.
- Conduct training and exercise for EOC and Public Works and Engineering Team members.
- Prepare and maintain emergency operating procedures, resource inventories, personnel rosters, and resource mobilization information necessary for implementation of the responsibilities of the lead agency. Ensure lead agency personnel are trained in their responsibilities and duties.
- Develop and implement emergency response and Public Works and engineering strategies.
- Develop and present training courses for Emergency Support Function 3 personnel, provide information on critical facilities to the Marion County Emergency Management and develop protocols for frequently provided services.
- Maintain liaison with support agencies.
- Participate in all hazards exercises involving Emergency Support Function 3.
- Annually update and maintain inventory of the personnel, vehicles, and equipment to be used during the preparation, response, and recovery phases of an emergency or disaster.
- Prepare and maintain a list of personnel to ensure that the 24-hour staffing needs are met to facilitate the restoration of vital infrastructure.
- Maintain up to date pre/post event contracts for first push and debris monitoring.
- Maintain a list of construction contractors and engineering firms with active County contracts who would be available for infrastructure repairs.

- Prioritize and implement emergency clearing of debris from transportation routes to provide access for emergency response personnel, equipment, and supplies in areas affected by an emergency or disaster.
- Prioritize and implement the clearing, repair, or reconstruction of transportation facilities (i.e., streets, roads, bridges, ports, waterways, airfields) necessary to restore transportation capabilities.
- Prioritize and implement the restoration of critical public facilities and services
- Prepare a prioritized list and perform the demolition or stabilization of damaged public structures and facilities, which pose an immediate hazard or safety risk to the public health.
- Coordinate and assist other ESFs (Emergency Support Functions) within the Marion County EOC (Emergency Operations Center).
- When requested through Marion County's EOC, provide assistance to other local governments through existing inter-local agreements.

2. RESPONSE ACTIONS

- Coordinate operations at the Emergency Support Function 3 office in the County Emergency Operations Center and/or at other locations as required.
- Establish and maintain a system to support on-scene direction and control and coordination with county EOC, regional task force and State EOC.
- Support mutual aid procedures for the following resources; Hazardous Materials (ESF-10), Interoperable Communications and Command Vehicles.
- Maintain Resource Management and Logistical Support.
- Deploying of Impact Assessment Teams to determine post-storm impact to Infrastructure Services functional group resources and ability to perform Continuity of Operations of essential functions.
- Mutual Aid procedures to assist with supporting issues related to a terrorist event.
- Public Works and Engineering support RDSTF in the investigation of a terrorist attack.
- Preposition response resources when it is apparent that public works and engineering resources will be necessary. Relocate public works and engineering resources when it is apparent that they are endangered by the likely impacts of the emergency situation.
- Monitor and direct public works and engineering resources and response activities.
- Participate in EOC briefings, Incident Action Plans, Situation Reports, and meetings.
- Coordinate with support agencies, as needed, to support emergency activities.
- Obtain County resources through the County Comprehensive Emergency Management Plan (CEMP); coordinate all resources into the affected areas from designated staging areas.
- Coordinate with other County ESFs to obtain resources and to facilitate an effective emergency response among all participating agencies.

3. RECOVERY ACTIONS

- Continue to provide support as required until response activities are concluded or until they can be managed and staffed by the primary incident agency or jurisdictions.
- Continue to provide support as required to support the recovery phase.

- Initiate financial reimbursement process for these activities when such support is available.

4. MITIGATION ACTIONS

- Identify and seek funds for retrofitting critical facilities and providing auxiliary power.
- Provide personnel with the appropriate expertise to participate in activities designed to reduce or minimize the impact of future disasters.

E. Direction and Control

1. Emergency Support Function 3 complies with the Incident Management System (NIMS). The NIMS guides the direction and control system adopted by Emergency Management, which functions as the official disaster prevention, protection, response, preparedness, recovery, and mitigation organization within Marion County.

2. The Emergency Support Function 3 system operates in two levels: 1) County Emergency Operations Center; and 2) Field operations.

3. During emergency activations, all management decisions regarding County or regional response are made at the County Emergency Operations Center by the Emergency Support Function 3 coordinator. Under the Incident Command System structure, the Planning, Logistics, Finance/Administration, and Operations Section Chiefs and staff at the County Emergency Operations Center assist the incident commander in carrying out the overall mission.

4. A staffing directory and the Emergency Support Function 3 Emergency Operations Plan, its accompanying Appendices, Appendixes, and Standard Operating guidelines are maintained by the Marion County Emergency Management with status of the call lists updated at least monthly and all other documents at least annually.

5. In accordance with a mission assignment from Emergency Support Function 3, and further mission tasking by a local primary agency, each support organization assisting Emergency Support Function 3 assignment will retain administrative control over its own resources and personnel but will be under the operation control of Emergency Support Function 3.

F. Responsibilities

1. PRIMARY AGENCY – MARION COUNTY OFFICE OF THE COUNTY ENGINEER

- Serve as the lead agency for ESF 3, supporting the response and recovery operations after activation of the EOC and the secondary agency with respect to the Damage Assessment Team (Group). The Director, Building Inspections Department will be the Chair of the Damage Assessment Team. Engineering personnel will be paired up with Building Inspections personnel to conduct initial assessments of the disaster area and will provide assessment information to the Chairperson.
- Attend and document all EOC briefings to better disseminate any important information or actions to their staff and support agencies. This representative or their alternate should be prepared to provide status reports on all actions under the public works function (ESF 3) at each EOC briefing.
- Participate with the Operations Chief and the Road Department in setting priorities for road clearing to better assist ESF 9 (Search & Rescue) and their emergency response personnel.
- Coordinate the recovery efforts of support agencies under ESF 3 and the efforts of other ESFs under this plan.

- Assist other local governments under existing or future Mutual Aid Agreements made between Marion County and representatives of the local governments as coordinated through ESF 5 (Information & Planning).
- Maintain a listing of construction contractors and engineering consulting firms with active County contracts who would be available to assist with infrastructure repairs. Maintain an alternate list of contractors and engineers who do not have active County contracts, but who have expressed interest in assisting.
- Negotiate and administer design contracts with consulting engineering firms for the repair of storm water management systems and the transportation infrastructure, as required.
- Coordinate with County Purchasing in awarding and administering construction contracts for the repair of storm water management systems and the transportation infrastructure.
- Provide documentation on utilization of manpower, equipment, and costs directly related to emergency operations by the Road Department. This documentation should be provided to the representative under ESF 7 (Resource Support) for official record keeping.
- Manage all debris disposal.
- Approve of sites for open burning or air curtain incineration (Department of Solid Waste from the Florida Department of Environmental Protection). The Marion County Debris Management Plan is incorporated herein by reference.
- Office of the County Engineer will coordinate traffic signal assessment with FDOT and all municipalities.

2. SUPPORT AGENCIES

- Support agencies will provide assistance to the Emergency Support Function with services, staff, equipment, and supplies that complement the entire emergency response effort as the County Emergency Management Team addresses the consequences generated by the hazards that may impact the County (i.e., severe weather, tropical cyclones, environmental biological, terrorism, technological, and mass migration, etc.). Because services and resources are subject to change from time to time, emergency coordinators are responsible for frequently updating their resources capabilities with the Emergency Support Function 3.
- Emergency Management will provide EOC support, conduct briefings, direct needs assessments, distribute key information, and serve as liaison to the State EOC to request resources.
    - Identify and train the staff of the Marion County Office of the County Engineer in emergency and disaster response procedures. There will be a minimum of one representative at the EOC during full level activation.
    - The Marion County Office of the County Engineer representative will attend and document all EOC briefings to better disseminate any important information or actions to their staff. This representative or their alternate should be prepared to provide status reports on all actions taken by Marion County Office of the County Engineer personnel under ESF 3 at each EOC briefing.
    - Evaluate the initial damage assessment received from the Damage Assessment Team to participate in setting priorities for road clearing to better assist ESF 9 (Search & Rescue) and their emergency response personnel.
    - Provide in-house repair and construction services, as resources are available, after clearing and stabilization phases are complete.

- As a part of ESF 3, assist other local governments under existing or future Mutual Aid Agreements made between Marion County and representatives of the local governments as coordinated through ESF 5 (Information & Planning).
- Develop, maintain, and update annually an inventory showing the location of personnel, equipment, and supplies on hand to accomplish recovery of the transportation infrastructure of Marion County.
- Provide documentation, to Emergency Management, on utilization of manpower, equipment, and costs directly related to emergency operations by Road Department.
- Keep the ESF 5 (Information & Planning) and ESF 14 (Public Information Officer) at the EOC informed of the status (i.e., opened or closed) of each site, location, types of debris taken and hours of operation. Provide public service announcements to be released by ESF 14 at the EOC. Post all activated reduction and burn sites advising the public of dates and times of operations.
- Provide documentation on utilized manpower, equipment, and costs directly related to emergency operations to the representative under ESF 7 (Resource Support), for official record keeping and reporting to Federal and State for possible reimbursement.

Other Utility Companies

- Advise the ESF 3 representative of the status of restoration of utility services within service areas.
- Have one representative available to respond to questions and provide information at EOC briefings. Maintain one representative from each utility company until each is deactivated by the EOC. Provide damage assessment information to the Damage Assessment Team Chairperson so the Public Works representative can prioritize recovery operations.
- Provide adequate manpower to restore their particular utility.
- Provide documentation on utilized manpower, equipment, and costs directly related to emergency operations to their representative for official record keeping and reporting to Federal and State for possible reimbursement or make arrangements for separate D.S.R. from Federal or State governments.

Florida Department of Transportation

- Identify to the ESF 3 representative all critical State transportation routes requiring immediate clearing and restoration in order to save lives and property.
- Provide equipment and personnel for clearing of the prioritized transportation routes, which will allow emergency personnel and equipment to rescue and respond to an affected area.
- As the primary State of Florida agency for ESF 3, FDOT will coordinate the State's ESF 3 operations with the County's ESF 3.
- Provide documentation on utilized manpower, equipment, and costs directly related to emergency operations to their State representative under ESF 7 (Resource Support), for official record keeping and reporting to Federal and State for possible reimbursement or make arrangements for separate D.S.R. from Federal or State governments.

G. FINANCIAL MANAGEMENT

1. Emergency Support Function 3 is responsible for managing financial matters related to resources that are procured and used during an event. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event. If a federally declared disaster exists, then a reimbursement formula is established by the Federal Emergency Management Agency that may be as much as 100 percent, but usually does not exceed 75 percent.

2. This section will coordinate closely with the Logistics Section to ensure that procurements and staff hours are properly documented and processed for payment and potential reimbursement. It will also be responsible for following up all financial issues after response has ceased by coordinating with Emergency Management officials, the State Division of Emergency Management fiscal agents and the Federal Emergency management Agency fiscal agents and directly with vendors as necessary.

3. Expenditures by support entities will be documented by those entities and submitted directly to the Finance/Administration Section or a designated Finance Service officer as soon as possible.

Emergency Support Function (ESF) 4

Firefighting

Primary Agencies: Marion County Fire Rescue

Support Agencies: City of Ocala Fire Rescue
Division of State – Fire Marshall
Florida Forest Service
Florida Fire Chiefs' Association
US Forest Service

I. Purpose

The purpose of Emergency Support Function 4 is to provide Fire Service in coordination to support life, safety, property and essential services during emergency events in Marion County. Emergency Support Function 4 can provide personnel and resources to support prevention, preparedness, protection, response, recovery, and mitigation in support of the primary emergency management objectives. Emergency Support Function 4 resources are used when individual agencies are overwhelmed and County Emergency Management Team requests additional fire service assistance.

II. Concept of Operations

A. General

1. Emergency Support Function 4 is organized consistent with the Incident Command System. This structure and system support incident assessment, planning, procurement, deployment, and coordination and support operations to Marion County through the Marion County Emergency Management Team, Area Operations, and State Emergency Response Teams to assure a timely and appropriate response to an emergency or situation.

2. Procedures protocols and plans for disaster response activities are developed to govern staff operations at the Marion Emergency Operations Center and in the field. These are in the form of Emergency Operations Plan (i.e., Base Plan) and corresponding Appendices, Incident Annexes, Support Annexes and Standard Operating Guidelines, which describe Emergency Support Function 4 capabilities.

3. In a large event requiring local and State mutual aid assistance, Emergency Support Function 4 will coordinate with support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.

4. Throughout the response and recovery periods, Emergency Support Function 4 will evaluate and analyze information regarding fire detection, suppression, and prevention requests for response, develop and update assessments of the fire service

situation and status in the impact area, and do contingency planning to meet anticipated demands or needs.

5. When an event is focused in scope to a specific type or response mode technical and subject matter expertise may be provided by an appropriate person(s) from a supporting agency with skills pertinent to the type of event, who will advise and/or direct operations within the context of the Incident Command System structure.

B. ORGANIZATION

1. COUNTY

a. During an activation of the County Emergency Operations Center, support agency staff is integrated with the Operations staff to provide support that will allow for an appropriate, coordinated, and timely response.

b. During an emergency or disaster event, the Emergency Operations Center Operations Section Chief will coordinate the support resources from ESF 4.

c. During the response phase, Emergency Support Function 4 will evaluate and analyze information regarding fire service requests. Also, Emergency Support Function 4 will develop and update assessments of the fire service status in the impact area and undertake contingency planning to meet anticipate demands and needs.

d. Emergency Management develops and maintains the overall Emergency Support Function 4 Emergency Operations Plan and accompanying Appendices, Annexes and Standard Operating Guidelines that govern response actions related to emergencies. However, support agencies may develop and maintain their own similar documents for internal use, which must be compatible with and in support of the overall Emergency Operations Plan.

2. AREA

a. The Operations Chief, in consultation with the requesting jurisdiction, may obtain additional fire service resources via established mutual aid agreements.

b. The Florida Department of Financial Services, the Division of State Fire Marshall serves as the lead agency for fire service coordination and support and will designate a liaison to the EOC from the Regional Office and/or the Regional Domestic Security Task Force (RDSTF). The liaisons have been trained to carry out Emergency Support Function 4 responsibilities and will function as coordinators, assessors, and operational personnel in support of EOC or field activities.

c. If more than one county emergency management operation center is activated State fire service may support the coordination of the event response with regional resources or request additional resources from the State Emergency Operations Center, the Fire Service agencies will participate in a multi-Agency coordinating entity to coordinate requests for fire service resources among multiple Emergency Operations Centers.

C. ALERTS/NOTIFICATIONS

1. The applicable agency will notify the County Warning Point when information comes becomes known indicating that an emergency or disaster situation is developing. This report will include all relevant information that is known at the time. Additional information should be reported as it becomes available.

2. The County Warning Point, will notify Marion County EM when the county or an area of the County has been threatened or impacted by an emergency or disaster event as provided in the County Warning Point procedure.

3. Emergency Support Function 4 will be activated or placed on standby upon notification by Emergency Management. The primary and support fire departments will jointly manage the emergency activities of Emergency Support Function 4.

4. Upon instructions to activate Emergency Support Function 4, County and City Fire Departments will implement its operating procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

D. ACTIONS

Actions carried out by Emergency Support Function 4 are grouped into phases of emergency management: prevention, preparedness, protection, response, recovery, and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. Emergency Support Function 4 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services. The following services may be provided:

- Assessment of Fire Service needs and potential impacts.
- Fire Service personnel.
- Fire Service equipment and supplies.
- Evacuation and Re-entry support.
- Emergency responder health and safety.
- Radiological/chemical/biological hazards.
- Mental health and crisis counseling for responders.
- Fire Service Public Information and risk communication.
- Fire Service Management, Command and control of assets.
- Fire Service activities related to terrorist threats and/or events.
- Logistical Staging areas and Points of Dispensing.
- Catastrophic incident and alternate Fire Service facility support.

1. PREPAREDNESS ACTIONS

- Actions and activities that develop fire service response capabilities may include planning, training, orientation sessions, and exercises for Emergency Support Function 4 personnel (i.e., County, State, Regional, and Federal) and other emergency support functions that will respond with Emergency Support Function 4. This involves the active participation on inter-agency

preparedness organizations, which collaborate in such activities on a regular basis.

- Local and State Fire Departments will jointly address planning issues on an on-going basis to identify response zones, potential staging areas, potential medical facilities and establish specialized teams.
- Conduct planning with Emergency Support Function 4 support agencies, Regional Domestic Security Task forces, and other emergency support functions to refine Fires Service operations.
- Develop and refine procedures to be used in the following field surveys: Rapid Impact Assessment (i.e., recon), Community Fire Service assessment.
- Conduct training and exercise for EOC and fire service response team members.
- Prepare and maintain emergency operating procedures, resource inventories, personnel rosters, and resource mobilization information necessary for implementation of the responsibilities of the lead agency. Ensure lead agency personnel are trained in their responsibilities and duties.
- Develop and implement emergency response and fire fighting strategies.
- Develop and present training courses for Emergency Support Function 4 personnel, provide information on critical facilities to the County Emergency Management and develop protocols for frequently provided services.
- Maintain liaison with support agencies.
- Participate in all hazards exercises involving Emergency Support Function 4.

2. RESPONSE ACTIONS

- Coordinate operations of Emergency Support Function 4 in the County Emergency Operations Center and/or at other locations as required.
- Establish and maintain a system to support on-scene direction and control and coordination with county EOC, Regional Domestic Security Task Force and the State EOC, or other coordination entities as appropriate.
- Establish Mutual Aid procedures for the following resources: Fire Suppression, Interoperable Communications, and Command Vehicles.
- Resource Management and Logistical Support.
- Implementation of Impact Assessment Teams to determine post-storm impact to Emergency Services and ability to perform Continuity of Operations of essential functions.
- Mutual Aid procedures to assist with supporting issues related to a terrorist event.
- Fire Service support RDSTF in the investigation of a terrorist attack.
- Preposition response resources when it is apparent that fire-fighting resources will be necessary. Relocate fire fighting resources when it is apparent that they are endangered by the likely impacts of the emergency situation.
- Monitor and direct fire fighting resources and response activities.
- Participate in EOC briefings, Incident Action Plans, Situation Reports, and meetings.

- Coordinate with support agencies, as needed, to support emergency activities.
- Obtain County resources through the County Comprehensive Emergency Management Plan (CEMP); coordinate all resources into the affected areas from designated staging areas.
- Coordinate with other County ESFs to obtain resources and to facilitate an effective emergency response among all participating agencies.

3. RECOVERY ACTIONS

- The Operations Section Chief, in consultation with the requesting jurisdiction, may obtain additional fire service resources via established mutual aid agreements.
- The Florida Department of Financial Services serves as the lead agency for fire service coordination and support and will designate a liaison to the EOC from the Regional Office and/or the Regional Domestic Security Task Force (RDSTF). The liaisons have been trained to carry out Emergency Support Function 4 responsibilities and will function as coordinators, assessors, and operational personnel in support of EOC or field activities.
- If more than one county emergency management operation center is activated fire service may support the coordination of the event response with regional resources or request additional resources from the State Emergency Operations Center, the State Fire Service agencies will participate in a Multi-Agency coordinating entity to coordinate requests for fire service resources among multiple Emergency Operations Centers.

4. MITIGATION ACTIONS

- Identify and seek funds for retrofitting critical facilities and providing auxiliary power.
- Provide personnel with the appropriate expertise to participate in activities designed to reduce or minimize the impact of future disasters.

E. DIRECTION AND CONTROL

1. Emergency Support Function 4 complies with the Incident Command System (composed of Planning, Operations, Logistics and Finance/Administration Sections with their standardized positions, forms and terminology) to manage its emergency/disaster responsibilities. Key to this system is the Emergency Management Department, which functions as the official disaster prevention, protection, response, preparedness, recovery, and mitigation organization within Marion County. The Emergency Management Department also serves as the focal point for Emergency Support Function 4 activities. It is responsible for ensuring that all appropriate program departments, support agencies, other Emergency Support Functions, and other private voluntary agencies have knowledge about the system and Emergency Support Function 4 expectations, as well as coordinate and cooperate efficiently during an event.

2. The Emergency Support Function 4 system operates at two levels: 1) County Emergency Operations Center; and 2) Field operations.

3. During emergency activations, all management decisions regarding County or regional response are made at the County Emergency Operations Center by the Emergency Support Function 4 commander. Under the Incident Command System structure, the Planning, Logistics, Finance/Administration, and Operations Section Coordinators and staff at the County Emergency Operations Center assist the commander in carrying out the overall mission.

4. A staffing directory and the Emergency Support Function 4 Emergency Operations Plan, its accompanying Appendices, Annexes, and Standard Operating guidelines are maintained by the Marion County Emergency Management.

5. All Fire Departments field personnel are subordinate to the Emergency Support Function 4 at the County Emergency Operations Center.

6. In accordance with a mission assignment from Emergency Support Function 4, and further mission tasking by a local primary agency, each support organization assisting Emergency Support Function 4 assignment will retain administrative control over its own resources and personnel but will be under the operation control of Emergency Support Function 4.

F. RESPONSIBILITIES

1. PRIMARY AGENCY – MARION COUNTY FIRE RESCUE

- Provide leadership in directing, coordinating, and integrating overall County efforts to provide fire service assistance to affected areas and populations.
- Staff and operate a Incident Management system compliant command and control structure (i.e., Incident Command System) to assure that services and staff are provided to areas of need.
- Coordinate and direct the activation and deployment of County agencies fire service personnel, supplies, and equipment and provide certain direct resources.
- Emergency Support Function 4 Representatives or designees will jointly evaluate the emergency situation, make strategic decisions, and identify resource needs and secure resources required for field operations.
- Monitor fire fighting emergency response and recovery operations. Emergency Support Function 4 Fire Chiefs or designees will coordinate all State and Federal fire fighting resources into the affected areas from staging areas.
- Manage fire fighting and other emergency incidents in accordance with each department's Standard Operating Guidelines and under the direction of Emergency Support Function 4 Representatives or designee.
- Make specific requests for fire fighting assistance to the State ESF 4/State Fire Marshal's Office, through the Marion County Liaison, as needed. The State will activate resources through the State Emergency Response Plan.
- Re-assess priorities and strategies, throughout the emergency, according to the most critical fire service needs.
- Assist with emergency evacuations and re-entry of threatened areas of the County.

- Demobilize resources and deactivate the ESF 4 station upon direction from the County Incident Commander.

- Emergency Management will provide EOC support, conduct briefings, direct needs assessments, distribute key information, and serve as liaison to the State EOC to request resources.

2. SUPPORT AGENCIES

(NOTE: Each Support Agency should review its own roles and responsibilities and revise in conjunction with Emergency Management)

- Support agencies will provide assistance to the Emergency Support Function with services, staff, equipment, and supplies that compliment the entire emergency response effort as the County Emergency Management Team addresses the consequences generated by the hazards that may impact the County (i.e., severe weather, tropical cyclones, environmental biological, terrorism, technological, and mass migration, etc.). Because services and resources are subject to change from time to time, emergency coordinators are responsible for frequently updating their resources capabilities with the Emergency Support Function 4.
- County and City law enforcement agencies (Emergency Support Function 16) can provide crowd control, security measures, roadway assessments, and ingress/egress actions to protect the public and property in, near and around areas involved in fore fighting operations; keep emergency forces informed of hazardous areas.
- City, County, and private utilities (Emergency Support Function 12) will coordinate with Emergency Support Function 4 to address fire prevention and suppression problems due to leaking natural gas, downed power lines, and water flow problems.
- County Office of the Engineer (Emergency Support Function 3) and other departments will provide road clearing equipment and other major resources needed to clear roadways in support of emergency response actions.
- The Public Safety Communications (Emergency Support Function 2) will provide radio communications support, to the extent possible, to support communications among various Fire Department agencies responding to the impacted areas.
- American Red Cross and other community agencies (Emergency Support Function 6) will provide field support to emergency response personnel (food, water, basic assistance, etc.).
- The Florida Fire Chiefs' Association will work with the Department of Financial Services by forwarding requests for fire fighting assistance to the five regional response zones designated in the State of Florida Fire-Rescue Disaster Response Plan (prepared by the Florida Fire Chiefs Association).
- The Department of Agriculture and Consumer Services, Division of Forestry serves as a primary agency during activation of the State Emergency Operations Center for a wildfire, will also request and coordinate the use of all State controlled and/or Forestry Agency Compact assets that are ordered for control of wildfires.

G. FINANCIAL MANAGEMENT

1. Emergency Support Function 4 is responsible for managing financial matters related to resources that are procured and used during an event. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event. If a federally declared disaster exists, then a reimbursement formula is established by the Federal Emergency Management Agency that may be as much as 100 percent, but usually does not exceed 75 percent.

2. This section will coordinate closely with the Logistics Section to ensure that procurements and staff hours are properly documented and processed for payment and potential reimbursement. It will also be responsible for following up all financial issues after response has ceased by coordinating with Emergency Management officials, the State Division of Emergency Management fiscal agents and the Federal Emergency management Agency fiscal agents and directly with vendors as necessary.

3. Expenditures by other department entities will be documented by those entities and submitted directly to the Finance/Administration Section or a designated Finance Service officer as soon as possible.

Emergency Support Function (ESF) 5

Information and Planning

Primary Agency: Marion County Emergency Management

Support Agencies: Marion County Growth Services
Marion County Property Appraiser
Marion County Fire Rescue
Ocala Police Department
Marion County Sheriff's Office
Marion County Clerk of the Court, Finance Division

I. Purpose

The purpose of ESF 5 is to: 1) collect, analyze, and disseminate tactical information on the nature, scope and potential impacts of an incident or major disaster; 2) use this intelligence to support the Command Group, Logistics, and Operations in their impact assessment and response missions; and 3) identify and anticipate future needs and resource requirements, and incorporate this analysis into Incident Action Plans.

II. Concept of Operations

A. General

1. Emergency Support Function 5 is organized consistent with the Incident Command System in order to provide incident assessment, planning, procurement, deployment, coordination and support operations to Marion County through the Marion County Emergency Management Team, Area Operations and State Emergency Response Teams to assure a timely and appropriate response to an emergency or situation.

2. Procedures protocols and plans for disaster response activities are developed to govern staff operations at the Marion Emergency Operations Center and in the field. These are in the form of Emergency Operations Plan (i.e. Base Plan) and corresponding Appendices, Incident Annexes, Support Annexes and Standard Operating Guidelines, which describe Emergency Support Function 5 capabilities.

3. In a large event requiring local or state mutual aid assistance, Emergency Support Function 5 will work with its support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.

4. The development of a fully functional, effective, and sustainable ESF 5 capability for Marion County will be guided by the following principles:

   a. All Emergency Support Functions will be fully integrated into all phases of ESF 5.

   b. ESF 5 will address the potential impacts of natural, technological, and man-made hazards.

   c. Planning for recovery will begin on Day 1 of the event through ESF 5.

   d. Emphasis will be given to pre-disaster planning for post-disaster utilization of disaster intelligence to support Incident Action Planning.

   e. Greater use will be made of proven technologies to support ESF 5, including HAZUS-MH, GIS, SLOSH, Hurrivac, and remote sensing.

5. Information and Planning will give priority to five fundamental, interrelated functions:

   a. Use of technology and human intelligence to collect, analyze, and disseminate information on disaster impacts, including direct impacts (people, buildings, infrastructure) and indirect impacts (debris generated, hazmat releases)

   b. Assess the capabilities of local government, the business community, and volunteer agencies to effectively respond to the disaster.

   c. Assess and prioritize the immediate needs of impacted communities and neighborhoods.

   d. Incorporate the analyses into Incident Action Plans that establish operational objectives, and identify resource requirements to accomplish these objectives.

   e. Utilize an Incident Action Matrix to establish priorities, assign tasks to agencies, and track progress in meeting objectives.

B. ORGANIZATION

1. COUNTY

   a. During an activation of the County Emergency Operations Center, support agency staff is integrated with the Emergency Management Department staff to provide support that will allow for an appropriate, coordinated, and timely response.

   b. The Emergency Management Department develops and maintains the overall Emergency Support Function 5 Emergency Operations Plan and accompanying Appendices, annexes and Standard Operating Guidelines that govern response actions related to emergencies. However support agencies may develop and maintain their own similar documents for internal use, which must be compatible with and in support of the overall Emergency Operations Plan. Consistent with NIMS, ESF 5 will establish and integrate four interrelated intelligence and planning functions: 1) Intelligence; 2) Planning; 3) Documentation; and 4) Technical Services if needed.

2. AREA

a. The Florida Division of Emergency Management serves as the lead agency for Information and Planning coordination and support and will designate a liaison to the EOC from the Regional Office and/or the Regional Domestic Security Task Force (RDSTF). The liaisons have been trained to carry out Emergency Support Function 5 responsibilities and will function as coordinators, assessors, and operational personnel in support of EOC or field activities.

C. ALERTS/NOTIFICATIONS

1. The Emergency Management Division will notify the County Warning Point when information comes to their attention indicating that an emergency or disaster situation is developing. The report will include all relevant information that is known at the time.

2. Upon instructions to activate ESF 5, the Emergency Management Department will implement procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

D. ACTIONS

Actions carried out by Emergency Support Function 5 are grouped into phases of emergency management: prevention, preparedness, protection, response, recovery, and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. Emergency Support Function 5 encompasses a full range of activities from training to the provision of field services.

1. PREPAREDNESS ACTIONS

Priority will be given to developing an enhanced ESF 5 capability in Marion County as part of an ongoing effort to ensure operational readiness for major or catastrophic disasters. This section highlights four key preparedness initiatives.

Intelligence Collection and Analysis

The ability to acquire, analyze, and disseminate information and intelligence on disasters and their impacts is fundamental to effective use of intelligence to establish operational and logistical objectives and priorities. Intelligence can be collected, analyzed, and used in support of three overlapping phases of disaster operations: pre-landfall (hurricanes); impact assessment and immediate response; and sustained response and initial recovery.

- *Pre-disaster* analyses (predicted impacts), which use HAZUS-MH, SLOSH and other predictive tools to estimate disaster impacts.
- Immediate, post-disaster *impact assessments*, which focus on: 1) disaster impacts on people, buildings, and infrastructure – with emphasis on

assessments of functionality of essential services; and 2) local response capabilities and immediate needs.

- Post disaster *damage assessments*, which assess buildings, infrastructure, debris and

Intelligence on predicted and observed disaster impacts will be used by ESF 5 to assess Marion County ESF capabilities (response and recovery).

Incident Action Planning

Disaster intelligence will provide critical input to the Incident Action Plan (IAP), which provides:

- current information that accurately describes the incident situation and resource status;
- predictions of the probable course of events;
- alternative strategies to attain critical incident objectives; and
- an accurate, realistic IAP for the next operational period.

In a hurricane operation, the National Hurricane Center issues Hurricane Advisories every six hours, and this information can be used by HAZUS-MH and other tools to estimate the area of impact, and potential impacts on people, buildings, and infrastructure. The IAP planning cycle should be synchronized to coincide with the six hour NHC Advisory cycle:

Training

Training is a critical Preparedness component of ESF 5. The objective is to develop and sustain a capability in Marion County to routinely implement each phase and function of ESF 5. Accordingly, training will address the following:

- ESF 5 – Planning and Information – overview of key components of ESF 5; role, requirements and integration of ESF 5 under NIMS.
- Intelligence and Analysis - procedures for identifying, collecting, prioritizing and utilizing intelligence.
- Use of Predictive Models – coordination with Florida DEM in use of HAZUS-MH and SLOSH for rapid needs assessment; templates; SOPs; identification of needed local expertise (GIS)
- Preparation and Utilization of Incident Action Plans

Exercises

Consistent with NIMS, Marion County may incorporate ESF 5 plans and procedures into exercises that will be conducted at the local and State level.

2. RESPONSE ACTIONS

The effectiveness of a response operation will be a function in large part by the ability of ESF 5 to generate accurate, timely and usable disaster intelligence *prior*

to, during and *after* an event occurring. Specific operational objectives and standards are outlined below, to guide the continued development of ESF 5 in Marion County.

3. RECOVERY ACTIONS

A Recovery Planning Unit may be established in the Marion County ESF 5. Its mission will be to use disaster intelligence – including disaster impacts on the population, buildings, and infrastructure – to identify major recovery issues, needs, priorities, and short-term strategies. The need for a Recovery Unit in ESF 5 is in acknowledgement of the following factors:

- As reflected in the figure below, planning for recovery should begin with initial analyses of the potential impacts of the disaster (for hurricanes, in the pre-landfall phase). Recovery planning under ESF 5 will address the following:

  - Building inspection requirements and priorities
  - Emergency and temporary housing issues
  - Business impacts (direct and indirect)
  - Debris management
  - Route clearance
  - Utilities restoration

Recovery Planning

Mitigation Actions

Pre- and post-disaster analyses of disaster impacts on buildings, infrastructure, and the general population can be used to support mitigation decision-making. Examples include:

- Analysis of the performance of essential facilities (hospitals, shelters, police, and fire) in scenario disasters can be used in mitigation measures to strengthen these facilities.
- Analysis of community economic impacts – including the total percentage of building stock damaged in disaster and replacement values – can be used in setting mitigation and recovery goals and priorities.
- The Local Mitigation Strategy Steering Committee can use ESF 5 analysis in adjusting mitigation goals, objectives, and priorities.

E. DIRECTION AND CONTROL

1. Emergency Support Function 5 complies with the Incident Command System (composed of Planning, Operations, Logistics and Finance/Administration Sections with their standardized forms and terminology) to manage its emergency/disaster responsibilities. Key to this system is the Emergency Management, which functions as the official disaster prevention, protection, response, preparedness, recovery, and mitigation organization within Marion County. Emergency Management also serves as the focal point for Emergency Support Function 5 activities. It is responsible for ensuring that all appropriate program departments, support agencies, other Emergency Support Functions, and

other private voluntary agencies have knowledge about the system and Emergency Support Function 5 expectations, as well as coordinate and cooperate efficiently during an event.

2. The Emergency Support Function 5 system operates in two arenas; 1) The County Emergency Operations Center; 2) field locations.

3. During emergency activations, all management decisions regarding County or regional response are made at the County Emergency Operations Center by the Emergency Support Function 5 coordinator. Under the Incident Command System structure, the Planning, Logistics, Finance/Administration, and Operations Section Coordinators and staff at the County Emergency Operations Center assist the commander in carrying out the overall mission.

4. A staffing directory and the Emergency Support Function 5 Emergency Operations Plan, its accompanying Appendices, Annexes, and Standard Operating guidelines are maintained by the Emergency Management with status of the call lists updated at least annually.

5. In accordance with a mission assignment from Emergency Support Function 5, and further mission tasking by a Local primary agency, each support organization assisting Emergency Support Function 5 assignment will retain administrative control over its own resources and personnel but will be under the operation control of Emergency Support Function 5.

F. RESPONSIBILITIES

1. PRIMARY AGENCY – EMERGENCY MANAGEMENT

- Direct and manage the ESF 5 function, including the four branches: Intelligence, Planning, Technical Services, and Documentation.
- Collect and process information received from Rapid Impact Assessment Teams (RIAT) and predictive models, analyze this information, and share with the Planning section.
- Identify and train County staff to support the (4) ESF 5 sections, as outlined in the Plan.
- Ensure that requests for RIAT and RRT are forwarded to the SEOC in accordance with SOP's.
- Coordinate the development and implementation of the Preparedness activities, as outlined in the Plan.
- Coordinate with ESF 5 in the Florida Division of Emergency Management (DEM) in accessing and utilizing analysis from HAZUS-MH, SLOSH, and other tools to support the Intelligence section.
- Coordinate with ESF 7, Resource Management, to ensure that all available resources are logged and requests for resources are filled.
- Ensure that copies of all news releases and situation reports are transmitted to the SEOC (if present, this will be the responsibility of a SERT Liaison).

2. SUPPORT AGENCIES

(Note: Each Support Agency should review its own roles and responsibilities and revise in conjunction with the Emergency Management)

- The Property Appraisers Office is responsible for the establishment, staffing, and training of damage assessment teams within their jurisdiction. Teams will consist of County/City staff, supplemented with local specialists, and be deployed to impacted areas to perform preliminary damage assessments.
- The Road Department will support the damage assessment teams by providing staff to inspect roads and bridges.
- The Volunteer fire departments will assist in conducting needs assessments during their search and rescue operations. These reports will be transmitted to the ESF 4 representative who will forward the information to ESF 5.
- The Department of Health, Environmental Health Services will collect information and intelligence on estimated damages to health and medical facilities, and identification of potential impediments to response and immediate recovery.
- The Marion County School Board will provide intelligence transportation requirements and potential shortfalls in moving evacuees to designated shelters.
- The American Red Cross will provide information and analysis on shelter needs, shortfalls, potential impediments to the shelter mission and forecasts of future shelter requirements.

G. FINANCIAL MANAGEMENT

1. Emergency Support Function 5 is responsible for managing financial matters related to resources that are procured and used during an event. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event. If a federally declared disaster exists, then a reimbursement formula is established by the Federal Emergency Management Agency that may be as much as 100 percent, but usually does not exceed 75 percent.

2. Expenditures by support entities will be documented by those entities and submitted directly to the Finance/Administration Section or a designated Finance Service officer as soon as possible.

Emergency Support Function (ESF) 6

Mass Care

Primary Agency: Marion County Emergency Management

Support Agencies:
American Red Cross
United Way
Salvation Army
Interfaith
Marion County Fire Rescue
Marion County Public Schools
Marion County Senior Services
Marion County Sheriff's Office
College of Central Florida
Community Foundation for Ocala/Marion County

I. Purpose

The purpose of Emergency Support Function 6 is to coordinate the emergency provision of temporary shelters, emergency mass feeding, and the bulk distribution of coordinated relief supplies for victims of a disaster and disaster workers. Emergency Support Function 6 resources are used when individual agencies are overwhelmed and County Emergency Response Team requests additional mass care, mass feed assistance, and bulk distribution of coordinated relief supplies.

II. Concept of Operations

A. General

1. Emergency Support Function 6 is organized consistent with State Emergency Operations Center and the requirements of the National Response Plan, the National Incident Management System, and the Incident Command System. This structure and system support incident assessment, planning, procurement, deployment, and coordination and support operations to Marion County through the Marion County Emergency Management Team, Area Operations, and State Emergency Response Teams to assure a timely and appropriate response to an emergency or situation.

2. Procedures protocols and plans for disaster response activities are developed to govern staff operations at the Marion Emergency Operations Center and in the field. These are in the form of Emergency Operations Plan (i.e., Base Plan) and corresponding Appendices, Incident Annexes, Support Annexes and Standard Operating Guidelines, which describe Emergency Support Function 6 capabilities (based on the National Planning Scenarios, the Universal Task List, and the

Target Capabilities). Periodic training and exercises are also conducted to enhance effectiveness.

3. In a large event requiring local or State mutual aid assistance, Emergency Support Function 6 will work with its support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.

4. Throughout the response and recovery periods, Emergency Support Function 6 will evaluate and analyze information on requirements for mass care, mass feeding and bulk distribution of relief supplies; develop and update assessments of the mass care and mass feeding situation and status in the impact area; and undertake contingency planning to meet anticipated demands or needs.

5. When an event is focused in scope to a specific type or response mode technical and subject matter expertise may be provided by an appropriate person(s) from a supporting agency with skills pertinent to the type of event, who will advise and/or direct operations within the context of the Incident Command System structure.

6. The State of Florida has adopted ARC 3041 as model shelter guidelines. Regardless of the scale of the emergency or disaster, all shelters should be managed in accordance with these guidelines. The American Red Cross will train without charge shelter managers and shelter staff to operate shelters under American Red Cross guidelines.

7. ESF 8 has been tasked to address the requirements of persons with special needs, including their sheltering requirements. ESF 6 will coordinate with ESF 8 to ensure regular diet feeding at the special needs shelter. Special diet requirements will remain the responsibility of ESF 8.

B. ORGANIZATION

1. COUNTY

a. During an activation of the County Emergency Operations Center, support agency staff is integrated with the support agencies staff to provide support that will allow for an appropriate, coordinated, and timely response.

b. During an emergency or disaster event, the Emergency Operations Center, Operations Section Chief will coordinate the support resources from the support agencies.

c. During the response phase, Emergency Support Function 6 will evaluate and analyze information regarding mass care, mass feeding, and bulk distribution of relief supplies. Also, Emergency Support Function 6 will develop and update assessments of the mass care services status in the impact area and undertake contingency planning to meet anticipate demands and needs.

d. The Marion County Emergency Management develops and maintains the overall Emergency Support Function 6 Emergency Operations Plan and accompanying Appendices, Annexes and Standard Operating Guidelines that govern response actions related to emergencies. However support agencies may develop and maintain their own similar documents for internal

use, which must be compatible with and in support of the overall Emergency Operations Plan.

e. Emergency Support Function 6 falls under the Operations Section, and is closely coordinated with the other Emergency Support Functions that address basic needs of the impacted population: Food and Water (ESF 11), Volunteers and Donations (Emergency Support Function 15), Animal Protection (ESF 17) and Special Needs (ESF 8). Emergency Support Function 6 organization will be guided by the following:

- ESF 6, will provide input to the Operations Section in the assessment of the magnitude of the problem (ESF 5); the identification of operational priorities; and assessments of resources needs and potential shortfalls.
- Primary and support agencies will provide sufficient personnel to staff the Emergency Support Function 24 hours per day, seven days per week. The staff will be qualified persons able to facilitate decisions for the department they represent.
- Emergency Support Function 6 coordinator at the EOC will be the coordinating link or conduit for the operations during an emergency or disaster operation.
- The Red Cross chapter DOC will continuously provide support information to the Emergency Support Function 6 representative at the EOC by providing comprehensive reports on all sheltering and mass feeding operations. These comprehensive reports will address openings, closings, shelter locations, shelter censuses and mass feeding locations.
- Support agencies, other than those represented at the EOC, will coordinate all their responsibilities under Emergency Support Function 6. This information will be condensed and forwarded to the Emergency Support Function 6 representative at the EOC.
- The EOC leadership will determine the need to establish a County Staging Area to receive disaster related commodities from the State Logistics Staging Area or if directed from Federal Mobilization Sites or Federal Staging Areas. County Staging Areas receive these disaster commodities, account for them, store commodities as required, ship commodities to Points of Distribution, redirect and recover unused supplies.

2. AREA

a. The Human Services Branch Chief, in consultation with the requesting jurisdiction, may obtain additional mass care resources via established mutual aid agreements.

b. The Florida Department of Business and Professional Regulation serve as the lead agency for Emergency Support Function 6 coordination and support and will designate a liaison to the EOC from the Regional Office and/or the Regional Domestic Security Task Force (RDSTF). The liaisons have been trained to carry out Emergency Support Function 6 responsibilities and will function as coordinators, assessors, and operational personnel in support of EOC or field activities.

C. ALERTS/NOTIFICATIONS

1. The County Warning Point will notify the Marion County Emergency Management when information comes to their attention indicating that an emergency or disaster situation is developing. The report will include all relevant information that is known at this time. Additional information should be reported as it becomes available.

2. Emergency Support Function 6 will be activated or placed on standby upon notification by the County Emergency Management Department. The primary and support Mass Care representatives or designees will jointly manage the emergency activities of Emergency Support Function 6.

3. Upon instructions to activate Emergency Support Function 6, the applicable agencies will implement procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

D. ACTIONS

Actions carried out by Emergency Support Function 6 are grouped into phases of emergency management: prevention, preparedness, protection, response, recovery, and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. Emergency Support Function 6 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services.

- Assessment of the potential disaster impacts on the general population, including vulnerable groups that are identified in the Basic Plan.
- Emergency responder health and safety.
- Mental health and crisis counseling for responders.

1. PREPAREDNESS ACTIONS

a. General

- Actions and activities that develop Mass Care response capabilities may include planning, training, orientation sessions, and exercises for Emergency Support Function 6 personnel (i.e., County, State, Regional, and Federal) and other emergency support functions that will respond with Emergency Support Function 6. This involves the active participation on inter-agency preparedness organizations, which collaborate in such activities on a regular basis.
- Conduct planning with Emergency Support Function 6 support agencies, Regional Domestic Security Task forces, and other emergency support functions to refine Mass Care operations.
- Conduct training and exercise for EOC and Mass Care Team members.

- Prepare and maintain emergency operating procedures, resource inventories, personnel rosters, and resource mobilization information necessary for implementation of the responsibilities of the lead agency. Ensure lead agency personnel are trained in their responsibilities and duties.
- Develop and present training courses for Emergency Support Function 6 personnel, provide information on critical facilities to the County Emergency Management and develop protocols for frequently provided services.
- Maintain liaison with support agencies.
- Participate in all hazards exercises involving Emergency Support Function 6.

b. Shelter Planning

- Work with local government, and voluntary service delivery units, Marion County Emergency Management, Marion County School District, and other applicable agencies in activities related to survey the suitability of facilities to be used as shelters utilizing Florida State standards adopted from ARC 4496 as guidelines.
- Maintain and annually update a roster of primary contact Emergency Support Function 6 Personnel representing each agency under ESF 6.
- Coordinate closely with the EOC and Emergency Management to ensure an annually updated shelter list is available and maintained at the EOC.
- Work with EOC to ensure an up-to-date comfort station resource list is available from the supporting agencies under Emergency Support Function 6.
- Coordinate with the EOC in the assessment of public need to determine the opening or closing of public shelters before and after an emergency or disaster event.

c. Mass Feeding

- Coordinate with Emergency Support Function 5 and Emergency Support Function 11 to develop and refine procedures for establishing and operating mass feeding sites, to be operated by volunteer agencies.
- Coordinate with Logistics in establishing, managing, and supplying mass feeding sites.

2. RESPONSE ACTIONS

a. General

- Coordinate operations of Emergency Support Function 6 in the County Emergency Operations Center and/or at other locations as required.
- Establish and maintain a system to support on-scene direction and control and coordination with county EOC, regional task force and State EOC.

- Activate mutual aid procedures to assist with supporting issues related to a terrorist event.
- Implement mass care support RDSTF in the investigation of a terrorist attack.
- Pre-position response resources when it is apparent that Mass Care resources will be necessary. Relocate Mass Care resources when it is apparent that they are endangered by the likely impacts of the emergency situation.
- Monitor and direct public works and engineering resources and response activities.
- Participate in EOC briefings, Incident Action Plans, Situation Reports, and meetings.
- Coordinate with support agencies, as needed, to support emergency activities.
- Obtain County resources through the County Comprehensive Emergency Management Plan (CEMP); coordinate all resources into the affected areas from designated staging areas.
- Coordinate with other County Emergency Support Functions to obtain resources and to facilitate an effective emergency response among all participating agencies.

b. Shelter Management

- Once the CEMP is activated, Emergency Support Function 6 will be organized in a manner that ensures rapid response to the mass care needs of people affected by a disaster. When activated, agencies in ESF 6 will operate under these plans and financially support their own activities.
- Emergency Support Function 2: Ensure that each shelter has a working communications system and has contact with Marion County EOC and the Marion County Public Schools. This may include radio, telephone, and/or cellular telephone communication devices. The ESF 6 Representative at the EOC will keep the EOC director and ESF 2 informed about any unmet need regarding communications.
- Open shelters in accordance with public need as assessed by the managing agency and county emergency management.
- Monitor occupancy levels and ongoing victim's needs and will provide the EOC with a daily listing of "Open" shelters.

c. Mass Care

- Coordinate with Emergency Support Function 8 (Health and Medical) to ensure people at mass care sites with the need for a level of care higher than the standard first aid will have their need addressed.
- Ensure that a sufficient number of first aid trained and qualified personnel are stationed at each mass care site.
- Coordinate with Emergency Support Function 15 (Volunteers and Donations) regarding the use and coordination of voluntary agencies who spontaneously engage in providing mass care.

- Emergency Support Function 12 (Energy): Provide for power service restoration to mass care sites and for the acquisition of supplemental power sources.
- Emergency Support Function 16 (Law Enforcement): Provide security resources needed at mass care sites. Marion County Sheriff's Department provides security at shelter, and Mass care facility locations in the county provide security at shelter and Mass care facility locations in the city limits.

d. Mass Feeding

- Provide information to and coordinate with Emergency Support Function 5 and Emergency Support Function 11 regarding mass feeding sites established by the American Red Cross, Salvation Army, United Way, Interfaith, Marion County Churches, and other volunteer agencies.
- Coordinate with Emergency Support Function 5 and Emergency Support Function 11 to establish mass feeding sites operated by volunteer agencies. The first priorities of mass feeding activities will be disaster victims. Emergency workers will be encouraged to utilize established mass feeding sites in lieu of individual site distribution.
- Coordinate mass feeding locations to ensure optimal logistics for public service based on emergency needs.
- Emergency Support Function 3 (Public Works and Engineering) and Emergency Support Function 8: Coordinate sanitation provisions through daily inspection and garbage removal from mass sheltering and feeding sites.
- Emergency Support Function 11 and Emergency Support Function 15: Coordinate with Emergency Support Function 6 in provision of food and water to mass feeding sites. This will include procuring food from the USDA, donations, and private vendors.
- Emergency Support Function 11: Coordinate with Emergency Support Function 6 to identify the need for storage and distribution of food for mass feeding sites.
- Provide staffing in the EOC under coordination of the lead agency if required. Agencies may be called upon to supply clerical/ administrative personnel.

3. RECOVERY ACTIONS

- Continuously monitor occupancy levels and ongoing victims' needs and will provide the EOC with a daily listing of open shelters.
- Ensure a copy of the Shelter Registration Form will be forwarded to the American Red Cross "Disaster Welfare Inquiry", this form will have a post disaster address for each person housed at the shelters who provided that information upon their final departure. This will assist in reuniting families that may have been separated during the disaster incident.
- Coordinate the consolidation of shelters, staff, resources (i.e., communications and law enforcement), and supplies as sheltering needs diminish.

- Continue to coordinate with Emergency Support Function 5, Emergency Support Function 11, and Emergency Support Function 15 to establish and maintain mass and mobile feeding sites. The need and location of these sites will be reviewed and evaluated daily. Sites may be closed when no longer needed and feeding routes for mobile units should be established or changed according to need.

4. MITIGATION ACTIONS

- Participate in shelter deficit reduction strategies/activities and shelter demand studies.
- Work with the Marion County Emergency Management on public education programs to reduce shelter demand.
- Educate citizens on disaster preparedness activities.

E. DIRECTION AND CONTROL

1. Emergency Support Function 6 complies with the National Response Plan, and the National Incident Management System (NIMS). The NIMS guides the direction and control system adopted by Emergency Management, which functions as the official disaster prevention, protection, response, preparedness, recovery, and mitigation organization within Marion County.

2. The Emergency Support Function 6 system operates at two levels: 1) County Emergency Operations Center; and 2) Field operations.

3. During emergency activations, all management decisions regarding County or regional response are made at the County Emergency Operations Center by the Emergency Support Function 6 coordinator. Under the Incident Command System structure, the Planning, Logistics, Finance/Administration, and Operations Sections staff at the County Emergency Operations Center assist the commander in carrying out the overall mission.

4. All Mass Care field personnel are subordinate to the Emergency Support Function 6 at the County Emergency Operations Center.

F. RESPONSIBILITIES

1. PRIMARY AGENCY: EMERGENCY MANAGEMENT

a. Provide training in Emergency Support Function 5, including the use of disaster intelligence to support decision-making (pre- and post-disaster).

b. Support first responders, including provision of food and water.

c. Coordinate with Emergency Support Function 6 in addressing employee well-being issues, particularly in major disasters that place a burden on emergency managers.

2. Support Agencies

(NOTE: Each Support Agency should review its own roles and responsibilities)

a. Marion County Public Schools

- Marion County Public Schools will represent Emergency Support Function 6 (Mass Care) and the support agencies during activation of the EOC due to an emergency or disaster.
- The MCPS will open impact shelters and establish fixed feeding sites within the shelters. First aid and counseling will be available at mass care sites.
- The MCPS will develop and maintain a roster of personnel to staff an ESF desk. Ensure the presence of resource materials in sufficient quantities in the ESF EOC location. These materials would include:
  - Shelter listings for Marion and Surrounding Counties.
  - Locations of all operating mass feeding sites and major feeding routes.
  - Provide buses for logistical supplies to the shelters.

b. American Red Cross

- Support Emergency Support Function 6 sheltering activities with personnel and facilities.
- The ARC will open host shelters and establish fixed feeding sites within the shelters. First aid and counseling will be available at mass care sites.
- Support Emergency Support Function 6 by providing personnel and equipment to assist with accomplishing its Mass Care mission responsibilities.
- Support Emergency Support Function 6 mass feeding through ARC resources.

d. FDOH in Marion County

- Supply personnel and equipment to provide medical services in shelters.
- Assist through Emergency Support Function 8 in supplying personnel and equipment to provide emergency transportation of medically needy persons from shelters to more advanced care facilities.
- Under Emergency Support Function 8, Emergency Medical Services will assist in providing mass care to persons with special needs.
- Emergency Support Function 8 will supply personnel to monitor and control public health factors to prevent the spread of decease at mass care sites (see ESF 8 for details).

e. Marion County Sheriff's Department

- Assist through Emergency Support Function 16 in supplying personnel and equipment to provide security at Mass Care sites (see ESF 16 for details).

f. Municipal Police Department

- Assist through Emergency Support Function 16 in supplying personnel and equipment to provide security at Mass Care sites (see ESF 16 for details).

g. Salvation Army

- Support Emergency Support Function 6 with information regarding Salvation Army services in the impacted area. Provide staff to the ESF 6 desk when requested. Supply lists of Salvation Army personnel and facilities in Marion County to the Emergency Support Function 6 representative.
- The Salvation Army will establish mobile and fixed feeding sites. They are the primary agency for managing comfort stations. They will assist in the distribution of relief supplies. Provide crisis counseling, and supplement shelters where needed.

h. Volunteers of Marion County

- Refer spontaneous volunteers wishing to assist in providing Mass Care.
- Refer ad hoc voluntary and other groups wishing to assist in providing mass care.

i. Marion County Fire Rescue

- Supply personnel and equipment to assist with providing feeding support to the EOC and emergency workers.

G. Financial Management

1. Emergency Support Function 6 is responsible for managing financial matters related to resources that are procured and used during an event. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event. If a federally declared disaster exists, then a reimbursement formula is established by the Federal Emergency Management Agency that may be as much as 100 percent, but usually does not exceed 75 percent.

2. Expenditures by support entities will be documented by those entities and submitted directly to the Finance/Administration Section or a designated Finance Service officer as soon as possible.

Emergency Support Function (ESF) 7

Resource Support

Primary Agency: Marion County Emergency Management

Support Agencies: Marion County Finance Department
Marion County Clerk of the Court
Marion County Sheriff's Office
Private Partners
All agencies with resource needs during the event

I. Purpose

The purpose of Emergency Support Function 7 is to acquire the necessary resources to support disaster operations. Provide fiscal and logistical managerial support through timely and efficient acquisition and distribution of resources, purchasing, contracting, renting, and leasing of supplies and equipment. Provide coordination of the documentation of reimbursable expenditures as determined by the Federal Emergency Management Agency (FEMA).

II. Concept of Operations

A. General

1. Emergency Support Function 7 is organized consistent with State Emergency Operations Center and the requirements of the Incident Command System. This structure and system support incident assessment, planning, procurement, deployment, and coordination and support operations to Marion County through the Marion County Emergency Management Team, Area Operations, and State Emergency Response Teams to assure a timely and appropriate response to an emergency or situation.

2. Procedures, protocols and plans for disaster response activities are developed to govern staff operations at the Marion Emergency Operations Center and in the field. These are in the form of Emergency Operations Plan (i.e., Base Plan) and corresponding Appendices, Incident Annexes, Support Annexes and Standard Operating Guidelines, which describe Emergency Support Function 7 capabilities.

3. Resource needs during response and recovery operations will likely be met through the State Emergency Operations Center and/or Statewide Mutual Aid Agreement. Priority for resource acquisition will be given to those services and materials that are necessary to protect life and ensure the safety and security of survivors.
4. The focal point for all requests for resources will be the Emergency Operations Center (EOC). Resource requests unable to be provided by applicable ESFs will

be routed to the Logistics Section. In coordination with Logistics Section, the Emergency Support Function 7 representative will determine the sources of the needed resources. The Emergency Support Function 7 representative will follow procedures as outlined in the Logistics Standard Operating Procedures.

a. *Procurement Process*

- Equipment and materials will be procured from both intra-departmental and inter-departmental supplies. Requests unable to be filled by in-County inventories are procured by the Logistics Section from commercial vendors. Sources include assets within county government and the municipalities. During disaster situations, all resources within county government agencies are considered available. Coordination for such resource reallocation will be accomplished within the EOC. If necessary, reimbursement will be made in accordance with local directives.
- If needed supplies and equipment are not available within county government resources, Emergency Support Function 7 will attempt to purchase or lease them from commercial sources.
- When resources cannot be acquired through local sources, requests for these items will be made to the State EOC. These requests may be filled by state resources, Intra state mutual aid, interstate mutual aid, or federal resources.

  Note: The County will be responsible for costs incurred for resources brought in from outside sources. If the county has been declared for federal disaster assistance, funds expended for requested resource support are reimbursable.

- The Statewide Mutual Aid Agreement will be implemented as necessary to obtain required goods and services from other jurisdictions.
- Contracts for resources or services will be initiated by Emergency Support Function 7. Contracts will be managed by the agency responsible for the support provided.
- Emergency Support Function 7 will conduct operations in accordance with all local, state, and federal laws and regulations.
- In some cases, needed resources may be available thru donations and volunteers. Coordination will be maintained between Emergency Support Function 7 and Emergency Support Function 15 on a continual basis.
- Information is disseminated to volunteer groups, vendors and other governmental agencies that may supplement local resources in a variety of ways. Volunteer organizations have direct participation in emergency operations in Marion County.

5. Transportation requirements will be coordinated through Emergency Support Function 1.

    a. All available transportation assets will be used to deliver resources to affected areas.

    b. Sources include county and municipal assets, as well as those belonging to private nonprofit organizations.

    c. Existing County resources will be transported to the disaster area by the County department normally responsible for the resources.

    d. Commercial vendors are responsible for transportation of their own product/service.

6. Staging Areas.

    a. The County Staging Area is mission tasked and reports to the Logistics Section.

    b. Marion County Emergency Management office manages the CSA.

7. Storage Facilities. There are numerous storage facilities available throughout the county. Emergency Support Function 7 will identify and lease any further storage space that would be necessary. Leasing of additional buildings or warehouses is not anticipated due to the amount of property holdings by the County.

    a. The replacement of any damaged or destroyed facilities would be accomplished by relocating the affected personnel to other county-owned buildings, or space obtained as outlined above, temporarily until the damaged facilities can be repaired or replaced by County personnel or through contractual arrangements secured on an emergency basis through Emergency Support Function 7.

8. It is the responsibility of agencies receiving loaned property to maintain appropriate accountability of items received.

    a. Agencies will monitor and track loaned items.

    b. Documentation will be provided to lending organizations for their records.

B. ORGANIZATION

1. COUNTY

During an emergency or disaster, the primary and support agencies of Emergency Support Function 7 will assign personnel to the Marion County Emergency Operations Center. In addition, Emergency Support Function 7 will:

- Operate under the direction of Emergency Management.
- Operate throughout the emergency, either in the Marion County Emergency Operations Center, or at a location designated by the Finance/ Admin Chief in coordination with Emergency Management.
- Alert designated primary personnel of possible resource needs and to report to the Marion County Emergency Operations Center.

- Maintain liaison with other Emergency Support Functions and interested parties.
- At the tasking of the Logistics Chief, take action if another Emergency Support Function requires assistance in obtaining needed items. Emergency Support Function 7 finds a source for needed items and provides to the requesting emergency support function the name of the contact person, the price and schedule for when the material can be made available at the established location.
- Unless otherwise directed and in order to provide resource support when needed during disaster operations, the Emergency Support Function 7 function will be staffed on a 24 hour basis at the EOC.

C. ALERTS/NOTIFICATIONS

1. Notification of the impending disaster from the County EOC. Employees receive verbal notification of the status of the disaster. Employees are instructed to report to the EOC or other work assignments as needed. All employees are considered to be on stand-by and make themselves available by telephone, cellular phone, or pager.

D. ACTIONS

Actions carried out by Emergency Support Function 7 are grouped into phases of emergency management: prevention, preparedness, protection, response, recovery, and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service.

1. PREPAREDNESS ACTIONS

- Actions and activities that develop Resource capabilities may include planning, training, orientation sessions, and exercises for Emergency Support Function 1 personnel (i.e., County, State, Regional, and Federal).
- Assist in the coordination of documents for Emergency Declaration.
- Prepare documentation for public assistance requests from outside agencies and for impending damage survey reports (DSRs) from County departments and Constitutional Officers.
- Establish a work schedule for staff to report to the EOC before, during, and after the storm and a general outline of individual responsibilities.
- Pack office supplies, telephone lists, disaster files, and laptops for transfer to the EOC.
- Keep disaster file up to date with phone numbers of employees, State EOC, and FEMA representatives. Establish emergency contact persons for all support agencies and outside agencies who are likely applicants for public assistance. Obtain home phone, cellular, and/or pager numbers for each agency's designated contact persons.
- Place Clerk of Court personnel on standby or direct to staging areas with some facilities staffed for immediate response.

2. RESPONSE ACTIONS

- Coordinate operations of Emergency Support Function 7 in the County Emergency Operations Center and/or at other locations as required.
- Act as County representative agency for all FEMA communications and documentation requirements.
- Coordinate reporting of initial disaster information and estimates to the FEMA representative. Act as liaison between FEMA and all outside agency applicants for public assistance.
- Provide fiscal guidance, technical support, and funding options to the BOCC and EOC.
- Provide other support as requested by Emergency Management. Prepare budget transfers, amendments, or loan documents for approval by the BOCC.
- Fulfill other responsibilities as ESF-7 Lead Agency. Coordinate as necessary with the Office of the Clerk of the Court. Support agencies may be directed to deploy personnel and other resources.
- Activate, dispatch, and deactivate/recall resources utilizing EMConstellation. Procedures for creating missions in EMConstellation are contained in the EOC.
- Lease buildings for staging area warehouses, or to replace damaged or destroyed facilities.
- Provide communications resources in coordination with Emergency Support Function 2.
- Provide transportation resources in coordination with Emergency Support Function 1.
- Assist, facilitate, and coordinate contractual services between the County and commercial sources.
- Provide office furniture, equipment, and supplies from existing County inventories, or have them procured.
- Provide food and fuel in cooperation with Emergency Support Functions 11 and 12 respectively.
- The Emergency Management office will maintain records for all properties loaned to Emergency Support Function 7 in support of the County Emergency Operations Center by the state or federal governments.

3. RECOVERY ACTIONS

Emergency Support Function 7 will support the County's Logistics Section with providing logistical support for:

- Staff movement.
- Procuring equipment after disaster events.

4. MITIGATION ACTIONS

- Work with other county agency and local purchasing directors and other purchasing agents.

- Encourage local jurisdictions to work with the County Emergency Operations Center personnel to build data bases for acquisition of goods and services that may be needed for preparedness, response, and recovery.

E. DIRECTION AND CONTROL

1. Emergency Support Function 7 complies with the National Incident Management System.

2. The Emergency Management office is responsible to the BOCC for the operation of resources during normal operations and emergencies. In times of emergency, when the County Emergency Operations Center is in operation, the ESF 7 Coordinator works directly with the senior official in the emergency operations center to meet the needs of this support function.

3. Emergency Support Function 7 supports the Logistics Section.

F. RESPONSIBILITIES

1. PRIMARY AGENCY – MARION COUNTY EM

- Responsible for allocating and coordinating resources and support activities through Emergency Support Function 7. Designated support agencies will furnish resources as required. Such support will be terminated at the earliest practical time.
- Provide support staff for the procurement of commodities and services, the leasing of buildings, and other facilities and facilities management.
- Coordinate and allocate food, equipment, and supplies made available through current county stocks or if necessary, from commercial sources.
- Serve as the primary agency for Emergency Support Function 7 and be present at the Marion County Emergency Operations Center and/or on call at the Clerk of Court Offices on a 24-hour basis.
- Identify funding for emergency expenditures.
- Maintain records of expenditures.
- Keep the Board and County Coordinator informed of expenditure and reimbursement information.
- Coordinate recovery actions with FEMA to include the DSR process.
- Provide training to EOC agencies for proper financial management during disasters.
- Serve as County's point of contact for financial management activities

2. SUPPORT AGENCIES

(NOTE: Each Support Agency should review its own roles and responsibilities and revise in conjunction with the Marion County Clerk of Court)

Emergency Support Function support agencies (Finance, Information Resources & Purchasing) will provide manpower and any materials (additional computer hardware/software, vendor contacts, etc.) dependent on the characteristic needs of the impending disaster.

a. Purchasing

- Develop memorandums of understanding with vendors for essential items needed before and after a disaster.
- Provide staff in EOC to coordinate resource requests.
- Identify suppliers for resources.

b. Information Resources

- Protect vital County computer records.
- Provide staff assistance to EOC as requested.

G. FINANCIAL MANAGEMENT

1. The power to temporarily suspend such procedures and formalities is granted under Chapter 252.38 of Florida Statutes.
2. Once the Emergency Declaration is in effect Emergency Support Function 7, in conjunction with the support agencies, assumes the full responsibility for resource support for all BOCC departments and other Elected Officials within the guidelines of the Emergency Declaration.
3. All inter-departmental and a portion of intra-departmental procurement from existing inventories is handled on the departmental level with no assistance from Emergency Support Function 7. If this course is pursued, departments are instructed to document all transactions pursuant to FEMA audit requirements.
4. Resources obtained from outside sources (other governmental entities or commercial suppliers) are routed through Emergency Support Function 7 as necessary.
5. Expenditures for cost recovery are documented through the F-ROC forms during the incident and after the incident period. All response agencies work with Emergency Support Function 7 personnel in notifying the Department of Administration of expenditures based on standard accounting procedures.
6. Each county agency is responsible for tracking its own costs associated with Emergency Support Function 7operations, using the standard procedures established by the support agency's standard accounting and tracking procedures.
7. Each county agency will file for reimbursement of the costs it incurs through its own agency's accounting and reimbursement filing system. Each county agency is responsible for monitoring staff hours using its own tracking system, and requesting financial reimbursement for staff hours incurred in association with Emergency Support Function 7 operations.
8. The State Emergency Operations Center through the Marion County Emergency Operations Center will provide appropriate forms, and provide guidance to complete forms for efficient tracking and reimbursement.

Emergency Support Function (ESF) 8

Health and Medical

Primary Agency: Florida Department of Health in Marion County

Support Agencies: Marion County Fire Rescue
HCA Florida Ocala Hospital
Advent Health Hospital
American Red Cross
Medical Examiner's Office

I. Purpose

The purpose of Emergency Support Function 8 is to provide health and medical coordination in support of emergency events in Marion County. Emergency Support Function 8 can provide personnel and resources to support prevention, preparedness, protection, response, recovery, and mitigation in support of the primary emergency management objectives. The Emergency Support Function 8 Liaison is appointed by and located in the FDOH in Marion County and directs all aspects of emergency management. Emergency Support Function 8 resources are used when individual agencies are overwhelmed and the County Emergency Management Team requests additional Health and Medical assistance.

II. Concept of Operations

A. General

1. Emergency Support Function 8 complies with the Incident Management System. The NIMS guides the direction and control system adopted by Emergency Management, which functions as the official disaster prevention, protection, response, preparedness, recovery, and mitigation organization within Marion County.

2. Procedures protocols and plans for disaster response activities are developed to govern staff operations at the Marion Emergency Operations Center and in the field. These are in the form of Emergency Operations Plan (i.e., Base Plan) and corresponding Appendices, Incident Annexes, Support Annexes and Standard Operating Guidelines

3. In a large event requiring local or State mutual aid assistance, Emergency Support Function 8 will work with its support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.

4. Throughout the response and recovery periods, Emergency Support Function 8 will evaluate and analyze information regarding medical and public health assistance requests for response; develop and update assessments of the health and public health situation and status in the impact area and; undertake contingency planning to meet anticipated demands or needs.

5. When an event is focused in scope to a specific type or response mode (i.e., hospital evacuation, biological threat, hazardous materials release, pandemic disease or radiological event.) technical and subject matter expertise may be provided by an appropriate person(s) from a supporting agency with skills pertinent to the type of event, who will advise and/or direct operations within the context of the Incident Command System structure.

B. ORGANIZATION

1. COUNTY

a. During an activation of the County Emergency Operations Center, support agency staff is integrated with the Health Department staff to provide support that will allow for an appropriate, coordinated, and timely response.

b. During an emergency or disaster event, the Emergency Operations Center, Operations Section Chief will coordinate the support resources from the ESF 8.

c. During the response phase, Emergency Support Function 8 will evaluate and analyze information regarding health and public health assistance requests. Also, Emergency Support Function 8 will develop and update assessments of the Health and Medical status in the impact area and does contingency planning to meet anticipate demands and needs.

d. FDOH in Marion County and support agencies develop and maintains the overall Emergency Support Function 8 Emergency Operations Plan and accompanying Appendices, Annexes and Standard Operating Guidelines that govern response actions related to emergencies. However, support agencies may develop and maintain their own similar documents for internal use, which must be compatible with and in support of the overall Emergency Operations Plan.

C. ALERTS/NOTIFICATIONS

1. Marion County Health Department will notify the County Warning Point when information comes to their attention indicating that an emergency or disaster situation is developing. The report will include all relevant information that is known at this time. Additional information should be reported as it becomes available.

2. The County Warning Point will notify the Marion County EM when the county or an area of the County has been threatened or impacted by an emergency or disaster event as provided in the County Warning Point procedure.

3. Emergency Support Function 8 will be activated or placed on standby upon notification by Emergency Management. The primary and support Health and

Medical representatives or designees will jointly manage the emergency activities of ESF 8.

4. Upon instructions to activate ESF 8, FDOH in Marion County will implement procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

D. ACTIONS

Actions carried out by Emergency Support Function 8 are grouped into phases of emergency management: prevention, preparedness, protection, response, recovery, and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. Emergency Support Function 8 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services. The following services provide framework upon which actions will occur:

- Assessment of Health and Medical needs and potential impacts.
- Health and Medical personnel.
- Health and Medical equipment and supplies.
- Emergency responder health and safety.
- Radiological/chemical/biological hazards.
- Mental health and crisis counseling for responders.
- Health and Medical Public Information and risk communication.
- Health and Medical Management, Command and control of assets.
- Health and Medical activities related to terrorist threats and/or events.
- Evacuation support.
- Logistical Staging and Points of Distribution.
- Hazardous Materials facility support.

1. PREPAREDNESS ACTIONS

- Actions and activities that develop Health and Medical response capabilities may include planning, training, orientation sessions, and exercises for Emergency Support Function 8 personnel (i.e., County, State, Regional, and Federal) and other emergency support functions that will respond with Emergency Support Function 8. This involves the active participation on inter-agency preparedness organizations, which collaborate in such activities on a regular basis.
- Jointly address with State Health and Medical the planning issues on an on-going basis to identify response zones, potential staging areas, and potential medical facilities and establish specialized teams.
- Conduct planning with Emergency Support Function 8 support agencies, Regional Domestic Security Task forces, and other emergency support functions to refine Health and Medical operations.
- Develop and refine procedures to be used in the following field surveys: Rapid Impact Assessment (i.e., recon), Community Health and Medical assessment.

- Conduct training and exercise for EOC and Health and Medical Team members.
- Prepare and maintain emergency operating procedures, resource inventories, personnel rosters, and resource mobilization information necessary for implementation of the responsibilities of the lead agency. Ensure lead agency personnel are trained in their responsibilities and duties.
- Develop and implement emergency response and Health and Medical strategies.
- Develop and present training courses for Emergency Support Function 8 personnel, provide information on critical facilities to the County Emergency Management and develop protocols for frequently provided services.
- Maintain liaison with support agencies.
- Participate in all hazards exercises involving Emergency Support Function 8.

2. RESPONSE ACTIONS

- Coordinate operations of Emergency Support Function 8 in the County Emergency Operations Center and/or at other locations as required.
- Establish and maintain a system to support on-scene direction and control and coordination with county EOC, regional task force and State EOC.
- Establish Mutual Aid procedures for the following resources; Specialized Medical Assistance Response Teams, Hazardous Materials, Disaster Mortuary Operational Response Team, Interoperable Communications and Command Vehicles, Resource Management and Logistical Support
- Deploy Impact Assessment Teams to determine post-storm impact to Emergency Services functional group resources and ability to perform Continuity of Operations of essential functions.
- Support Health and Medical RDSTF in the investigation of a terrorist attack.
- Preposition response resources when it is apparent that health and medical resources will be necessary. Relocate health and medical resources when it is apparent that they are endangered by the likely impacts of the emergency situation.
- Monitor and direct Health and Medical resources and response activities.
- Participate in EOC briefings, Incident Action Plans, Situation Reports, and meetings.
- Coordinate with support agencies, as needed, to support emergency activities.
- Obtain County resources through the County Comprehensive Emergency Management Plan (CEMP); coordinate all resources into the affected areas from designated staging areas.
- Coordinate with other County ESFs to obtain resources and to facilitate an effective emergency response among all participating agencies.

3. RECOVERY ACTIONS

- Continue to provide support as required until response activities are concluded or until they can be managed and staffed by the primary incident agency or jurisdictions.
- Continue to provide support as required to support the recovery phase.
- Initiate financial reimbursement process for these activities when such support is available.

4. MITIGATION ACTIONS

- Identify and seek funds for retrofitting critical facilities and providing auxiliary power.
- Provide personnel as available with the appropriate expertise to participate in activities designed to reduce or minimize the impact of future disasters.

E. DIRECTION AND CONTROL

1. Emergency Support Function 8 complies with the Incident Management System.

2. The Emergency Support Function 8 system operates at two levels 1) County Emergency Operations Center; and 2) Field operations.

3. During emergency activations, all management decisions regarding County or regional response are made at the County Emergency Operations Center by the Emergency Support Function 8 coordinator. Under the Incident Command System structure, the Planning, Logistics, Finance/Administration, and Operations Sections and staff at the County Emergency Operations Center assist the commander in carrying out the overall mission.

4. All Health and Medical field personnel are subordinate to the Emergency Support Function 8 at the County Emergency Operations Center.

5. In accordance with a mission assignment from Emergency Support Function 8, and further mission tasking by a local primary agency, each support organization assisting Emergency Support Function 8 assignment will retain administrative control over its own resources and personnel but will be under the operation control of Emergency Support Function 8.

F. RESPONSIBILITIES

1. PRIMARY AGENCY – FDOH in Marion County

- Provide leadership in directing, coordinating, and integrating overall County efforts to provide Health and Medical assistance to affected areas and populations.
- Staff and operate a National Incident Management system compliant command and control structure (i.e., Incident Command System) to assure that services and staff are provided to areas of need.
- Coordinate and direct the activation and deployment of County agencies Health and Medical service personnel, supplies, and equipment and provide certain direct resources.

- Evaluate the emergency, make strategic decisions, and identify resource needs and secure resources required for field operations.
- Coordinate supplemental assistance in identifying and meeting the Health and Medical needs of disaster victims.
- Implement the organization, assignment, and staffing at the facilities at which ESF 8 is required to be located.

2. SUPPORT AGENCIES

(NOTE: Each Support Agency should review its own roles and responsibilities and revise in conjunction with the Marion County Health Department)

- Support agencies will provide assistance to the Emergency Support Function with services, staff, equipment, and supplies that compliment the entire emergency response effort as the County Emergency Management Team addresses the consequences generated by the hazards that may impact the County (i.e., severe weather, tropical cyclones, environmental biological, terrorism, technological, and mass migration, etc.). Because services and resources are subject to change from time to time, emergency coordinators are responsible for frequently updating their resources capabilities with the Emergency Support Function 8.
- Emergency Management will provide EOC support, conduct briefings, direct needs assessments, distribute key information, and serve as liaison to the State EOC to request resources.
- Marion County Fire Rescue coordinates the evacuation of patients from disaster areas when deemed appropriate, transport of victims to medical facilities outside the at risk area in accordance with approved Trauma Transport Protocols, transport needs with ESF 1, and coordinate the following resources; ALS/BLS vehicles, Emergency Medical Technicians, and Paramedics, EMS procurement, aircraft transport and ensure the health and safety of emergency responders.
- Medical Examiners Office will assure the provision for decedent identification and mortuary services including temporary morgue services in accordance with established, victim identification protocol, preparing and disposing of remains, coordinate with the ARC on victim identification, mortuary protocol for family notification in accordance with established ARC procedures.

Hospitals will:

- Provide contact information regarding Hospital Incident Command structure upon EOC activation.
- Provide, as required, staff representation to Emergency Support Function 8 to participate in ongoing planning and decision making.

G. FINANCIAL MANAGEMENT

1. Emergency Support Function 8 is responsible for managing financial matters related to resources that are procured and used during an event. During a response, each agency/department is responsible for recording and tracking its

own expenditures and seeking reimbursement from the appropriate resource after the event. If a federally declared disaster exists, then a reimbursement formula is established by the Federal Emergency Management Agency that may be as much as 100 percent, but usually does not exceed 75 percent.

2. This section will coordinate closely with the Logistics Section to ensure that procurements and staff hours are properly documented and processed for payment and potential reimbursement. It will also be responsible for following up all financial issues after response has ceased by coordinating with Emergency Management officials, the State Division of Emergency Management fiscal agents and the Federal Emergency management Agency fiscal agents and directly with vendors as necessary.

3. Expenditures by support agencies will be documented by those entities and submitted directly to the Finance/Administration Section or a designated Finance Service officer as soon as possible.

Emergency Support Function (ESF) 9

Search and Rescue

Primary Agency: Marion County Fire Rescue

Support Agencies: City of Ocala Fire Rescue
City of Ocala Police Department
Marion County Sheriff's Office

I. Purpose

The purpose of Emergency Support Function 9 is to provide search and rescue coordination and support services in support of emergency events in Marion County. Emergency Support Function 9 can provide personnel and resources to support prevention, preparedness, protection, response, recovery, and mitigation in support of the primary emergency management objectives.

II. Concept of Operations

A. General

1. Emergency Support Function 9 is organized consistent with the State Emergency Operations Center and the Incident Command System in order to provide incident assessment, planning, procurement, deployment, coordination and support operations to the Marion County Emergency Management Team, Area Operations and State Emergency Response Team officials to assure a timely and appropriate response to an emergency/disaster event.

2. Procedures protocols and plans for disaster response activities are developed to govern staff operations at the Marion Emergency Operations Center and in the field. These are in the form of NIMS compliant Emergency Operations Plan (i.e., Base Plan) and corresponding Appendices, Incident Annexes, Support Annexes and Standard Operating Guidelines

3. In a large event requiring local and State mutual aid assistance, Emergency Support Function 9 will work with its support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.

4. Throughout the response and recovery periods, Emergency Support Function 9 will evaluate and analyze information regarding search and rescue, and prevention requests for response, develop and update assessments of the search and rescue situation and status in the impact area, and do contingency planning to meet anticipated demands or needs.

5. When an event is focused in scope to a specific type or response mode technical and subject matter expertise may be provided by an appropriate person(s) from a supporting agency with skills pertinent to the type of event, who will advise and/or direct operations within the context of the Incident Command System structure.

B. ORGANIZATION

1. COUNTY

a. During an activation of the County Emergency Operations Center, support agency staff is integrated with the Marion County Sheriff's Office staff to provide support that will allow for an appropriate, coordinated, and timely response.

b. During an emergency or disaster event, the Emergency Operations Center Operations Section Chief will coordinate the support resources from the ESF 9 staff.

c. During the response phase, Emergency Support Function 9 will evaluate and analyze information regarding search and rescue requests. Also, Emergency Support Function 9 will develop and update assessments of the search and rescue status in the impact area and do contingency planning to meet anticipate demands and needs.

d. Marion County Fire Rescue will develop and maintain the overall Emergency Support Function 9 Emergency Operations Plan and accompanying Appendices, annexes and Standard Operating Guidelines that govern response actions related to emergencies. However, support agencies may develop and maintain their own similar documents for internal use, which must be compatible with and in support of the overall Emergency Operations Plan.

2. AREA

a. The Operations Section Chief, in consultation with the requesting jurisdiction, may obtain additional search and rescue resources via established mutual aid agreements.

b. The Florida Department of Financial Services serves as the lead agency for search and rescue coordination and support and will designate a liaison to the EOC from the Regional Office and/or the Regional Domestic Security Task Force (RDSTF). The liaisons have been trained to carry out Emergency Support Function 9 responsibilities and will function as coordinators, assessors, and operational personnel in support of EOC or field activities.

c. If more than one county emergency management operation center is activated State search and rescue may support the coordination of the event response with regional resources or request additional resources from the State Emergency Operations Center, the State search and rescue agencies will participate in a Multi-Agency coordinating entity to coordinate requests for search and rescue resources among multiple Emergency Operations Centers.

C. ALERTS/NOTIFICATIONS

1. Marion County EM will notify the County Warning Point when information becomes known indicating that an emergency or disaster situation is developing. This report will include all relevant information that is known at the time. Additional information should be reported as it becomes available.

2. Marion County EM, will notify Emergency Support Function 9 when the county or an area of the County has been threatened or impacted by an emergency or disaster event as provided in the County Warning Point procedure.

3. Emergency Support Function 9 will be activated or placed on standby upon notification by Emergency Management. The City and County Fire Chief's, or their designees will assist in managing the emergency activities of ESF 9.

4. Upon instructions to activate ESF 9, County and City Fire Departments will implement its operating procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

D. ACTIONS

Actions carried out by Emergency Support Function 9 are grouped into phases of emergency management: prevention, preparedness, protection, response, recovery, and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. Emergency Support Function 9 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services. The following services may be provided:

- Assessment of Search and Rescue needs and potential impacts.
- Search and Rescue personnel.
- Search and Rescue equipment and supplies.
- Evacuation and Re-entry support.
- Emergency responder health and safety.
- Radiological/chemical/biological hazards.
- Mental health and crisis counseling for responders.
- Search and Rescue Public Information and risk communication.
- Search and Rescue Management, Command and control of assets.
- Search and Rescue activities related to terrorist threats and/or events.
- Logistical Staging areas and Points of Dispensing.
- Catastrophic incident and alternate Search and Rescue facility support.

1. PREPAREDNESS ACTIONS

- Actions and activities that develop Search and Rescue response capabilities may include planning, training, orientation sessions, and exercises for Emergency Support Function 9 personnel (i.e., County, State, Regional, and Federal) and other emergency support functions that will respond with Emergency Support Function 9. This involves the active participation on inter-agency preparedness organizations, which collaborate in such activities on a regular basis.

- Local and State search and rescue teams will jointly address planning issues on an on-going basis to identify response zones, potential staging areas, and potential medical facilities and establish specialized teams.
- Conduct planning with Emergency Support Function 9 support agencies, Regional Domestic Security Task forces, and other emergency support functions to refine Search and Rescue Operations.
- Develop and refine procedures to be used in the following field surveys: Rapid Impact Assessment (i.e., recon), Community Search and Rescue assessment.
- Conduct training and exercise for EOC and Search and Rescue Team members.
- Prepare and maintain emergency operating procedures, resource inventories, personnel rosters, and resource mobilization information necessary for implementation of the responsibilities of the lead agency. Ensure lead agency personnel are trained in their responsibilities and duties.
- Develop and implement emergency response and Search and Rescue strategies.
- Develop and present training courses for Emergency Support Function 9 personnel, provide information on critical facilities to the County Emergency Management and develop protocols for frequently provided services.
- Maintain liaison with support agencies.
- Participate in all hazards exercises involving Emergency Support Function 9.

2. RESPONSE ACTIONS

- Coordinate operations of Emergency Support Function 9 in the County Emergency Operations Center and/or at other locations as required.
- Establish and maintain a system to support on-scene direction and control and coordination with county EOC, regional task force and State EOC.
- Establish Mutual Aid procedures for the following resources; Urban Search and Rescue, Interoperable Communications and Command Vehicles, Resource Management, and Logistical Support.
- Mutual Aid procedures to assist with supporting issues related to a terrorist event.
- Search and Rescue support RDSTF in the investigation of a terrorist attack.
- Preposition response resources when it is apparent that fire-search and rescue resources will be necessary. Relocate fire-search and rescue resources when it is apparent that they are endangered by the likely impacts of the emergency situation.
- Monitor and direct Search and Rescue resources and response activities.
- Participate in EOC briefings, Incident Action Plans, Situation Reports, and meetings.
- Coordinate with support agencies, as needed, to support emergency activities.

- Obtain County resources through the County Comprehensive Emergency Management Plan (CEMP); coordinate all resources into the affected areas from designated staging areas.
- Coordinate with other County ESFs to obtain resources and to facilitate an effective emergency response among all participating agencies.

3. RECOVERY ACTIONS

- Continue to provide support as required until response activities are concluded or until they can be managed and staffed by the primary incident agency or jurisdictions.
- Continue to provide support as required to support the recovery phase.
- Initiate financial reimbursement process for these activities when such support is available.

4. MITIGATION ACTIONS

- Identify and seek funds for retrofitting critical facilities and providing auxiliary power.
- Provide personnel with the appropriate expertise to participate in activities designed to reduce or minimize the impact of future disasters.

E. DIRECTION AND CONTROL

1. Emergency Support Function 9 complies with the Incident Command System composed of Planning, Operations, Logistics and Finance/Administration Sections with their standardized forms and terminology) to manage its emergency/disaster responsibilities. Key to this system is Emergency Management, which functions as the official disaster prevention, protection, response, preparedness, recovery, and mitigation organization within Marion County. Emergency Management also serves as the focal point for Emergency Support Function 9 activities. It is responsible for ensuring that all appropriate program departments, support agencies, other Emergency Support Functions and other private voluntary agencies have knowledge about the system and Emergency Support Function 9 expectations, as well as coordinate and cooperate efficiently during an event.

2. The Emergency Support Function 9 system operates in two arenas; 1) the county Emergency Operations Center; 2) field locations.

3. During emergency activations, all management decisions regarding County or regional response are made at the County Emergency Operations Center by the Emergency Support Function 9 coordinator. Under the Incident Command System structure, the Planning, Logistics, Finance/Administration, and Operations Sections Coordinators and staff at the County Emergency Operations Center assist the commander in carrying out the overall mission.

4. All search and rescue field personnel are subordinate to the Emergency Support Function 9 at the County Emergency Operations Center.

5. In accordance with a mission assignment from Emergency Support Function 9, and further mission tasking by a Local primary agency, each support organization

assisting Emergency Support Function 9 assignment will retain administrative control over its own resources and personnel but will be under the operation control of Emergency Support Function 9.

F. RESPONSIBILITIES

1. *PRIMARY AGENCY – MARION COUNTY FIRE RESCUE*

- Provide leadership in directing, coordinating, and integrating overall County efforts to provide Search and Rescue assistance to affected areas and populations.
- Staff and operate a National Incident Management system compliant command and control structure (i.e., Incident Command System) to assure that services and staff are provided to areas of need.
- Coordinate and direct the activation and deployment of County agencies Search and Rescue personnel, supplies, and equipment and provide certain direct resources.
- Evaluate the emergency situation, make strategic decisions, identify resource needs, and secure resources required for field operations.
- Monitor Search and Rescue emergency response and recovery operations. ESF 9 Representatives or designees will coordinate all State and Federal Search and Rescue resources into the affected areas from staging areas.
- Manage Search and Rescue, and other emergency incidents in accordance with each department's Standard Operating Guidelines and under the direction of ESF 9 Representatives or designee.
- Provide assistance in initial needs assessment, and augment Search and Rescue operations through specialized response capabilities.
- Make specific requests for Search and Rescue assistance to the State ESF 9/State Fire Marshal's Office, through the Marion County Liaison, as needed. The State will activate resources through the State Emergency Response Plan.
- Continue to re-assess priorities and strategies, throughout the emergency, according to the most critical Search and Rescue needs.
- Demobilize resources and deactivate the ESF 9 station upon direction from the County Incident Commander.

2. *SUPPORT AGENCIES*

(NOTE: Each Support Agency should review its own roles and responsibilities)

a. Support agencies will help Emergency Support Function 9 with services, staff, equipment, and supplies that compliment the entire emergency response effort as the County Emergency Management Team addresses the consequences generated by the hazards that may impact the County (i.e., severe weather, tropical cyclones, environmental biological, terrorism, technological, and mass migration, etc.). Because services and resources are subject to change from time to time, emergency coordinators are responsible for frequently updating their resources capabilities with the Emergency Support Function 9.

b. Marion County Emergency Management will provide EOC support, conduct briefings, direct needs assessments, distribute key information, and serve as liaison to the State EOC to request resources.

c. County and City law enforcement agencies (Emergency Support Function 16) can provide crowd control, security measures, roadway assessments, and ingress/egress actions to protect the public and property in, near and around areas involved in firefighting operations; keep emergency forces informed of hazardous areas.

d. City, County, and private utilities (Emergency Support Function12) will coordinate with ESF 9 to address Search and Rescue problems due to leaking natural gas, downed power lines, and water flow problems.

e. City and County Public Works (Emergency Support Function 3) and other departments will provide road clearing equipment and other major resources needed to clear roadways in support of emergency response actions.

f. Emergency Support Function 2 will provide radio communications support, to the extent possible, to support communications among various Fire Department agencies responding to the impacted areas.

g. Marion County Fire Rescue (Emergency Support Function 8) will provide emergency medical care and transportation of victims beyond initial collection sites.

h. American Red Cross and other community agencies (Emergency Support Function 6) will provide field support to emergency response personnel (food, water, basic assistance, etc.).

i. The Florida Fire Chiefs' Association will work with the Department of Financial Services by forwarding requests for search and rescue assistance to the five regional response zones designated in the State of Florida Fire-Rescue Disaster Response Plan (prepared by the Florida Fire Chiefs Association).

G. FINANCIAL MANAGEMENT

1. Emergency Support Function 9 is responsible for managing financial matters related to resources that are procured and used during an event. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event. If a federally declared disaster exists, then a reimbursement formula is established by the Federal Emergency Management Agency that may be as much as 100 percent, but usually does not exceed 75 percent.

2. This section will coordinate closely with the Logistics Section to ensure that procurements and staff hours are properly documented and processed for payment and potential reimbursement. It will also be responsible for following up all financial issues after response has ceased by coordinating with Emergency Management officials, the State Division of Emergency Management fiscal agents and the Federal Emergency management Agency fiscal agents and directly with vendors as necessary.

3. Expenditures by other department entities will be documented by those entities and submitted directly to the Finance/Administration Section or a designated Finance Service officer as soon as possible.

Emergency Support Function (ESF) 10

Hazardous Materials

Primary Agency: Marion County Fire Rescue/City of Ocala Fire Rescue

Support Agencies: Regional Domestic Security Task Force
Florida Department of Health in Marion County
Marion County Office of County Engineer
Marion County Solid Waste
City of Ocala Public Works Department

I. Purpose

The purpose of Emergency Support Function 10 is to provide hazardous materials coordination and support services including life, safety, protection of property, and the environment during emergency situations in Marion County. ESF 10 can provide personnel and resources to support prevention, preparedness, protection, response, recovery, and mitigation in support of the primary emergency management objectives.

II. Concept of Operations

A. General

1. Emergency Support Function 10 is organized consistent with the Incident Command System in order to provide incident assessment, planning, procurement, deployment, coordination and support operations.

2. Procedures protocols and plans for disaster response activities are developed to govern staff operations at the Marion Emergency Operations Center and in the field.

3. In a large event requiring State, Federal or mutual aid assistance, Emergency Support Function 10 will work with its support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.

4. Throughout the response and recovery periods, Emergency Support Function 10 will evaluate and analyze information regarding the identification of securing, removing and disposing of the hazardous materials requests for response, develop and update assessments of the hazardous materials situation and status in the impact area, and do contingency planning to meet anticipated demands or needs.

5. When an event is focused in scope to a specific type or response mode technical and subject matter expertise may be provided by an appropriate

person(s) from a supporting agency with skills pertinent to the type of event, who will advise and/or direct operations within the context of the Incident Command System structure.

B. ORGANIZATION

1. COUNTY

a. During an activation of the County Emergency Operations Center, support agency staff is integrated with the Marion County Emergency Management staff to provide support that will allow for an appropriate, coordinated, and timely response.

b. During an emergency or disaster event, the primary and support agencies of Emergency Support Function 10 will respond directly to Operations.

c. During the response phase, Emergency Support Function 10 will evaluate and analyze information regarding hazardous materials requests. Also, Emergency Support Function 10 will develop and update assessments of the hazardous materials status in the impact area and perform contingency planning to meet anticipated demands and needs.

d. Emergency Management develops and maintains the overall Emergency Support Function 10 Emergency Operations Plan.

C. ALERTS/NOTIFICATIONS

1. Marion County Emergency Management will notify the County Warning Point when information comes known indicating that an emergency or disaster situation is developing. The report will include all relevant information that is known at the time. Additional information should be reported as it becomes available.

2. Emergency Support Function 10 will be activated or placed on standby upon notification by the County Emergency Management Office. The primary and support hazardous materials agencies will coordinate and support the emergency activities of ESF 10.

3. Upon instructions to activate ESF 10, local and State hazardous materials teams will implement its operating procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

D. ACTIONS

Actions carried out by Emergency Support Function 10 are grouped into several phases of emergency management: prevention, preparedness, protection, response, recovery, and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. Emergency Support Function 10 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services. The following services may be provided.

1. PREPAREDNESS ACTIONS

- Actions and activities that develop hazardous materials response capabilities may include planning, training, orientation sessions, and exercises for Emergency Support Function 10 personnel (i.e., County, State, Regional, and Federal) and other emergency support functions that will respond with Emergency Support Function 10. This involves the active participation on inter-agency preparedness organizations, which collaborate in such activities on a regular basis.
- Local and State hazardous materials teams will jointly address planning issues on an on-going basis to identify response zones, potential staging areas, and potential medical facilities and establish specialized teams.
- Conduct planning with Emergency Support Function 10 support agencies, Regional Domestic Security Task forces, and other emergency support functions to refine hazardous materials operations.
- Conduct training and exercise for EOC and fire department personnel.
- Prepare and maintain emergency operating procedures, resource inventories, personnel rosters, and resource mobilization information necessary for implementation of the responsibilities of the lead agency.
- Ensure lead agency personnel are trained in their responsibilities and duties.
- Develop and present training courses for Emergency Support Function 10 personnel, provide information on critical facilities to the County Emergency Management and develop protocols for frequently provided services.
- Maintain liaison with support agencies.
- Participate in all hazard exercises involving Emergency Support Function 10.

2. RESPONSE ACTIONS

- Coordinate operations at the Emergency Support Function 10 office in the County Emergency Operations Center and/or at other locations as required.
- Establishment and maintain a system to support on-scene direction, control and coordination with the local incident commander and the county EOC.

- Establish Mutual Aid procedures for the following resources; Hazardous Materials Response Teams, Interoperable Communications and Command Vehicles.
- Resource Management and Logistical Support.
- Mutual Aid procedures to assist with supporting issues related to a terrorist event or hazardous substance incident.
- Hazardous materials support RDSTF in the investigation of a terrorist attack.
- Preposition response resources when it is apparent that hazardous materials response resources will be necessary. Relocate hazardous materials response resources when it is apparent that they are endangered by the likely impacts of the emergency situation.
- Monitor and direct hazardous materials resources and response activities.
- Participate in EOC briefings, Incident Action Plans, Situation Reports, and meetings.
- Coordinate with support agencies, as needed, to support emergency activities.
- Obtain County resources through the County Comprehensive Emergency Management Plan (CEMP); coordinate all resources into the affected areas from designated staging areas.
- Coordinate with other County ESFs to obtain resources and to facilitate an effective emergency response among all participating agencies.

3. RECOVERY ACTIONS

- Continue to provide support as required until response activities are concluded or until they can be managed and staffed by the primary incident agency or jurisdictions.
- Continue to provide support as required to support the recovery phase.
- Initiate financial reimbursement process for these activities when such support is available.

4. MITIGATION ACTIONS

- Identify deficiencies or areas to be improved, and seek funds to enhance protective measures to lessen the impact on vulnerable populations, and/or minimize damage to critical facilities.
- Provide personnel with the appropriate expertise to participate in activities designed to reduce or minimize the impact of future disasters.

E. DIRECTION AND CONTROL

1. Emergency Support Function 10 complies and uses the Incident Command System. Key to this system is Emergency Management, which functions as the official disaster prevention, protection, response, preparedness, recovery, and mitigation organization within Marion County. Emergency Management also serves as the focal point for Emergency Support Function

10 activities. It is responsible for ensuring that all appropriate program departments, support agencies, other Emergency Support Functions, and other private voluntary agencies have knowledge about the system and Emergency Support Function 10 expectations, as well as coordinate and cooperate efficiently during an event.

2. The Emergency Support Function 10 system operates in two arenas; 1) the county Emergency Operations Center, 2) field locations.

3. During emergency activations, all management decisions regarding County or regional response are made at the County Emergency Operations Center by the Emergency Support Function 10 coordinator.

4. A staffing directory and the Emergency Support Function 10 Emergency Operations Plan, its accompanying Appendices, Annexes, and Standard

5. All hazardous materials field personnel are subordinate to the Emergency Support Function 10 at the County Emergency Operations Center.

6. In accordance with a mission assignment from Emergency Support Function 10, and further mission tasking by a Local primary agency, each support organization assisting Emergency Support Function 10 assignment will retain administrative control over its own resources and personnel but will be under the operation control of Emergency Support Function 10. Delegation of mission operational control may be delegated to a Management Support Unit, Multi-Agency Coordination Team or a local entity.

F. RESPONSIBILITIES

1. PRIMARY AGENCY – MARION COUNTY FIRE RESCUE

- Provide training to public safety communications personnel to ensure recognition of a hazardous material and information to be obtained upon notification of a release that will determine the proper emergency response.

- Provide training to all public safety personnel and first responders in awareness and recognition (level 1) of hazardous materials.

- Provide training to the operations level (level 2) for all personnel responding to a hazardous materials incident that will be involved in the securing of the release, and/or removal and disposal of the material

- Coordinate the notification and response of all agencies required to handle the incident.

- Notify the State Warning Point and make request for State assistance when necessary.

- Maintain a list of available department resources that may be used to respond to and recover from the incident.

- Coordinate with Fire Services to ensure that the material is recovered and disposed of in accordance with local, State and Federal regulations.

- Will coordinate with local fire department and the Road Department to accept any material that has been approved for disposal in the county landfill. The department will also assist Emergency Management with identification of fixed facilities that produce or store hazardous materials.

- Provide leadership in directing, coordinating, and integrating overall County efforts to provide hazardous materials assistance to affected areas and populations.

- Emergency Management will provide EOC support, conduct briefings, direct needs assessments, distribute key information, and serve as liaison to the State EOC to request resources.

- Maintain a list of mutual aid agencies and private contractors that are trained and qualified to respond to an incident.

- Ensure that all first responders are trained in awareness and operations level of hazardous materials response as defined in the guidelines established by the State Emergency Response Commission.

- Ensure that public safety communications personnel are trained in the awareness level of hazardous materials response and that guidelines have been established to dispatch the proper response upon notification of hazardous materials incidents.

- Emergency Support Function 10 will coordinate the response and recovery efforts to hazardous materials incidents upon notification of a release by ensuring that coordination and cooperation is maintained in identifying the material. Then securing, removing and properly disposing of the hazardous material.

- The presence of any radioactive material will be determined by properly trained personnel using basic detection equipment who will then determine if any evacuations are necessary. If evacuations are necessary, ESF 10 will coordinate with other ESFs to ensure that shelters are opened and the public is informed as the situation changes.

- Coordinate the response of all agencies required to handle the hazardous materials incident and the necessary cleanup involved in recovery.

- Minor incidents are usually handled by jurisdictional fire departments with minimal use of resources. Larger incidents will involve a cooperative effort between all support agencies, private contractors and the Florida Department of Environmental Protection.

- In a large event requiring local and State or mutual aid assistance, Emergency Support function 10 will work with its support agency counterparts to seek and procure, plan, coordinate and direct the use if any required assets.

- During a State declared disaster requests for resources or assistance from State agencies will be made through established and proven procedures as set forth in the State of Florida Comprehensive Emergency Management Plan (CEMP).

- Notify State Warning Point of all hazardous materials incidents and request State assistance when needed.

- Coordinate with the Florida Department of Environmental Protection (DEP) for notification and response to hazardous materials incidents when the ability to identify the material or mitigate the incident is beyond the capabilities of the county.

- Maintain an accurate and current listing of all fixed facilities that produce or store hazardous materials. Prepare site specific plans for each facility that produces or stores extremely hazardous substances (EHS) and update these plans annually or as necessary through the year.

- Staff and operate a National Incident Management system compliant command and control structure (i.e., Incident Command System) to assure that services and staff are provided to areas of need.

- Coordinate and direct the activation and deployment of County agencies hazardous materials personnel, supplies, and equipment and provide certain direct resources.

- ESF 10 members or designees will jointly evaluate the emergency situation, make strategic decisions, and identify resource needs and secure resources required for field operations.

- ESF 10 is responsible for monitoring hazardous materials emergency response and recovery operations. ESF 10 members or designees will coordinate all State and Federal hazardous materials resources into the affected areas from staging areas.

- ESF 10 will manage hazardous materials and other emergency incidents in accordance with each department's Standard Operating Guidelines and under the direction of ESF 10 members or designee.

- ESF 10 members or designee will make specific requests for hazardous materials assistance to the State ESF 10 through the Marion County Liaison, as needed. The State will activate resources through the State Emergency Response Plan.

- ESF 10 members or designees will continue to re-assess priorities and strategies, throughout the emergency, according to the most critical hazardous materials needs.

- ESF 10 will demobilize resources and deactivate the ESF 10 station upon direction from the County Incident Commander.

- The owner of the material will be financially responsible for the material and will incur all cost and responsibility of the clean up and disposal activities.

2. SUPPORT AGENCIES

(NOTE: Each Support Agency should review its own roles and responsibilities and revise in conjunction with the City of Ocala Fire Department)

Support agencies will provide assistance to the Emergency Support Function with services, staff, equipment, and supplies that compliment the entire emergency response effort as the County Emergency Response Team addresses the consequences generated by the hazards that may impact the County (i.e., severe weather, tropical cyclones, environmental biological, terrorism, technological, and mass migration, etc.). Because services and resources are subject to change from time to time, emergency coordinators are responsible for frequently updating their resources capabilities with the Emergency Support Function 10.

- The Road Department (ESF3) will assist with the removal and disposal of any hazardous material deemed safe for disposal in the county landfill. This will be done in accordance with local guidelines and agreements. These guidelines will be updated and changed as deemed necessary.
- Emergency Medical Services will be responsible for transporting injured personnel to medical facilities. Patients will be decontaminated by the fire department personnel before delivery to EMS when possible. EMS will be responsible for notification of the local hospitals regarding the number of patients, severity of injuries and the material involved in the incident. Baptist Hospital is responsible for patient coordination with all other hospitals during multiple casualty incidents. Contamination patients will be handled by each hospital in accordance with their standard operating procedures.
- Hospitals will accept contaminated patients in accordance with the standard operating procedures. Emergency Medical Services will notify the receiving hospital while on scene so appropriate hospital staff are available to receive the patients.
- The appropriate fire departments will be dispatched to any release of a hazardous material upon notification. It will be their responsibility to attempt to positively identify the material, determine the hazard, and take immediate actions necessary within their capabilities to protect life and property. Each fire department is responsible to ensure their personnel receive the required training to perform any actions taken during a hazardous materials incident and to call for assistance when the necessary actions are beyond their capabilities. Contractor through Mutual Aid agreement with Marion County will respond to an incident upon request. Contractor personnel possess certification in all levels of training and respond with the

equipment necessary to handle most hazardous materials incidents and a full support staff of chemists at their facility. Upon arrival contractor personnel will coordinate with the fire department Incident Commander to assist in the identification and establishment of hot and cold zones, decontamination site, determining the proper methods and equipment to be used. Fire Department personnel will mostly likely perform decontamination of all personnel leaving the hot zone. If required, a contractor will be obtained to properly dispose of all decontamination material.

- County and City law enforcement agencies (ESF16) can provide crowd control, security measures, roadway assessments, and ingress/egress actions to protect the public and property in, near and around areas involved in fore fighting operations; keep emergency forces informed of hazardous areas.
- City, county, and private utilities (ESF12) will coordinate with ESF 10 to address fire prevention and suppression problems due to leaking natural gas, downed power lines, and water flow problems.
- City and County Public Works (ESF3) and other departments will provide road clearing equipment and other major resources needed to clear roadways in support of emergency response actions.
- The Sheriff's Office (ESF2) will provide radio communications support, the extent possible, to support communications among various Fire Department agencies responding to the impacted areas.

G. FINANCIAL MANAGEMENT

1. Emergency Support Function 10 is responsible for managing financial matters related to resources that are procured and used during an event. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event. If a federally declared disaster exists, then a reimbursement formula is established by the Federal Emergency Management Agency that may be as much as 100 percent, but usually does not exceed 75 percent.

2. This section will coordinate closely with the Logistics Section to ensure that procurements and staff hours are properly documented and processed for payment and potential reimbursement. It will also be responsible for following up all financial issues after response has ceased by coordinating with Emergency Management officials, the State Division of Emergency Management fiscal agents and the Federal Emergency management Agency fiscal agents and directly with vendors as necessary.

3. Expenditures by support agencies entities will be documented by those entities and submitted directly to the Finance/Administration Section or a designated Finance Service officer as soon as possible.

Emergency Support Function (ESF) 11

Bulk Distribution (Food and Water)

Primary Agency: Marion County Emergency Management

Support Agencies: Community Foundation for Ocala/Marion County
United Way
Salvation Army
American Red Cross
Interfaith
FDOH in Marion County
Florida Department of Children and Families

I. Purpose

The purpose of Emergency Support Function 11 is to plan for and provide the distribution of food, water, and ice to local victims following a disaster. Hurricane preparedness education campaigns teach the public to be prepared to be self sufficient for 72 hours. However other potential hazards may create the need for distribution of these basic necessities.

In the wake of a major disaster requiring the need for distribution of food, water and ice to the public, pre-identified locations for distribution will be prepared and the commodities transported to each location.

II. Concept of Operations

A. General

1. Emergency Support Function 11 is organized consistent with the Incident Command System in order to assure a timely and appropriate response to an emergency/disaster event.

2. Procedures protocols and plans for disaster response activities are developed to govern staff operations at the Marion Emergency Operations Center and in the field.

3. In a large event requiring local and State mutual aid assistance, Emergency Support Function 11 will coordinate with support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.

4. Throughout the response and recovery periods, Emergency Support Function 11 will evaluate and analyze requirements for food, water, and ice; develop and update assessments of the food and water situation and status

in the impact area; and undertake contingency planning to meet anticipated demands or needs.

5. When an event is focused in scope to a specific type or response mode, technical and subject matter expertise may be provided by an appropriate person(s) from a supporting agency with skills pertinent to the type of event, who will advise and/or direct operations within the context of the Incident Command System structure.

B. ORGANIZATION

1. COUNTY

a. During an activation of the County Emergency Operations Center, support agency staff is integrated with the Emergency Management staff to provide support that will allow for an appropriate, coordinated, and timely response.

b. During an emergency or disaster event, the Emergency Operations Center Logistics Section Chief will coordinate the support resources from the support agencies.

c. Following a major disaster that impacts a large portion of the population and creates the widespread loss of electrical power for an extended period of time, there may be a need to provide food, water, and ice to the public. It is anticipated that hurricanes present the highest vulnerability for this need.

d. Water, ice, and meals will go through the County Staging Area, where they will be accounted for and further shipped to the PODs or other facilities.

e. The County Staging Area will be prepared to receive and onward ship resources without undo delay. In addition, PODs will be prepared to receive and off load vehicles immediately.

f. When the need arises the County must be able to respond quickly and obtain the necessary commodities, establish sufficient distribution sites to serve the affected areas and transport the commodities to these sites.

g. Public information will be released through the local media to inform the public of the locations for assistance. The quick restoration of electrical power is of vital importance to the timely recovery from the disaster.

h. Restoration of power to water treatment and pumping facilities, grocery stores and ice production facilities will reduce the need for distribution of these commodities to the public.

i. In some cases, emergency food stamps may need to be issued and coordinated with the State for implementation of plan for that purpose.

C. ALERTS/NOTIFICATIONS

1. Emergency Support Function 11 will be activated or placed on standby upon notification by Emergency Management.

2. Upon instructions to activate ESF 11, Emergency Management will implement its operating procedures to notify ESF 11 support agencies.

D. ACTIONS

Actions carried out by Emergency Support Function 11 are grouped into phases of emergency management: prevention, preparedness, protection, response, recovery, and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. Emergency Support Function 11 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services.

1. PREPAREDNESS ACTIONS

- Actions and activities that develop food and water response capabilities may include planning, training, orientation sessions, and exercises for Emergency Support Function 11 personnel (i.e., County, State, Regional, and Federal) and other emergency support functions that will respond with Emergency Support Function 11. This involves the active participation on inter-agency preparedness organizations, which collaborate in such activities on a regular basis.
- Address planning issues on an ongoing basis to identify response zones and potential staging areas.
- Maintain an accurate roster of personnel assigned to perform ESF 11 missions during an emergency or disaster.
- Identify and schedule disaster response training for ESF 11 personnel.
- Periodically update the list of available ice and water vendors.

2. RESPONSE ACTIONS

- Inventory food and water supplies.
- Coordinate with ESF 6 to identify mass feeding sites and the potential number of people in shelters.
- Coordinate with ESF 12 to monitor power outages.
- Work with ESF 15 to coordinate use of donated good and services to support the ESF 11 mission.
- Identify local resources for the acquisition of food, potable water and ice and attempt to obtain written agreements.
- Identify and procure sites for distribution of food, water, and ice following a disaster.
- Provide for the transportation of food, water, and ice to the distribution sites and maintain a resource list for equipment needed for moving and handling the materials.
- Coordinate with the State to provide emergency food stamp assistance.
- Coordinate with the Regional Recovery Center for delivery of food, water, and ice not available through local resources.

- Coordinate with local power companies to restore power to water treatment plants, grocery stores and ice producing companies as a priority. This will significantly reduce the need for distribution of food, water, and ice.
- Educate the public to prepare for disasters and the procedures that need to be taken to be self sufficient for 72 hours following a major disaster.
- Coordinate with the County Health Department for testing and treatment of all potable water distributed.

3. RECOVERY ACTIONS

- Continue to monitor food, water and ice needs.
- Monitor nutritional concerns.
- Assess special food concerns of impacted population.
- Maintain logistical links with supporting agencies with a role in ESF 11.

4. MITIGATION ACTIONS

- Use risk assessment tools to identify vulnerable populations in Marion County.

E. DIRECTION AND CONTROL

1. Emergency Support Function 11 uses the Incident Command System emergency/disaster responsibilities. Key to this system is the Emergency Management Agency, which functions as the official disaster prevention, protection, response, preparedness, recovery, and mitigation organization within Marion County.

2. The Emergency Support Function 11 system operates in two arenas: 1) the county Emergency Operations Center; 2) field locations.

3. During emergency activations, all management decisions regarding County or regional response are made at the County Emergency Operations Center by the lead Emergency Support Function 11

4. In accordance with a mission assignment from Emergency Support Function 11, and further mission tasking by a local primary agency, each support organization assisting Emergency Support Function 11 assignment will retain administrative control over its own resources and personnel but will be under the operation control of Emergency Support Function 11. Delegation of mission operational control may be delegated to a management Support Unit, Multi-Agency Coordination Team or a local entity.

F. RESPONSIBILITIES

1. PRIMARY AGENCY – Marion County Emergency Management

- Identify local resources with the ability to supply large amounts of non-perishable food, potable water, ice, and equipment necessary to transport and handle the commodities following a major disaster.
- Prior to hurricane season each year, work with local agencies to identify possible locations to be used for the distribution of food, water and ice.
- Work with volunteer agencies to obtain volunteers to staff distribution centers. Also coordinate with the other county departments and elected officials for use of non-essential post-disaster employees to work at the sites.
- Notify the County Health Department of the locations of distribution sites and arrange for testing and treatment of all bulk potable water.
- Attempt to coordinate with local businesses and relief organizations to ensure that all locations of feeding stations, distributions sites and other assistance sites are placed where there is the most need and press releases issued so the public is informed where to obtain this assistance.

2. SUPPORT AGENCIES

- Prepare and provide educational materials and presentations that will inform the public of the need to remain self sufficient for at least 72 hours and the necessary actions for that purpose.
- Maintain and update a power restoration list that will include all of the locations identified for use by ESF 11 for procurement, distribution, storage, and staging. This will be coordinated with the local electrical power companies in the EOC following the disaster.
- Maintain a list of post disaster, non-essential county employees to be deployed as needed to support the distribution of supplies.
- Maintain a listing of available volunteers and donated goods that can be used in support of ESF 11. Coordination of these efforts will take place in the EOC.
- Provide feeding stations and serve food at each of the distribution sites in addition to their individual operations.
- Responsible for testing, monitoring and treating all bulk potable water that is being distributed to the public.
- Coordinate the distribution of emergency food stamps in the disaster area based on established procedures of the Department.

G. FINANCIAL MANAGEMENT

1. Emergency Support Function 11 is responsible for managing financial matters related to resources that are procured and used during an event. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event. If a federally declared disaster exists, then a reimbursement formula is established by the Federal Emergency

Management Agency that may be as much as 100 percent, but usually does not exceed 75 percent.

2. This section will coordinate closely with the Logistics Section to ensure that procurements and staff hours are properly documented and processed for payment and potential reimbursement. It will also be responsible for following up all financial issues after response has ceased by coordinating with Emergency Management officials, the State Division of Emergency Management fiscal agents and the Federal Emergency management Agency fiscal agents and directly with vendors as necessary.

3. Expenditures by other department entities will be documented by those entities and submitted directly to the Finance/Administration Section or a designated Finance Service officer as soon as possible.

Emergency Support Function (ESF) 12

ENERGY

Primary Agency: Marion County Emergency Management

Support Agencies: City of Ocala Electric Utilities
Clay Electric Cooperative
Duke Utilities
Sumter Electric Cooperative
TECO/Peoples Gas

I. Purpose

The purpose of ESF 12 is to establish policies to be used in the coordination with private providers for restoration of power during emergencies or following a major disaster. Expedient recovery is dependent upon the restoration of power to homes and businesses. Power outages are usually caused by major disasters such as hurricanes, tornadoes or other severe weather. However, other events such as fuel shortages, civil disturbances, disruption of transmission and distribution systems or power generating plant failure may also cause temporary disruption of power.

ESF 12 can provide personnel and resources to support prevention, preparedness, protection, response, recovery, and mitigation in support of the primary emergency management objectives. Emergency Support Function 12 resources are used when individual agencies are overwhelmed and County Emergency Management Team requests additional energy services assistance.

II. Concept of Operations

A. General

1. Emergency Support Function 12 is organized consistent with the Incident Command System to provide incident assessment, planning, procurement, deployment, coordination and support operations to the Marion County Emergency Management Team, Area Operations and State Emergency Response Team officials to assure a timely and appropriate response to an emergency/disaster event.

2. Procedures protocols and plans for disaster response activities are developed to govern staff operations at the Marion Emergency Operations Center and in the field.

3. In a large event requiring local and state mutual aid assistance, Emergency Support Function 12 will coordinate with support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.

4. When an event is focused in scope to a specific type or response mode, technical and subject matter expertise may be provided by an appropriate person(s) from a supporting agency with skills pertinent to the type of event, who will advise and/or direct operations within the context of the Incident Command System structure.

5. The potential for widespread loss of power is relatively high in Marion County due to the frequency of severe weather. Loss of power to large areas of the County may require that shelters be opened and some basic services be provided. All of the power companies serving have well established and proven storm plans and procedures.

B. ORGANIZATION

1. COUNTY

a. Marion County Utilities serves as the lead agency for ESF 12 and will work with the support agencies listed above to coordinate the response and process resource requests for power companies during major power outages. Upon notification by the power companies of any major problem or potential problem, the office will coordinate with ESF 6 and ESF 8 to open shelters as necessary.

Utility Providers, using established hurricane response plans and standard operating procedures, will:

- provide their own resources through contractual agreements with other power providers to perform damage assessment; and

- obtain necessary equipment, repair or rebuild transmission and distribution systems, and restore power.

b. Utility Providers maintain a power restoration priority plan that will guide the allocation and restoration of power as the situation dictates.

c. Utility Providers public information officers who, in conjunction with the Emergency Management, will issue statements and press releases that address existing or potential power problems or shortages.

d. During an activation of the County Emergency Operations Center, support agency staff is integrated with the Utility Provider staff to provide support that will allow for an appropriate, coordinated, and timely response.

e. During an emergency or disaster event, the Emergency Operations Center Planning Section Chief will coordinate the support resources from the support agencies.

C. ALERTS/NOTIFICATIONS

1. Utility Providers will notify the County Warning Point when information comes becomes known indicating that an emergency or disaster situation is developing. This report will include all relevant information that is known at the time. Additional information should be reported as it becomes available.

2. The County Warning Point will notify Emergency Management. Emergency Management will notify Support Function 12 when the County or an area of the County has been threatened or impacted by an emergency or disaster event as provided in the County Warning Point procedure.

3. Upon instructions to activate, ESF 12 will implement its operating procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

D. ACTIONS

Actions carried out by Emergency Support Function 12 are grouped into phases of emergency management: prevention, preparedness, protection, response, recovery, and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. Emergency Support Function 12 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services.

1. PREPAREDNESS ACTIONS

- Actions and activities that develop energy service response capabilities may include planning, training, orientation sessions, and exercises for Emergency Support Function 12 personnel (i.e., County, State, Regional, and Federal) and other emergency support functions that will respond with ESF 12. This involves the active participation on inter-agency preparedness organizations, which collaborate in such activities on a regular basis.
- In preparation of an emergency or disaster, ESF 12 will coordinate with Utility Providers and major fuel providers to determine response and recovery needs and priorities.
- Emergency Management will coordinate with the Emergency Management to identify emergency shelter power generation capacity and needs, or other emergency power needs.
- Utility Providers will deliver public education campaigns that address safety around electricity, emergency procedures for homes and businesses and hurricane preparedness.
- Emergency Management will maintain the special needs registration list which includes those citizens that are dependant on electricity to operate medical equipment.

2. *RESPONSE ACTIONS*

- Coordinate operations at the Emergency Support Function 12.
- Establish and maintain a system to support on-scene direction and control and coordination with County EOC.
- Prioritize the restoration of electric power, based on the priority restoration list that is maintained by Utility Providers.
- Participate in EOC briefings, Incident Action Plans, Situation Reports and meetings.
- Monitor and direct power restoration resources and response activities.

3. *RECOVERY ACTIONS*

- The EOC, in consultation with the requesting jurisdiction, may obtain additional energy service resources via established mutual aid agreements.
- The Clerk of Court will use County Contracts for Emergency Purchases of goods and services as referenced in the Emergency Purchasing Manual and/or the Office of Purchasing Homepage. They will keep Emergency Management informed on the progress in identifying vendors and obtaining of contracts. The Clerk of Court shall notify Emergency Management when resources become difficult to locate so that the State Division of Emergency Management can be notified that local resources are being depleted and they can expect requests for additional needs.

4. *MITIGATION ACTIONS:*

- Identify mitigation measures and funds to reduce the vulnerability of electric power to the effects of hurricanes and other major hazards.
- Provide personnel with the appropriate expertise to participate in activities designed to reduce or minimize the impact of future disasters.

E. DIRECTION AND CONTROL

1. Emergency Support Function 12 complies and uses the Incident Command System, to manage its emergency/disaster responsibilities. Key to this system is Emergency Management, which functions as the official disaster prevention, protection, response, preparedness, recovery, and mitigation organization within Marion County. It is responsible for ensuring that all appropriate program departments, support agencies, other Emergency Support Functions, and other private voluntary agencies have knowledge about the system and Emergency Support Function 12 expectations, as well as coordinate and cooperate efficiently during an event.

2. The Emergency Support Function 12 system operates in two arenas; 1) The County Emergency Operations Center; 2) field locations.

3. During emergency activations, all management decisions regarding County or regional response are made at the County Emergency Operations Center by the Emergency Support Function 12 commander.

4. A staffing directory and the Emergency Support Function 12 Emergency Operations Plan, its accompanying Appendices, Annexes, and Standard Operating guidelines are maintained by Support Agencies with status of the call lists updated at least monthly and all other documents at least annually.

F. RESPONSIBILITIES

1. PRIMARY AGENCY

- Maintain a close working relationship with the local power companies to ensure that timely notification of potential problems are received and requests for support and resources are processed as quickly as possible.

- Maintain a power restoration priority list based upon the facilities required to provide sheltering, sanitary facilities, food water, ice and other basic needs. This priority list shall be used and amended as the situation dictates, as a priority list for energy allocation.

- Coordinate with power companies to prepare and release public information regarding the power emergency. This information will be disseminated through the Emergency Alerting System when necessary and through all local media in cooperation with ESF 14.

- Coordinate with ESF 6 and ESF 8 to open shelters as necessary.

- When requested, coordinate with other ESF 12 support agencies to obtain needed resources and make requests to the State Division of Emergency Management when local resources have been exhausted.

2. SUPPORT AGENCIES

(NOTE: Each Support Agency should review its own roles and responsibilities and revise in conjunction with Emergency Management)

- All agency personnel designated to support implementation of Utilities have received the necessary and required training, and are appropriately certified and qualified for implementation of their assigned tasks
- Standard operating guides, equipment inventories, personnel rosters, training records and similar documentation are prepared and maintained as current, and that this documentation is readily accessible during implementation of Utilities
- The agency cooperates with the primary agencies through participation in training sessions, exercises, planning meetings and similar functions intended to maintain readiness for implementation of Utilities
- Equipment, vehicles, facilities and personnel are maintained in readiness to implement all defined support roles for implementation of Utilities
- Other assignments are completed as requested by the primary agencies before, during and following implementation of Utilities.

G. FINANCIAL MANAGEMENT

1. Emergency Support Function 12 is responsible for managing financial matters related to resources that are procured and used during an event. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event. If a federally declared disaster exists, then a reimbursement formula is established by the Federal Emergency Management Agency that may be as much as 100 percent, but usually does not exceed 75 percent.

2. This section will coordinate closely with the Logistics Section to ensure that procurements and staff hours are properly documented and processed for payment and potential reimbursement. It will also be responsible for following up all financial issues after response has ceased by coordinating with Emergency Management officials, the State Division of Emergency Management fiscal agents and the Federal Emergency management Agency fiscal agents and directly with vendors as necessary.

3. Expenditures by other department entities will be documented by those entities and submitted directly to the Finance/Administration Section or a designated Finance Service officer as soon as possible.

Emergency Support Function (ESF) 13

Military Support

Primary Agency: Marion County Sheriff's Office

Support Agencies:
Florida National Guard
Florida Department of Law Enforcement
Federal Bureau of Investigation
Marion County Emergency Management
Marion County Fire Rescue
Marion County Administration
City of Ocala Police Department
City of Dunnellon Police Department
City of Belleview Police Department

I. Purpose

The purpose of Emergency Support Function 13 is to provide military support coordination and support services in support of emergency events in Marion County. ESF 13 can provide personnel and resources to support prevention, preparedness, protection, response, recovery, and mitigation in support of the primary emergency management objectives. Emergency Support Function 13 resources are used when individual agencies are overwhelmed and County Emergency Response Team requests additional military support assistance.

II. Concept of Operations

A. General

1. Emergency Support Function 13 is organized consistent with the State Emergency Operations Center and the requirements of the National Response Plan, the National Incident Management System, and the Incident Command System in order to provide incident assessment, planning, procurement, deployment, coordination and support operations to the Marion County Emergency Management Team, Area Operations and State Emergency Response Team officials to assure a timely and appropriate response to an emergency/disaster event.

2. Florida National Guard has been an active member of the Emergency Operations Center for many years. These local representatives are knowledgeable of the working of the county EOC. However in an actual event, Guard Units from other areas of Florida may be sent to Marion County with assigned missions. The mission leader will make contact with the

appropriate agency responsible for the mission. Once the Guard is activated in Marion County, they will supply a liaison to the county's EOC to ensure communication and coordination.

4. Procedures protocols and plans for disaster response activities are developed to govern staff operations at the Marion Emergency Operations Center and in the field. These are in the form of NIMS compliant Emergency Operations Plan (i.e., Base Plan) and corresponding Appendices, Incident Annexes, Support Annexes and Standard Operating Guidelines, which describe Emergency Support Function 13 capabilities (based on the National Planning Scenarios, the Universal Task List, and the Target Capabilities). Periodic training and exercises are also conducted to enhance effectiveness.

5. In a large event requiring, State, Federal, or mutual aid assistance, Emergency Support Function 13 will work with its support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.

6. Throughout the response and recovery periods, Emergency Support Function 13 will evaluate and analyze information regarding humanitarian, security request for response, develop and update assessments of the military support service situation and status in the impact area, and do contingency planning to meet anticipated demands or needs.

7. When an event is focused in scope to a specific type or response mode technical and subject matter expertise may be provided by an appropriate person(s) from a supporting agency with skills pertinent to the type of event, who will advise and/or direct operations within the context of the Incident Command System structure.

B. ORGANIZATION

1. COUNTY

a. During an activation of the County Emergency Operations Center, Military support agency staff is integrated with the staff to provide support that will allow for an appropriate, coordinated, and timely response.

b. During an emergency or disaster event, the primary and support agencies of Emergency Support Function 13 will respond indirectly to the Emergency Operations Section Chief under the overall direction of the County Incident Commander.

c. During the response phase, Emergency Support Function 13 will evaluate and analyze information regarding military support service requests. Also, Emergency Support Function 13 will develop and update assessments of the military support service status in the impact area and does contingency planning to meet anticipate demands and needs.

d. Marion County Sheriff's Office develops and maintains the overall Emergency Support Function 13 Emergency Operations Plan and accompanying Appendices, annexes and Standard Operating Guidelines that govern response actions related to emergencies. However support

agencies may develop and maintain their own similar documents for internal use, which must be compatible with and in support of the overall Emergency Operations Plan. All such documents will be in compliance with the National Response Plan, The National Incident Management System, the Incident Command System, and the County Comprehensive Emergency Management Plan.

C. ALERTS/NOTIFICATIONS

1. Emergency Management will notify the County Warning Point when information becomes known indicating that an emergency or disaster situation is developing. This report will include all relevant information that is known at the time. Additional information should be reported as it becomes available.

2. Emergency Management will activate Support Function 13 when the county or an area of the County has been threatened or impacted by an emergency or disaster event as provided in the County Warning Point procedure.

4. Upon instructions to activate ESF 13, County and City Fire Departments will implement its operating procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

D. ACTIONS

Actions carried out by Emergency Support Function 13 are grouped into several phases of emergency management: prevention, preparedness, protection, response, recovery, and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. Emergency Support Function 13 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services. The following services may be provided:

- Assessment of Military Support Service needs and potential impacts.
- Military Support Service personnel.
- Military Support Service equipment and supplies.
- Humanitarian and Security support.
- Evacuation.
- Impact Assessment.
- Search and Rescue.
- Transportation of Supplies and Services.
- Provide and Operate Generators.
- Mass Feeding.
- Comfort Stations.
- Remove and Transport Debris.
- Water Purification.
- Base Camps for Emergency Workers.
- Aviation Operations.
- Law Enforcement and Security.

- Engineer Support.
- Civilian Acquired Skills.
- Communications.
- Clear Roads and Bridges.
- Emergency Medical Support.
- Emergency responder health and safety.
- Radiological/chemical/biological hazards.
- Mental health and crisis counseling for responders.
- Military Support Service Public Information and risk communication.
- Military Support Service Management, command and control of assets.
- Military Support Service activities related to terrorist threats and/or events.
- Logistical Staging areas and Points of Dispensing.
- Catastrophic incident and alternate Military Support Service facility support.

1. PREPAREDNESS ACTIONS

- Actions and activities that develop military support service response capabilities may include planning, training, orientation sessions, and exercises for Emergency Support Function 13 personnel (i.e., County, State, Regional, and Federal) and other emergency support functions that will respond with Emergency Support Function 13. This involves the active participation on inter-agency preparedness organizations, which collaborate in such activities on a regular basis.
- Military Support Service will jointly address planning issues on an ongoing basis to identify response zones, potential staging areas, potential critical facilities, and establish specialized teams.
- Conduct planning with Emergency Support Function 13 support agencies, Regional Domestic Security Task forces, and other emergency support functions to refine Fires Service operations.
- Conduct training and exercise EOC and response team members.
- Prepare and maintain emergency operating procedures, resource inventories, personnel rosters, and resource mobilization information necessary for implementation of the responsibilities of the lead agency. Ensure lead agency personnel are trained in their responsibilities and duties.
- Develop and implement emergency response and military support service strategies.
- Develop and present training courses for Emergency Support Function 13 personnel, provide information on critical facilities to the County Emergency Management and develop protocols for frequently provided services.
- Maintain liaison with support agencies.
- Participate in all hazards exercises involving Emergency Support Function 13.

2. RESPONSE ACTIONS

- Coordinate operations at the Emergency Support Function 13 office in the County Emergency Operations Center and/or at other locations as required.
- Establish and maintain a system to support on-scene direction and control and coordination with county EOC, Regional Domestic Security Task Force, and State EOC.
- Establish Mutual Aid procedures for the following resources: Humanitarian, Security and Air and Ground transport, Interoperable Communications and Command Vehicles, Emergency Management Assistance Compact (EMAC): Out of State National Guard units and Organizations will be under the Command and Control of the Adjutant General of Florida. In addition to the guidance outlined in the EMAC additional coordination between the Technical Advisory Groups of Florida will be contained in established Memorandum of Agreements and Memorandum of Understandings.
- Resource Management and Logistical Support.
- Implementation of Impact Assessment Teams to determine post-storm impact to Emergency Services and ability to perform Continuity of Operations of essential functions.
- Mutual Aid procedures to assist with supporting issues related to a terrorist event.
- Military Support Service support RDSTF in the security mission of a terrorist attack.
- Preposition response resources when it is apparent that military support resources will be necessary. Relocate military support resources when it is apparent that they are endangered by the likely impacts of the emergency situation.
- Monitor and direct military support resources and response activities.
- Participate in EOC briefings, Incident Action Plans, Situation Reports, and meetings.
- Coordinate with support agencies, as needed, to support emergency activities.
- Military Support Services may assist with emergency response and security missions.
- Military Support Services may assist with humanitarian missions of threatened areas of the County.
- Obtain County resources through the County Comprehensive Emergency Management Plan (CEMP); coordinate all resources into the affected areas from designated staging areas.
- Coordinate with other County ESFs to obtain resources and to facilitate an effective emergency response among all participating agencies.

3. *RECOVERY ACTIONS*

- The Operations Section Chief, in consultation with the requesting jurisdiction, may obtain additional military support resources via established mutual aid agreements.
- If more than one county emergency management operation center is activated State environmental protection may support the coordination of the event response with regional resources or request additional resources from the State Emergency Operations Center, the State Environmental Protection agencies will participate in a Multi-Agency coordinating entity to coordinate requests for hazardous materials resources among multiple Emergency Operations Centers.

4. *MITIGATION ACTIONS*

- Provide personnel with the appropriate expertise to participate in activities designed to reduce or minimize the impact of future disasters.

E. DIRECTION AND CONTROL

1. Emergency Support Function 13 complies with the National Response Plan, the National Incident Management System and uses the Incident Command System composed of Planning, Operations, Logistics and Finance/ Administration Sections with their standardized Units, Teams, positions, forms and terminology) to manage its emergency/disaster responsibilities. Key to this system is Emergency Management, which functions as the official disaster prevention, protection, response, preparedness, recovery, and mitigation organization within Marion County. The Marion County Sheriff's Office will serves as the focal point for Emergency Support Function 13 activities. It is responsible for ensuring that all appropriate program departments, support agencies, other Emergency Support Functions, and other private voluntary agencies have knowledge about the system and Emergency Support Function 13 expectations, as well as coordinate and cooperate efficiently during an event.

2. The Emergency Support Function 13 system operates in two arenas; 1) the county Emergency Operations Center; 2) Field locations.

3. During emergency activations, all management decisions regarding County or regional response are made at the County Emergency Operations Center by the Emergency Support Function 13 commander. Under the Incident Command System structure, the Planning, Logistics, Finance/Administration, and Operations Section Coordinators and staff at the County Emergency Operations Center assist the commander in carrying out the overall mission.

5. All military support field personnel are subordinate to the Emergency Support Function 13 at the County Emergency Operations Center.

6. In accordance with a mission assignment from Emergency Support Function 13, and further mission tasking by a Local primary agency, each support organization assisting Emergency Support Function 13 assignment will retain administrative control over its own resources and personnel but will be under the operation control of Emergency Support Function 13.

Delegation of mission operational control may be delegated to a Management Support Unit, Multi-Agency Coordination Team or a local entity.

F. RESPONSIBILITIES

1. *PRIMARY AGENCY – MARION COUNTY SHERIFF'S OFFICE*

- Provide leadership in directing, coordinating, and integrating overall County efforts to provide Military Support Service assistance to affected areas and populations.
- Coordinate and direct the activation and deployment of County agencies Military Support Service personnel, supplies, and equipment and provide certain direct resources.
- ESF 13 liaisons or designees will jointly evaluate the emergency situation, make strategic decisions, and identify resource needs and secure resources required for field operations.
- ESF 13 liaisons or designees will coordinate all State and Federal military support resources into the affected areas from staging areas.
- Local and State support agencies will manage emergency incidents in accordance with each department's Standard Operating Guidelines and under the direction of ESF 13 liaison or designee.
- ESF 13 liaisons or designee will make specific requests for military support assistance to the Florida National Guard through the Marion County Liaison, as needed. The State will activate resources through the State Emergency Response Plan.
- Emergency Management will provide EOC support, conduct briefings, direct needs assessments, distribute key information, and serve as liaison to the State EOC to request resources.

2. *SUPPORT AGENCIES*

(NOTE: Each Support Agency should review its own roles and responsibilities and revise in conjunction with Emergency Management).

- RIAT Recon Mission
- Law Enforcement /Security Support to State and Local
- Coordinate Humanitarian Support to ESF 15 for distribution of medical supplies to impacted areas
- Staff and operate a National Incident Management system compliant command and control structure (i.e., Incident Command System) to assure that services and staff are provided to areas of need.

- ESF 13 liaison or designees will continue to re-assess priorities and strategies, throughout the emergency, according to the most critical Military Support Service needs.
- ESF 13 will demobilize resources and deactivate the ESF 13 station upon direction from the County Incident Commander.
- Support agencies will aid the Emergency Support Function with services, staff, equipment, and supplies that compliment the entire emergency response effort as the County Emergency Response Team addresses the consequences generated by the hazards that may impact the County (i.e., severe weather, tropical cyclones, environmental biological, terrorism, technological, and mass migration, etc.). Because services and resources are subject to change from time to time, emergency coordinators are responsible for frequently updating their resources capabilities with the Emergency Support Function 13.
- Local and State law enforcement agencies (ESF16) can provide crowd control, security measures, roadway assessments, and ingress/egress actions to protect the public and property in, near and around areas involved in military support operations; keep emergency forces informed of hazardous areas.
- ESF6 will provide field support to emergency response personnel (food, water, basic assistance, etc.).
- ESF 15 provide humanitarian services i.e., supplies (ice, water, food, etc.) to impacted areas.

G. Financial Management

1. Emergency Support Function 13 is responsible for managing financial matters related to resources that are procured and used during an event. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event. If a federally declared disaster exists, then a reimbursement formula is established by the Federal Emergency Management Agency that may be as much as 100 percent, but usually does not exceed 75 percent.

2. This section will coordinate closely with the Logistics Section to ensure that procurements and staff hours are properly documented and processed for payment and potential reimbursement. It will also be responsible for following up all financial issues after response has ceased by coordinating with Emergency Management officials, the State Division of Emergency Management fiscal agents and the Federal Emergency Management Agency fiscal agents and directly with vendors as necessary.

Emergency Support Function (ESF) 14

PUBLIC INFORMATION

Primary Agency: Marion County Emergency Management

Support Agencies: Public Information Office from the Marion County BOCC
Marion County Fire Rescue, Public Information Officer
Marion County School Board, Public Information Officer
Marion County FDOH in Marion County, Public Information Officer
City of Ocala Public Information Officers
Any additional PIOs from other agencies in EOC

I. Purpose

The purpose of ESF 14 is to disseminate information on emergencies to the public through the news media.

The following assumptions will guide the dissemination of public information in Marion County:

- Extensive destruction of media communications facilities and loss of electrical power may severely disrupt the normal flow and dispersal of information in the disaster area.
- The demand for public information within the disaster area may exceed the capability of county government to provide service. Additional support may be requested from other local agencies or the state.
- After a disaster, information can be erroneous, vague, difficult to confirm and contradictory.
- After a disaster, there will be significant demand for information on volunteer resources that are needed.
- A significant natural disaster, emergency condition or other incident may be of such magnitude that the means of dispersing public information in the disaster area may be severely affected or cease to function.

II. Concept of Operations

A. General

1. Emergency Support Function 14 is organized consistent with the Incident Command System to provide incident assessment, planning, procurement, deployment, coordination and support operations to the Marion County Emergency Management Team.

2. Procedures, protocols, and plans for disaster response activities are developed to govern staff operations at the Marion Emergency Operations Center and in the field. In a large event requiring local and state mutual aid assistance, Emergency Support Function 14

will coordinate with support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.

3. Emergency Management will act as the lead agency for ESF 14. Depending on the severity of the situation, other local public information officers and County staff will assist with media advisories and releases. Lead or support agency public information staff will operate from the Emergency Operations Center (EOC) on a 24-hour schedule to help maintain the flow of public information.

4. The Marion Sheriff's Office and other state and local law enforcement agencies will assist ESF 14 because much of the protective actions taken during disasters involve the use of law enforcement resources. When the EOC is activated, law enforcement representatives will notify the public information office of impending operations. Depending on the severity of the disaster, Emergency Management may activate a 24-hour citizen information center to handle citizens' inquiries.

5. In a catastrophic disaster, ESF 14 and ESF 15 (volunteer goods and services) will work together to release information regarding volunteer goods and services that need to be sent to the disaster area, and where volunteers and donors may go to deliver such goods or services. All ESFs will routinely provide information to ESF 14 to keep government officials and citizens aware of current events.

6. The Marion County EOC has a Citizen Information Lines that will be activated during major and catastrophic disaster events in Marion County. The CIC will remain in operation during the recovery phase of the disaster event to provide citizens with information regarding location of disaster recovery centers, distribution sites, individual, and other assistance programs that are available. The Citizen Information Center is staffed with employees of the County that have been trained to support the EOC and assist the citizens who call. The *Citizen Information Line SOG/SOP* details guidance and procedures for the implementation, operation, and deactivation of the Citizen Information Line.

B. ORGANIZATION

1. COUNTY

a. The Public Information function will be a part of the Command Staff. The Public Information Officer is responsible for interfacing with the public and media and/or agencies with incident-related information requirements.

b. During a disaster, the County EOC will act as the central coordinating facility for receiving and disseminating public information. Information flow to the EOC will occur directly from news media reports and citizen public information phone calls. Information will flow from the EOC in the form of media briefings, news releases, and situation reports. Information will also flow from ESF 14 to the State EOC.

C. ALERTS/NOTIFICATIONS

1. Emergency Support Function 14 will be activated or placed on standby upon notification by Emergency Management. The primary and support Volunteers and PIO representatives or designees will jointly manage the emergency activities of ESF 14.

2. When notified that the EOC has been activated, the ESF 14 coordinator will:

- Conduct an immediate survey of all ESF agencies to assess damage, determine ability to continue to provide services and determine support capabilities.

- Establish contact with the County PIOs to coordinate dissemination of media information relative to volunteers and donations

- Establish contact with the State ESF 14 coordinator to advise of current situation, status and emerging needs.

D. ACTIONS

Actions carried out by Emergency Support Function 14 are grouped into phases of emergency management: prevention, preparedness, protection, response, recovery, and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service.

The following is a series of checklists to help guide the ESF 14 Function throughout the 4 phases of Emergency Management. These checklists are a tool and may not encompass the full scope of activities within the ESF 15 function.

1. PREPAREDNESS ACTIONS

- Actions and activities that develop Public Information capabilities may include planning, training, orientation sessions, and exercises for Emergency Support Function 14 personnel (i.e., County, State, Regional, and Federal) and other emergency support functions that will respond with Emergency Support Function 14. This involves the active participation on inter-agency preparedness organizations, which collaborate in such activities on a regular basis.
- Coordinate with local media on public information procedures, content of information, information dissemination strategies, and roles and responsibilities of the Marion County Public Information Officer under the Incident Command System.
- Coordinate with the Florida DEM, and specifically the application of multimedia public information strategies, techniques, and monitoring efforts.

2. RESPONSE ACTIONS

- Notify the media of disaster impacts, protective measures, and other topics that will facilitate and expedite response and recovery, and address public information needs.
- Support establishment of a Joint Information Center, if required. Provide staffing.
- Activate the Citizen Information Lines to handle phone calls from individuals. Marion County's 9-1-1 system is TTY compatible. The ATT Language Line handles inquiries from callers who do not speak English.
- Provide updates to the news media about disaster conditions and actions taken in response to those conditions.
- Regularly disseminate information from summary reports and briefings to the news media.
- Provide continuing trained public information staff in support roles to assist local response and recovery efforts.

- Continue to staff citizen information lines.
- Continue to coordinate with ESF 15 to provide public information concerning what types of volunteer service are required.
- Participate in EOC briefings, Incident Action Plans, Situation Reports, and meetings.

3. RECOVERY ACTIONS

- Coordinate closely with ESF 5 in assessing disaster recovery issues, priorities, problems, and other factors that need to be shared with the news media.
- Coordinate with ESF 6 to announce closing of shelters, location of mass feeding, and comfort stations.
- Support establishment of a Joint Information Center, if required. Provide staffing.
- Maintain records of all releases for documentation after the event.
- Coordinate with State EOC for dissemination of information on location of recovery centers.
- Coordinate with ESF 5 in answering reporter's questions on damage assessment findings, statistics, disaster response performance, and other potentially sensitive issues.

4. MITIGATION ACTIONS

- Coordinate with Local Mitigation Strategy Steering Committee members and other mitigation officials in developing and disseminating messages to the media on the role of mitigation in reducing future disaster losses, mitigation success stories in Marion County, LMS priorities, and other mitigation issues.

E. DIRECTION AND CONTROL

1. Emergency Support Function 14 complies with the National Response Plan, the National Incident Management System and uses the Incident Command System) composed of Planning, Operations, Logistics and Finance/Administration Sections with their standardized forms and terminology) to manage its emergency/disaster responsibilities. Key to this system is Emergency Management, which functions as the official disaster prevention, protection, response, preparedness, recovery, and mitigation organization within Marion County. BOCC serves as the focal point for Emergency Support Function 14 activities. It is responsible for ensuring that all appropriate program departments, support agencies, other Emergency Support Functions, and other private voluntary agencies have knowledge about the system and Emergency Support Function 14 expectations, as well as coordinate and cooperate efficiently during an event.

2. The Emergency Support Function 14 system operates in two arenas; 1) The County Emergency Operations Center; 2) field locations.

F. RESPONSIBILITIES

1. *PRIMARY AGENCY*

Emergency Management disseminates emergency information to the general public during disasters. The agency provides information to the news media in briefings, situation reports, news releases, or emergency alert announcements. EM will:

- Disseminate information concerning specific disasters, their associated threats, and protective actions to the news media and general public. Media interviews as well as scripted and recorded public service announcements are part of this effort.
- Provide a central point allowing the news media and general public access to information concerning protective actions taken by the county. Media representatives visiting the Emergency Operations Center (EOC) during a disaster will be housed in the media center or other specified locations. Media access to the EOC itself will be limited and temporary.
- Establish a format for managing and staffing public information telephone lines before, during, and after a disaster.
- Release public information concerning needed volunteer goods and services.
- Coordinate closely with support agencies in the preparation of consistent and accurate messages, and the dissemination of messages through daily briefings and news conferences.

2. *SUPPORT AGENCIES*

(NOTE: Each Support Agency should review its own roles and responsibilities and revise in conjunction with the Emergency Management)

The Public Information Officer will work closely with Public Information Officers from support agencies to ensure consistency and accuracy in the development and delivery of messages on disaster impacts, actions taken, protective measures for the public, and other issues. ESF 14 will coordinate with the media representatives or PIOs from all agencies supporting the event.

G. FINANCIAL MANAGEMENT

Emergency Support Function 14 is responsible for managing financial matters related to resources that are procured and used during an event.

Emergency Support Function (ESF) 15

Volunteers and Donations

Primary Agency: Marion County Emergency Management

Support Agencies: Community Foundation for Ocala/Marion County
United Way
Interfaith
Salvation Army
American Red Cross
Marion County Churches and Faith Based Organizations
Marion County Business and Organizations

I. Purpose

The purpose of Emergency Support Function 15 to coordinate the efficient and effective utilization of unaffiliated volunteers and donated resources to meet the needs of the impacted area(s) of Marion County following a disaster or other incident of significance.

Overall management, coordination, and prioritization of volunteer support and distribution of donated resources to meet the needs of the impacted area(s) following a disaster or other incident of significance.

The following **policies** apply:

- All unaffiliated volunteer activity will be coordinated by ESF-15.
- All unsolicited offers of donations will be routed to and/or coordinated by ESF-15.
- All requests for goods or services that can be provided through volunteers or donations will be coordinated by ESF-15.

II. Concept of Operations

A. General

1. Emergency Support Function 15 is organized consistent with State Emergency Operations Center.

2. Procedures protocols and plans for disaster response activities are developed to govern staff operations at the Marion Emergency Operations Center.

3. In a large event requiring local or State mutual aid assistance, Emergency Support Function 15 will work with its support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.

4. Throughout the response and recovery periods, Emergency Support Function 15 will evaluate and analyze information regarding the availability of volunteers and donated goods and services.

5. A number with multi-line rollover capacity will be used for incoming volunteer and donations related calls. The Marion County PIO will publicize the importance of outside callers using this line for instructions PRIOR to sending donations or arriving for volunteer assignment.

7. The pre-designated reception center/ warehouse space will be utilized by ESF-15 to receive, sort, inventory, and redistribute donated goods to agencies and churches.

8. Prioritization of needs will be established as soon as possible.

B. ORGANIZATION

1. COUNTY

a. During an activation of the County Emergency Operations Center, support agency staff is integrated with the Emergency Management staff to provide support that will allow for an appropriate, coordinated, and timely response.

b. During an emergency or disaster event, the Logistics Section Chief will coordinate the support resources from the support agencies.

c. During the response phase, Emergency Support Function 15 will evaluate and analyze information regarding volunteers and donations requests. Also, Emergency Support Function 15 will develop and update assessments of the requirements for volunteers and donations in the impacted area and undertake contingency planning to meet anticipated demands and requirements.

d. Emergency Management develops and maintains the overall Emergency Support Function 15 Emergency Operations Plan and accompanying Appendices, Annexes and Standard Operating Guidelines that govern response actions related to emergencies

e. Staffing of ESF 15 positions will be accomplished through using resources of Marion County along with personnel from ESF 15 support agencies, and trained and screened unaffiliated volunteers.

f. Individual organizations supporting ESF 15 will maintain contact with the ESF 15 EOC liaison to advise of status and response capabilities.

g. Volunteer and donations services and will provide a liaison to facilitate requests for ESF 15 resources to local Emergency Operations Centers.

C. ALERTS/NOTIFICATIONS

1. Emergency Support Function 15 will be activated or placed on standby upon notification by Emergency Management. The primary and support Volunteers and Donations representatives or designees will jointly manage the emergency activities of ESF 15.

2. When notified that the EOC has been activated, the ESF 15 coordinator will:

- Conduct an immediate telephone survey of all Health and Human Service agencies to assess damage, determine ability to continue to provide services and determine support capabilities.
- Establish contact with the County PIO to coordinate dissemination of media information relative to volunteers and donations
- Establish contact with the State ESF 15 coordinator to advise of current situation, status and emerging needs.

D. ACTIONS

Actions carried out by Emergency Support Function 15 are grouped into phases of emergency management: prevention, preparedness, protection, response, recovery, and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. Emergency Support Function 15 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services.

The following is a series of checklists to help guide the ESF 15 Function throughout the 4 phases of Emergency Management. These checklists are a tool and may not encompass the full scope of activities within the ESF 15 function.

1. PREPAREDNESS ACTIONS

- Actions and activities that develop Volunteers and Donations response capabilities may include planning, training, orientation sessions, and exercises for Emergency Support Function 15 personnel (i.e., County, State, Regional, and Federal) and other emergency support functions that will respond with Emergency Support Function 15. This involves the active participation on inter-agency preparedness organizations, which collaborate in such activities on a regular basis.
- Local and State Volunteers and Donations will jointly address planning issues on an on-going basis to identify response zones, potential staging areas and specific requirements.
- Conduct planning with Emergency Support Function 15 support agencies, and other emergency support functions to refine Volunteers and Donations operations.
- Develop and refine procedures to be used in field surveys:
- Prepare and maintain emergency operating procedures, resource inventories, personnel rosters, and resource mobilization information necessary for implementation of the responsibilities of the lead agency. Ensure lead agency personnel are trained in their responsibilities and duties.
- Participate in all hazards exercises involving Emergency Support Function 15.

2. RESPONSE ACTIONS

- Coordinate operations at the Emergency Support Function 15 office in the County Emergency Operations Center and/or at other locations as required.
- Establish and maintain a system to support on-scene direction and control and coordination with county EOC, regional task force and state EOC.
- Preposition response resources when it is apparent that volunteer and donations resources will be necessary. Relocate ESF 15 resources when it is apparent that they are endangered by the likely impacts of the emergency situation.
- Monitor and direct ESF 15 resources and response activities.
- Participate in EOC briefings, Incident Action Plans, Situation Reports, and meetings.
- Obtain County resources through the County Comprehensive Emergency Management Plan (CEMP); coordinate all resources into the affected areas from designated staging areas.
- Coordinate with other ESFs and serve as an informational group on the availability and coordination of resources from volunteers and donations.
- Catalog and update local unmet needs and communicating those needs to volunteer and donations primary support staff.
- Coordinate with ESF 7 and Logistics to identify staging areas for donations, factoring in the location, scope, and magnitude of the event. Donations strategy will replicate that of FEMA's G288 Donations Management Workshop.
- Coordinate with ESF 7 and Logistics in identifying Volunteer Reception Centers, which will be patterned after the Volunteer Florida publication Unaffiliated Volunteers in Response and Recovery.

3. RECOVERY ACTIONS

- Recovery operations of ESF-15 will be a continuation of activity begun during the Response Phase and may continue beyond EOC activation period.
- Activity by organization/agencies involved with ESF-15 in recovery operation may continue even though recovery centers have closed.

4. MITIGATION ACTIONS

- ESF-15 will work with Emergency Management assist in the promotion of the benefits of individual, neighborhood, and community preparedness.

E. DIRECTION AND CONTROL

1. Emergency Support Function 15 uses the Incident Command System (composed of Planning, Operations, Logistics and Finance/Administration Sections. Key to this system is Emergency Management, which functions as the official disaster prevention, protection, response, preparedness, recovery, and mitigation organization within Marion County. Emergency Management serves as the focal point for Emergency Support Function 15 activities. It is responsible for ensuring that all appropriate program departments, support agencies, other Emergency Support Functions, and other private voluntary agencies have knowledge about the system and Emergency

Support Function 15 expectations, as well as coordinate and cooperate efficiently during an event.

2. The Emergency Support Function 15 system operates in two arenas; 1) The county Emergency Operations Center; 2) field locations.

3. During emergency activations, all management decisions regarding County or regional response are made at the County Emergency Operations Center by the Emergency Support Function 15 coordinator. Under the Incident Command System structure, the Planning, Logistics, Finance/Administration, and Operations Section Coordinators and staff at the County Emergency Operations Center assist the commander in carrying out the overall mission.

4. A staffing directory and the Emergency Support Function 15 Emergency Operations Plan, its accompanying Appendices, Annexes, and Standard Operating guidelines are maintained by The Chamber of Commerce with status of the call lists updated at least monthly and all other documents at least annually.

F. RESPONSIBILITIES

1. PRIMARY AGENCY

- Activate the ESF-15 liaison for duty at the EOC.
- Notify all support agencies for assessment, activation, and mobilization purposes.
- Coordinate with other ESFs to determine available resources and needs.
- Organize and provide lead staff for all facilities directly related to ESF-15 purpose.
- Coordinate disbursement of donated goods to agencies in need.

2. SUPPORT AGENCIES

(NOTE: Each Support Agency should review its own roles and responsibilities and revise in conjunction with Emergency Management)

- Provide personnel and resources to staff operations supportive of ESF-15 purpose.
- Notify and mobilize personnel as directed by ESF-15 representative.
- Maintain regular communication with ESF-15 representative at the EOC.
- Maintain records of personnel, funds and time expended in support of directed operations.
- Provide names and contact information of all tasked personnel to the ESF-15 representative.

G. FINANCIAL MANAGEMENT

1. Emergency Support Function 15 is responsible for managing financial matters related to resources that are procured and used during an event. During a response, each

agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event. If a federally declared disaster exists, then a reimbursement formula is established by the Federal Emergency Management Agency that may be as much as 100 percent, but usually does not exceed 75 percent.

2. This section will coordinate closely with the Logistics Section to ensure that procurements and staff hours are properly documented and processed for payment and potential reimbursement. It will also be responsible for following up all financial issues after response has ceased by coordinating with Emergency Management officials, the State Division of Emergency Management fiscal agents and the Federal Emergency management Agency fiscal agents and directly with vendors as necessary.

3. Expenditures by support entities will be documented by those entities and submitted directly to the Finance/Administration Section or a designated Finance Service officer as soon as possible.

Emergency Support Function (ESF) 16

Law Enforcement

Primary Agency: Marion County Sheriff's Office

Support Agencies:
City of Ocala Police Department
City of Dunnellon Police Department
City of Belleview Police Department
Florida Department of Law Enforcement
Federal Bureau of Investigation
Florida Wildlife Commission
Florida Highway Patrol
Northeast Florida Regional Domestic Security Task Force

I. Purpose

The purpose of Emergency Support Function 16 is to provide law enforcement coordination and support services in support of emergency events in Marion County. ESF-16 can provide personnel and resources to support prevention, preparedness, protection, response, recovery, and mitigation in support of the primary emergency management objectives. The ESF-16 Emergency Coordination Officer (ECO) is appointed by and located in the Marion County Sheriff's Office and directs all aspects of emergency management. Emergency Support Function 16 resources are used when individual agencies are overwhelmed and County Emergency Management Team requests additional law enforcement assistance.

II. Concept of Operations

A. General

1. Emergency Support Function 16 is organized consistent with the State Emergency Operations Center and the requirements of the National Response Plan, the National Incident Management System, and the Incident Command System in order to provide incident assessment, planning, procurement, deployment, coordination and support operations to Marion County through the Marion County Emergency Management Team, Area Operations and State Emergency Response Team to assure a timely and appropriate response to an emergency or situation.

2. Procedures protocols and plans for disaster response activities are developed to govern staff operations at the Marion Emergency Operations Center.

3. In a large event requiring local or State mutual aid assistance or Federal assistance, Emergency Support Function 16 will coordinate with support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.

4. Throughout the response and recovery periods, Emergency Support Function 16 will evaluate and analyze information regarding law enforcement support requests, and

develop and update assessments of the law enforcement resource status in the impact area, and conduct contingency planning to meet anticipated demands or needs.

5. When an event is focused in scope to a specific type or response mode technical and subject matter expertise may be provided by an appropriate person(s) from a supporting agency with skills pertinent to the type of event, who will advise and/or direct operations within the context of the Incident Command System structure.

B. ORGANIZATION

1. COUNTY

a. During an activation of the County Emergency Operations Center, all support agency staff are integrated with the Marion County Sheriff's Office staff to provide support that will allow for an appropriate, coordinated and timely response to the field Incident Commander.

b. During an emergency or disaster event, the Operations Section Chief will coordinate the support resources from ESF 16.

c. During the response phase, Emergency Support Function 16 will evaluate and fulfill all valid requests for law enforcement resources. Also, Emergency Support Function 16 will complete and update assessments and contingency plans for the law enforcement support services deployed or anticipated in the incident area.

d. Marion County Sheriff's Office will develop and maintain the overall Emergency Support Function 16 Emergency Operations Plan and accompanying Appendices, annexes and Standard Operating Guidelines that govern response actions related to emergencies.

C. ALERTS/NOTIFICATIONS

1. Emergency Support Function 16 will be activated or placed on standby upon notification by the County Emergency Management Office. The primary and support law enforcement agencies will coordinate and support the emergency activities of ESF 16.

2. Upon instructions to activate ESF 16, local and State law enforcement will implement procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

D. ACTIONS

Actions carried out by Emergency Support Function 16 are grouped into the phases of emergency management: prevention, preparedness, protection, response, recovery, and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. Emergency Support Function 16 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services. The following services may be provided:

- Scene security, intelligence, investigations, or other special law enforcement services.

- Law Enforcement personnel.
- Law Enforcement Specialty Teams (SWAT, HDT, Forensics, Perimeter Security, Waterborne Security).
- Law Enforcement equipment and supplies.
- Evacuation and Re-entry support.
- Post event security and escort services.
- Emergency responder health and safety.
- Scene support for Radiological/chemical/biological hazards.
- Mental health and crisis counseling for responders.
- Law Enforcement Public Information (crisis and risk communication).
- Law Enforcement Management - Command and control of assets.
- Law Enforcement activities related to terrorist threats and/or events.
- Logistical Staging areas and Points of Dispensing.
- Catastrophic incident and alternate law enforcement service facility support.

The following is a series of checklists to help guide the ESF 15 Function throughout the 4 phases of Emergency Management. These checklists are a tool and may not encompass the full scope of activities within the ESF 15 function.

1. PREPAREDNESS ACTIONS

- Actions and activities that develop law enforcement response capabilities may include planning, training, orientation sessions, and exercises for Emergency Support Function 16 personnel (i.e., County, State, Regional, and Federal) and other emergency support functions that will respond with Emergency Support Function 16. This involves the active participation of inter-agency preparedness organizations, which collaborate in such activities on a regular basis.
- Local and State law enforcement will jointly address planning issues on an on-going basis to identify response zones, potential staging areas, medical facilities, and establish specialized security, tactical or other response teams.
- Conduct planning with Emergency Support Function 16 support agencies, Regional Domestic Security Task Forces, and other emergency support functions to refine law enforcement coordination and support operations.
- Develop and refine procedures to be used in response operations.
- Conduct training and exercises for EOC and response team members.
- Prepare and maintain emergency operating procedures, resource inventories, personnel rosters, and resource mobilization information necessary for implementation of the responsibilities of the lead agency. Ensure lead agency personnel are trained in their responsibilities and duties.
- Develop and implement emergency response and law enforcement security and/or investigations services.
- Develop and present training courses for Emergency Support Function 16 personnel, provide information on critical facilities to the County Emergency Management and develop protocols for frequently provided services.
- Maintain liaison with support agencies.
- Conduct vulnerability analysis at critical facilities and make recommendations to improve the physical security.
- Participate in all hazards exercises involving Emergency Support Function 16.

2. RESPONSE ACTIONS

- Coordinate operations of Emergency Support Function 16 in the County Emergency Operations Center and/or at other locations as required.
- Establish and maintain a system to support on-scene direction, control, and coordination with the local Incident Commander, the county EOC, Regional Domestic Security Task Force, and the State EOC, or other coordination entities as appropriate.
- Establish Mutual Aid and liaison procedures for the following resources; Urban and Light Search and Rescue, Physical Security, Traffic Control, Escort Services, Patrol, Intelligence and Investigations support, Interoperable Communications and other resources, as required.
- Resource Management and Logistical Support.
- Implementation of Impact Assessment Teams to determine post-storm impact to Emergency Services and the ability to perform Continuity of Operations Plans to ensure the delivery of essential functions.
- Intelligence and Investigations support in the investigation of a suspected terrorist attack.
- Pre-position response resources when it is apparent that law enforcement resources will be necessary and be prepared to relocate resources to a safe area if they are endangered by the impact of the emergency situation.
- Monitor and direct law enforcement resources and response activities.
- Participate in EOC briefings, develop Incident Action Plans, Situation Reports, and attend meetings.
- Coordinate with support agencies, as needed, to support emergency response activities.
- Obtain County resources through the County Comprehensive Emergency Plan (CEMP); coordinate all resources into the affected areas from designated staging areas.
- Coordinate with other county ESFs to obtain resources and facilitate effective emergency response among all participating agencies and jurisdictions.

3. RECOVERY ACTIONS

- Continue to provide support as required until response activities are concluded or until they can be managed and staffed by the primary incident agency or jurisdictions.
- Continue to provide support as required to support the recovery phase. Normally, the requirements for law enforcement diminish during the recovery phase and the majority of assignments can be handled by the primary incident agency or jurisdictions.
- Initiate financial reimbursement process for these activities when such support is available.

4. MITIGATION ACTIONS

- Apply geographic information systems (GIS) to identify location(s) of vulnerable populations and critical infrastructure.
- Identify deficiencies or areas to be improved, and seek funds to enhance protective measures to lessen the impact on vulnerable populations, and/or minimize damage to critical facilities.
- Provide personnel with the appropriate expertise to participate in activities designed to reduce or minimize the impact of future disasters.

E. DIRECTION AND CONTROL

1. Emergency Support Function 16 complies with the Incident Command System (which is comprised of the following sections: Planning, Operations, Logistics and Finance/Administration with standardized forms and terminology) to manage emergency/disaster events. The Marion County Sheriff's Office serves as the lead agency for Emergency Support Function 16 activities. Emergency Management functions as the disaster prevention, protection, response, preparedness, recovery, and mitigation organization within Marion County. It is responsible for ensuring that all appropriate departments, support agencies, other Emergency Support Functions, and other private voluntary agencies are familiar with their roles and responsibilities about the emergency management system, in general, and Emergency Support Function 16 responsibilities, in particular.

2. Emergency Support Function 16 system operates in two arenas; the County Emergency Operations Center; 2) field locations.

3. During emergency activations, all management decisions regarding County or regional responses are made at the County Emergency Operations Center by the Emergency Support Function 16 coordinator. Under the Incident Command System structure, the Planning, Logistics, Finance/Administration, and Operations Section Coordinators and staff at the County Emergency Operations Center assist the on-scene incident commander in carrying out the overall mission.

4. A staffing directory and the Emergency Support Function 16 Emergency Operations Plan, its accompanying Appendices, Annexes, and Standard Operating guidelines are maintained by the Marion County Sheriff's Department with status of the call lists updated at least monthly and all other documents at least annually.

5. All local law enforcement field personnel are subordinate to the Emergency Support Function 16 at the County Emergency Operations Center.

6. In accordance with a mission assignment from Emergency Support Function 16, and further mission tasking by a Local primary agency, each support organization assisting Emergency Support Function 16 assignment will retain administrative control over its own resources and personnel but will be under the operation control of Emergency Support Function 16. Delegation of mission operational

control may be delegated to a Management Support Unit, Multi-Agency Coordination Team or a local entity.

F. RESPONSIBILITIES

1. *PRIMARY AGENCY*

- Provide leadership in directing, coordinating, and integrating overall County efforts to provide public safety assistance, rescue and recovery to affected areas and populations.
- Staff and operate a National Incident Management system compliant command and control structure (i.e., Incident Command System) to assure that services and staff are provided to areas of need.
- Coordinate and direct the activation and deployment of public safety personnel, supplies, and equipment and provide certain direct resources.
- ESF 16 members or designees will jointly evaluate the emergency situation, make strategic decisions, identify resource needs, and secure resources required for field operations.
- ESF 16 is responsible for monitoring law enforcement emergency response and recovery operations. ESF 16 members or designees will coordinate all State and Federal law enforcement resources into the affected areas from staging areas.
- ESF 16 will manage emergency incidents in accordance with each department's Standard Operating Guidelines and under the direction of the ESF 16 Emergency Coordinating Officer.
- ESF 16 members or designee will make specific requests for law enforcement assistance to ESF 16 at the State Emergency Operations Center. The State will activate resources through the State Emergency Response Plan.
- ESF 16 members or designees will continue to re-assess priorities and strategies, throughout the emergency, according to the most critical law enforcement needs.
- ESF 16 will demobilize resources and deactivate the ESF 16 station upon direction from the Emergency Operations Center's Operations Chief or Emergency Management Director.

2. *SUPPORT AGENCIES*

(NOTE: Each Support Agency should review its own roles and responsibilities and revise in conjunction with the Marion County Sheriff's Office)

- Support agencies will provide assistance to the Emergency Support Function with services, staff, equipment, and supplies that compliment the entire emergency response effort as the County Emergency Response Team addresses the consequences generated by the hazards that may impact the County (i.e., severe weather, tropical cyclones, environmental biological, terrorism, technological, and mass migration, etc.). Because services and resources are subject to change from time to time, emergency coordinators are responsible for frequently updating their resources capabilities with the Emergency Support Function 16.

- Emergency Management will provide EOC support, conduct briefings, direct needs assessments, distribute key information, and serve as liaison to the State EOC to request resources.
- Local Police Departments will send a liaison to the EOC to facilitate requests in conjunction with ESF 16.
- The Florida Department of Law Enforcement agency is responsible for the State overall command and coordination of Emergency Support Function 16, and the deployment of State law enforcement assets to affected local agencies. Responsible for staffing the State Emergency Operations Center, Regional Operations Center's, and maintaining liaison with affected Sheriff's and Chief's.
- The Department of Agriculture and Consumer Services, Office of Agricultural Law Enforcement will be responsible for assisting FDLE in the coordination of logistics (i.e., fuel, meals, generators, cots, etc.) in support of law enforcement. Assist in patrol assignments requiring four wheel drive vehicles. Furthermore, provide assistance in fixed post and other assignments as required.
- The Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco will be responsible for assisting law enforcement in staffing and coordinating fixed post assignments, and conducting assessments of all assignments staffed by Emergency Support Function 16.
- The Department of Corrections will be responsible for State prison evacuations, assistance to FDLE in county prison evacuation, debris removal, and as a source on inmate labor (on public property consistent with agency capabilities and responsibilities.
- The Department of Environmental Protection, Division of Law Enforcement will be responsible for assisting FDLE in the coordination of State park and State law enforcement related activities such as patrols, search and rescue missions, hazardous material incidents and damage assessments.
- The Florida Department of Financial Services, Division of Insurance Fraud will be responsible for assisting FDLE in staffing and coordination of intelligence gathering, search and rescue efforts with the State Fire Marshall, and post-disaster task forces and investigative efforts relating to unlicensed adjusters and fraudulent insurance claims and other insurance related crime. Further, provide assistance in other assignments as required.
- The Florida Sheriff's Task Force will ensure that a representative is dispatched to the State Emergency Operations Center to assist FDLE in coordinating the response from other Sheriff's Offices in the State. Responding personnel will be available to provide general law enforcement services to the impacted Sheriff(s) and Chiefs, and will provide equipment as required to fulfill their assignments.
- The Florida Police Chief Association will ensure that a representative is dispatched to the State Emergency Operations Center to assist FDLE in coordinating the response from other police departments in the State. Responding personnel will be available to provide general law enforcement services to the impacted Sheriff(s) and Chiefs, and will provide equipment as required to fulfill their assignments.
- The Department of Highway Safety and Motor Vehicles, Division of Florida Highway Patrol will be responsible for assisting FDLE in the coordination of Regional and Highway Evacuation Lane Plan (HELP), evacuations, traffic control,

road status closure information, high visibility patrol, and escorts. Furthermore, provide assistance in fixed post and other assignments as required.

- The Department of Lottery, Division of Security will be available for limited logistical transport assistance to State law enforcement, as required, and provide other law enforcement services consistent with agency capabilities and responsibilities.
- The Florida Fish and Wildlife Conservation Commission, Division of Law Enforcement will be responsible for conducting waterborne security evacuations, search and rescue, waterborne law enforcement, and patrol of rural natural areas, assist FDLE with communications issues and assist in mission requiring four-wheel drive, all terrain vehicles, vessels or aircraft. Further, provide assistance in fixed post and other assignments as required.
- The Department of Transportation, Division of motor Carrier Compliance will be responsible for assisting FDLE in coordinating size, weight and registration requirements as they pertaining to the movement of relief supplies and recovery equipment, including lowering size and weight restrictions and establishing fixed post assignments associated with Florida's transportation infrastructure, provide assistance as required.
- The Department of Juvenile Justice when possible will assist FDLE in coordinating activities and services, which may include but are not limited to; transporting of victims and/or supplies to disaster relief sites, providing temporary housing, preparing supplies for dissemination to disaster relief sites, assisting with the relocation of displaced citizens, assisting with food support services, providing limited, temporary manpower for restoration and cleanup, providing clerical/administrative support for command/communications centers.

G. Financial Management

1. Emergency Support Function 16 is responsible for managing financial matters related to resources that are procured and used during an event. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event. If a federally declared disaster exists, then a reimbursement formula is established by the Federal Emergency Management Agency that may be as much as 100 percent, but usually does not exceed 75 percent.

2. This section will coordinate closely with the Logistics Section to ensure that procurements and staff hours are properly documented and processed for payment and potential reimbursement. It will also be responsible for following up all financial issues after response has ceased by coordinating with Emergency Management officials, the State Division of Emergency Management fiscal agents and the Federal Emergency management Agency fiscal agents and directly with vendors as necessary.

3. Expenditures by other department entities will be documented by those entities and submitted directly to the Finance/Administration Section or a designated Finance Service officer as soon as possible.

Emergency Support Function (ESF) 17

Animal Issues

Primary Agency: Marion County Animal Services

Support Agencies:
Marion County Sheriff's Office
Marion County Veterinary Association
City of Ocala Police Department
City of Ocala Animal Control Division
Florida Veterinary Medical Association
Florida Animal Control Association
FDOH in Marion County
Silver Springs Attractions
Marion County Cattlemen's Association
Horse Organizations in Marion County
Ocala Breeders Sales
Southeastern Livestock Pavilion
World Equestrian Center
Central Florida Veterinary Medical Association
University of Florida
Institute of Food & Agricultural Science

I. Purpose

The purpose of Emergency Support Function 17 is to provide for the coordination of local resources in response to small pet, livestock, exotic animal care, agricultural issues, natural resource protection and recovery needs before, during, and following a significant natural or technological disaster. These issues are often overlooked in the planning process for disasters.

Emergency Support Function 17 will provide overall management, coordination, and prioritization of county-wide services and assets to support animal, agriculture, and natural resource needs in the event of a major emergency or disaster.

Emergency Support Function 17 readiness planning is guided by the following assumptions:

- Human lives may be lost due to the refusal of owners to evacuate without their pets or livestock. Public education by the County and animal-related organizations is needed to make the people aware of pet sheltering facilities available, and the need to plan in advance.
- The large number of homeless/injured pets, livestock, and exotic animals, would be a health and nuisance/bite threat which would necessitate a response to address the capture and subsequent sheltering of these animals.
- Triage and treatment of sick and injured animals to include euthanasia, if necessary, would have to be accomplished by veterinarians at designated shelters and private

offices.

- Commercial pet/livestock food would need to be imported into the county by prior arrangement with vendors. Food drops for wild animals would be organized by various wild-animal-related groups and state agencies.
- The accumulation of shelter animal waste and carcasses must be removed to approved solid waste dumping sites.
- The accumulation of animal carcasses throughout the County must be removed to approve solid waste dumping sites and/or burnt on site.
- Sheltered animals will need to be re-united with their owners after the disaster.
- Natural resources could be severely affected by disaster requiring a coordinated response effort
- A catastrophic event destroying the forests of Marion County would have a deep economic affect.
- Marion County has an abundance of food crops and livestock, any damage to these assets would have a deep economic affect.

II. Concept of Operations

A. General

1. Emergency Support Function 17 is organized consistent with the Incident Command System. This structure and system supports incident assessment, planning, procurement, deployment, and coordination and support operations to Marion County through the Marion County Emergency Management Team.

2. Procedures protocols and plans for disaster response activities are developed to govern staff operations at the Marion Emergency Operations Center and in the field.

3. In a large event requiring local or State mutual aid assistance, Emergency Support Function 17 will work with its support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.

4. Throughout the response and recovery periods, Emergency Support Function 17 will evaluate and analyze information regarding the availability of animal protection services.

5. At the time of activation of the EOC, Emergency Support Function 17 will be staffed on a 24-hour schedule to interface and communicate with other agencies and prioritize assistance requests.

B. ORGANIZATION

1. COUNTY

a. Emergency Management, or designee at the Emergency Operations Center, is responsible for all activity of the Emergency Support Function. All volunteer animal-related agencies will coordinate directly with this Emergency Support Function at the EOC. Marion County Extension Service will coordinate agriculture, and all large animals Emergency Support Function Activity with this ESF at the EOC.

b. During an activation of the County Emergency Operations Center, ESF 17 staff is directed by the Planning Section Chief. During an emergency or disaster event, the Planning Section Chief will coordinate the support resources from the support agencies.

c. During the response phase, Emergency Support Function 17 will evaluate and analyze information regarding volunteers and donations requests. Also, Emergency Support Function 17 will develop and update assessments of the requirements for resources to provide services in the impacted area and undertake contingency planning to meet anticipated demands and requirements.

d. Emergency Management develops and maintains the overall Emergency Support Function 17 Emergency Operations Plan and accompanying Appendices, Annexes and Standard Operating Guidelines that govern response actions related to emergencies.

e. Staffing of ESF 17 positions will be accomplished through using resources of the personnel from ESF 17 support agencies, and trained and screened unaffiliated volunteers.

C. ALERTS/NOTIFICATIONS

1. Emergency Support Function 17 will be activated or placed on standby upon notification by the County Emergency Management Office. The primary and support representatives or designees will jointly manage the emergency activities of ESF 17.

2. Initial notification will be sent by the Emergency Operations Center to the support agencies of notification of this ESF. Immediately following notification to activate this ESF, Marion County Emergency Management will complete the following:

   - Assure necessary emergency operating facilities and reporting systems are established.
   - Establish communications with the support agencies, obtain status report,
   - Request appropriate representation to the EOC.

D. ACTIONS

Actions carried out by Emergency Support Function 17 are grouped into phases of emergency management: prevention, preparedness, protection, response, recovery, and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. Emergency Support Function 17 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services.

The following is a series of checklists to help guide the ESF 17 Function throughout the phases of Emergency Management. These checklists are a tool and may not encompass the full scope of activities within the ESF 15 function.

1. PREPAREDNESS ACTIONS

- Actions and activities that develop response capabilities may include planning, training, orientation sessions, and exercises for Emergency Support Function 17 personnel (i.e., County, State, Regional, and Federal).
- Conduct planning with Emergency Support Function 17 support agencies, and other emergency support functions to refine operations.
- Deliver preparedness programs that address ESF 17 issues.
- Promote public awareness programs to address the phases of emergency management.
- Stockpile any supplies that may be needed for an activation.

2. RESPONSE ACTIONS

- Coordinate with Emergency Support Function 1 (Transportation), and Emergency Support Function 6 (Mass Care), to provide support in sheltering animals whose owners will not evacuate without their pets.
- Identify, mobilize, and deploy assessment representatives to the disaster area(s) to determine the specific health and safety needs and priorities. Emergency Support Function 17 will coordinate with other Emergency Support Functions represented at the EOC to provide support to aid in the relief efforts.

3. RECOVERY ACTIONS

- Provide continued care of sheltered animals, provide an extended network for the adoption of unclaimed animals, and assist in the relocation of sick and injured animals to permanent facilities until a return to normal operations.
- Work with the support agencies to complete recovery actions

4. MITIGATION ACTIONS

- Develop and deliver guidance for pet owners, farmers and owners of livestock on measures that can be taken to reduce losses from scenario disaster events

E. DIRECTION AND CONTROL

1. Emergency Support Function 17 complies with the Incident Management System (NIMS). which functions as the official disaster prevention, protection, response, preparedness, recovery, and mitigation organization within Marion County.

2. The Emergency Support Function 17 system operates at two levels: 1) County Emergency Operations Center; and 2) Field operations.

3. During emergency activations, all management decisions regarding County or regional response are made at the County Emergency Operations Center by the Emergency Support Function 17 coordinator. Under the Incident Command System structure, the Planning, Logistics, Finance/Administration, and Operations Section Coordinators and staff at the County Emergency Operations Center assist the commander in carrying out the overall mission.

4. A staffing directory and the Emergency Support Function 17 Emergency Operations Plan, its accompanying Appendices, Annexes, and Standard Operating guidelines are maintained by the Marion County Emergency Management with status of the call lists updated at least annually.

F. RESPONSIBILITIES

1. PRIMARY AGENCY

- Maintain equipment and resources necessary to manage livestock in a disaster situation.
- Provide or arrange the transportation of livestock in the aftermath of a disaster.
- Assist in the establishment of housing for livestock and displaced animals.
- Function as the County's representative/liaison to the Emergency Operations Center (EOC) Team for the activities and responsibilities carried out by the primary and support agencies of this ESF.
- Investigate all animal bites.
- Facilitate the transportation of injured, stray, or nuisance animals to animal care facilities.
- Assist emergency response teams with animal-related problems.
- Make the arrangements for the removal and disposal of dead animals.
- Coordinate with the Marion County Public Health Unit for the release of public information regarding animals and related health issues.
- Enforce the Marion County Animal Control Ordinance.
- Provide for quarantine of bite animals for observation. Impounding animals roaming at large.
- Euthanize sick and/or injured animals through assigned and authorized persons.
- Return wild animals to their natural environment.
- Respond to animal-related inquiries.

- Investigate animal cruelty and neglect complaints.

3. SUPPORT AGENCIES:

(NOTE: Each Support Agency should review its own roles and responsibilities and revise in conjunction with the Marion County Emergency Management).

- Notify, activate, and mobilize all personnel and equipment to perform or support assigned functions.
- Designate and assign personnel for staffing of all facilities at which this Emergency Support Function is required, and providing representation when it is determined by the primary agency of this Emergency Support Function to be necessary.
- Coordinate all actions of the support agency with the primary agency when performing the assigned missions of this Emergency Support Function.
- Identify all personnel and resource requirements to perform assigned missions which are in excess of the support agencies' capabilities.

- Notify, activate, and mobilize all agencies assigned to the ESF.
- Coordinate all support agency actions in performance of missions assigned to this ESF.
- Coordinate requests for assistance and additional resources necessary during performance of the mission with the appropriate agencies.
- Function as the County's representative/liaison to the Emergency Operations Center (EOC) Team for the activities and responsibilities carried out by the primary and support agencies of this ESF.

G. FINANCIAL MANAGEMENT

1. Emergency Support Function 17 is responsible for managing financial matters related to resources that are procured and used during an event. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event. If a federally declared disaster exists, then a reimbursement formula is established by the Federal Emergency Management Agency that may be as much as 100 percent, but usually does not exceed 75 percent.

2. Expenditures by support entities will be documented by those entities and submitted directly to the Finance/Administration Section or a designated Finance Service officer as soon as possible.

Emergency Support Function (ESF) 18

Business and Industry

Primary Agency: Chamber and Economic Partnership (CEP)

Support Agencies: Marion County Administrator's Office
Marion County Emergency Management
Marion County Community Services Division
City of Ocala, Community Programs Department
Community Foundation for Ocala/Marion County

I. Purpose

The purpose of Emergency Support Function (ESF) 18 is to coordinate local actions that will provide immediate and short-term assistance for the needs of business, industry, and economic stabilization. Preparedness and response assistance may include accessing the financial, workforce, technical, and community resources that may affect a community's ability to restore business operations as quickly as possible and resume focus on long-term business strategies. Coordination of local business assistance is done primarily through networks of local and regional economic, workforce and tourism development partners, as well as business support organizations who determine the most efficient and effective ways to manage the access to these services at the local and regional level. ESF 18 will support the Marion County Emergency Operations Center (EOC) efforts via identification and solicitation of resources to meet identified needs. ESF 18 will also support county efforts by facilitating and coordinating intermediate and long term economic impact statements.

II. Concept of Operations

A. General

The coordination of local agencies and organizations involved in assisting economic development, workforce, tourism and other business support agencies and organizations includes the performance of tasks related to preparedness, response, recovery and mitigation where local resources are not sufficient and local government requests state assistance. Included among ESF 18 tasks are the following:

1. Provide information and training on implementing support to the business community.

2. Provide economic damage assessments to EOC.

3. Provide recovery assistance to businesses of all sizes in all industry sectors through the networks of state, regional and local partners.

4. Coordinate with regional and local economic and workforce development and business organizations to refer volunteer personnel; coordinate efforts to provide immediate assistance to the employers and employees in the county.

5. Coordinate with the Plans Section to ensure that information is provided on the assessment of overall physical and economic damage to the business communities and business preparedness, response and recovery matters, before, during and after the disaster.

6. Facilitate communication of specific business and industry sector status or ability to return to normal operation post event. This information will be used to provide appropriate and timely logistical support.

7. Coordinate with the ESF 14 PIO to support public education efforts, press releases, media interviews, and distribution of printed materials that describes the available resources and business assistance initiatives, including small business assistance centers and workshops, that are being activated in each impacted community.

8. Coordinate with all ESFs as deemed appropriate based on the disaster event type.

9. Coordinate and facilitate the delivery of a comprehensive economic impact statement as appropriate based on the disaster event type.

10. Coordinate with local economic development organizations and other sources of business damage impact information to determine general business needs and to determine the desire and need of the community to request activation of the Florida Small Business Emergency Bridge Loan Program and/or small business assistance centers and workshops.

11. Coordinate with ESF 15 Volunteers and Donations to locate and arrange for distribution of emergency and longer term relief supplies that can be sourced from Florida-based companies.

12. Coordinate and facilitate pre and post event workshops for educating and training businesses in disaster preparation, business continuity planning and recovery.

13. Support the development of and training for an enhanced pool of qualified Marion County businesses that can respond to public and private resource needs (products and services).

B. ORGANIZATION

1. COUNTY

a. During an activation of the County Emergency Operations Center, ESF 18 staff is directed by the Planning Section Chief. During an emergency or disaster event, the Planning Section Chief will coordinate the support resources from the support agencies.

b. During the response phase, Emergency Support Function 17 will evaluate and analyze information regarding business and industry requests. Also, Emergency Support Function 18 will develop and update assessments of the requirements for resources to

provide services in the impacted area and undertake contingency planning to meet anticipated demands and requirements.

c. Emergency Management develops and maintains the overall Emergency Support Function 18 Emergency Operations Plan and accompanying Appendices, Annexes and Standard Operating Guidelines that govern response actions related to emergencies.

d. Staffing of ESF 17 positions will be accomplished through using resources of the Marion County Emergency Management along with personnel from ESF 18 support agencies, and trained and screened unaffiliated volunteers.

C. ALERTS/NOTIFICATIONS

1. Emergency Support Function 18 will be activated or placed on standby upon notification by Emergency Management. The primary and support representatives or designees will jointly manage the emergency activities of ESF 18.

2. Initial notification will be sent by the Emergency Operations Center to the support agencies of notification of this ESF. Immediately following notification to activate this ESF, Marion County Emergency Management will complete the following:

   - Assure necessary emergency operating facilities and reporting systems are established.
   - Establish communications with the support agencies, obtain status report,
   - Request appropriate representation to the EOC.

D. ACTIONS

Actions carried out by Emergency Support Function 18 are grouped into phases of emergency management: prevention, preparedness, protection, response, recovery, and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. Emergency Support Function 18 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services.

The following is a series of checklists to help guide the ESF 18 Function throughout the phases of Emergency Management. These checklists are a tool and may not encompass the full scope of activities within the ESF 18 function.

1. PREPAREDNESS ACTIONS

- ☐ Education and training of business community.
- ☐ Encourage and coordinate local agencies/organizations and resource organizations participation in disaster exercises.
- ☐ Assist in releasing information annually on disaster planning and safety for businesses through news releases, electronic advisories, or printed materials/brochures.

- Develop and maintain a database of all county/local primary economic, tourism, and workforce development organizations and other designated business support organization emergency coordinators.

- Assist local primary economic development organizations and their support organizations in identifying financial or other resources that may be employed to assist in immediate and long-term business recovery.

- Develop and maintain a database of agencies and private associations that will provide additional support to conduct emergency support for business recovery in any impacted community.

2. RESPONSE ACTIONS

- Track the business and economic preparation and recovery activities of all local primary economic and tourism development organizations as well as other business support organizations before, during, and after the disaster.

- Maintain a roster of support agencies/organizations emergency coordinators.

- Coordinate with ESF 14 to both provide and disseminate information pertinent to assisting in emergency response and recovery to impacted businesses and communities.

- Coordinate initial assessment of general business impact (in terms of employment, lost revenues, lost customers, etc.) through coordination of locally based economic development and business support agencies/organizations

3. RECOVERY ACTIONS

- Continue to coordinate assessments of general business impact (in terms of physical damage, employment, lost revenues, lost customers, etc.) working with locally based economic development, tourism, workforce, and business support agencies/organizations.

- Coordinate with state, regional and local agencies/organizations, to compile estimates of physical damage to local business communities necessary to determine the need to request activation of the Florida Small Business Emergency Bridge Loan.

- Coordinate with federal, State, regional and county agencies and other business support resources to establish Business Assistance/Resource Centers and Business Resource Workshops in impacted communities.

- Coordinate the compilation of longer-term economic impact assessment of general business impact (in terms of employment, lost revenues, lost customers, etc.) through locally based economic, tourism development and business support agencies/organizations.

- Coordinate the development and delivery of comprehensive intermediate and long term economic impact statements.

- Contact and maintain communications with the private sector, local and statewide economic development, tourism, workforce and business support organizations and state agencies to foster participation in ESF 18 activities.

- Participate in long-term recovery activities involving state and federal agencies.

- Facilitate and coordinate the involvement and participation of local and regional economic development, tourism, workforce and business support organizations in such efforts at the local level.

4. MITIGATION ACTIONS

- Facilitate the identification of and access to sources of infrastructure financing that augment existing state and community resources that enhance mitigation efforts.

- Participate on the Local Mitigation Strategy Committee.

E. DIRECTION AND CONTROL

1. The activities of ESF 18 initially will be coordinated through the Marion County EOC

F. RESPONSIBILITIES

1. PRIMARY AGENCY

- Maintain a roster of personnel to staff the ESF 18 and ensure appropriate assignment of staff as long as the EOC is operational.

- Coordinate overall preparedness, response, recovery, and mitigation activities for ESF 18.

2. SUPPORT AGENCIES:

(NOTE: Each Support Agency should review its own roles and responsibilities and revise in conjunction with the Marion County Emergency Management).

ESF 18 representatives need to be aware of their organization's capability to provide services and support for business and economic recovery in impacted communities and ensure availability of those services and support as needed for response and recovery.

G. FINANCIAL MANAGEMENT

1. Emergency Support Function 18 is responsible for managing financial matters related to resources that are procured and used during an event. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event. If a federally declared disaster exists, then a reimbursement formula is established by the Federal Emergency Management Agency that may be as much as 100 percent, but usually does not exceed 75 percent.

File #: 2026-0837 Agenda Item #: 6e.

Submitted By: Pamela Omichinski

Presentation By: Angel Jacobs

Department: City Clerk

FORMAL TITLE:
Reappointment of Jane Cosand to the Ocala Historic Preservation Advisory Board for a new three-year term ending March 1, 2029

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Ocala Historic Preservation Advisory Committee (OHPAB) oversees the City's historic resources, advises City Council and City departments on matters related to these resources, and manages Certificates of Appropriateness for properties located within the Tuscawilla Park and Ocala Historic Districts. It consists of nine members.

The term of current board member Jane Cosand expired on March 1, 2026, and she has submitted an application for reappointment to a new three-year term ending on March 1, 2029. For the previous year, OHPAB held 11 meetings, of which Ms. Cosand was present for nine and excused for two. There were no other applicants.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Application Form

Profile

Prefix	First Name	Last Name
	Jane	Cosand

janecosand@gmail.com
Email Address

520 SE Wenona Ave
Home Address

Suite or Apt

City	State	Postal Code
Ocala	FL	34471

Business Name and Address

retired
Occupation

Primary Phone	Alternate Phone
Home: (352) 804-7144	

Are you a resident of Marion County?

(•) Yes ( ) No

If you are a resident, state length of time in years:

32

Do you own property within the City Limits?

(•) Yes ( ) No

Do you reside within the City Limits?

(•) Yes ( ) No

Do you own a business within the City Limits?

( ) Yes (•) No

Do you hold a public office?

( ) Yes (•) No

Are you a registered City voter?

◉ Yes ○ No

Are you employed by the City?

○ Yes ◉ No

At the present time, do you serve on a City Board, Commission, Authority, or Committee?

◉ Yes ○ No

Please Note: A board/commission member shall not serve on more than one City board/commission at a time, unless that board/commission is an interim Ad Hoc Committee.

Which Boards would you like to apply for?

Historic Preservation Advisory Board: Submitted

Please note this application is effective for one year from date of submission.

Until such time as you are selected for the board/commission of your choice, can we submit your application when vacancies occur without contacting you each time?

◉ Yes ○ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why do you think you are qualified to serve on this board/commission?

I have lived in the Ocala Historic District for 32 years and love the districts. I also served on the HOPS Board for 25 years.

Brief Resume of Education and Experience:

I am a retired Registered Nurse and was a Director of Nursing for 25 years.

Upload a Resume

By submitting this application, you hereby confirm that you have read and understand the application, that all information furnished by yourself is true and accurate and that, to the best of your knowledge, you meet the criteria for serving on the board(s)/commission(s) for which you are applying.

If you have any questions, please call the Office of the City Clerk at (352) 629-8266.

File #: 2026-0838 Agenda Item #: 6f.

Submitted By: Pamela Omichinski

Presentation By: Angel Jacobs

Department: City Clerk

FORMAL TITLE:
Reappointment of Dustin Magamoll to the Board of Adjustment for a new four-year term ending March 1, 2030

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Board of Adjustment considers applications for zoning variances and special exception considerations for business and residential construction projects within the Ocala city limits.

The board consists of seven members. The term of board member Dustin Magamoll expired on March 1, 2026, and he has applied for reappointment to a new four-year term ending on March 1, 2030. In the past year, there have been three board meetings, and Mr. Magamoll was present for two, and excused from one. There were no other applications.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Application Form

Profile

Prefix	First Name	Last Name
	Dustin	Magamoll

dmagamoll@ocalafl.gov
Email Address

2733 SE 27th Ave
Home Address

Suite or Apt

City	State	Postal Code
Ocala	FL	34471

Business Name and Address

1521 se 36th ave

Construction management
Occupation

Primary Phone	Alternate Phone
Home: (352) 572-2668	Home: (352) 629-8177

Are you a resident of Marion County?

(•) Yes ( ) No

If you are a resident, state length of time in years:

45

Do you own property within the City Limits?

(•) Yes ( ) No

Do you reside within the City Limits?

(•) Yes ( ) No

Do you own a business within the City Limits?

(•) Yes ( ) No

Do you hold a public office?

( ) Yes (•) No

Are you a registered City voter?

◉ Yes ○ No

Are you employed by the City?

○ Yes ◉ No

At the present time, do you serve on a City Board, Commission, Authority, or Committee?

◉ Yes ○ No

Please Note: A board/commission member shall not serve on more than one City board/commission at a time, unless that board/commission is an interim Ad Hoc Committee.

Which Boards would you like to apply for?

Board of Adjustment: Submitted

Question applies to Planning & Zoning Commission,Board of Adjustment

Property Description:

2733 se 27th ave

Question applies to multiple boards

Please Note: You will be required to complete a Financial Disclosure Form upon appointment to the following boards/commissions:

1. Board of Adjustment
2. Ocala Planning and Zoning Commission
3. Municipal Code Enforcement Board
4. Firefighters' Pension Board of Trustees
5. General Employee Retirement System Board of Trustees
6. Ocala Police Officers' Retirement System Board of Trustees

Please note this application is effective for one year from date of submission.

Until such time as you are selected for the board/commission of your choice, can we submit your application when vacancies occur without contacting you each time?

◉ Yes ○ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why do you think you are qualified to serve on this board/commission?

I am currently on the board of adjustment.

Brief Resume of Education and Experience:

Bachelors in building construction science 25 years of construction experience in Marion county

Upload a Resume

By submitting this application, you hereby confirm that you have read and understand the application, that all information furnished by yourself is true and accurate and that, to the best of your knowledge, you meet the criteria for serving on the board(s)/commission(s) for which you are applying.

If you have any questions, please call the Office of the City Clerk at (352) 629-8266.

File #: 2026-0839 Agenda Item #: 6g.

Submitted By: Pamela Omichinski

Presentation By: Angel Jacobs

Department: City Clerk

FORMAL TITLE:
Appointment of Erica Gibb to the Board of Adjustment for the remainder of an unexpired four-year term ending March 1, 2028

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Board of Adjustment considers applications for zoning variances and special exception considerations for business and residential construction projects within the Ocala city limits.

The board consists of seven members. There has been a vacancy on the board for a term running from March 1, 2024 to March 1, 2028, and Ms. Gibb has submitted her application to be considered for the vacancy. There are no other applications.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

Application Form

Profile

Prefix | Erica (First Name) | Gibb (Last Name)

ericagibbrealtor@gmail.com
Email Address

524 SE 40TH TERR
Home Address

Suite or Apt

Ocala
City

FL
State

34471
Postal Code

Business Name and Address

Realtor
Occupation

Mobile: (305) 586-4270
Primary Phone

Alternate Phone

Are you a resident of Marion County?

◉ Yes ○ No

If you are a resident, state length of time in years:

3.5

Do you own property within the City Limits?

○ Yes ◉ No

Do you reside within the City Limits?

◉ Yes ○ No

Do you own a business within the City Limits?

○ Yes ◉ No

Do you hold a public office?

○ Yes ◉ No

Are you a registered City voter?

◉ Yes ○ No

Are you employed by the City?

○ Yes ◉ No

At the present time, do you serve on a City Board, Commission, Authority, or Committee?

○ Yes ◉ No

Please Note: A board/commission member shall not serve on more than one City board/commission at a time, unless that board/commission is an interim Ad Hoc Committee.

Which Boards would you like to apply for?

Board of Adjustment: For Review

Question applies to Board of Adjustment,Planning & Zoning Commission

Property Description:

Please clarify.

Question applies to multiple boards

Please Note: You will be required to complete a Financial Disclosure Form upon appointment to the following boards/commissions:

1. Board of Adjustment
2. Ocala Planning and Zoning Commission
3. Municipal Code Enforcement Board
4. Firefighters' Pension Board of Trustees
5. General Employee Retirement System Board of Trustees
6. Ocala Police Officers' Retirement System Board of Trustees

Please note this application is effective for one year from date of submission.

Until such time as you are selected for the board/commission of your choice, can we submit your application when vacancies occur without contacting you each time?

◉ Yes ○ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why do you think you are qualified to serve on this board/commission?

I am qualified to serve on this board/commission because my professional background combines public service, regulatory compliance, and direct community engagement. I have spent over a decade working in systems that require accountability, ethical decision making, and collaboration with multiple stakeholders, including public agencies, service providers, and residents. My experience spans education, behavioral health, care coordination, and real estate, giving me a practical understanding of how policies and decisions made at the board level directly impact individuals, families, and neighborhoods. I am skilled at reviewing complex information, navigating regulations, and advocating for solutions that balance compliance with real world needs. Currently, as a Realtor serving Marion County, I work closely with residents, business owners, and local professionals, which keeps me grounded in the day to day realities facing our community. I bring strong organizational skills, clear communication, and the ability to think critically under pressure while remaining fair, respectful, and community focused. I am committed to serving with integrity, preparation, and a genuine desire to contribute thoughtful input that supports responsible growth, transparency, and the overall well being of the city.

Brief Resume of Education and Experience:

E R I C A M . G I B B C O N T A C T 305 - 586 - 4270 EricaGibbRealtor@gmail.com 524 SE 40 TH Terr, Ocala, FL 34471 P R O F I L E S U M M A R Y Dedicated and resourceful professional experienced in high-pressure client-focused environments. Proven success managing complex client needs, coordinating services, building trusted relationships, and navigating regulatory systems. Highly adaptable, organized, and intuitive communicator known for thinking on their feet and delivering personalized, results-driven service. W O R K E X P E R I E N C E Next Generation of Marion County (The Truluck Team) 08/2025 - Present Realtor Miami-Dade Public Schools (MDPS), Miami, FL 03/2018 - 04/2022 Faculty Provide individualized support to students with diverse needs, collaborating with multidisciplinary teams to implement effective learning strategies. Centene/Sunshine Health Plan, Sunrise, FL 09/2013 – 03/2018 Long Term Case Manager / Care Coordinator Coordinated care plans, assessments, and community resources to ensure members received comprehensive health services. Conducted on-site and remote support, effectively managing documentation, compliance, and patient needs. Targeted Case Manager, Miami, FL 06/2011 – 07/2013 Fellowship House Developed and monitored individualized care plans in coordination with clinical and administrative staff. Ensured compliance with documentation and program standards. Supported clients in accessing healthcare, housing, and community services. AYUDA, Inc. – Miami Beach, FL 08/2010 – 06/2011 Managed complex family caseloads, conducted home visits, and completed intake assessments. Balanced administrative tasks with direct client support across multiple service area. P R O F E S S I O N A L C R E D E N T I A L S FLORIDA REAL ESTATE SALES ASSOCIATE M.S. MENTAL HEALTH COUNSELING, CARLOS ALBIZU UNIVERSITY MIAMI, FL (2013) A D D I T I O N A L C O M P E T E N C I E S Community Behavioral Health Conflict and Crisis Management Person-Centered Care Planning Cultural Diversity Health and Safety Client/Patient Rights Family Therapy and Services School System and Support

Upload a Resume

By submitting this application, you hereby confirm that you have read and understand the application, that all information furnished by yourself is true and accurate and that, to the best of your knowledge, you meet the criteria for serving on the board(s)/commission(s) for which you are applying.

If you have any questions, please call the Office of the City Clerk at (352) 629-8266.

File #: 2026-0840 Agenda Item #: 6h.

Submitted By: Pamela Omichinski

Presentation By: Angel Jacobs

Department: City Clerk

FORMAL TITLE:
Reappointment of Michael Kroitor and Shirley J. Wright to the Municipal Code Enforcement Board for new three-year terms ending March 1, 2029

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Code Enforcement Division enforces codes governing zoning, nuisance abatement, contracting and permitting requirements of the City of Ocala and the State of Florida, occupational licenses, sign codes, alcohol location permits, and other local ordinances and state statutes. The Municipal Code Enforcement Board hears cases relating to code violations.

The term of current board members Michael Kroitor and Shirley J. Wright expired on March 1, 2026, and they have applied for reappointment to a new three-year terms ending on March 1, 2029. Over the past year, there have been twelve meetings; of which, Ms. Wright was present for all twelve, and Mr. Kroitor was present at eight, with four absences. There were no other applicants.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

Application Form

Profile

Prefix	First Name	Last Name
	Michael	Kroitor

mkroitor@gmail.com
Email Address

2401 SE 13th St
Home Address

Suite or Apt

City	State	Postal Code
Ocala	FL	34471

Business Name and Address

Knockout Supplies LLC 3315 SW 13th Street Unit 205 Ocala, FL 34474 MJMD LLC 3315 SW 13th Street Unit 206 Ocala, FL 34474

Self Employed
Occupation

Primary Phone	Alternate Phone
Mobile: (352) 817-7707	Business: (352) 368-2113

Are you a resident of Marion County?

(•) Yes ( ) No

If you are a resident, state length of time in years:

30+ years

Do you own property within the City Limits?

(•) Yes ( ) No

Do you reside within the City Limits?

(•) Yes ( ) No

Do you own a business within the City Limits?

(•) Yes ( ) No

Do you hold a public office?

( ) Yes (•) No

Are you a registered City voter?

◉ Yes ○ No

Are you employed by the City?

○ Yes ◉ No

At the present time, do you serve on a City Board, Commission, Authority, or Committee?

◉ Yes ○ No

Please Note: A board/commission member shall not serve on more than one City board/commission at a time, unless that board/commission is an interim Ad Hoc Committee.

Which Boards would you like to apply for?

Municipal Code Enforcement Board: For Review

Question applies to multiple boards

Please Note: You will be required to complete a Financial Disclosure Form upon appointment to the following boards/commissions:

1. Board of Adjustment
2. Ocala Planning and Zoning Commission
3. Municipal Code Enforcement Board
4. Firefighters' Pension Board of Trustees
5. General Employee Retirement System Board of Trustees
6. Ocala Police Officers' Retirement System Board of Trustees

Please note this application is effective for one year from date of submission.

Until such time as you are selected for the board/commission of your choice, can we submit your application when vacancies occur without contacting you each time?

◉ Yes ○ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why do you think you are qualified to serve on this board/commission?

I am deeply committed to making a positive impact in my community and dedicated to improving the quality of life for all residents of the City of Ocala. Through active participation on the board, I aim to contribute my skills, insights, and passion to support our city.

Brief Resume of Education and Experience:

Currently, I am the Co-Chairman and in years past have served as Chair for the City of Ocala Code Enforcement Board and have been on the board for many years. Also, I serve as Chairman for the Marion County Planning and Zoning Board for 7 years.

Upload a Resume

By submitting this application, you hereby confirm that you have read and understand the application, that all information furnished by yourself is true and accurate and that, to the best of your knowledge, you meet the criteria for serving on the board(s)/commission(s) for which you are applying.

If you have any questions, please call the Office of the City Clerk at (352) 629-8266.

Application Form

Profile

Prefix | Shirley (First Name) | Wright (Last Name)

wright_sj@yahoo.com
Email Address

2313 NW 24th Rd
Home Address

Suite or Apt

Ocala
City

FL
State

34475
Postal Code

Business Name and Address

2313 NW 24th Road

Retired
Occupation

Home: (352) 207-3858
Primary Phone

Home: (352) 732-0097
Alternate Phone

Are you a resident of Marion County?

(•) Yes ( ) No

If you are a resident, state length of time in years:

45

Do you own property within the City Limits?

(•) Yes ( ) No

Do you reside within the City Limits?

(•) Yes ( ) No

Do you own a business within the City Limits?

( ) Yes (•) No

Do you hold a public office?

( ) Yes (•) No

Are you a registered City voter?

◉ Yes ○ No

Are you employed by the City?

○ Yes ◉ No

At the present time, do you serve on a City Board, Commission, Authority, or Committee?

◉ Yes ○ No

Please Note: A board/commission member shall not serve on more than one City board/commission at a time, unless that board/commission is an interim Ad Hoc Committee.

Which Boards would you like to apply for?

Municipal Code Enforcement Board: For Review

Question applies to multiple boards

Please Note: You will be required to complete a Financial Disclosure Form upon appointment to the following boards/commissions:

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6. Ocala Police Officers' Retirement System Board of Trustees

Please note this application is effective for one year from date of submission.

Until such time as you are selected for the board/commission of your choice, can we submit your application when vacancies occur without contacting you each time?

○ Yes ◉ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why do you think you are qualified to serve on this board/commission?

I understand the importance of maintaining safe, clean, and compliant properties to protect public health, preserve neighborhood standards, and enhance quality of life. My collaborative approach, ethical mindset, and dedication to service position me to effectively support the division’s mission of ensuring properties within the city meet established codes and regulations.

Brief Resume of Education and Experience:

I am well qualified to serve as a member of Code Enforcement because I bring a strong background in public service, education, and community engagement. My professional experience has strengthened my attention to detail, ability to interpret policies, and commitment to fairness and accountability. As an educator and community advocate, I have worked closely with diverse populations, addressing concerns with professionalism, clear communication, and respect. I have served in this capacity for five years or more.

Upload a Resume

By submitting this application, you hereby confirm that you have read and understand the application, that all information furnished by yourself is true and accurate and that, to the best of your knowledge, you meet the criteria for serving on the board(s)/commission(s) for which you are applying.

If you have any questions, please call the Office of the City Clerk at (352) 629-8266.

File #: 2026-0873 Agenda Item #: 6i.

Submitted By: Pamela Omichinski

Presentation By: Angel Jacobs

Department: City Clerk

FORMAL TITLE:
City Council meeting minutes

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:

Attached:

- City Council regular meeting minutes from February 17, 2026
- City Council work session minutes from January 13, 2026

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Ocala
City Council: Work Session
Minutes

Tuesday, January 13, 2026 **12:00 PM**

RE: Sanitation Rate Study

1. Call to Order

2. Roll Call

Present: Mayor Ben Marciano
Pro Tem Jay A. Musleh
Council Member Kristen M. Dreyer
Council Member James P. Hilty Sr
Council Member Barry Mansfield
Council President Ire J. Bethea Sr

3. Public Notice

- **Public Notice for the January 13, 2026 City Council Work Session was posted on January 9, 2026**

4. Topics for Discussion

4a. Sanitation Rate Study

Presentation By: Darren Park

Darren Park, Public Works Director, opened the discussion by referencing the November 12 meeting in which the consultant's recommendations for sanitation services were previously reviewed. Staff had been directed at that time to evaluate the potential impact of discontinuing curbside single-stream recycling on future rate increases, as well as to examine options for bringing Trinity Villa's sanitation rates into alignment with those applied to other multifamily complexes. Mr. Park then introduced the consultant to present the updated information and invited attendees to ask questions throughout the presentation.

Thierry Boveri, Vice President of Raftelis, introduced himself and noted that the firm's lead analyst was also present. Mr. Boveri stated that the purpose of the presentation was to provide a brief recap of the original sanitation rate study previously presented, followed by an update based on the Council's direction. He outlined three specific items identified for re-evaluation:

- the impact of delaying rate implementation until March,
- adjusting the Trinity Villas rate to align with the multifamily rate, and
- determining the effect on rates if the City eliminated the curbside single-stream recycling program under the existing contract.

Mr. Boveri advised that each item would be addressed in detail and that the goal of the updated review was to support further direction from the Council. He then referenced a slide from the November presentation illustrating the forecasted revenue requirements of the solid waste system, including operating and maintenance expenses, indirect cost allocations, and capital needs. Mr. Boveri noted that revenues were insufficient beginning in FY 2025 to fully fund capital requirements, although operating costs could be met. He attributed the shortfall primarily to inflationary increases in solid waste operations, which have exceeded typical consumer inflation. Although some rate adjustments had been made in prior years, he stated that the system had not kept pace over the last decade. The consultant therefore developed a two-year rate adjustment plan intended to restore financial sustainability while moderating customer impacts.

Mr. Boveri reviewed additional components of the November presentation, noting that commercial bill impacts had previously been outlined. He emphasized that recommended commercial rate increases were proportional to those proposed for residential and multifamily customers, with slightly higher adjustments in the first two years followed by inflationary increases thereafter.

He reiterated that the original recommendations included a two-year rate adjustment plan followed by annual indexing aligned with industry-specific inflation metrics, specifically the solid waste “garbage and trash” index within the Consumer Price Index. This approach was intended to maintain pace with rising costs and preserve adequate margins for required capital needs. He further recommended that the City conduct periodic cost-of-service reviews every three to five years, or sooner if significant operational changes occurred.

Mr. Boveri summarized the three main areas the Council requested for re-evaluation: delaying the rate implementation date, adjusting Trinity Villas’ rate structure, and analyzing the impact of eliminating curbside recycling services. He reported that delaying implementation until March did not materially affect the financial condition of the solid waste enterprise fund, with projected cash balances remaining above policy targets.

Regarding Trinity Villas, Mr. Boveri presented three scenarios for adjusting their rates to align with the multifamily customer class: maintaining the current rate (baseline), phasing in adjustments over three years, or phasing in over five years. Both phase-in options ultimately align the Trinity Villas rate with the multifamily rate by FY 2028 or FY 2030, respectively. He noted that the financial impact to the enterprise fund is minimal due to the small number of accounts affected, and the question is primarily one of rate equity. Council direction on the preferred option would be needed at a future point.

Mr. Boveri then addressed the evaluation of eliminating curbside recycling. He outlined

key assumptions, including an estimated annual reduction of approximately $1.6 million in contractor costs if curbside recycling services were discontinued. This would be partially offset by an estimated $200,000 annual increase in landfill disposal costs due to recyclable material being routed to the solid waste stream. The net reduction to the system was estimated at approximately $1.4 million annually. For conservative modeling, these changes were assumed to begin in FY 2027, though implementation as early as April could generate additional savings. He also identified potential one-time costs of approximately $1 million for operational adjustments, and an ongoing annual cost of roughly $100,000 to support a staffed convenience center to provide residents with an alternative recycling option.

Mr. Park clarified that the estimated one-time cost assumption for replacing recycling carts was intentionally conservative. He noted that not all residents would require a second cart if curbside single-stream recycling were eliminated, as some already have sufficient capacity and others may not request an additional cart. The higher estimate was used to ensure adequate budgeting, and Mr. Park emphasized that the figure represents a cautious upper-range projection.

Council Member Musleh asked how many accounts were included in the Trinity Villas customer group and whether their waste generation was relatively minimal. Mr. Park responded that there were approximately 240 accounts, most of which were single-occupancy and predominantly elderly residents. He noted that Trinity Villas does not receive curbside single-stream recycling service but does have access to a cardboard dumpster onsite, which is generally sufficient for their level of usage.

Mr. Boveri reiterated that the Trinity Villas matter was primarily an equity consideration, as the number of accounts involved did not materially impact the overall financial condition of the sanitation system. He then presented projected rate increases under the scenario in which curbside recycling is retained. Under this option, single-family and multifamily customers would see increases of just under $2.00 per month in FY 2026 and FY 2027, followed by increases of approximately $1.00 per month in subsequent years. Commercial customer increases would remain consistent with the November recommendations, as recycling adjustments do not affect commercial service.

He concluded his updated analysis and requested Council direction on the items previously identified. Mr. Park added that staff was seeking specific direction regarding the future of curbside single-stream recycling and the rate alignment for Trinity Villas. He stated that if curbside single-stream recycling were to be eliminated, the Council would also need to determine whether to reinstate staffed drop-off recycling locations. Should the Council wish to proceed with drop-off sites, staff would begin with existing viable locations and return for further direction as needed.

Mr. Park noted that eliminating curbside recycling would also require establishing a new contract for processing the collected materials. He estimated that implementing the

change-and notifying all customers-would require approximately three months. This timeline includes securing the processing contract, reinstating drop-off sites, and informing residents both of the discontinuation of curbside single-stream recycling and the availability of the designated drop-off locations.

Council Member Musleh asked which materials would be accepted for recycling should drop-off locations be reestablished, noting that glass would likely not be included. Mr. Park confirmed that glass would not be accepted and identified cardboard, paper, steel and aluminum cans, and plastics #1 and #2 as viable materials. He added that residents often cannot reliably identify plastic types, which can complicate source separation.

Council Member Dreyer asked about rate implementation timing and confirmed the effective date of the first rate increase as March 1, with the second increase occurring on October 1. Under the proposed structure, subsequent annual adjustments would follow the solid waste CPI index. Mr. Park noted that eliminating curbside single-stream recycling would lower the projected rate increases. Staff displayed the comparative rate tables and charts at the Council Member's request.

Council Member Hilty asked for clarification regarding disposal practices at regional facilities and whether recyclable materials placed in the regular waste stream would be separated by the processor, potentially generating credits for the City. Mr. Park explained that while the State of Florida previously maintained a recycling goal, it no longer has a comprehensive plan in place. Only three counties currently meet the former goal, all of which operate waste-to-energy facilities. He stated that achieving high diversion rates requires waste-to-energy processing, which is not contemplated in the City's scenarios, and that dual-stream or single-stream processing would not produce such credits.

Council Member Hilty asked about the status of potential gasification or waste-to-energy initiatives at the County level and whether such facilities, if developed, could process the City's recyclable materials should curbside single-stream recycling be discontinued. Mr. Park responded that this would depend on County decisions and contractual arrangements, but confirmed that the City's existing five-year disposal contract includes a termination-for-convenience provision, making such a shift technically possible. He noted that geographic and economic feasibility would be key considerations, and that long-distance hauling to out-of-county facilities would not be practical.

Council Member Hilty clarified that his assumption was based on the possibility of a waste-to-energy facility being developed within Marion County. Mr. Park agreed that, if a local facility were operational, routing material there could be viable.

Council Member Hilty also asked whether the City had evaluated sending waste directly to the County landfill rather than the current disposal site, and whether there was a cost difference. Mr. Park stated that the County's gate rate is higher than the City's current rate. Upon further discussion, he confirmed that the County charges approximately $69

per ton, compared to the City's current rate of $58.73 per ton.

Council Member Hilty asked whether the proposed recycling drop-off locations would require staffing. Mr. Park responded that the sites would not be staffed and would utilize traditional dumpsters, as the City has been unable to source the former igloo-style containers. He confirmed that the drop-off sites would operate as unmanned collection points, with materials serviced and removed by the contractor.

Council Member Mansfield asked whether the proposed unmanned recycling dumpsters would be used appropriately for recyclable materials or whether they risked becoming general trash receptacles. Mr. Park responded that while a large portion of curbside recycling is currently contaminated, contamination is typically much lower at voluntary drop-off sites. He explained that users who bring materials to designated recycling dumpsters generally do so intentionally and are more likely to follow proper guidelines. If contamination occurred, the City would address it with the contracted vendor, though past experience with igloo-style bins did not present significant issues. Mr. Boveri added that drop-off locations typically include separate containers for different materials, resulting in minimal contamination at processing facilities.

Council members discussed whether the City could modify its existing contract with the current recycling contractor to transition from curbside single-stream collection to servicing unmanned drop-off recycling sites. Mr. Park stated that this would require review by Procurement but could be feasible if the contractor agreed, noting that the structure and value of the contract would change significantly. Several council members expressed support for eliminating curbside recycling and moving to drop-off locations, while allowing residents to choose whether to participate. Council members also discussed the implementation timeline, with a preference for a later start date-such as June 1 or the beginning of FY 2027-to allow sufficient time for notifications and operational adjustments. Mr. Boveri clarified that his financial projections assumed cost savings would not begin until FY 2027 to accommodate any direction the Council might provide. The Council generally agreed with proceeding on a two-year rate phase-in and exploring conversion to drop-off recycling by mid-year.

Mayor Marciano expressed support for eliminating curbside recycling but emphasized the importance of clear public messaging, noting that residents may perceive both rising rates and reduced services. Mr. Park responded that the City could highlight the reduced rate increase made possible by discontinuing curbside recycling and frame the change as a cost-saving measure in the community's best interest. The Mayor agreed, noting that a smaller volume of cleaner recycled material from drop-off sites is preferable to the high contamination levels currently seen in curbside recycling.

Council Member Musleh opened discussion on Trinity Villas, noting the need to balance rate equity with sensitivity to the property's low-income senior residents. He acknowledged the historical basis for their reduced rate but questioned how to fairly treat

similar income-restricted properties. Other council members raised concerns about drawing consistent eligibility lines and avoiding the creation of broader discounted-rate programs that would be difficult to administer.

Several council members supported phasing in any increase gradually to minimize impact. After considering options ranging from five to ten years, the Council reached consensus on a seven-year phase-in to bring Trinity Villas to the standard multifamily rate. Council also agreed that City staff should meet directly with Trinity Villas' administrators to notify them of the change in advance.

The Council discussed the effective date for transitioning away from curbside single-stream recycling. Members agreed that implementation should occur prior to the end of the fiscal year, with consensus forming around a July 1 start date. Mr. Park confirmed that the existing recycling carts are owned by the contractor, who may choose whether to remove them or allow residents to repurpose them as additional refuse carts. Staff will review the City's recycling policy and return with recommended adjustments.

Council members also revisited concerns about affordability for residents with financial challenges. Finance Director Peter Brill explained that assistance previously available through LIHEAP could be applied to the entire utility bill but, due to recent federal changes, can now only be applied to the electric portion. Other assistance agencies exist, though funding is limited. Staff noted that customer service works closely with residents to connect them with available programs and payment arrangements as needed.

Mr. Park sought clarification from Council regarding whether the July 1 implementation date should apply both to terminating curbside single-stream recycling and launching the new unmanned drop-off recycling locations. Council Member Musleh confirmed that both actions should take effect on the same date.

Council briefly revisited which materials would be accepted at the drop-off sites. After discussion, consensus was reached to include steel, aluminum, paper, cardboard, and plastics #1 and #2, with the understanding that the processing vendor may later adjust acceptable materials based on market conditions. Council noted that steel volumes from households would likely be minimal, and staff confirmed that steel and aluminum are currently collected together but could be separated if needed.

Council reaffirmed direction to staff and confirmed there were no additional comments. The work session was adjourned.

5. Adjournment

- **12:46pm**

Minutes

Ire J. Bethea Sr.
Council President

Angel B. Jacobs
City Clerk

Ocala

City Council: Work Session

Minutes

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Tuesday, February 10, 2026 **12:00 PM**

RE: Vision 2050

1. Call to Order

2. Roll Call

Present:	Mayor Ben Marciano
	Pro Tem Jay A. Musleh
	Council Member Kristen M. Dreyer
	Council Member Barry Mansfield
	Council President Ire J. Bethea Sr
Excused:	Council Member James P. Hilty Sr

3. Public Notice

- **Public Notice for the February 10, 2026 City Council Work Session Meeting was posted on January 15, 2026**

4. Topics for Discussion

4a. Vision 2050

City Manager Pete Lee opened the workshop by noting that the Vision 2050 draft is a long-awaited update and an important step forward for the City. He explained that Vision 2050 serves as a recalibration of the previous Vision 2035 plan, which has been a critical tool in guiding priorities and implementing strategies over the years. Mr. Lee emphasized that the new vision will help maintain the community's desired character and set a blueprint for future growth.

Growth Management Director Jeff Shrum then provided a brief overview of the draft Vision 2050 plan. He introduced Planning Director Audrey Hill and consultant Ali Palmer from Kimley-Horn & Associates, who assisted in developing the plan. Mr. Shrum encouraged Council members to consider what their vision for 2050 looks like, posing questions about future development patterns, population and demographic changes, governance challenges, and transportation innovations. He stressed that while predicting 25 years ahead is difficult, the vision document provides essential guidance for shaping the City's future. Mr. Shrum concluded by turning the presentation over to planning staff for a detailed review of the draft Vision 2050.

Planning Director Aubrey Hale introduced the structure and purpose of the Vision 2050 document, explaining that it is divided into six sections, with the first five forming the

core of the plan. These sections include the story of the vision, citywide initiatives, focus areas, and key next steps for implementation. Mr. Hale noted that Vision 2050 builds upon Vision 2035, refining its principles and continuing its emphasis on economic diversification, vibrant neighborhoods, and a strong urban center.

He explained that the document identifies high-priority initiatives to be achieved within the next five years, followed by future considerations for six to ten years. Vision 2050 also introduces urban form opportunities, which focus on creating higher-density, mixed-use areas through context-driven, form-based codes rather than traditional zoning. State Road 40 was highlighted as a major corridor for connectivity and development.

Mr. Hale emphasized the community engagement process, noting that over 1,000 participants contributed input through outreach and focus groups. He also reviewed accomplishments from Vision 2035, including the consolidation of land use categories, adoption of form-based codes for downtown and midtown, and major updates to the comprehensive plan.

He concluded by stressing that Vision 2050 is a dynamic document that will require periodic updates. To support public access, he introduced a QR code that links to the plan and related resources.

Chief Planning Official Endira Madraveren focused on Section 2 of the Vision 2050 document, which addresses bringing the vision to life. She noted that many long-term goals from Vision 2035 have been accomplished and will continue to guide the City's future. Ms. Madraveren emphasized leveraging Community Redevelopment Agency funding before its sunset for projects such as the redevelopment of North Magnolia and streetscape improvements along major corridors. She also highlighted ongoing efforts to activate West Ocala through redevelopment of brownfield sites, including the Mary Sue Rich Community Center at Reed Place.

Ms. Madraveren described the extensive community engagement process, which included four citywide summits and 23 outreach sessions with strategic groups and departments. This input helped build consensus and shape the long-term implementation of Vision 2050.

Mr. Hale then discussed the role of consultants in the process, including Kimley-Horn and Urban3. Urban3 provided an analysis of land value economics and evidence-based design, revealing key insights such as the higher return on investment from mixed-use development compared to large single-use properties. Their findings showed that downtown mixed-use blocks generate significantly more value per acre than big-box retail sites, reinforcing the importance of infill development.

Mr. Hale also reviewed trends and projections, noting that Ocala's population is expected to grow by nearly 31 percent by 2050, reaching approximately 92,000 residents. He explained that Vision 2050 introduces four building blocks to guide growth: land use

and housing, mobility and connectivity, public and open spaces, and gateways. These components will shape citywide initiatives, focus areas, and opportunities for catalytic development and redevelopment.

Mr. Hale explained that the Ocala 2050 plan updates the earlier 2035 vision, keeping many of the same elements like complete streets, trails, land use, and the heat map. The major new feature is “urban form opportunities” marked by blue dots - areas where the city can encourage denser development to increase tax revenue. He then highlighted key action items, including updating the land development code, maintaining the capital improvement program, incentivizing infill development, refining special districts, using CRA tools for redevelopment, supporting workforce training, and evaluating annexation through ROI analysis. He also covered mobility priorities such as mobility fees, transportation project planning, expanding transit, supporting Rails-to-Trails, and improving pedestrian safety and complete streets.

Ms. Madraveren outlined actions for recreation, cultural spaces, gateways, and focus areas in the Ocala 2050 plan. She highlighted updating the parks master plan to assess park needs, identifying sites for new regional sports complexes, and creating a master plan for further improvements at Tuscawilla Park. She described integrating open-space requirements into the development code and using mapping to guide future public art installations. She then covered gateway enhancements - developing a citywide plan, setting design standards, and improving key corridors like SR 40 and I-75. Finally, she reviewed four focus areas (East Ocala, Central Core, West Ocala, Airport), noting planned mixed-use development, catalytic sites, regional park opportunities, and trail connections, with emphasis on SR 40 as a major east-west corridor.

Mr. Hale reviewed the final focus areas in the Ocala 2050 vision. For the High-Intensity Central Core, he noted that earlier catalytic sites have already developed, so new potential redevelopment areas - especially Midtown, underused parking lots, and areas around Tuscawilla Park - are now being identified. He emphasized strengthening connections along SR 40, extending complete streets into the hospital district, and updating older studies and the Tuscawilla master plan.

In the West Ocala Focus Area, he highlighted MLK Avenue as the spine, with key catalytic intersections along SR 40 and US 27. Priorities include expanding the Heritage Trail, attracting essential industries like a grocery store, streamlining approvals, and using the CRA to support redevelopment.

For the Airport Focus Area, he described its industrial character, the need to activate city-owned airport industrial park property, improved roadway connections, and a strong community request for expanding SunTran fixed-route service to the airport.

He closed by outlining next steps: adopting the 2050 vision, amending the comprehensive plan, updating the outdated land-development code, aligning regulations with the new vision, and refreshing older master plans so they reflect current conditions

and future goals.

Council Member Musleh asked for clearer data on total city green space, noting that the public often confuses vacant land with parks, DRAs, and other open spaces. Mr. Hale said the 11% figure reflects only undeveloped land and does not include parks or DRAs. City Manager Lee added staff can calculate total green-space acreage and provide clearer reporting, which will be refined through the upcoming Recreation and Parks Master Plan update.

Mr. Lee emphasized that the vision is a guiding - not regulatory - document that helps prioritize the city's work program. He highlighted the importance of downtown, West Ocala, SR 40, the airport, and parks, and stressed aligning growth and redevelopment strategies with the Urban3 study, maintenance obligations, transportation planning, and careful annexation decisions. He added that refining permitting and inspection systems is essential for efficiency, and overall, the vision provides the tool needed to organize and advance these ambitious priorities.

Council Member Mansfield asked how the City can encourage redevelopment of privately owned downtown industrial properties. Mr. Lee explained that the updated vision identifies broader catalytic areas and that the City now has more tools, such as CRA programs and brownfield incentives, to help transition underused industrial sites. He said the City often works directly with property owners or through public-private partnerships to support redevelopment, noting similar approaches used for recent downtown projects.

Council Member Dreyer noted that the School Board is preparing to sell nearby surplus properties and encouraged the City to engage early so the sites can be redeveloped in ways that maximize value for the School Board and align with the City's vision.

Council Member Dreyer asked whether initiatives from the TDC's GAP Study were incorporated into the 2050 vision. Staff explained that while the study came in late and was not directly included, they were mindful of it during planning and can review it again to integrate any structurally compatible ideas. Mr. Hale added that some urban-form opportunity areas were influenced by earlier conversations related to the GAP Study, particularly in the southwest.

Mayor Maricano asked how the 2050 Vision should guide annual City priorities. Mr. Lee explained that the vision functions as a toolbox: some initiatives are ongoing, while others will shift in priority as projects are completed and community needs evolve. He noted that tools like the CRA, form-based codes, and corridor plans will continue to guide work, and priorities may change year to year. Mr. Shrum added that the Transportation Improvement Program and the Capital Improvement Program provide the annual mechanism to align capital projects with the long-term vision.

Council Member Dreyer asked whether any single city serves as a model for the 2050

Vision. Mr. Lee responded that no single place fits perfectly, but several cities offer useful components or best practices, such as Greenville (SC), Panama City, Huntsville, Winter Park, and Winter Garden. He emphasized that Ocala must adapt ideas to its own character, noting strong "bones" for continued downtown growth. He highlighted ongoing needs such as connectivity improvements across SR 40, enhanced walkability, and increasing downtown residents, workers, and visitors to support a more vibrant, 16-hour-a-day downtown.

Council Member Musleh praised the inclusion of both the airport and east-side areas in the vision, noting the airport district's long-untapped potential and urging continued focus on activating the airport industrial park. Mr. Shrum said the vision is designed to align with the airport's master plan and future passenger-service opportunities. Council President Bethea commented that recent West Ocala investments, such as West Oak, Water Recharge Park, and the Mary Sue Rich Center, show how vision work becomes tangible progress, and emphasized continuing efforts on connectivity, housing, and redevelopment in that area. Council Members noted that Ocala has drawn from other cities' successful ideas and that this draft provides a strong foundation for moving into the 2050 planning phase.

Mr. Hale encouraged Council members to review the draft vision document, send any edits or suggestions within the next few weeks, and noted staff is preparing to bring a final version forward soon. Mr. Shrum added that the Planning Commission had just reviewed the draft and that public hearings are expected around April or May, with public feedback available through the posted QR code. Mr. Lee noted a few inaccuracies still need to be cleaned up before wider release. Council President Bethea requested a media effort to notify the public about the QR code and feedback opportunity, and staff agreed.

5. Adjournment

Adjourned at 1:08 PM

Minutes

Ire J. Bethea Sr.	Angel B. Jacobs
Council President	City Clerk

Ocala
City Council
Minutes

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Tuesday, February 17, 2026 **4:00 PM**

1. Call to Order

2. Roll Call

Present: Mayor Ben Marciano
Pro Tem Jay A. Musleh
Council Member Kristen M. Dreyer
Council Member James P. Hilty Sr
Council President Ire J. Bethea Sr

Excused: Council Member Barry Mansfield

2a. New Employees

- Obi Nga, Engineering
- Ronke Stallworth, Growth Management
- Mariana Prieto, Growth Management
- John Bazemore, Growth Management
- David Sablan, Growth Management
- Edwin Carreras Rivera, Growth Management
- Hope Demetropoulos, Water Resources

3. Public Notice

- **Public Notice for the February 17, 2026 City Council Regular Meeting was posted on January 23, 2026**

4. Proclamations and Awards

4a. The Mayor's Citizen Recognition Award will be presented to Kevin Christian

Mayor Marciano presented the Mayor's Citizen Recognition Award to Kevin Christian in appreciation of his community support efforts.

4b. Presentation of the Engineers Week Proclamation to Alan Garri, Vice President, Kimley Horn, and to Mackenzie Fix, President, Forest Chapter of the Florida Engineering Society

Mayor Marciano presented a proclamation for Engineers Week to Alan Garri. The City proclaims February 22, 2026 to February 28, 2026, as Engineers Week.

4c. Service Award - Fire Captain Anthony Ortiz - 25 Years of Service

Mayor Marciano and City Manager Pete Lee presented a service award to Fire Captain Anthony Ortiz in appreciation of his 25 years of service to the City of Ocala.

5. Presentations

6. Consent Agenda

Consent Agenda items are considered to be routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of Council or the public request specific items to be removed for separate discussion and action.

RESULT: APPROVED THE CONSENT AGENDA
MOVER: Jay A. Musleh
SECONDER: Kristen M. Dreyer
AYE: Musleh, Dreyer, Hilty Sr, and Bethea Sr
EXCUSED: Mansfield

6a. Budget Resolution 2026-127 to amend the Fiscal Year 2025-26 budget to accept and appropriate program income for the City of Ocala's Community Development Block Grant program in the amount of $23,429

Presentation By: James Haynes

6b. Additional expenditures under the cooperative purchasing agreement with Carahsoft Technology Corp. for Juniper support solutions through BlueAlly in the amount of $45,551.56, for an increased aggregate contract expenditure of $93,179

Presentation By: Kenneth Jamerson

6c. Adjustment to Mayor and City Council vehicle allowances

Presentation By: Todd Swanson

6d. Budget Resolution 2026-128 to amend the Fiscal Year 2025-26 budget to transfer funds from the General Fund Reserve for Contingencies account to increase vehicle allowances for the Mayor and City Council in the amount of $22,400

Presentation By: Todd Swanson

6e. Reappointment of Joshua DeMonte to the Ocala Historic Preservation Advisory Board for a new three-year term ending March 1, 2029

Presentation By: Angel Jacobs

6f. Reappointment of Howard Gunn and Tanya Hanks to the Ocala Housing Authority Board for new four-year terms ending March 3, 2030

Presentation By: Angel Jacobs

6g. Reappointment of Jean Floten to the Ocala Municipal Arts Commission for a new four-year term ending March 1, 2030

Presentation By: Angel Jacobs

6h. Reappointment of James Hartley to the Board of Adjustment for a new four-year term ending March 1, 2030

Presentation By: Angel Jacobs

6i. Reappointment of Kevin Steiner to the Municipal Code Enforcement Board for a new

three-year term ending March 1, 2029

Presentation By: Angel Jacobs

6j. Reappointment of Elgin Carelock and TamBoura Jenkins to the Planning and Zoning Commission for new three-year terms ending March 1, 2029

Presentation By: Angel Jacobs

6k. Reappointment of Rick Gullet to the Utility Advisory Board for a new four-year term ending November 4, 2030

Presentation By: Angel Jacobs

6l. Reappointment of Robert DuMond to the Tree Commission for a new four-year term ending March 1, 2030

Presentation By: Angel Jacobs

6m. February 3, 2026 City Council meeting minutes

Presentation By: Angel Jacobs

7. Consent Agenda Items Held for Discussion

Should any items be removed from the Consent Agenda for discussion, they will be discussed at this time.

8. Introduction and First Readings of Ordinances

(Second and Final Reading - March 3, 2026)

8a. Ordinance 2026-7 to rezone approximately 2.26 acres for properties located in the 1400 block of NE 14th Street (Parcel 26496-005-00 & 26496-005-01) from RO, Residential Office, and R-1, Single Family Residential, to R-3, Multi- Family Residential (Case ZON25-0016) (Quasi-Judicial)

Introduced By: James P. Hilty Sr

8b. Ordinance 2026-8 to rezone two properties totaling approximately 30.49-acres located at 5019 W Silver Springs Blvd and the parcel adjacent to the east (Parcel 23180-000-00 & 23176-003-00) from PD, Planned Development, to M-1, Light Industrial (Case ZON25-0018) (Quasi-Judicial)

Introduced By: Kristen M. Dreyer

9. Public Hearings / Second and Final Readings / Adoption of Ordinances

9a. The sale of beer, wine and liquor for on-premise consumption for 3100 College Road Holdings, LLLP, doing business as Paddock Market located at 3100 SW College Road, Unit 300 (Parcel 23735-002-00) (Quasi-Judicial)

Presentation By: Endira Madraveren

Council President Bethea opened the public hearing at 4:19 PM.

Chief Planning Official Endira Madraveren discussed an application submitted by Paddock Market for the property located at 3100 SW College Road. The applicant is requesting an alcohol permit to allow the sale of beer/wine/liquor for on-premises

consumption. She provided a brief overview of the following: property's history, business operations, service calls (seven calls during a two-year period), surrounding uses (no churches/daycares/schools within a 500-foot radius), and staff findings. Staff recommends approval.

Rod Feiner, Attorney for property owner, Coker & Feiner Law Firm, 1133 SE 4th Avenue, Fort Lauderdale, FL 33316, stated the applicant is requesting an alcohol permit to allow the sale of beer/wine/liquor for on-premises consumption. He clarified the restaurant licensing process through the State of Florida with Council Member Musleh. The State of Florida requires each individual restaurant to apply for a license after receiving a general location permit from the City.

No public comment.

There being no further discussion the motion carried by roll call vote.

RESULT:	APPROVED
MOVER:	Kristen M. Dreyer
SECONDER:	James P. Hilty Sr
AYE:	Musleh, Dreyer, Hilty Sr, and Bethea Sr
ABSENT:	Mansfield

10. General Business

10a. Purchase of Sulzer Pumps and Equipment from Hydra Services Inc., for Fiscal Year 2026 with an estimated annual expenditure of $250,000

Presentation By: Sean Lanier

There being no discussion the motion carried by roll call vote.

RESULT:	APPROVED
MOVER:	James P. Hilty Sr
SECONDER:	Kristen M. Dreyer
AYE:	Musleh, Dreyer, Hilty Sr, and Bethea Sr
ABSENT:	Mansfield

10b. Community Development Block Grant 2025 grant agreement totaling $510,378

Presentation By: James Haynes

There being no discussion the motion carried by roll call vote.

RESULT:	APPROVED
MOVER:	Kristen M. Dreyer
SECONDER:	Jay A. Musleh
AYE:	Musleh, Dreyer, Hilty Sr, and Bethea Sr

ABSENT: Mansfield

10c. Budget Resolution 2026-129 to amend the Fiscal Year 2025-26 budget to appropriate the City of Ocala's Community Development Block Grant allocation totaling $510,378

Presentation By: James Haynes

There being no discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: James P. Hilty Sr
SECONDER: Jay A. Musleh
AYE: Musleh, Dreyer, Hilty Sr, and Bethea Sr
ABSENT: Mansfield

10d. Five-year lease agreement for Brick City Center for the Arts between the Marion Cultural Alliance and the City of Ocala

Presentation By: Aubrey Hale

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Kristen M. Dreyer
SECONDER: James P. Hilty Sr
AYE: Musleh, Dreyer, Hilty Sr, and Bethea Sr
ABSENT: Mansfield

10e. Additional expenditures under the contract with Morse Communications Inc. for physical security equipment with an increased aggregate expenditure of $116,929

Presentation By: Christopher Ramos

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Kristen M. Dreyer
SECONDER: Jay A. Musleh
AYE: Musleh, Dreyer, Hilty Sr, and Bethea Sr
ABSENT: Mansfield

10f. Contract for the renovation and expansion of Ocala Police Department's Real Time Crime Center to FSV Construction Company in the amount of $992,054

Presentation By: Michael Balken

Council Member Musleh expressed concern about the monies coming from carry-forward from previous years' budgets, especially if they are coming from accounts unrelated to building expenses.

Police Chief Mike Balken confirmed the carry-forward monies in the budget will be

allocated towards the project cost. He will provide a list of the carryforward items from prior years to Council Member Musleh. Chief Balken confirmed the buildout will take approximately four to six months.

Council Member Musleh informed City Manager Pete Lee the carry-forward concerns need to be addressed. He suggested big projects be put into reserve funds rather than carry-forward. He also informed Chief Balken his comments are not directed at this item specifically, but rather the bigger picture. Mr. Lee confirmed the City is evaluating the use of carry-forward monies as staff prepares the budget.

Council Member Hilty discussed how the carry-forward option allows unspent, unobligated funds from one fiscal year to move into the next, preventing the loss of budgeted money and enhancing fiscal efficiency.

Council Member Dreyer suggested allocating carry-forward (or carryover) funds from the City's operating budget to a reserve fund to maintain financial stability.

Mr. Lee discussed the changed staff is making in budgeting and auditing practices.

Council Member Musleh explained how allocating carry-forward money, unspent funds from a previous budget period moved to a new one, is generally considered not helpful for determining which specific projects saved money, because it obscures the true performance of the current budget cycle.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: James P. Hilty Sr
SECONDER: Kristen M. Dreyer
AYE: Musleh, Dreyer, Hilty Sr, and Bethea Sr
ABSENT: Mansfield

10g. The purchase of six 250 kVA regulators from Sunbelt Solomon Services, LLC in the amount of $105,084

Presentation By: Doug Peebles

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: James P. Hilty Sr
SECONDER: Kristen M. Dreyer
AYE: Musleh, Dreyer, Hilty Sr, and Bethea Sr
ABSENT: Mansfield

10h. Sourcewell cooperative purchasing agreement with Alan Jay Fleet Sales for the purchase of a 2026 Ford T-350 van for the Ocala Police Department in the amount of $148,885

Presentation By: Liza Warmuth

Fleet Division Head Liza Warmuth confirmed the ambulance has approximately 180,000 miles with Council President Bethea. Furthermore, outfitting charges are inclusive of the quote from Alan Jay Fleet Sales.

There being no further discussion the motion carried by roll call vote.

RESULT:	APPROVED
MOVER:	Kristen M. Dreyer
SECONDER:	Jay A. Musleh
AYE:	Musleh, Dreyer, Hilty Sr, and Bethea Sr
ABSENT:	Mansfield

10i. Resolution 2026-14 amending the Public Transportation Grant Agreement with the Florida Department of Transportation for design and construction of fuel farm, wash rack, and parking concrete pads to increase funding in the amount of $478,285

Presentation By: Matthew Grow

There being no discussion the motion carried by roll call vote.

RESULT:	ADOPTED
MOVER:	James P. Hilty Sr
SECONDER:	Jay A. Musleh
AYE:	Musleh, Dreyer, Hilty Sr, and Bethea Sr
ABSENT:	Mansfield

11. Internal Auditor's Report

12. City Manager's Report

- **Sculpture Scroll, Saturday, February 21, 2026, from 11 AM to 5 PM**
- **Fire Station 8 groundbreaking ceremony, Thursday, February 19, 2026, at 10 AM**
- **State Road 40 discussions with FDOT Update**

City Manager Pete Lee discussed recent meetings with FDOT regarding State Road 40 and Downtown connectivity. The City proposed a speed limit change to 25 miles per hour, which FDOT issued a notice confirming a speed study was performed and speed limits will be modified from US441 to west of Tuscawilla Avenue to 25 miles per hour, within two to three weeks. The City is working on implementing a comprehensive plan for State Road 40 and will continue discussions with FDOT.

- **Skate Park grand opening**

City Manager Pete Lee reported the Skate Park will be opening this week to the public.

- **Draft letter for discontinuation of curbside recycling**

City Manager Pete Lee discussed the draft fact sheet for discontinuation of curbside recycling. He requested feedback from Council regarding the draft document and method of outreach (mail notice to residents with utility bill/press release).

Council Member Musleh favors mailing the notice with the utility bill.

Council President Bethea spoke on the importance of Government City transparency, which is essential for building public trust, ensuring accountability for tax dollars, and fostering civic engagement.

Council Member Dreyer favors the draft letter. She noted that the media failed to mention that the City is going to establish recycling centers around the City.

Council Member Musleh expressed disappointment regarding the poorly released news media article.

Mayor Marciano discussed how the new process will decrease the contamination rate. Furthermore, he favors issuing an informational letter to the public.

Mr. Lee stated the City will evaluate the placement of the recycling centers to ensure easy access for the public.

13. Ocala Police Department Report

- **Overview of Crime and Traffic Stops**

Police Chief Mike Balken reported on crime data for the period, January 26, 2026 to February 8, 2026: 7,829 total incidents, 5,473 proactive calls, 2,356 dispatched calls, quadrant breakdown (dispatched versus proactive), 274 crimes, 214 arrests, 1,105 traffic stops, and 158 crashes.

- **Department Highlights**

Police Chief Mike Balken reported the department successfully managed a double homicide related to domestic violence within three hours, due to the efforts of the real-time Crime Center.

14. Ocala Fire Rescue Department Report

- **Unit Responses**

Fire Chief Clint Welborn reported on unit responses for a two-week period, February 3, 2026 to February 16, 2026. The two busiest units: Fire Rescue Four (164-unit responses) and Fire Engine One (127-unit responses).

- **Service calls update**

Fire Chief Clint Welborn reported on call type spotlights for a three-week period, February 3, 2026 to February 16, 2026: motor vehicle accidents 66, structure fires 6, and community paramedicine/core 37, and calls for service 986 (3,308 calls-to-date).

Department Highlights

Fire Chief Clint Welborn reported for a two-week period, February 3, 2026 to February 17, 2026, the department responded to several vehicle accidents and fires. The department recruited a new Firefighter/EMT named Emil Henry. Furthermore, he invited the public to attend the groundbreaking ceremony for Fire Rescue Station #8, on Thursday, February 19, 2026, at 10 AM.

15. City Attorney's Report

16. Public Comments

17. Informational Items and Calendaring Items

- Tuesday, March 3, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, March 17, 2026 - CRA Board meeting - 3:45pm - Council Chambers
- Tuesday, March 17, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, March 24, 2026 - TPO meeting - 3:00pm - Marion County Board of County Commissioners Auditorium
- Tuesday, April 7, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, April 21, 2026 - CRA Board meeting - 3:45pm - Council Chambers
- Tuesday, April 21, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, April 28, 2026 - TPO meeting - 3:00pm - Marion County Board of County Commissioners Auditorium
- Thursday, April 30, 2026 - City Council Strategic Planning Session - 8:00am - Mary Sue Rich Community Center at Reed Place

17a. Fully Executed Contracts Under $50,000

18. Comments by Mayor

- Status update for the intersection located at 7th and 42nd

Mayor Marciano requested an update on the status of the intersection of SW 7th Ave and SW42nd St/SW 32nd St.

Chief of Staff Chris Watt stated the proposal is hopefully moving forward in a Senate reconciliation package.

City Manager Pete Lee and City Engineer & Director of Water Resources Sean Lanier debriefed City Council on the intersection design. The City is waiting for a quote and construction schedule from Marion Rock. The street median will not be removed, as there is enough room for vehicles to perform a U-turn at the intersection.

Council Member Hilty discussed a concern about the intersection at SW 42nd St and SW 36th Ave. Mr. Lanier explained the County's lane expansion project for 27th Avenue

should improve traffic in the area.

- **Past Florida League of Mayors event hosted by the City**

  Mayor Marciano recognized the City for hosting a successful Florida League of Mayors event. The event drew eighty Mayors from the State of Florida.

- **April 2026 Government Step Challenge**

  Mayor Marciano reported the City will be competing against other municipalities for the April 2026 Government Step Challenge.

19. Comments by City Council Members

- **Council Member Hilty commented on the PCA rate**

  Council Member Hilty reported following the extreme cold weather, Leesburg announced rate increases to $137.97 (approximately $8 increase for households) and gas increases to $2.50 per month. He lauded the City's ability to absorb the costs through the PCA fund, keeping rates for Ocala residents steady.

- **Council Member Hilty commented on the Marion County Veterans Hall of Fame**

  Council Member Hilty invited City Council and the Mayor to the Marion County Veterans Hall of Fame event.

- **Council Member Dreyer commented on a past meeting at Ft. King Middle School regarding traffic concerns in the neighborhood**

  Council Member Dreyer debriefed Council on a past meeting at Fort King Middle School regarding traffic concerns in the neighborhood. The City received complaints from residents of Heritage Hills regarding parents creating a secondary car lane within the neighborhood, which is obstructing the flow of traffic. Fort King Middle School’s principal has engaged with the parents to remedy the matter. She explained the school will be expanding the AI Magnet Program to create openings for three hundred new students, which will increase traffic, and the City is actively working on finding a solution to address the traffic concern.

  City Council unanimously agreed to direct the City Manager to meet with the school’s Interim Superintendent to request they inform the City of future capacity expansions.

20. Adjournment

- **Adjourned at 5:09 PM**

Minutes

Ire J. Bethea Sr.
Council President

Angel B. Jacobs
City Clerk

File #: ORD-2026-9 Agenda Item #: 8a.

Submitted By: Alicia Gaither

Presentation By: Janice Mitchell

Department: Finance

FORMAL TITLE:
Ordinance 2026-9 to adopt recommended changes to actuarial assumptions and methods for the City of Ocala General Employees' Pension Plan, as outlined in the 2014-2024 Experience Study

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
NA

BACKGROUND:
The Board of Trustees commissioned an actuarial experience study to evaluate the demographic and economic assumptions used in the annual valuations of the General Employees' Pension Plan. The study reviewed plan experience for the period October 1, 2014 through September 30, 2024, and recommends updates to ensure the assumptions accurately reflect recent actuarial experience and comply with current actuarial standards of practice.

These changes aim to produce stable, predictable costs, ensuring that the plan's funding requirements are based on the most accurate, up-to-date data available.

FINDINGS AND CONCLUSIONS:

Adoption of these recommendations will result in adjustments to the required City contribution, unfunded actuarial accrued liability (UAAL), and the plan's funded ratio.

The following changes are recommended for adoption, effective with the October 1, 2025, actuarial valuation:

1. **Entry Age Normal Cost Allocation**
    - Spread normal costs over the whole career of each member (from date of hire).
    - *Impact:* Slight decrease in required City contribution
2. **Investment Return Assumption**

- Lower the assumed investment return from 6.60 to 6.50 percent per year
- *Impact:* Increase in required city contribution.

3. **Salary Increase Assumption**
   - Increase assumed rates to better match observed experience.
   - *Impact:* Increase in required City contribution.
4. **Mortality Rates**
   - Adopt updated mortality tables as mandated by Florida law, reflecting recent changes in the Florida Retirement System.
   - *Impact:* Decrease in required City contribution.
5. **Retirement Rates**
   - Adjust rates: generally lower for normal retirement, higher for early retirement.
   - *Impact:* Decrease in required City contribution.

Change	Assumption	Increase/(Decrease) Required City/State Contribution	Increase/(Decrease) UAAL	Funded Ratio
	Current			75.9%
(1)	6.50% Investment Return	348,571	2,674,340	75.1%
(2)	Entry Age Normal Cost Allocation	(12,453)	115,056	75.9%
(3)	Salary Increases	130,510	(180,406)	76.0%
(4)	Mortality Rates	(242,379)	(1,767,887)	76.4%
(5)	Retirement Rates	(46,027)	(289,387)	76.0%
(6)	Withdrawal Rates	53,145	72,956	75.9%
(7)	Disability Rates	54,567	363,910	75.8%
(8)	Combination (6.60%)	(58,979)	(1,703,915)	76.4%
(9)	Combination (6.50%)	287,896	913,086	75.6%

FISCAL IMPACT:
An increase in employer contributions of $287,896.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
This agreement has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

ORDINANCE 2026-9

AN ORDINANCE OF THE CITY OF OCALA, AMENDING THE CITY OF OCALA GENERAL EMPLOYEES' RETIREMENT SYSTEM, ADOPTED PURSUANT TO ORDINANCE NO. 5988, AS SUBSEQUENTLY AMENDED; IS HEREBY FURTHER AMENDED BY AMENDING SECTION 43-67, BENEFIT AMOUNTS AND ELIGBILITY; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ocala, Florida has a pension plan for certain of its former employees which was initially developed in or about January 1, 1955, and, though not offered as a benefit for current employees, remains a benefit for certain former employees; and

WHEREAS, the regulations governing said pension plan are codified at Section 43, *Code of Ordinances, City of Ocala, Florida,* and provide for oversight of said pension plan by a Board of Trustees of the Ocala General Employees' Retirement System (hereinafter "Board of Trustees"); and

WHEREAS, in accordance with the provisions of Section 43-67(b)(8)(b)(4), *Code of Ordinances, City of Ocala, Florida,* the Board of Trustees initiated an actuarial experience study which was conducted by Foster & Foster Actuaries and Consultants and the results of which were presented to the Board of Trustees of the Ocala General Employees' Retirement System (hereinafter "Board of Trustees") on or about November 10, 2025; and

WHEREAS, contained within the product of said actuarial experience study were certain recommended adjustments to the City of Ocala, Florida's current pension plan regulations in Section 43, *Code of Ordinances, City of Ocala, Florida*; and

WHEREAS, the Board of Trustees reviewed said study and the accompanying proposed amendments to the current pension plan regulations in Section 43, *Code of Ordinances, City of Ocala, Florida*, and recommends that the City of Ocala adopt all the recommended changes contained in the experience study; and

WHEREAS, said recommended assumption changes require approval by City Council and some of the recommended assumption changes require an amendment to the *Code of Ordinances, City of Ocala, Florida* so as to update Section 43-67 accordingly; and

WHEREAS, this ordnance amends Section 43-67, *Code of Ordinances, City of Ocala, Florida*, so as to implement the recommended changes to the current pension plan regulations as suggested in the actuarial

experience study; and

WHEREAS, the City Council of the City of Ocala, Florida finds and determines that this ordinance and the amendment to Section 43-67, *Code of Ordinances, City of Ocala, Florida,* contained herein serves a public purpose and furthers the protection of the health, safety and welfare of the citizens of Ocala, Florida; and

WHEREAS, the City Council of the City of Ocala, Florida finds and determines that this ordinance and the amendment to Section 43-67, *Code of Ordinances, City of Ocala, Florida,* contained herein are in the best interest of the City of Ocala, Florida and its citizens.

NOW THEREFORE, be it ordained by the City Council of the City of Ocala, Florida, in regular session, as follows:

Section 1. Ratification, Adoption and Incorporation of Recitals.

The City Council of the City of Ocala, Florida ratifies the above-outlined recitals as true and correct; adopts and incorporates them herein as part and parcel of this ordinance.

Section 2. Purpose and Authority for Ordinance.

This ordinance is adopted for the purpose of amending and revising Section 43-67 of the *Code of Ordinances, City of Ocala, Florida* so as to adopt the recommended assumption changes to the City of Ocala's General Employees' Retirement System.

Section 3. Amendment of Section 43-67 *Code of Ordinances, City of Ocala, Florida*.

Section 43-67(b) of the *Code of Ordinances, City of Ocala, Florida* is hereby amended by removing the ~~stricken through~~ text and inserting the underlined text as follows:

Sec. 43-67. Benefit amounts and eligibility

***

(b) *Variable benefit and contribution program.*

***

(8) *Assumptions and methods.*

a. The actuarially determined employer contributions used for the target total employer contribution percentage and for the preliminary and final total employer contribution percentage shall be developed using the following actuarial assumptions and methods.

b. Actuarial assumptions:

1. The investment return (net of investment related expenses) assumption shall be approved by Council following negotiations between city staff and the Pension Board. ~~Beginning with the actuarial valuation as of October 1, 2021, the investment return (net of investment~~

~~related expenses) assumption shall be reduced from seven (7) percent per annum compounded annually to six and one-half (6.5) percent per annum compounded annually. To accomplish this reduction, the assumed rate will be reduced each fiscal year by ten (10) basis points until the six and one-half (6.5%) percent is reached. The schedule of changes will be as follows:~~

~~i. For the actuarial valuation as of October 1, 2021, the assumed rate will be six and nine tenths (6.9) percent per annum compounded annually.~~
~~ii. For the actuarial valuation as of October 1, 2022, the assumed rate will be six and eight tenths (6.8) percent per annum compounded annually.~~
~~iii. For the actuarial valuation as of October 1, 2023, the assumed rate will be six and seven tenths (6.7) percent per annum compounded annually.~~
~~iv. For the actuarial valuation as of October 1, 2024, the assumed rate will be six and six tenths (6.6) percent per annum compounded annually.~~
~~v. For the actuarial valuation as of October 1, 2025, the assumed rate will be six and one-half (6.5) percent per annum compounded annually.~~

2. The price inflation assumption shall be 2.5 percent per annum compounded annually.

3. The mortality rate assumption for non-disabled members shall be the mortality tables used in either of the two most recently published actuarial valuation reports of the Florida Retirement System, as set forth in Florida Statutes §112.63(1)(f), including any adjustments permitted therein.

~~4.~~ ~~Except as provided in subparagraphs (8)b.1. through (8)b.3. above, the assumptions used in the October 1, 2013 actuarial valuation shall be the same as used in the October 1, 2012 actuarial valuation report accepted by the board. Thereafter, the assumptions used in the October 1, 2012 actuarial valuation report other than investment return, price inflation and mortality shall continue to apply until revised in accordance with recommendations of the pension board as approved by the city council.~~ The pension board shall have an experience study prepared no less frequently than every five years, and based on the experience study may recommend changes in assumptions, which shall be implemented as approved by the city council. ~~Upon approval of revised assumptions, this subsection shall be amended to reflect the revisions.~~

c. Actuarial methods:

1. The actuarial cost method shall be the ~~traditional~~ entry age <u>normal</u> cost method~~, as prescribed by GASB Statement Nos. 67 and 68~~.

2. The actuarial value of assets shall be based upon a five-year straight-line recognition of the difference between expected earnings on the net market value of assets and actual earnings on the net market value of assets. The net market value of assets shall be the total fiduciary net position of the plan as defined by GASB Statement Nos. 67 and 68, excluding any reserves held which are not designated for currently adopted plan benefits valued as part of the plan liabilities. After adjusting the current market value of assets for this delayed recognition, the resulting actuarial asset value shall neither exceed 120 percent, nor fall

below 80 percent, of the net market value of assets. For the first four valuation dates commencing October 1, 2012 (for the revised contribution applicable to the year beginning October 1, 2013), the actuarial value of assets are determined, assuming that this same five-year recognition method applies to the differences between the expected and actual investment returns for the years ending September 30, 2009 and later.

d. *Amortization methods.* The annual actuarial valuations prepared as of October 1, 2012 (for the revised contribution applicable to the year beginning October 1, 2013) and following shall utilize the same schedule of amortization bases and periods utilized in the October 1, 2012 actuarial valuation report dated February 22, 2013, but all amortized as level dollar amounts under the new interest rate assumption. The amortization base(s) created as of October 1, 2012 to accommodate the change in assumptions, change in asset valuation method and change in benefits are amortized over 20 years using level dollar amounts. For all actuarial valuation dates, commencing on October 1, 2013 and following, all changes in the entry age unfunded actuarial accrued liability resulting from asset and liability actuarial gains or losses, and from any associated benefit changes in accordance with subsection 43-67(6), shall be amortized over layered ten-year periods as level dollar amounts.

Section 4. Direction to Staff.

The City Council of the City of Ocala, Florida directs staff to take any and all other steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 5. Direction to the Codifier.

It is the intention of the City Council of the City of Ocala, Florida that (1) this ordinance shall become and be made a part of the *Code of Ordinances, City of Ocala, Florida*, (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by the City Council.

Section 6. Repealing Inconsistent and/or Conflicting Provisions.

The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 7. Severability of Ordinance Provisions.

If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 8. Modifications Arising from Consideration at a Public Hearing.

It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 9. Effective Date of Ordinance.

This ordinance shall become effective immediately upon approval by the Mayor or becoming law without such approval.

PASSED AND ADOPTED, in a regular session with a quorum present and voting, by the City Council of the City of Ocala, Florida this ____ day of March 2026.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire J. Bethea Sr.
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2026.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No: 2026-9
Introduced: Click or tap to enter a date.
Adopted: Click or tap to enter a date.
Legal Ad No: Click or tap here to enter text.

CITY OF OCALA
GENERAL EMPLOYEES' PENSION PLAN

ACTUARIAL IMPACT STATEMENT

December 1, 2025

Attached hereto is a comparison of the impact on the Minimum Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution, resulting from the implementation of the following changes:

Adoption of the below change in methods and assumptions, resulting from a special Actuarial Experience Study:

- Spread Normal Costs over the full career of each Member instead of starting from the first valuation date an employee becomes a Member.
- An overall increase in the assumed rates for salary increases.
- Adjustments to retirement rates, generally lower than previously assumed for normal retirement and higher than previously assumed for early retirement.
- Adjustments to the assumed rates of withdrawal, resulting in generally fewer withdrawals than previously assumed.
- Reducing the disability rates by 50% at all ages.
- Mortality rates were changed to the same as used in the July 1, 2024 Florida Retirement System valuation report for non-special risk lives. [1]
- The investment return assumption is lowered from 6.60% to 6.50%. [1]

[1] Note that mortality and 6.50% investment return assumptions are currently mandated by the City Ordinances.

The cost impact, determined as of October 1, 2024, applicable to the fiscal year ending September 30, 2026, is as follows:

	Proposed	Current
Minimum Required Contribution	$11,798,330	$11,491,698
Member Contributions (Est.)	394,449	375,713
City Required Contribution	$11,403,881	$11,115,985

CITY OF OCALA
GENERAL EMPLOYEES' PENSION PLAN

ACTUARIAL IMPACT STATEMENT

December 1, 2025

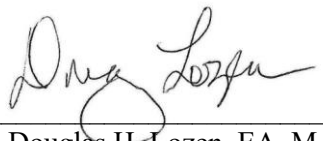
Unless otherwise noted, all data, assumptions, methods and plan provisions are the same as in the October 1, 2024 actuarial valuation report. In performing this Actuarial Impact Statement, we were provided with all necessary information to evaluate the changes. It should be noted that changes to retirement benefits could potentially affect participants' retirement or termination behavior. We will monitor and advise of any recommended changes with future experience studies.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

Please note that contents of this analysis and the October 1, 2024 actuarial valuation report are considered an integral part of the actuarial opinions. In reviewing the results presented in this study, it should be noted that there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2024 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.



Douglas H. Lozen, EA, MAAA
Enrolled Actuary #23-7778

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the proposed Ordinance.

_____
Chairman, Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Asmp/Mthd 10/1/2024	Old Asmp/Mthd 10/1/2024
A. Participant Data		
Actives	90	90
Service Retirees	707	707
DROP Retirees	14	14
Beneficiaries	105	105
Disability Retirees	3	3
Terminated Vested	216	216
Total	1,135	1,135
Projected Annual Payroll	7,538,437	7,229,417
Annual Rate of Payments to:		
Service Retirees	14,200,967	14,200,967
DROP Retirees	602,810	602,810
Beneficiaries	1,188,931	1,188,931
Disability Retirees	27,253	27,253
Terminated Vested	1,719,579	1,719,579
B. Assets		
Actuarial Value (AVA) [1]	191,476,542	191,476,542
Market Value (MVA) [1]	197,025,141	197,025,141
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	26,230,922	24,647,249
Disability Benefits	386,906	638,584
Death Benefits	97,741	80,076
Vested Benefits	1,106,843	1,442,520
Refund of Contributions	0	0
Service Retirees	184,742,664	184,493,618
DROP Retirees [1]	12,798,309	12,726,340
Beneficiaries	11,551,712	11,476,736
Disability Retirees	453,340	443,907
Terminated Vested	18,794,101	18,454,361
Total	256,162,538	254,403,391

C. Liabilities - (Continued)	New Asmp/Mthd 10/1/2024	Old Asmp/Mthd 10/1/2024
Present Value of Future Salaries	45,044,494	38,816,709
Present Value of Future Member Contributions	2,252,225	1,940,835
Normal Cost (Retirement)	452,497	319,911
Normal Cost (Disability)	16,237	24,201
Normal Cost (Death)	5,415	3,827
Normal Cost (Vesting)	97,996	98,608
Normal Cost (Refunds)	0	0
Total Normal Cost	572,145	446,547
Present Value of Future Normal Costs	2,991,608	2,145,547
Accrued Liability (Retirement)	23,804,812	23,072,932
Accrued Liability (Disability)	300,346	520,762
Accrued Liability (Death)	73,308	63,909
Accrued Liability (Vesting)	652,338	1,005,279
Accrued Liability (Refunds)	0	0
Accrued Liability (Inactives) [1]	228,340,126	227,594,962
Total Actuarial Accrued Liability (EAN AL)	253,170,930	252,257,844
Unfunded Actuarial Accrued Liability (UAAL)	61,694,388	60,781,302
Funded Ratio (AVA / EAN AL)	75.6%	75.9%

D. Actuarial Present Value of Accrued Benefits	New Asmp/Mthd 10/1/2024	Old Asmp/Mthd 10/1/2024
Vested Accrued Benefits		
Inactives [1]	228,340,126	227,594,962
Actives	23,749,418	23,434,230
Member Contributions	4,338,202	4,338,202
Total	256,427,746	255,367,394
Non-vested Accrued Benefits	0	0
Total Present Value Accrued Benefits (PVAB)	256,427,746	255,367,394
Funded Ratio (MVA / PVAB)	76.8%	77.2%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	0	
Assumption/Method Changes	1,060,352	
Plan Experience	0	
Benefits Paid	0	
Interest	0	
Other	0	
Total	1,060,352	

	New Asmp/Mthd	Old Asmp/Mthd
Valuation Date	10/1/2024	10/1/2024
Applicable to Fiscal Year Ending	9/30/2026	9/30/2026
E. Pension Cost		
Normal Cost [2]	$598,750	$464,141
Administrative Expenses [2]	184,945	183,690
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 7 years (as of 10/1/2024) [2]	11,014,635	10,843,867
Minimum Required Contribution	11,798,330	11,491,698
Expected Member Contributions [2]	394,449	375,713
Expected City Contribution	11,403,881	11,115,985

[1] The asset values and liabilities include accumulated DROP Plan Balances as of 9/30/2024.

[2] Contributions developed as of 10/1/2024 displayed above have been adjusted to account for assumed salary increase components.

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate	*Healthy Active Lives:* **Female:** PubG.H-2010 (Above Median) for Employees. **Male:** PubG.H-2010 for Employees, set back one year. *Healthy Retiree Lives:* **Female:** PubG.H-2010 for Healthy Retirees. **Male:** PubG.H-2010 for Healthy Retirees, set back one year. *Beneficiary Lives:* **Female:** PubG.H-2010 (Below Median) for Healthy Retirees. **Male:** PubG.H-2010 for Healthy Retirees, set back one year. *Disabled Lives:* PubG.H-2010 for Disabled Retirees, set forward three years. All rates for healthy lives are projected generationally with Mortality Improvement Scale MP-2018. We feel this assumption sufficiently accommodates future mortality improvements. The previously described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2023 FRS valuation report for non-special-risk employees, with appropriate adjustments made based on plan demographics.
Interest Rate	6.60% (prior year 6.70%) per year compounded annually, net of investment related expenses. This assumption is mandated by City Ordinances.
Payroll Growth	0.00% for purposes of amortizing the Unfunded Actuarial Accrued Liability. This assumption cannot exceed the ten-year average payroll growth, in compliance with Part VII of Chapter 112, Florida Statutes.

Salary Increases

Salary Scale	
Service	Rate
0	14.00%
1-2	6.50%
3-4	5.50%
5-14	4.50%
15-24	3.50%
25+	4.50%

This assumption was adopted based on the May 5, 2017 actuarial experience study.

Administrative Expenses

$176,727 annually, based on the average of actual expenses incurred in the prior two fiscal years.

Amortization Method

New UAAL amortization bases are amortized over 10 years.

The amortization payment is subject to a minimum based on a 30-year amortization of the UAAL, if the UAAL is positive, in order to comply with Actuarial Standard of Practice No. 4.

Bases established prior to the valuation date are adjusted proportionally to match the Expected Unfunded Actuarial Accrued Liability as of the valuation date, in order to align prior year bases with the portion of the current year UAAL associated with prior year sources.

Disability Rates

Age	% Becoming Disabled During the Year
20	0.051%
30	0.058
40	0.121
50	0.429
60	1.611

Termination Rates

Service	Termination Rate
0	20.00%
1-4	15.00
5-9	7.50
10-19	4.00
20+	6.50

These rates were adopted based on the May 5, 2017 actuarial experience study.

Normal Retirement

Age	Probability of Retirement
65	50%
66	33%
67	33%
68	100%

Members with at least 30 years of Credited Service are assumed to retire immediately. This assumption was adopted based on the May 5, 2017 actuarial valuation report.

Early Retirement

25 or more Years of Credited Service

Credited Service	Assumption
25	10.50%
26	5.50%
27	11.50%
28	7.50%
29	4.00%

Less than 25 Years of Credited Service

Age	Assumption
55-60	5.75%
61	6.50%
62	12.00%
63	5.00%
64	3.00%

This assumption was adopted based on the May 5, 2017 actuarial experience study.

Funding Method

Entry Age Normal Actuarial Cost Method. The following loads are applied for determining the minimum required contribution:

Interest - None, based on a beginning of year funding methodology.

Salary - A full year, based on current 3.94% assumption.

Asset Smoothing Methodology	The Actuarial Value of Assets is based upon 5- year straight line recognition of the difference between expected earnings on the net market value of assets and actual earnings on the net market value of assets. The net market value of assets shall be the total fiduciary net position as defined by GASB 67/68, excluding any reserves held which are not designated for currently adopted plan benefits valued as part of the plan liabilities. The resulting value shall be adjusted if it does not fall between 120% and 80% of the market value of assets. This change shall be made assuming that this 5-year recognition method applies to differences between the expected and actual investment returns for the years ending September 30, 2009 and later. This method is mandated by Ordinance 2013-48.

SUMMARY OF CURRENT PLAN
(Through Ordinance 2024-12)

Variable Benefit and Contribution Program

All Members who are employed and not participating in the DROP on September 30, 2013 and do not fall in the Grandfathered group (see below) shall earn benefits for credited service on and after October 1, 2013 in accordance with the variable benefit and contribution program.

Average Final Compensation	Average final salary of the 8 highest years of the last 10 years prior to termination.
Salary	Effective October 1, 2013 salary means base wages and overtime payments up to 300 hours per calendar year, including all tax deferred, tax sheltered or tax-exempt items of income derived from elective employee payroll deductions or salary reductions, but excluding management deferred compensation and all other compensation.
Normal Form	Life Annuity
Member Contribution Rate	Minimum: 3% Maximum 5% **Current: 5%**
Multiplier	Minimum: 1.3% Maximum 2.55% **Current: 1.3%**
Normal Retirement Date	Same as old plan.
Early Retirement Date	Same as old plan.
Vesting	5 Year Cliff.
Cost of Living Adjustment	None for benefits earned on and after October 1, 2013.

The Member Contribution Rate and Multiplier will be adjusted as necessary so that the Target Total Employer Contribution Percentage is within the mandated corridors.

Provisions in Effect for Grandfathered Members within 5 years of Retirement as of September 30, 2013. All other Members have benefits frozen as of that date.

Credited Service	Years and fractional parts of years of continuous uninterrupted service with the City as a General Employee.
Salary	Total compensation reported on the W-2, but excluding accumulated sick leave and vacation pay and special bonuses, plus all tax deferred, tax sheltered, or tax exempt items of income.
Average Final Compensation	Average of Salary paid during the highest three (3) years of the last five (5).
Normal Retirement	
Date	First of the month following the earlier of: 1) age 65 and the completion of 5 years of Credited Service, or 2) 30 years of Credited Service, regardless of age.
Benefit	2.55% of Average Final Compensation (AFC) times Credited Service plus $100 supplement.
Form of Benefit	10 Year Certain and Life Annuity (options available).
Early Retirement	
Date	Earlier of: 1) age 55 and the completion of 5 years of Credited Service, or 2) the completion of 25 years of Credited Service, regardless of age.
Benefit	Same as for Normal Retirement but reduced 3% for each year that Early Retirement precedes Normal Retirement.
Vesting (Termination of Employment)	
Less than 5 years	Refund of Member Contributions without interest.
5 years of more	Vested accrued benefit (determined as for Normal Retirement) paid beginning at the otherwise Normal Retirement Date, or a refund of Member Contributions without interest.

Disability	
Eligibility	After completion of 5 years of Credited Service, or from date of hire if service incurred.
Benefit	$50, plus 1% of AFC times Credited Service. Minimum benefit is $100 per month.
Form of Benefit	Paid until earlier of death or recovery (with 120 payments guaranteed).
Cost-of-Living Adjustment	All Retirees, including Normal, Early, Disability, DROP, and Vested Terminated participants, and their joint pensioners and Beneficiaries (but excluding pre-retirement death Beneficiaries) shall receive a 3% automatic lifetime COLA, beginning the first October 1 after one year of benefit payments.
Pre-Retirement Death Benefits	
Non-vested	Refund of Member Contributions without interest.
Vested or Eligible to Retire	Accrued benefit payable to beneficiary for 10 years.
Supplemental Benefit	$100.00 per month, payable for life, to all retirees (including disability retirees).
Contributions	
Members	8.18% of Salary, beginning October 1, 2008.
City	Remaining amount necessary to pay the Normal Cost and fund the accrued, past service liability as provided in Part VII of Chapter 112, Florida Statutes.
Deferred Retirement Option Plan	
Eligibility	Satisfaction of Normal Retirement requirements (earlier of (1) Age 65 and 5 years of Credited Service, or (2) 30 years of Credited Service, regardless of age).
Participation	Not to exceed 96 months.
Rate of Return	6.5% or actual net rate of investment return (total return net of brokerage commissions and transaction costs) credited each fiscal quarter.
Form of Distribution	Cash lump sum (options available) at termination of employment.

CITY OF OCALA
GENERAL EMPLOYEES' PENSION
PLAN

ACTUARIAL EXPERIENCE STUDY
November 6, 2025

FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

November 6, 2025

Board of Trustees
City of Ocala
General Employees' Pension Plan

Re: Actuarial Experience Study

Dear Board:

The following report presents the results of an actuarial experience study of the actuarial assumptions and methods used for actuarial valuation purposes for the City of Ocala General Employees' Pension Plan. In the course of the analysis, we compiled plan experience from October 1, 2014 through September 30, 2024. While we cannot verify the accuracy of all the information provided, the supplied information used for performance of the annual actuarial valuations or compiled from prior year annual reports was reviewed for consistency and reasonableness. As a result of this review, we have no reason to doubt the substantial accuracy of the information and believe it has produced appropriate results.

The report includes a review of demographic and economic experience, a comparison of this experience to current actuarial assumptions, our recommendations for consideration regarding changes in assumptions or methods to be effective for the October 1, 2025 actuarial valuation, and the estimated actuarial impact of these suggested changes. We believe implementing the recommended changes will assist in achieving the objective of developing costs that are stable, predictable, and represent our best estimate of anticipated experience.

It is important to remember that the ultimate cost of your retirement plan is independent of any actuarial assumptions or methods used throughout the valuation process. This cost will be the sum of the benefits paid from the fund and the administrative expenses incurred, less any net investment gains received. Future actuarial measurements may differ significantly from current measurements due to such factors as: plan experience differing from that anticipated by assumptions; changes in assumptions; increases or decreases expected as part of the natural operation of the methodology used (such as the end of an amortization period); changes in plan provisions or applicable law.

Please note the contents of this analysis and the October 1, 2024 actuarial valuation report are considered integral parts of the actuarial opinions. In reviewing the results presented in this study, it should be noted there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2024 actuarial valuation report.

The actuarial measurements included in this report are based on actuarial asset values as of September 30, 2024 and would be different if market asset values were used instead of actuarial asset values.

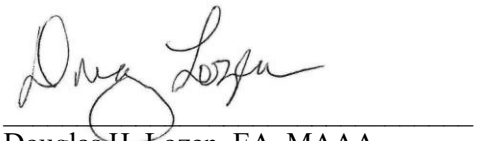
In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

Foster & Foster does not provide legal, investment or accounting advice. Thus, the information in this report is not intended to supersede or supplant the advice or the interpretations of the plan or its affiliated legal, investing or accounting partners.

The undersigned are familiar with the immediate and long-term aspects of pension valuations and meet the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All sections of this report are considered an integral part of the actuarial opinions.

Respectfully submitted,

FOSTER & FOSTER INC.



Douglas H. Lozen, EA, MAAA



Kevin H. Peng, ASA, EA, MAAA

ACTUARIAL STANDARDS OF PRACTICE

The Actuarial Standards Board (ASB) is responsible for determining which actuarial activities are the best representations of generally accepted actuarial principles, and is also responsible for issuing guidance in the form of Actuarial Standards of Practice (ASOPs) to help actuaries in various practice areas deliver results and recommendations that are consistent with those representations. Generally speaking, ASOPs identify what the actuary should consider, document, and disclose when performing actuarial assignments.

The experience study and related measurements of benefit obligations for the plan are subject to the "coordinated guidance" provided in various ASOPs, including but not limited to:

- ASOP No. 4, *Measuring Pension Obligations and Determining Pension Plan Costs or Contributions*, which ties together the standards shown below, provides guidance on actuarial cost methods, and addresses overall considerations for measuring pension obligations and determining plan costs or contributions
- ASOP No. 23, *Data Quality*
- ASOP No. 25, *Credibility Procedures*
- ASOP No. 27, *Selection of Economic Assumptions for Measuring Pension Obligations*
- ASOP No. 35, *Selection of Demographic and Other Noneconomic Assumptions for Measuring Pension Obligations*
- ASOP No. 41, *Actuarial Communications*
- ASOP No. 44, *Selection and Use of Asset Valuation Methods for Pension Valuations*
- ASOP No. 51, *Assessment and Disclosure of Risk Associated with Measuring Pension Obligations and Determining Pension Plan Contributions*
- ASOP No. 56, *Modeling*

This report refers to ASOPs by number (e.g. ASOP No. 4) throughout. It is important to keep in mind that this experience study report only reflects the guidance provided in the final releases of the above-mentioned ASOPs issued by the ASB on or before the date of this report. The results provided in this report reflect the requirements of, and are consistent with, the applicable above-mentioned Actuarial Standards of Practice. When applicable, details from the relevant ASOP will be provided in the report section associated with a particular analysis or topic.

EXPERIENCE REVIEW SUMMARY

Below is a summary of our key findings and suggested changes for your consideration. The remainder of the document provides details of our analysis, documents our suggestions, and determines the estimated corresponding actuarial impact.

- Entry Age Normal Cost Spread Method – We recommend to spread Normal Costs over the full career of each Member instead of starting from the first valuation date an employee becomes a Member.

- Investment Return – In the summary section of this report, we have illustrated the impact of lowering the investment return assumption from 6.60% to 6.50% per year, for informational purposes.

- Salary Increases – We recommend an overall increase in the assumed rates based on experience observed during the period.

- Mortality Rates – Chapter 2015-157, Laws of Florida, mandates the Board to employ the mortality tables used in either of the two most recently published actuarial valuation reports of the Florida Retirement System (FRS). In conjunction with its July 1, 2024 actuarial valuation, the FRS adopted changes to the assumed mortality tables. Therefore, compliance requires incorporation of the updated assumption with the October 1, 2025 actuarial valuation.

- Retirement Rates – We recommend adjustments to retirement rates, generally lower than previously assumed for normal retirement and higher than previously assumed for early retirement.

- Withdrawal Rates – We recommend adjustments to the assumed rates of withdrawal, resulting in generally fewer withdrawals than previously assumed.

- Disability Rates – We recommend reducing the disability rates by 50%.

REVIEW OF SELECT VALUATION METHODS

In this section, we have evaluated the following valuation method:

- ❖ Entry Age Normal Cost Allocation

Entry Age Normal Cost Allocation

Under the Entry Age Normal Actuarial Cost Method, a "Normal Cost" is calculated for each individual active employee. The first step to calculate this Normal Cost is that a projection is made of the annual benefits that a Member will be entitled to at retirement and the total value of those benefits at their retirement age. The second step is to calculate an even funding amount over their career so that the full value of their projected retirement benefit is accumulated by the time they retire. This even funding amount is called the Normal Cost.

At any given point in time, the Actuarial Accrued Liability is equal to the total Present Value of projected Benefits less the Present Value of Future Normal Cost contributions.

In order to explain the current and proposed method, let's assume that a new Member is not projected to get any salary increases and that they will retire at age 65 and that the Plan will not receive any investment earnings on the contributions made.

Hypothetical Member	
Hire Date	4/1/2024
Annual Salary	$50,000
Birth Date	10/1/1994
Projected Retirement Date	10/1/2059
Annual Projected Benefit at Retirement *(2.55% X 35.5 Years X $50,000 AFC)*	$45,263
Value of Projected Benefit at age 65 *($45,263 annual benefit X Life Annuity Factor)*	$506,940

Current Allocation Method
Spreads the cost of the benefit over the 35 years from the first valuation date (10/1/2024) to the Projected Retirement Date (10/1/2059).

Normal Cost = $14,484
($506,940 projected value of retirement benefit spread over 35 years)
Accrued Liability as of 10/1/2024 = $0

Proposed Allocation Method
Spreads the cost of the benefit over 35.5 years from the date of hire (4/1/2024) to the Projected Retirement Date (10/1/2059).

Normal Cost = $14,280
($506,940 projected value of retirement benefit spread over 35.5 years)
Accrued Liability as of 10/1/2024 = $7,140

As can be seen on the previous page, under the proposed method, the Normal Cost is smaller and the Accrued Liability is larger than under the current method. Both methods are acceptable. However, it is our opinion that the proposed method is better from the perspective of actually spreading out the cost over a Member's entire career and for better reflecting the initial liability that is present for Members on a valuation date who were hired during previous year.

The impact on funding requirements of changing the Entry Age Normal Cost Allocation Method is a slight decrease in the City's contribution requirement (due to a smaller Normal Cost) and slight increase in the UAAL (due to a larger Accrued Liability), as shown below.

Entry Age Normal Cost Allocation	Required City/State Contribution	Increase / (Decrease)	UAAL	Funded Ratio
Current	11,115,985		60,781,302	75.9%
Proposed	11,103,532	(12,453)	60,896,358	75.9%

REVIEW OF ECONOMIC ASSUMPTIONS

ASOP No. 27, *Selection of Economic Assumptions for Measuring Pension Obligations*, provides guidance to actuaries in selecting (including giving advice on selecting) economic assumptions – primarily investment return, discount rate, post-retirement benefit increases, inflation, and compensation increases – for measuring obligations under defined benefit pension plans.

Throughout the remainder of this section, we have used the standards set forth in ASOP No. 27 as a guideline for reviewing and if applicable, selecting recommended changes to the following economic actuarial assumptions and methods:

- Investment Return
- Salary Increases

Please keep in mind that ASOP No. 27 (and ASOP No. 35) recognizes a range of reasonable assumptions and states "the actuary should recognize the uncertain nature of the items for which assumptions are selected and, as a result, may consider several different assumptions reasonable for a given measurement. The actuary should also recognize that different actuaries will apply different professional judgment and may choose different reasonable assumptions. As a result, a range of reasonable assumptions may develop both for an individual actuary and across actuarial practice."

Investment Return

The investment return assumption is critical in the actuarial valuation since it determines the portion of assets that will come from investment income rather than contributions from the plan sponsor and its participants. The investment return assumption should be determined based on the long-term rate of return (net of investment-related fees) the plan expects to earn over the life of the plan. The assumed rate of investment return is currently 6.60% per year compounded annually, net of investment-related expenses.

We believe that the decision to modify the investment return assumption shall be made based upon input from your investment professionals, reflecting any significant changes to the asset allocation, and their judgment of capital market returns. Keep in mind, however, that this assumption should reflect the best estimate of investment returns expected to be realized until the last participant in the plan dies, which could be 50+ years from now.

ASOP No. 27 provides that in developing a reasonable assumption, the actuary may consider a broad range of data and other inputs, including the judgment of investment professionals. The data that may be considered includes: current yields to maturity of fixed income securities; forecasts of inflation, GDP growth, and total returns for each asset class; historical and current investment data (including real and nominal returns); the inflation and inflation risk components implicit in the yield of inflation-protected securities; dividend yields, earnings yields, real estate capitalization rates; and historical plan performance.

For purposes of reviewing the investment return assumption, a building block approach is often used, whereby the actuary determines the weighted average expected real rate of return for the plan's target investment portfolio and then adjusts for inflation and expenses not reflected in the real rates of return. Foster & Foster is an actuarial firm, and we do not have the required expertise to produce our own capital market assumptions. For this reason, ASOP No. 27 addresses that the actuary will often collect capital market assumptions from external sources in order to determine the forward-looking expected arithmetic and/or geometric returns. The capital market assumptions can be broadly classified into the following categories: expected returns by asset class; standard deviation by asset class; and correlation coefficients between asset classes.

ASOP No. 27 states "to determine the forward-looking expected geometric return for an entire portfolio, the actuary should take the weighted average of the forward-looking expected arithmetic return for each of the asset classes and adjust such determination to reflect the variance of the entire portfolio…in general, a forward-looking expected geometric return for an asset class can be approximated by taking the forward-looking expected arithmetic return and subtracting one-half of the variance of the asset class". Below, we have employed this technique in order to review the current investment return assumption used in actuarial valuations.

Capital Market Assumptions – Board Investment Advisor

In order to complete the GASB 67/68 disclosures each year, the Board's investment advisor provides our firm with a broad target asset allocation (based on guidance from GASB) along with their corresponding forward-looking expected arithmetic returns by asset class. Below is the excerpt from the most recent GASB 67/68 disclosures, based on a September 30, 2024 measurement date.

Asset Class	(1) Target Allocation	(2) Expected Arithmetic Return by Asset Class (Long-Term)	(3) = (1) x (2) Expected Portfolio Arithmetic Return (Long-Term)
Fixed Income	25.00%	1.70%	0.43%
Hedge Fund of Funds	6.00%	2.80%	0.17%
Real Estate	12.00%	2.60%	0.31%
US Equity	24.00%	5.00%	1.20%
Developed Non US Equity	8.00%	5.00%	0.40%
Emerging Non US Equity	10.00%	5.50%	0.55%
Private Equity	5.00%	7.30%	0.37%
Private Debt	5.00%	3.70%	0.19%
Opportunistic	5.00%	2.50%	0.13%
Total Real	100.00%		3.75%
Assumed Inflation			2.50%
Total Nominal			6.25%

It is important to note that the investment return assumptions used for GASB purposes (as provided by the pension plan's Investment Consultant, Segal Marco Advisors) reflect shorter-term capital market expectations, typically based on a 20-year horizon. In contrast, the return assumption used in the actuarial valuation reflects a much longer time horizon, spanning potentially 75+ years, until the last member of the plan has passed. This difference in time horizons is the key reason for the potential discrepancy between the GASB weighted average return (6.25%) and the actuarial assumption (6.60%).

Salary Increases

The salary increase assumption is used to project a participant's compensation while actively employed, from the valuation date until the assumed retirement age. This allows the actuary to estimate the pension benefit the member will be entitled to at retirement. Generally, a participant's compensation will increase over the long term in accordance with inflation, productivity growth, and merit adjustments. Currently, the valuation utilizes a service-based salary scale assumption.

When reviewing the experience, the actual increase exceeded the assumption for most service breakpoints. Based on this experience, we recommend amending the assumed rates of salary increases to better align with actual plan experience.

Service	Count	Salary (Prior Year)	Actual Salary	Expected Salary	Actual Increase	Expected Increase	Proposed Increase
1-2	26	1,004,159	1,109,292	1,069,429	10.47%	6.50%	8.50%
3-9	319	14,935,705	16,228,060	15,630,961	8.65%	4.65%	6.75%
10-18	727	38,244,154	40,764,112	39,781,833	6.59%	4.02%	5.25%
19-24	443	29,228,854	30,601,127	30,251,864	4.69%	3.50%	4.00%
25+	202	15,018,211	15,696,970	15,694,030	4.52%	4.50%	4.50%
<Total>	1717	98,431,083	104,399,561	102,428,117	6.06%	4.06%	5.03%

The impact of only the recommended changes to the salary increase assumption is an increase in the funding requirements.

Salary Increases	Required City/State Contribution	Increase / (Decrease)	UAAL	Funded Ratio
Current	11,115,985		60,781,302	75.9%
Proposed	11,246,495	130,510	60,600,896	76.0%

REVIEW OF DEMOGRAPHIC ASSUMPTIONS

ASOP No. 35, *Selection of Demographic and Other Noneconomic Assumptions for Measuring Pension Obligations*, provides guidance to actuaries in selecting (including giving advice on selecting) demographic and other noneconomic assumptions for measuring obligations under defined benefit pension plans.

Throughout the remainder of this section, we have used the standards set forth in ASOP No. 35 as a guideline for reviewing and if applicable, selecting recommended changes to the following demographic and other noneconomic actuarial assumptions:

- Mortality Rates
- Retirement Rates
- Withdrawal Rates
- Disability Rates

Generally, demographic assumptions are based on actual plan experience with additional consideration for current trends. ASOP No. 35 states "the actuary should use professional judgment to estimate possible future outcomes based on past experience and future expectations and select assumptions based upon application of that professional judgment. For any given measurement, the actuary will typically be able to identify two or more reasonable assumptions for the same contingency."

Demographic trends generally remain consistent over time, absent significant changes in plan provisions. Therefore, the best true indicator of future experience is past experience. For each assumption, this analysis compares actual experience for the studied time period to the current assumptions used for purposes of the actuarial valuations. Note that actuarial assumptions reflect average experience over long periods of time. A change in actuarial assumptions generally occurs when experience over a period of years indicates a consistent pattern.

Mortality Rates

The rate of mortality is the probability of death at a given age. As mortality rates have continued to decline over time, concern has increased about the impact of potential future mortality improvement on the magnitude of pension obligations. ASOP No. 35 discusses the importance of actuaries considering mortality improvements when measuring pension obligations. Specifically, an actuary should adjust mortality rates to reflect mortality improvement prior to the measurement date and include an assumption as to the expected mortality improvement after the measurement date, if reasonable.

The Society of Actuaries underwent a comprehensive experience study with the primary objective to develop mortality tables comprised solely of public-sector lives. Additionally, contributors to the study were asked to identify plan members as teachers, public safety personnel, or general employees. This helped provide new insights into the composition of gender-specific pension mortality by factors such as job category, specifically in the public sector. The published tables were released as the Pub-2010 Public Retirement Plans Mortality Tables.

Chapter 2015-157, Laws of Florida, mandates the Board to employ the mortality tables used in either of the two most recently published actuarial valuation reports of the Florida Retirement System (FRS). In conjunction with its July 1, 2019 actuarial valuation, the FRS adopted the Pub-2010 tables, as recommended by their actuary. FRS subsequently made additional changes to the assumed mortality rates (including replacement of the MP-2018 mortality improvement projection scale with the MP-2021 mortality improvement projection scale) in conjunction with its July 1, 2024 actuarial valuation. Accordingly, we are obligated to incorporate these latest changes in conjunction with the October 1, 2025 valuation.

The following tables illustrate life expectancies at various ages for pre-retirement and post-retirement under the prior mortality assumption and new mortality assumption. Additionally, the tables illustrate the effect of generational mortality improvement projection by comparing a retiree age 60 in 2024 with one age 60 in 2044:

Prior Mortality Assumption

Sample Ages	Future Life Expectancy (Years) as of 2024 [1]					
	Healthy Pre-Retirement		Healthy Post-Retirement		Disabled Retirement	
	Male	Female	Male	Female	Male	Female
40	55.80	59.05	45.08	47.87	27.63	30.60
45	50.58	53.78	40.16	42.90	24.05	27.03
50	45.40	48.53	35.32	38.04	20.95	23.88
55	40.31	43.35	30.64	33.28	18.14	20.84
60	35.36	38.24	26.09	28.53	15.46	17.84
65	30.59	33.23	21.70	23.84	12.90	14.87
70	25.97	28.33	17.50	19.31	10.49	12.03
75	21.55	23.60	13.61	15.09	8.25	9.41
80	17.41	19.12	10.16	11.27	6.29	7.15

Sample Age 60	Future Life Expectancy (Years) [1]					
	Healthy Pre-Retirement		Healthy Post-Retirement		Disabled Retirement	
	Male	Female	Male	Female	Male	Female
In 2024	35.36	38.24	26.09	28.53	15.46	17.84
In 2044	37.16	39.79	27.88	30.17	15.46	17.84

[1] Life expectancy in future years assumes generational improvements using the MP-2018 projection scale (no projection for Disabled lives).

Updated Mortality Assumptions

Sample Ages	Future Life Expectancy (Years) [1]					
	Healthy Pre-Retirement		Healthy Post-Retirement		Disabled Retirement	
	Male	Female	Male	Female	Male	Female
40	54.62	56.58	44.45	47.40	29.54	33.45
45	49.51	51.40	39.64	42.48	26.03	29.67
50	44.42	46.24	34.88	37.65	22.70	26.02
55	39.41	41.13	30.23	32.88	19.44	22.43
60	34.53	36.12	25.70	28.13	16.40	19.09
65	29.83	31.23	21.34	23.48	13.72	15.92
70	25.30	26.48	17.18	18.99	11.19	12.80
75	20.96	21.90	13.31	14.79	8.75	9.85
80	16.90	17.58	9.89	11.01	6.58	7.32

Sample Age 60	Future Life Expectancy (Years) [1]					
	Healthy Pre-Retirement		Healthy Post-Retirement		Disabled Retirement	
	Male	Female	Male	Female	Male	Female
In 2024	34.53	36.12	25.70	28.13	16.40	19.09
In 2044	36.01	37.38	27.38	29.59	18.63	21.24

[1] Life expectancy in future years assumes generational improvements using the MP-2021 projection scale.

Impact of Mortality Assumption Change

Sample Ages	Future Life Expectancy Increase/(Decrease) Years					
	Healthy Pre-Retirement		Healthy Post-Retirement		Disabled Retirement	
	Male	Female	Male	Female	Male	Female
40	-1.18	-2.47	-0.63	-0.47	1.91	2.85
45	-1.07	-2.38	-0.52	-0.42	1.98	2.64
50	-0.98	-2.29	-0.44	-0.39	1.75	2.14
55	-0.90	-2.22	-0.41	-0.40	1.30	1.59
60	-0.83	-2.12	-0.39	-0.40	0.94	1.25
65	-0.76	-2.00	-0.36	-0.36	0.82	1.05
70	-0.67	-1.85	-0.32	-0.32	0.70	0.77
75	-0.59	-1.70	-0.30	-0.30	0.50	0.44
80	-0.51	-1.54	-0.27	-0.26	0.29	0.17

Sample Age 60	Future Life Expectancy Increase/(Decrease) Years					
	Healthy Pre-Retirement		Healthy Post-Retirement		Disabled Retirement	
	Male	Female	Male	Female	Male	Female
In 2024	-0.83	-2.12	-0.39	-0.40	0.94	1.25
In 2044	-1.15	-2.41	-0.5	-0.58	3.17	3.40

In reviewing the tables above, you can see that the updated mortality assumption results in decreases in assumed future life expectancies for all categories, except for disabled Retirement.

Adoption of the statutory mortality rate changes results in decreases to the City's annual contribution requirement and the Plan's UAAL, as disclosed below:

Mortality Rates	Required City/State Contribution	Increase / (Decrease)	UAAL	Funded Ratio
Current	11,115,985		60,781,302	75.9%
Proposed	10,873,606	(242,379)	59,013,415	76.4%

Retirement Rates - Early

A retirement rate is the associated probability at a specific point in time that a participant will retire, given that they have attained the eligibility requirements for retirement. The associated cost due to retirement experience is determined by the age at which participants retire (or enter DROP). The current eligibility requirement for Early Retirements are earlier of (1) the attainment of age 55 and completion of 5 years of service or (2) completion of 25 years of service, regardless of age. Currently, the valuation uses a table of rates vary by age and service for Early Retirement.

The table below illustrates the comparison of the actual Early Retirement experience to the current assumption.

Early Retirement (Less Than 25 Years of Service)

Age	Count	Actual	Expected	Actual Rate	Expected Rate	Proposed Rate
55-60	311	27	17.89	8.68%	5.75%	7.25%
61	53	6	3.45	11.32%	6.50%	9.00%
62	51	4	6.12	7.84%	12.00%	10.00%
63	51	11	2.55	21.57%	5.00%	12.25%
64	46	5	1.38	10.87%	3.00%	7.00%
<Total>	512	53	31.39	10.35%	6.13%	8.18%

Early Retirement (More Than 25 Years of Service)

Service	Count	Actual	Expected	Actual Rate	Expected Rate	Proposed Rate
25	68	10	7.14	14.71%	10.50%	12.50%
26	62	4	3.41	6.45%	5.50%	6.00%
27	57	10	6.56	17.54%	11.50%	14.50%
28	45	5	3.38	11.11%	7.50%	9.25%
29	40	3	1.6	7.50%	4.00%	5.75%
<Total>	272	32	22.08	11.76%	8.12%	9.91%

As can be seen above, members elected Early Retirement more often than assumed. This experience was realized after the plan change in 2013. Given this experience, we recommend an adjustment to the Early Retirement assumption, as shown in the above.

Retirement Rates - Normal

The current eligibility requirements for Normal Retirement are the earlier of (1) attainment of age 65 and completion of 5 years of service, or (2) completion of 30 years of service, regardless of age. Currently, the valuation uses a table of rates by years eligible for normal retirement.

The tables below illustrate the comparison of the actual Normal Retirement experience to the current assumption.

Normal Retirement (Less Than 30 Years of Service)

Age	Count	Actual	Expected	Actual Rate	Expected Rate	Proposed Rate
65	49	15	24.5	30.61%	50.00%	40.00%
66	38	19	12.54	50.00%	33.00%	40.00%
67	17	9	5.61	52.94%	33.00%	40.00%
68	8	3	8	37.50%	100.00%	70.00%
69	5	2	5	40.00%	100.00%	70.00%
70+	3	1	3	33.33%	100.00%	100.00%
<Total>	120	49	58.65	40.83%	48.88%	44.75%

Normal Retirement (30+ Years of Service)

Service	Count	Actual	Expected	Actual Rate	Expected Rate	Proposed Rate
30	34	24	34	70.6%	100.0%	80.0%
31	11	9	11	81.8%	100.0%	90.0%
32	2	1	2	50.0%	100.0%	90.0%
33+	1	1	1	100.0%	100.0%	100.0%
<Total>	48	35	48	72.9%	100.0%	83.1%

Review of tables in the above shows that since 2014, Members elected to deferred Normal Retirement somewhat beyond the current assumption. As you can see, the recommended changes result in generally lower rates of normal retirement. This results in a later assumed retirement age and a lengthened period of time to fund future benefit accruals, thereby decreasing current costs, as shown below.

Retirement Rates	Required City/State Contribution	Increase / (Decrease)	UAAL	Funded Ratio
Current	11,115,985		60,781,302	75.9%
Proposed	11,069,958	(46,027)	60,491,915	76.0%

Withdrawal Rates

The withdrawal rate, or termination rate, is the probability that a participant will separate employment from a cause other than disability, death, or retirement. Currently, the valuation uses a service-based table.

Overall, the actual incidence of termination was less than expected in aggregate. Given this experience, we recommend adjustments to the rates as shown below.

Withdrawal Rates

Service	Count	Actual	Expected	Actual Rate	Expected Rate	Proposed Rate
1-4	79	7	11.85	8.9%	15.0%	12.0%
5-9	193	12	14.48	6.2%	7.5%	7.0%
10-19	551	22	22.04	4.0%	4.0%	4.0%
20+	162	3	10.53	1.9%	6.5%	4.0%
<Total>	985	44	58.9	4.5%	6.0%	5.2%

The recommended changes have the effect of lowering the assumed rates of termination. The aggregate effect is an increase to the City's contribution requirement, as shown below.

Withdrawal Rates	Required City/State Contribution	Increase / (Decrease)	UAAL	Funded Ratio
Current	11,115,985		60,781,302	75.9%
Proposed	11,169,130	53,145	60,854,258	75.9%

Disability Rates

The disability rate assumption is the probability that a member will become disabled while an active participant in the plan. Currently, the valuation utilizes an age-based table with relatively low expected probabilities. Over the past ten years, the plan expected 15.66 disabilities and there was 1 disability during that time. Given this experience, we recommend decreasing the disability rates by 50% for all ages.

The impact of only the recommended changes to the disability rates assumption is an increase in funding requirements.

Disability Rates	Required City/State Contribution	Increase / (Decrease)	UAAL	Funded Ratio
Current	11,115,985		60,781,302	75.9%
Proposed	11,170,552	54,567	61,145,212	75.8%

SUMMARY

As stated throughout the content of this report, we have recommended the Board consider several changes to the actuarial assumptions utilized for purposes of completing the annual valuations. It is our belief that these changes reflect sound actuarial principles, are in compliance with the Actuarial Standards of Practice, are our best estimate of anticipated future experience, and will assist in achieving the objective of developing costs that are stable and predictable. Below, we have provided a summary of the estimated actuarial impact for the discussed changes. Please note we have also included the impact of lowering the investment return assumption to 6.50% per year, for informational purposes.

Change	Assumption	Increase/(Decrease) Required City/State Contribution	Increase/(Decrease) UAAL	Funded Ratio
	Current			75.9%
(1)	6.50% Investment Return	348,571	2,674,340	75.1%
(2)	Entry Age Normal Cost Allocation	(12,453)	115,056	75.9%
(3)	Salary Increases	130,510	(180,406)	76.0%
(4)	Mortality Rates	(242,379)	(1,767,887)	76.4%
(5)	Retirement Rates	(46,027)	(289,387)	76.0%
(6)	Withdrawal Rates	53,145	72,956	75.9%
(7)	Disability Rates	54,567	363,910	75.8%
(8)	Combination (6.60%)	(58,979)	(1,703,915)	76.4%
(9)	Combination (6.50%)	287,896	913,086	75.6%

ORDINANCE NUMBER 2026 - _____

AN ORDINANCE OF THE CITY OF OCALA, AMENDING THE CITY OF OCALA GENERAL EMPLOYEES' RETIREMENT SYSTEM, ADOPTED PURSUANT TO ORDINANCE NO. 5988, AS SUBSEQUENTLY AMENDED; IS HEREBY FURTHER AMENDED BY AMENDING SECTION 43-67, BENEFIT AMOUNTS AND ELIGBILITY; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ocala, Florida has a pension plan for certain of its former employees which was initially developed in or about January 1, 1955, and, though not offered as a benefit for current employees, remains a benefit for certain former employees; and

WHEREAS, the regulations governing said pension plan are codified at Section 43, *Code of Ordinances, City of Ocala, Florida,* and provide for oversight of said pension plan by a Board of Trustees of the Ocala General Employees' Retirement System (hereinafter "Board of Trustees"); and

WHEREAS, in accordance with the provisions of Section 43-67(b)(8)(b)(4), *Code of Ordinances, City of Ocala, Florida,* the Board of Trustees initiated an actuarial experience study which was conducted by Foster & Foster Actuaries and Consultants and the results of which were presented to the Board of Trustees of the Ocala General Employees' Retirement System (hereinafter "Board of Trustees") on or about November 10, 2025; and

WHEREAS, contained within the product of said actuarial experience study were certain recommended adjustments to the City of Ocala, Florida's current pension plan regulations in Section 43, *Code of Ordinances, City of Ocala, Florida*; and

WHEREAS, the Board of Trustees reviewed said study and the accompanying proposed amendments to the current pension plan regulations in Section 43, *Code of Ordinances, City of Ocala, Florida*, and recommends that the City of Ocala adopt all the recommended changes contained in the experience study; and

WHEREAS, said recommended assumption changes require approval by City Council and some of the recommended assumption changes require an amendment to the *Code of Ordinances, City of Ocala, Florida* so as to update Section 43-67 accordingly; and

WHEREAS, this ordnance amends Section 43-67, *Code of Ordinances, City of Ocala, Florida*, so as to implement the recommended changes to the current pension plan regulations as suggested in the actuarial experience study; and

WHEREAS, the City Council of the City of Ocala, Florida finds and determines that this ordinance and the amendment to Section 43-67, *Code of Ordinances, City of Ocala, Florida*, contained herein serves a public purpose and furthers the protection of the health, safety and welfare of the citizens of Ocala, Florida; and

WHEREAS, the City Council of the City of Ocala, Florida finds and determines that this ordinance and the amendment to Section 43-67, *Code of Ordinances, City of Ocala, Florida*, contained herein are in the best interest of the City of Ocala, Florida and its citizens.

NOW THEREFORE, be it ordained, by the City Council of the City of Ocala, Florida, in regular session, as follows:

Section 1. Ratification, Adoption and Incorporation of Recitals.

The City Council of the City of Ocala, Florida ratifies the above-outlined recitals as true and correct; adopts and incorporates them herein as part and parcel of this ordinance.

Section 2. Purpose and Authority for Ordinance.

This ordinance is adopted for the purpose of amending and revising Section 43-67 of the *Code of Ordinances, City of Ocala, Florida* so as to adopt the recommended assumption changes to the City of Ocala's General Employees' Retirement System.

Section 3. Amendment of Section 43-67 *Code of Ordinances, City of Ocala, Florida*.

Section 43-67(b) of the *Code of Ordinances, City of Ocala, Florida* is hereby amended by removing the ~~stricken through~~ text and inserting the underlined text as follows:

Sec. 43-67. Benefit amounts and eligibility

***

(b) *Variable benefit and contribution program.*

***

(8) *Assumptions and methods.*

a. The actuarially determined employer contributions used for the target total employer contribution percentage and for the preliminary and final total employer contribution percentage shall be developed using the following actuarial assumptions and methods.

b. *Actuarial assumptions:*

1. The investment return (net of investment related expenses) assumption shall be approved by Council following negotiations between city staff and the Pension Board. ~~Beginning with the actuarial valuation as of October 1, 2021, the investment return (net of investment related expenses) assumption shall be reduced from seven (7) percent per annum compounded annually to six and one-half (6.5) percent per annum compounded annually. To accomplish this reduction, the assumed rate will be reduced each fiscal year by ten (10) basis points until the six and one-half (6.5%) percent is reached. The schedule of changes will be as follows:~~

~~i. For the actuarial valuation as of October 1, 2021, the assumed rate will be six and nine tenths (6.9) percent per annum compounded annually.~~

~~ii. For the actuarial valuation as of October 1, 2022, the assumed rate will be six and eight tenths (6.8) percent per annum compounded annually.~~

~~iii. For the actuarial valuation as of October 1, 2023, the assumed rate will be six and seven tenths (6.7) percent per annum compounded annually.~~

~~iv. For the actuarial valuation as of October 1, 2024, the assumed rate will be six and six tenths (6.6) percent per annum compounded annually.~~

~~v. For the actuarial valuation as of October 1, 2025, the assumed rate will be six and one-half (6.5) percent per annum compounded annually.~~

2. The price inflation assumption shall be 2.5 percent per annum compounded annually.

3. The mortality rate assumption for non-disabled members shall be the mortality tables used in either of the two most recently published actuarial valuation reports of the Florida Retirement System, as set forth in Florida Statutes §112.63(1)(f), including any adjustments permitted therein.

4. ~~Except as provided in subparagraphs (8)b.1. through (8)b.3. above, the assumptions used in the October 1, 2013 actuarial valuation shall be the same as used in the October 1, 2012 actuarial valuation report accepted by the board. Thereafter, the assumptions used in the October 1, 2012 actuarial valuation report other than investment return, price inflation and mortality shall continue to apply until revised in accordance with recommendations of the pension board as approved by the city council.~~ The pension board shall have an experience study prepared no less frequently than every five years, and based on the experience study may recommend changes in assumptions, which shall be implemented as approved by the city council. ~~Upon approval of revised assumptions, this subsection shall be amended to reflect the revisions.~~

c. *Actuarial methods:*

1. The actuarial cost method shall be the ~~traditional~~ entry age <u>normal</u> cost method~~, as prescribed by GASB Statement Nos. 67 and 68~~.

2. The actuarial value of assets shall be based upon a five-year straight line recognition of the difference between expected earnings on the net market value of assets and actual earnings on the net market value of assets. The net market value of assets shall be the total fiduciary net position of the plan as defined by GASB Statement Nos. 67 and 68, excluding any reserves held which are not designated for currently adopted plan benefits valued as part of the plan liabilities. After adjusting the current market value of assets for this delayed recognition, the resulting actuarial asset value shall neither exceed 120 percent, nor fall below 80 percent, of the net market value of assets. For the first four valuation dates commencing October 1, 2012 (for the revised

contribution applicable to the year beginning October 1, 2013), the actuarial value of assets are determined assuming that this same five-year recognition method applies to the differences between the expected and actual investment returns for the years ending September 30, 2009 and later.

d. *Amortization methods*. The annual actuarial valuations prepared as of October 1, 2012 (for the revised contribution applicable to the year beginning October 1, 2013) and following shall utilize the same schedule of amortization bases and periods utilized in the October 1, 2012 actuarial valuation report dated February 22, 2013, but all amortized as level dollar amounts under the new interest rate assumption. The amortization base(s) created as of October 1, 2012 to accommodate the change in assumptions, change in asset valuation method and change in benefits are amortized over 20 years using level dollar amounts. For all actuarial valuation dates, commencing on October 1, 2013 and following, all changes in the entry age unfunded actuarial accrued liability resulting from asset and liability actuarial gains or losses, and from any associated benefit changes in accordance with subsection 43-67(6), shall be amortized over layered ten-year periods as level dollar amounts.

Section 4. Direction to Staff.

The City Council of the City of Ocala, Florida directs staff to take any and all other steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 5. Direction to the Codifier.

It is the intention of the City Council of the City of Ocala, Florida that (1) this ordinance shall become and be made a part of the *Code of Ordinances, City of Ocala, Florida*, (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by the City Council.

Section 6. Repealing Inconsistent and/or Conflicting Provisions.

The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 7. Severability of Ordinance Provisions.

If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 8. Modifications Arising from Consideration at a Public Hearing.

It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 9. Effective Date of Ordinance.

This ordinance shall become effective immediately upon approval by the Mayor or becoming law without such approval.

PASSED AND ADOPTED, in a regular session with a quorum present and voting, by the City Council of the City of Ocala, Florida this ____ day of March 2026.

CITY OF OCALA, FLORIDA

_____

By: IRE J. BETHEA, SR., as
President of the City Council

ATTEST:

_____

By: ANGEL JACOBS, as
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

By: WILLIAM E. SEXTON, as
City Attorney

APPROVED / DENIED by me, as Mayor of the City of Ocala, Florida this _____ day of February 2026.

_____

By: BENJAMIN MARCIANO, as
Mayor

ORDINANCE NUMBER: _____
INTRODUCED: _____
ADOPTED: _____

LEGAL AD NUMBER: _____

File #: 2026-0864 Agenda Item #: 9a.

Submitted By: Breah Miller

Presentation By Endira Madraveren

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Ordinance 2026-7 to rezone approximately 2.26 acres for properties located in the 1400 block of NE 14th Street (Parcel 26496-005-00 & 26496-005-01) from RO, Residential Office, and R-1, Single Family Residential, to R-3, Multi- Family Residential (Case ZON25-0016) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Applicant: Arun & Anjana Singh
- Property Owner: Arun & Anjana Singh

Key Points:

The petitioner requests to rezone two contiguous properties (parcels 26496-005-00 and 26496-005-01), comprising approximately 2.26 acres of undeveloped property, from RO (Residential Office) and R-1 (Single-Family Residential) to R-3 (Multi-Family Residential). The two parcels have split zoning designations, with RO on the northern portion and R-1 on the remainder.

Zoning and Land Use Factors for Consideration:

- The property is surrounded by the Institutional District (INST) on the eastern, western, and southern sides of the property.
- The R-3 zoning district allows for a broad range of uses, including Multi-family, assisted living facilities, and conference centers.
- The subject property's access is from a major arterial roadway (SR 492/NE 14th Street).

FINDINGS AND CONCLUSIONS:

- The proposed rezoning is consistent with the Low Intensity Future Land Use classification and Section 122-244 of the Code of Ordinances.
- City utilities are available at this location, and no level of service issues have been identified for public facilities as a result of the zoning amendment.
- The Planning and Zoning Board approved the request by a vote of six to one.

Staff recommends approval.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The ordinance is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes.
- Deny
- Table

SUPPORT MATERIALS:

- Staff Report
- Case Map
- Aerial Map

ORDINANCE 2026-7

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING THE ZONING FROM RO, RESIDENTIAL OFFICE, AND R-1, SINGLE FAMILY RESIDENTIAL, TO R-3, MULTI- FAMILY RESIDENTIAL, FOR CERTAIN PROPERTY LOCATED IN THE 1400 BLOCK OF NE 14TH STREET (26496-005-00 & 26496 -005-01), APPROXIMATELY 2.26 ACRES (CASE NO. ZON25-0016); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session, as follows:

Section 1. The lands described below are hereby rezoned and reclassified according to the zoning regulation of the City of Ocala, Florida, as R-3, Multi- Family Residential:

PARCEL NUMBER 26496-005-00

THE WEST ½ OF THE FOLLOWING DESCRIBED PROPERTY:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA; THENCE FOR A BASIS OF BEARING NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 9, 25.00 FEET TO POINT ON THE NORTH RIGHT OF WAY NORTHEAST 10TH STREET (50..00 FOOT RIGHT OF WAY); THENCE CONTINUE ALONG SAID WEST BOUNDARY N00 00'00"E 1255.32 FEET TO THE SOUTH RIGHT OF WAY OF NORTHEAST 14TH STREET (100 FOOT RIGHT OF WAY); THENCE S89 57'46"E ALONG SAID RIGHT OF WAY 330.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89 57'46"E ALONG SAID RIGHT OF WAY LINE 230.50 FEET; THENCE N00 00'39"E 426.42 FEET TO THE POINT OF BEGINNING..

&

PARCEL NUMBER 26496-005-01

THE EAST ½ OF THE FOLLOWING DESCRIBED PROPERTY:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF THE SECTION 9, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, THENCE FOR A BASIS OF BEARING NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 9, 25.00 FEET TO POINT ON THE NORTH RIGHT OF WAY NORTHEAST 10TH STREET (50.00 FOOT RIGHT OF WAY); THENCE CONTINUE ALONG SAID WEST BOUNDARY N00 00'00"E 1255.32 FEET TO THE SOUTH RIGHT OF WAY OF NORTHEAST 14TH STREET (100 FOOT RIGHT OF WAY); THENCE S89 57'46"E ALONG SAID RIGHT OF WAY 330.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89 57'46"E ALONG SAID RIGHT OF WAY LINE 230.50 FEET; THENCE DEPARTING SAID RIGHT OF WAY S00 01'21"E 428.42 FEET; THENCE N89 57'46"W 230.59 FEET; THENCE N00 00'39"E 428.42 FEET TO THE POINT OF BEGINNING.

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its

consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from RO, Residential Office, and R-1, Single Family residential, to R-3, Multi-family Residential, as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire J. Bethea, Sr.
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2026.

By: _____
Ben Marciano
Mayor

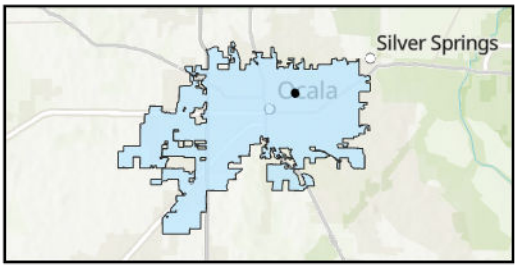
Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No: 2026-7
Introduced: Click or tap to enter a date.
Adopted: Click or tap to enter a date.
Legal Ad No: Click or tap here to enter text.

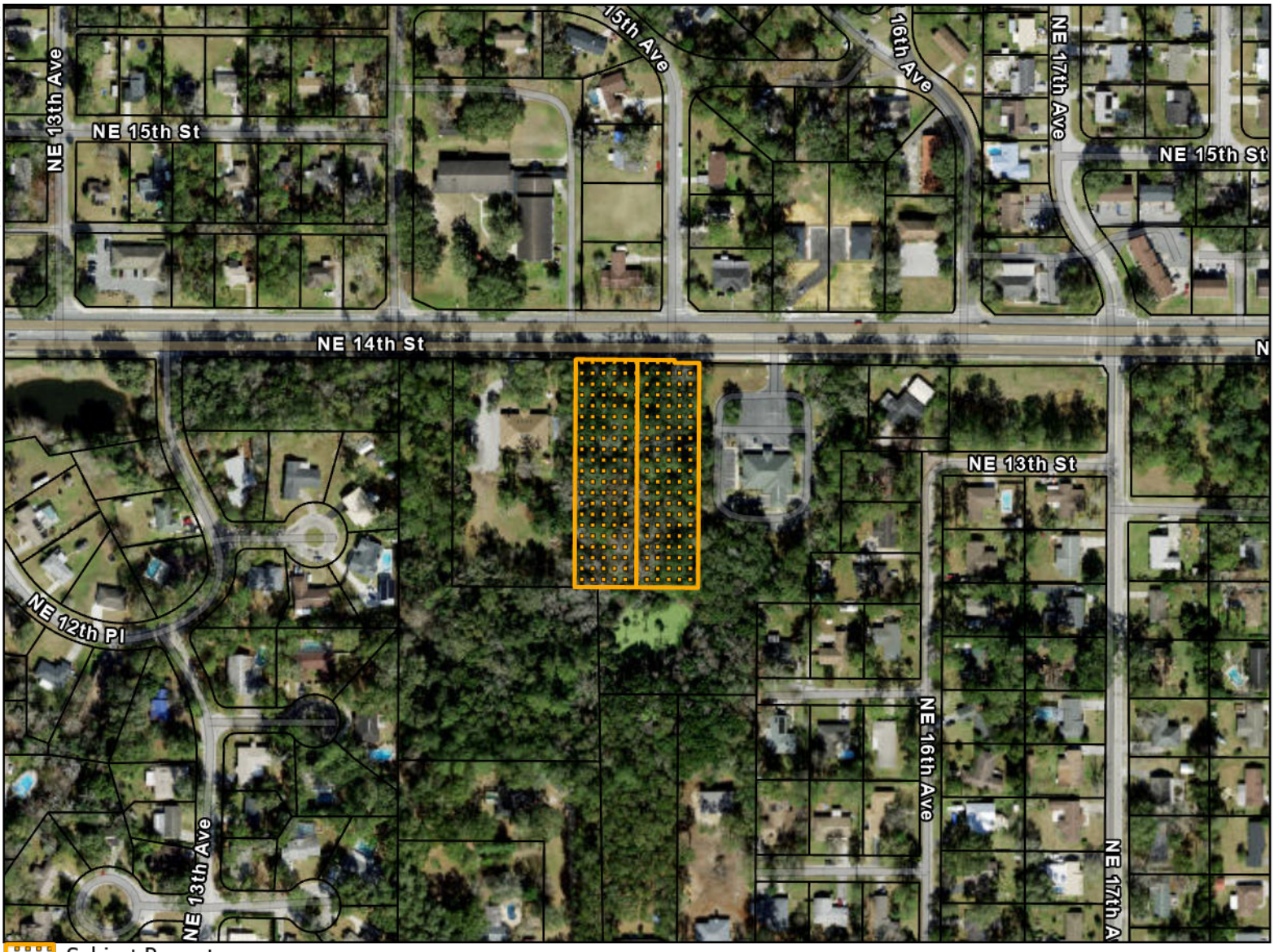
P&Z Meeting: 01/12/2026

AERIAL MAP



Case Number:	ZON25-0016
Parcel:	26496-005-00 and 26496-005-01
Property Size:	Approximately 2.26 Acres
Land Use Designation:	Low Intensity
Zoning:	RO, Residential-Office and R-1, Single-Family Residential
Proposal:	Request to rezone from R-O and R-1 to R-3

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Subject Property

Parcels

0 325 650 1,300 Feet

N

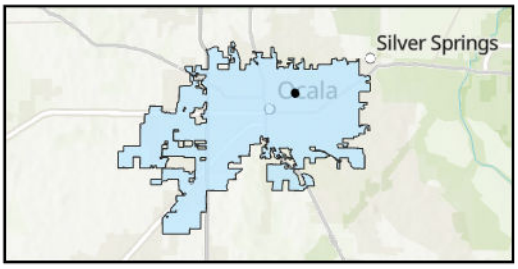
OCALA

Prepared by the City of Ocala Growth Management Dept by ekrepps on 12/12/2025

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P&Z Meeting: 01/12/2026

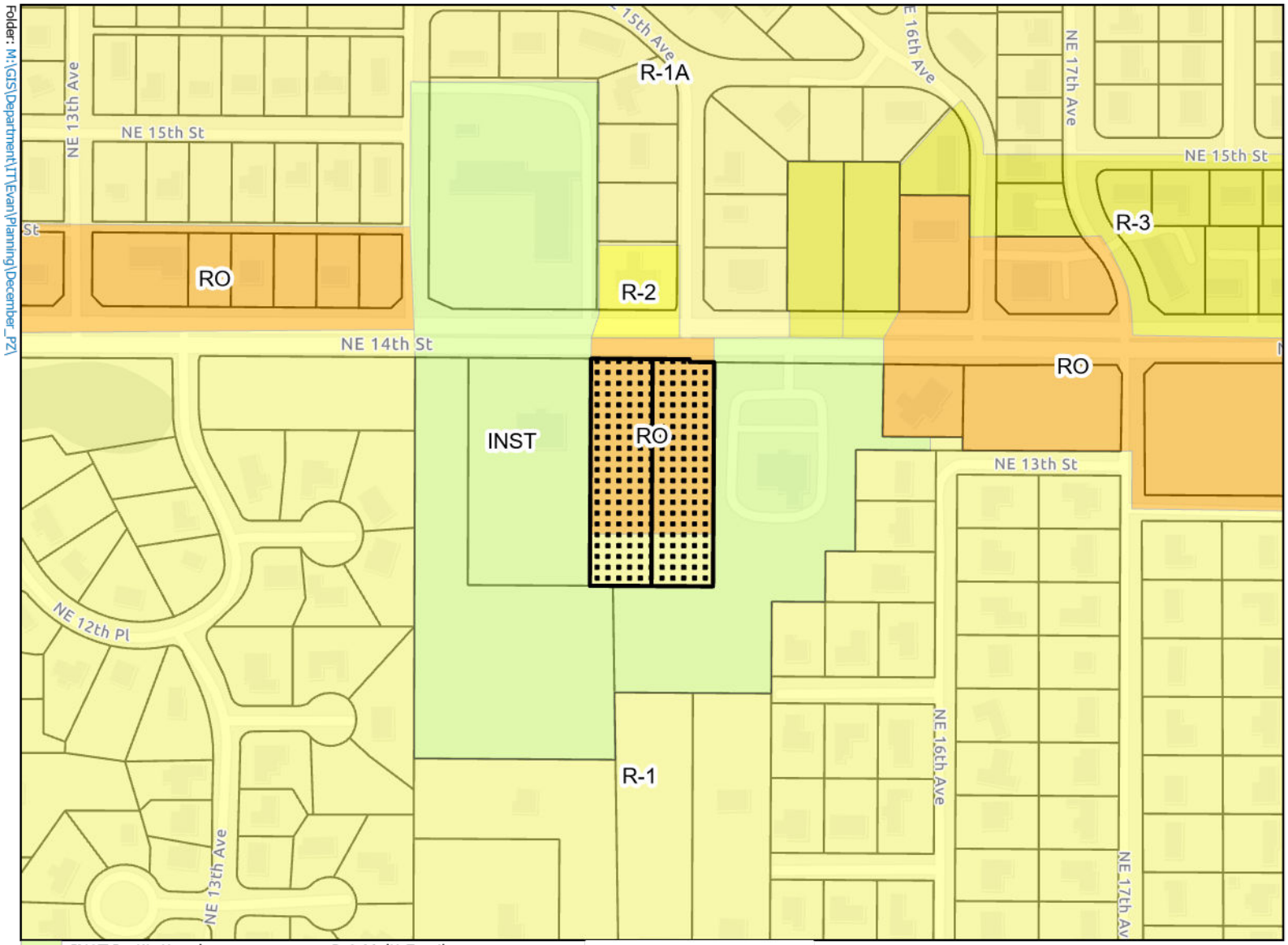
CASE MAP



Case Number: ZON25-0016

Parcel: 26496-005-00 and 26496-005-01

Property Size: Approximately 2.26 Acres
Land Use Designation: Low Intensity
Zoning: RO, Residential-Office and R-1, Single-Family Residential
Proposal: Request to rezone from R-O and R-1 to R-3



- INST:Institutional
- R-1:Single Family Residential
- R-1A:Single Family Residential
- R-2:Two-Family Residential
- R-3:Multi-Family Residential
- RO:Residential Office
- Parcels
- Subject Property

0 325 650 1,300 Feet

N

OCALA

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Prepared by the City of Ocala Growth Management Dep t by ekrepps on 12/12/2025

File #: 2026-0865 Agenda Item #: 9b.

Submitted By: Emily Johnson

Presentation By: Emily Johnson

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Ordinance 2026-8 to rezone two properties totaling approximately 30.49-acres located at 5019 W Silver Springs Blvd and the parcel adjacent to the east (Parcel 23180-000-00 & 23176-003-00) from PD, Planned Development, to M-1, Light Industrial (Case ZON25-0018) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Applicant: Steven Mendez, Manager, Chi Ocala Rancho LLC
- Property Owner: Chi Ocala Rancho LLC

Key Points:

The petitioner requests to rezone 30.49 acres of property from PD, Planned Development, to M-1, Light Industrial. Parcel 23180-000-00 has historically been used for agricultural purposes and is currently developed with three nonconforming single-family residences, built as early as 1958. Parcel 23176-003-00 has historically remained vacant and undeveloped.

On November 19, 2024, the City Council approved a rezoning of the subject properties via Ordinance 2025-7. The associated PD Plan and Standards Book were adopted concurrently via Resolution 2025-6 and approved a maximum development program of up to 468 multifamily residential units and up to 180,991 square feet of commercial/retail uses, not to exceed a maximum floor area ratio (FAR) of 0.75.

Zoning and Land Use Factors for Consideration:

- The subject property is surrounded by M-1 zoned properties and existing industrial uses.
- The surrounding area west of I-75 is primarily developed with heavy commercial and industrial uses, with a limited number of retail/business establishments.
- The existing Employment Center Future Land Use category only allows for residential development as part of a mixed-use Planned Development (PD).
- The existing single-family residences located on Parcel 23180-000-00 are nonconforming under the current PD, Planned Development, zoning district. The single-family residences would similarly remain nonconforming under the proposed M-1 zoning district.

Planning & Zoning Commission Meeting:

Staff presented the rezoning request to the Planning & Zoning Commission on January 12, 2026. The Chairman requested confirmation that the existing nonconforming use must cease and be demolished before any new structures are added, and staff confirmed. The applicant's agent noted that a demolition permit had recently been submitted for the nonconforming single-family residences and provided additional background on the decision to rezone the property for industrial use. The Planning & Zoning Commission voted six to zero to recommend approval.

FINDINGS AND CONCLUSIONS:

- The proposed rezoning is consistent with the industrial and heavy commercial development pattern surrounding the subject property.
- Residential uses are not permitted in the M-1 zoning district. The existing single-family residences on the subject properties will remain nonconforming and must be removed prior to any further development.
- The proposed rezoning is consistent with the existing Employment Center Future Land Use classification and pursuant to Section 122-244 of the Code of Ordinances.
- City utilities are available at this location, and no level of service issues have been identified for public facilities as a result of the zoning amendment.

Staff recommends approval.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The ordinance is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes.

- Deny
- Table

SUPPORT MATERIALS:

- Staff Report
- Case Map
- Aerial Map

ORDINANCE 2026-8

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING THE ZONING FROM PD, PLANNED DEVELOPMENT, TO M-1 LIGHT INDUSTRIAL, FOR CERTAIN PROPERTY LOCATED AT 5019 W SILVER SPRINGS BLVD AND THE PARCEL ADJACENT TO THE EAST (PARCEL 23180-000-00 & 23176-003-00), APPROXIMATELY 30.49 ACRES (CASE NO. ZON25-0018); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session, as follows:

Section 1. The lands described below are hereby rezoned and reclassified according to the zoning regulation of the City of Ocala, Florida, as M-1, Light Industrial:

PARCEL NUMBER 23180-000-00:

PARCEL 1:

THE NORTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

PARCEL 2:

THAT PART OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 21 EAST, LYING NORTH OF STATE ROAD 40.

PARCEL 3:

WEST 1/4 OF THE S.E. 1/4 OF THE N.E. 1/4, NORTH OF STATE ROAD 40, AND THE EAST 26 FEET OF THE EAST 1/4 OF THE S.W. 1/4 OF THE N.E. 1/4, NORTH OF STATE ROAD 40, IN SECTION 16, TOWNSHIP 15 SOUTH, RANGE 21 EAST, ALL LYING NORTH OF STATE ROAD 40.

PARCEL 4:

THE WEST 1/2 OF THE EAST 1/2 OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, EXCEPT THAT PART LYING SOUTH OF STATE ROAD 40.

PARCEL 5:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 16, RANGE 21 EAST, TOWNSHIP 15 SOUTH, IN MARION COUNTY, FLORIDA; THENCE RUN N89°39'03"W., ALONG THE NORTH BOUNDARY OF SAID SECTION 16, FOR A DISTANCE OF 1324.35 FEET; THENCE RUN S.00°31'19"W., ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SAID SECTION, FOR A DISTANCE OF 1325.46 FEET; THENCE RUN N.89°38'36"W., ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION, FOR A DISTANCE OF 26.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID LINE, FOR A DISTANCE OF 26.02 FEET; THENCE RUN S.00°31'31"W., FOR A DISTANCE OF 766.93 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE EAST, AND HAVING FOR IT'S ELEMENTS: A RADIUS OF 470.87 FEET, A CENTRAL ANGLE OF 11°35'35", A CHORD DISTANCE OF 95.12 FEET, AND A CHORD BEARING OF S.05° 10'10"E.; THENCE RUN SOUTHERLY ALONG SAID CURVE, FOR A DISTANCE OF 95.28 FEET; THENCE RUN S.11°04'07"E., FOR A DISTANCE OF 81.66 FEET; THENCE RUN N.00°31'31"E., ALONG THE WEST BOUNDARY OF THE EAST 26.00 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SAID SECTION, FOR A DISTANCE OF 941.61 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED LANDS:

BOOK 1918, PAGE 500; AND BOOK 5825, PAGE 19; AND BOOK 5825, PAGE 22.

AND

PARCEL NUMBER 23176-003-00:

THE NORTH 424.02 FEET OF THE EAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 16, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from PD, Planned Development, to M-1, Light Industrial, as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish

said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire J. Bethea Sr.
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2026.

By: _____
Ben Marciano
Mayor

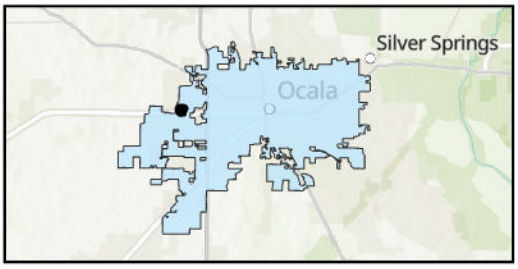
Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No: 2026-8
Introduced: Click or tap to enter a date.
Adopted: Click or tap to enter a date.
Legal Ad No: Click or tap here to enter text.

P&Z Meeting: 01/12/2026

CASE MAP

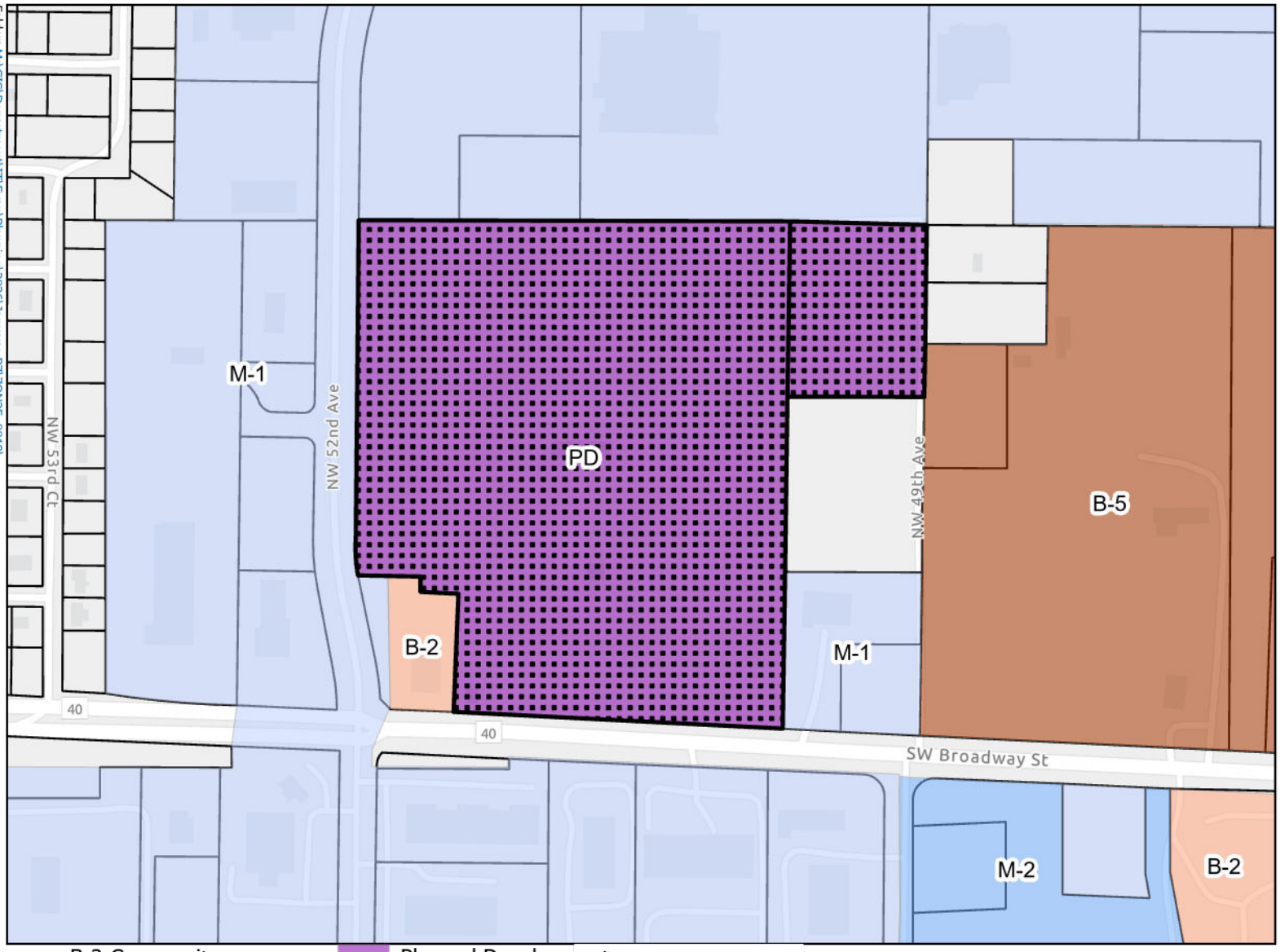


Case Number: ZON25-0018

Parcel: 23180-000-00 and 23176-003-00

Property Size: Approximately 30.49 Acres
Land Use Designation: Employment Center
Zoning: PD, Planned Development

Proposal: Request to rezone from PD to M-1



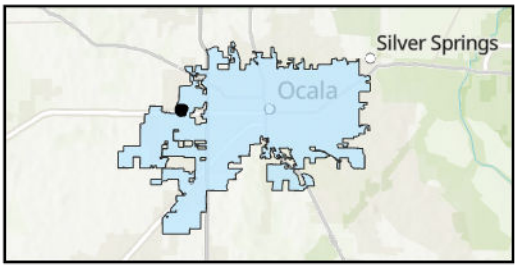
OCALA

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Prepared by the City of Ocala Growth Management Dept by ekrepps on 12/12/2025

P&Z Meeting: 01/12/2026

AERIAL MAP



Case Number: ZON25-0018

Parcel: 23180-000-00 and 23176-003-00

Property Size: Approximately 30.49 Acres
Land Use Designation: Employment Center
Zoning: PD, Planned Development

Proposal: Request to rezone from PD to M-1



Subject Parcel

Parcels

0 425 850 1,700 Feet

N

OCALA

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Prepared by the City of Ocala Growth Management Dept by ekrepps on 12/12/2025

RESOLUTION 2025-6

A RESOLUTION APPROVING A PLANNED DEVELOPMENT (PD) PLAN AND ASSOCIATED PD STANDARDS BOOK (W HWY 40 MIXED USE PD PLAN) FOR PROPERTY LOCATED AT 5019 W. HIGHWAY 40 ALONG WITH THE PARCEL TO THE NORTHWEST, OCALA, MARION COUNTY, FLORIDA (CASE NO. PD24-45515).

Whereas, CHI Ocala Rancho, LLC submits a PD plan (Case PD24-45515) for property located at 5019 West Highway 40 along with the parcel to the northwest, approximately 30.49 acres to allow for the construction of 468 multi- family units, commercial and retail mixed-use development; and

Whereas, as an associated Ordinance 2025-7 amends the zoning map of the City of Ocala changing parcel 23176-003-00 & 23180-000-00 from No Zoning & B-5, Wholesale Business District, to PD, Planned Development; and

Whereas, on October 14, 2024, the Planning and Zoning Commission recommended approval of the applicant's request by a 4-0 vote.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session, as follows:

1. The City of Ocala does hereby approve the W Hwy 40 Mixed Use PD plan (Exhibit "A") and PD standards book (Exhibit "B").

2. The effective date for this resolution will be November 19, 2024.

3. The approved PD plan and associated PD standards book shall apply to the following described land located in Ocala, Marion County, Florida, to wit:

   PARCEL # 23176-003-00:

   SEC 16 TWP 15 RGE 21 N 424.02 FT OF E 1/4 OF SE 1/4 OF NE 1/4

   & PARCEL # 23180-000-00:

   SEC 16 TWP 15 RGE 21 N 1/2 OF E 1/2 OF W1/2 OF SE 1/4 OF NE 1/4 & THAT PT OF S 1/2 OF E 1/2 OF W 1/2 OF SE 1/4 OF NE 1/4 LYING N OF SR 40 & W 1/4 OF SE 1/4 OF NE 1/4 N OF SR 40 & E 26 FT OF E 1/4 OF SW 1/4 OF NE 1/4 N OF SR 40 & W 1/2 OF E 1/2 OF SE 1/4 OF NE 1/4 EXC PT LYING S OF SR 40 & COM AT THE NE COR OF SEC TH N 89-39-03 W 1324.35 FT TH S 00-31-19 W 1325.46 FT TH N 89-38-36 W 26.02 FT TO THE POB TH CONT WLY 26.02 FT TH S 00-31-31 W 766.93 FT TO POC OF A TANGENT CURVE CONCAVE ELY HAVING A RADIUS OF 470.87 FT A CENTRAL ANGLE OF 11-35-35 A CHORD BEARING & DISTANCE S 05-10-10 E

95.12 FT TH ALONG ARC OF CURVE 95.28 FT TH S 11-04-07 E 81.66 FT TH N 00-31-31 E 941.61 FT TO THE POB EXC ROW FOR SR 40 (1918/0500) EXC LOT 1 CR OCALA (5825/22 & 5825/ 19) MORE PARTICULARLY DESC AS: COM AT THE INTERSECTION OF THE ELY ROW OF NW 52ND AVE & NLY ROW OF SR 40 TH N 44-08-05 W 34.38 FT TO POC OF A NON TANGENT CURVE CONCAVE WLY HAVING A RADIUS OF 570.87 FT A CHORD BEARING & DISTANCE OF N 07-02-32 W 92.32 FT TH NLY ALONG ARC OF CURVE THROUGH A CENTRAL ANGLE OF 09-16-34 AN ARC DISTANCE OF 92.42 FT TH N 11-38-09 W 202.43 FT TO POC OF A NON TANGENT CURVE CONCAVE ELY HAVING A RADIUS OF 470.87 FT A CHORD BEARING & DISTANCE OF N 11-00-18 W 9.24 FT TH NLY ALONG ARC OF CURVE THROUGH A CENTRAL ANGLE OF 01-07-29 AN ARC DISTANCE OF 9.24 FT TH S 88-55-35 E 151.38 FT TH S 01-09-41 W 37 FT TH S 87-03-14 E 91.81 FT TH S 02-19-46 W 285.56 FT TH N 87-39-53 W 152.95 FT TO THE POB
LESS.

This resolution adopted this 19th day of November 2024.

ATTEST:

By: _____
Angel B. Jacobs
City Clerk

CITY OF OCALA

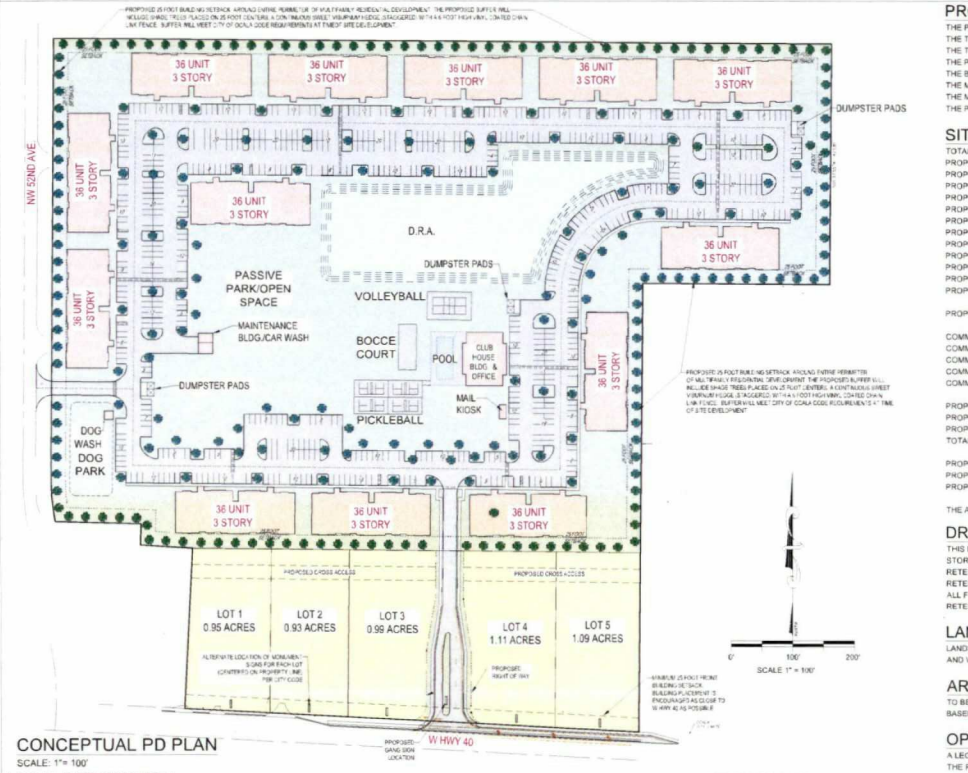
By: _____
Barry Mansfield
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

EXHIBIT A
CHI OCALA RANCHO
PD PLAN

W HWY 40 MIXED USE - CONCEPTUAL PD PLAN



CONCEPTUAL PD PLAN

SCALE: 1"= 100'

PROPOSED DEVELOPMENT:

THE PROPOSED DEVELOPMENT ON THIS SITE WILL BE A MULTI-FAMILY APARTMENT COMPLEX AND FIVE COMMERCIAL LOTS.
THE TOTAL PROPOSED APARTMENT BUILDING AREA IS 202,105 S.F. (SUBJECT TO CHANGE)
THE TOTAL PROPOSED CLUBHOUSE BUILDING AREA IS 6,845 S.F. (SUBJECT TO CHANGE)
THE PROPOSED NUMBER AND SIZE OF BUILDINGS WILL DEPEND ON FINAL SITE PLAN DESIGN.
THE BUILDINGS SHALL BE THREE STORIES WITH A MAXIMUM HEIGHT OF 50 FEET.
THE MINIMUM BUILDING SETBACKS SHALL BE 25 FEET ON THE FRONT, REAR, AND SIDE.
THE MAXIMUM ALLOWABLE DENSITY IS 481 APARTMENT UNITS.
THE PROPOSED CONCEPTUAL PLAN SHOWS 468 APARTMENT UNITS.

SITE COVERAGE:

TOTAL SITE AREA	= 1,312,026 S.F. = 30.12 ACRES
PROPOSED APARTMENT BUILDING AREA	= 202,105 S.F. (THREE STORY) F.A.R.=0.1540
PROPOSED CLUB HOUSE/OFFICE BUILDING	= 6,845 S.F.
PROPOSED MAINTENANCE BUILDING	= 894 S.F.
PROPOSED PET WASH	= 225 S.F.
PROPOSED POOL AREA	= 2,228 S.F.
PROPOSED MAIL KIOSK	= 300 S.F.
PROPOSED BOCCE COURT	= 2,590 S.F.
PROPOSED VOLLEYBALL	= 3,868 S.F.
PROPOSED PICKLEBALL	= 7,320 S.F.
PROPOSED DUMPSTER AREA	= 1,656 S.F.
PROPOSED SIDEWALK	= 25,958 S.F.
PROPOSED PAVEMENT	= 285,247 S.F.
PROPOSED AMENITIES TO COUNT AS OPEN SPACE	= 24,249 S.F. (AMENITIES MAY VARY AT TIME OF DEVELOPMENT PHASE)
COMMERCIAL LOT 1	= 41,383 S.F.
COMMERCIAL LOT 2	= 40,517 S.F.
COMMERCIAL LOT 3	= 43,281 S.F.
COMMERCIAL LOT 4	= 48,362 S.F.
COMMERCIAL LOT 5	= 47,304 S.F.
PROPOSED IMPERVIOUS AREAS (RESIDENTIAL)	= 514,966 S.F.
PROPOSED IMPERVIOUS AREAS (COMMERCIAL)	= 176,676 S.F.
PROPOSED DRAINAGE RETENTION AREA	= 88,277 S.F.
TOTAL PROPOSED OPEN SPACE	= 532,107 S.F.
PROPOSED INTERIOR LANDSCAPING MINIMUM PER CODE	= 28,525 S.F.
PROPOSED OPEN SPACE PER CODE:	= 328,007 S.F.
PROPOSED AGGREGATE OPEN SPACE PER CODE:	= 131,203 S.F.

THE ABOVE AREAS ARE PRELIMINARY AND CONCEPTUAL ONLY. FINAL COVERAGE WILL BE DETERMINED AT TIME OF FINAL SITE PLAN.

DRAINAGE SUMMARY:

THIS DEVELOPMENT SHALL UTILIZE AN ONSITE PRIVATE DRAINAGE FACILITY. THE RETENTION AREA SHALL BE MAINTAINED BY THE OWNER. STORMWATER RUNOFF FROM THE COMMERCIAL LOTS AND MULTI-FAMILY AREA SHALL BE ROUTED VIA CURB & INLET SYSTEMS TO THE PROPOSED RETENTION AREAS SHOWN ON THIS PLAN. THE STORMWATER RETENTION AREA WILL ATTENUATE THE 100YR-24HR POST STORM EVENT. NO DRAINAGE RETENTION AREAS ARE PROPOSED ON THE COMMERCIAL LOTS.
ALL FINISH FLOOR ELEVATIONS OF THE PROPOSED BUILDINGS SHALL BE SET AT 1 FT ABOVE THE MAXIMUM STAGE REACHED IN THE PROPOSED RETENTION AREA FOR THE 100YR-24HR POST STORM EVENT.

LANDSCAPE & IRRIGATION:

LANDSCAPING AND IRRIGATION DESIGN WILL ADHERE TO CITY OF OCALA CODE REQUIREMENTS AND WILL BE DESIGNED AT THE TIME OF FINAL SITE PLAN SUBMITTAL.

ARCHITECTURAL RESTRICTIONS:

TO BE DETERMINED BASED ON DISCUSSIONS WITH CITY STAFF. CITY STAFF WILL REVIEW ARCHITECTURAL ELEVATIONS AND MAKE RECOMMENDATIONS BASED ON PRELIMINARY PLANS SUBMITTED.

OPERATION & MAINTENANCE:

A LEGALLY FILED MAINTENANCE AGREEMENT SHALL BE FILED WITH THE FINAL PD PLAN. THE OWNER OR THEIR SUCCESSORS OR ASSIGNS WILL MAINTAIN THE PROPOSED IMPROVEMENTS ON THIS SITE.

PROPOSED DEVELOPMENT SCHEDULE:

THE PROPOSED DEVELOPMENT CONSTRUCTION SCHEDULE IS ANTICIPATED TO BEGIN WITHIN 1 TO 5 YEARS OF THE PROPOSED PD PLAN APPROVAL. THIS TIMELINE IS ONLY AN ESTIMATE AND IS NOT A GUARANTEE. NOR DOES THIS ESTIMATE INCLUDE THE ENTIRE DEVELOPMENT OF THE SITE AS THIS MAY OCCUR IN PHASES BASED ON ECONOMIC CONDITIONS. PHASE 1 OF THE DEVELOPMENT IS ANTICIPATED TO BE COMPLETED WITHIN 2 YEARS OF THE FINAL DEVELOPMENT PLAN APPROVAL. PHASE 2 IS ANTICIPATED TO BE COMPLETED WITHIN 5 YEARS OF THE FINAL DEVELOPMENT PLAN APPROVAL.

WATER & SEWER:

CENTRAL WATER & SEWER SERVICES FOR THE PROPOSED BUILDINGS WILL BE AT THE OWNERS EXPENSE. THE OWNER WILL CONNECT TO THE EXISTING CITY OF OCALA CENTRAL WATER & SEWER SYSTEMS.

ELECTRIC UTILITIES:

ELECTRICAL UTILITIES SHALL BE PROVIDED BY THE EXISTING OCALA ELECTRIC UTILITIES LOCATED ADJACENT TO THE SITE.

PUBLIC WORKS:

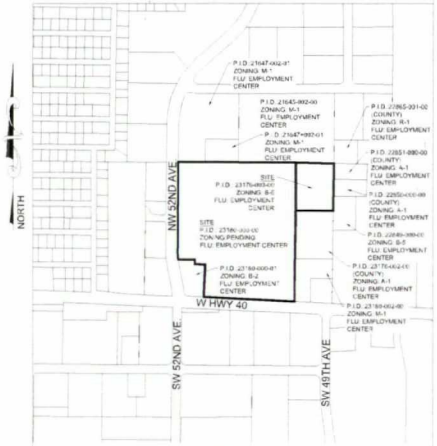
THIS SITE WILL BE SERVED VIA DUMPSTER PADS/COMPACTOR. A COMMERCIAL IMPACT FEE WILL BE REQUIRED AND DETERMINED AT TIME OF SITE PLAN SUBMITTAL.

FIRE DEPARTMENT:

BUILDING(S) SHALL HAVE APPROVED ADDRESS NUMBERS PLACED IN A POSITION TO BE PLAINLY LEGIBLE AND VISIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. ADDRESS NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND. NUMERALS SHALL BE NOT LESS THAN SIX INCHES IN HEIGHT FOR RESIDENTIAL BUILDINGS, STRUCTURES, OR PORTIONS THEREOF.

PROPOSED ROADWAY SECTION:

THE PROPOSED ROADWAYS WITHIN THIS DEVELOPMENT WILL ADHERE TO CITY OF OCALA AND FDOT SPECIFICATIONS AND WILL BE DESIGNED AND DETAILED AT THE TIME OF THE IMPROVEMENT PLAN OR SITE PLAN STAGE.



LOCATION MAP

SCALE 1"=500'

SITE DATA:

PROJECT NAME: W HWY 40 MIXED USE CONCEPTUAL PD PLAN
PROJECT LOCATION: SEC 16, TWP. 15S, RGE. 21E
P.I.D.: 23180-000-00 AND 23176-003-00
OWNER: CHI OCALA RANCHO, LLC
ADDRESS: W HWY 40, OCALA FL, 34482
SITE AREA: 30.12 ACRES
ZONING: PENDING & B-5 - SEE LOCATION MAP
PROPOSED ZONING: PD
LAND USE: EMPLOYMENT CENTER
CONTACT: STEVE MENDEZ
PHONE: 352-427-9780

IMPORTANT CONCEPTUAL PD PLAN NOTE:

THIS CONCEPTUAL PD PLAN IS NOT FINAL UNTIL APPROVED BY THE CITY OF OCALA.

ALL PROPOSED BUILDINGS, SIDEWALKS, INTERNAL DRIVEWAYS, LANDSCAPING, AND DRAINAGE RETENTION AREAS ARE SHOWN AS CONCEPTUAL ONLY. FINAL SITE PLAN DESIGN MAY BE DIFFERENT THAN WHAT IS SHOWN. THE OVERALL GENERAL INTENT OF THE PLACEMENT OF THE PROPOSED BUILDINGS, SIDEWALKS, INTERNAL DRIVEWAYS, LANDSCAPING, AND DRAINAGE RETENTION AREAS WILL BE PROVIDED IN THE FUTURE FINAL SITE PLAN. THE PROPOSED PRESERVED BUFFER AREAS MUST BE PROVIDED ON THE FINAL SITE PLAN AND CAN NOT BE ALTERED.

TRAFFIC STATEMENT:

APARTMENT COMPLEX:
I.T.E. CODE 221 - MULTIFAMILY (MID-RISE)
TRIPS BASED ON FITTED CURVE EQUATION
DAILY TRIPS = 2,546 TRIPS
AM TRIPS = 168 TRIPS
PM TRIPS = 206 TRIPS

COMMERCIAL LOTS (BASED ON 50,000 S.F. OF BUILDING):
I.T.E. CODE 820 - SHOPPING CENTER
TRIPS BASED ON FITTED CURVE EQUATION
DAILY TRIPS = 2,266 TRIPS
AM TRIPS = 56 TRIPS
PM TRIPS = 229 TRIPS

A TRAFFIC STUDY WILL BE PROVIDED IF NEEDED FOR THIS DEVELOPMENT AT TIME OF FINAL SITE PLAN DESIGN AND PRIOR TO FINAL APPROVAL.

LEGAL DESCRIPTION:

PARCEL # 23176-003-00:
THE NORTH 424.02 FEET OF THE EAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 16, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

PARCEL # 23180-000-00:

PARCEL 1:
THE NORTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

PARCEL 2:
THAT PART OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 21 EAST, LYING NORTH OF STATE ROAD 40.

PARCEL 3:
WEST 1/4 OF THE S.E. 1/4 OF THE N.E. 1/4, NORTH OF STATE ROAD 40, AND THE EAST 26 FEET OF THE EAST 1/4 OF THE S.W. 1/4 OF THE N.E. 1/4, NORTH OF STATE ROAD 40, IN SECTION 16, TOWNSHIP 15 SOUTH, RANGE 21 EAST, ALL LYING NORTH OF STATE ROAD 40.

PARCEL 4:
THE WEST 1/2 OF THE EAST 1/2 OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, EXCEPT THAT PART LYING SOUTH OF STATE ROAD 40.

PARCEL 5:
COMMENCE AT THE NORTHEAST CORNER OF SECTION 16, RANGE 21 EAST, TOWNSHIP 15 SOUTH, IN MARION COUNTY, FLORIDA; THENCE RUN N89°39'03"W, ALONG THE NORTH BOUNDARY OF SAID SECTION 16, FOR A DISTANCE OF 1324.35 FEET; THENCE RUN S 00°31'19"W, ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SAID SECTION, FOR A DISTANCE OF 1323.48 FEET; THENCE RUN N 89°38'36"W, ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION, FOR A DISTANCE OF 26.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID LINE, FOR A DISTANCE OF 26.02 FEET; THENCE RUN S 00°31'31"W, FOR A DISTANCE OF 786.93 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE EAST, AND HAVING FOR ITS ELEMENTS: A RADIUS OF 470.87 FEET, A CENTRAL ANGLE OF 11°35'35", A CHORD DISTANCE OF 95.12 FEET, AND A CHORD BEARING OF S 05°16'10"E, THENCE RUN SOUTHERLY ALONG SAID CURVE, FOR A DISTANCE OF 95.28 FEET; THENCE RUN S 11°04'07"E, FOR A DISTANCE OF 81.66 FEET; THENCE RUN N 00°31'31"E, ALONG THE WEST BOUNDARY OF THE EAST 26.00 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SAID SECTION, FOR A DISTANCE OF 941.61 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED LANDS:
BOOK 1918, PAGE 300; AND BOOK 5825, PAGE 19; AND BOOK 5825, PAGE 22

OPEN SPACE:

THERE SHALL BE A MINIMUM OPEN SPACE REQUIREMENT OF 25% OF THE GROSS TOTAL ACREAGE FOR ALL DEVELOPMENT IN ANY PD PROJECT. AT LEAST 10% OF THE TOTAL REQUIRED OPEN SPACE SHALL BE IN USEABLE AGGREGATE FORM. AGGREGATE OPEN SPACE IS DEFINED AS COMMON OPEN SPACE AREAS THAT IS DESIGNED AND INTENDED FOR USE BY THE OCCUPANTS/RESIDENTS OF A PD.
OPEN SPACE REQUIRED FOR THIS SITE = 328,007 S.F.
AGGREGATE OPEN SPACE REQUIRED FOR THIS SITE = 131,203 S.F.
BUFFERS ARE TO BE PROVIDED AS SPECIFIED ON THIS PLAN AND/OR AS REQUIRED BY CODE AT TIME OF DEVELOPMENT.

PARKING CALCULATIONS:

(BASED ON 1.5 PARKING SPACE PER UNIT.)

PROPOSED UNITS	= 468 UNITS
PARKING REQUIRED	= 468 x 1.5 = 702 SPACES
PARKING PROVIDED	= 738 PARKING SPACES

PARK & AMENITY AREAS:

THE PROPOSED PARK & AMENITY AREAS SHOWN ON THIS PLAN WILL PROVIDE A NATURAL SETTING AND PROVIDE NATURAL TREE PRESERVATION WHERE POSSIBLE. THE PARKS WILL INCLUDE A COMBINATION OF BENCHES, PICNIC TABLES, COVERED PICNIC AREA, AND OUTDOOR ACTIVITY AREAS SUCH AS PLAYGROUNDS, BOCCE, HORSE SHOES, PICKLE BALL, VOLLEYBALL, OR SIMILAR AMENITIES DETERMINED AT FINAL DEVELOPMENT DESIGN PLAN.

ENGINEER'S CERTIFICATION:

DATE:
PAOLO MASTROSERIO, P.E. 58681
MASTROSERIO ENGINEERING, INC. C.A.#26159
170 SE 32ND PLACE
OCALA, FL 34471
352-433-2185

OWNER'S CERTIFICATION:

I HEREBY CERTIFY THAT THE INFORMATION SHOWN IS TRUE AND CORRECT AND TAKE RESPONSIBILITY AS OWNER AND TRUSTEE FOR MY LEGAL OBLIGATIONS CONCERNING THIS SITE.

DATE:
STEVE MENDEZ
CHI OCALA RANCHO, LLC
3557 SW 58TH ST
OCALA, FL 34471
352-427-9780

DATE:	REVISION DESCRIPTION
07-02-24	REVISED PER CITY COMMENTS
09-19-24	REVISED PER CITY COMMENTS

SCALE: 1"=100'

MASTROSERIO ENGINEERING, INC
CIVIL * ENVIRONMENTAL * SITE DESIGN
170 SE 32ND PLACE
OCALA, FL 34471
PH: (352) 433-2185
PAOLO@MASTROSERIOENG.COM

DRAWING FILE:	MASTER PD PLAN
DESIGNED BY: PM	
DRAWN BY: AHC	
DATE:	09-28-2023
CHECKED BY: PM	

PROJECT: W HWY 40 MIXED USE CONCEPTUAL PD PLAN
COUNTY, STATE, SEC/TWN/RGE.: MARION COUNTY, FL, 16/15S/21E

JOB#: 23-21

TITLE: CONCEPTUAL PD PLAN

SHEET 1 OF 1

File #: 2026-0542 Agenda Item #: 10a.

Submitted By: Brittany Craven

Presentation By: Chad Lynch

Department: Electric Utility

FORMAL TITLE:
One-Year renewal of Agreement for Tree Trimming and Line Clearance Services with Davey Tree Expert Company in an amount not to exceed $2,541,543

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
Bid released to the public 01/30/2023

BACKGROUND:

Ocala Electric Utility (OEU) is responsible for maintaining a safe and reliable electric distribution system. Vegetation interference remains a primary cause of electric service interruptions. OEU maintains an extensive network of overhead electric distribution lines throughout its service area, many of which are located near trees and other vegetation.

OEU utilizes qualified utility vegetation management contractors to perform tree trimming and line clearance activities. The approved annual budget, including contingency funding, supports ongoing vegetation management across a significant portion of the overhead system each year. These services are essential to maintaining system reliability and supporting efficient power restoration efforts following weather-related events involving vegetation.

FINDINGS AND CONCLUSIONS:
On April 18, 2023, City Council approved a three-year agreement with Davey Resource Group for tree trimming and line clearance services (Contract No. ELE/230159). To ensure continuity of essential services, OEU is requesting approval of a one-year renewal to the existing agreement.

FISCAL IMPACT:
Funds for this contract are budgeted annually in account #457-032-231-531-53-34070 at an estimated annual budget of $2,541,543. The expenditure will not exceed that amount during the term of the renewal.

PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This amendment will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

FIRST AMENDMENT TO AGREEMENT FOR TREE TRIMMING AND LINE CLEARANCE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR TREE TRIMMING AND LINE CLEARANCE SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **THE DAVEY TREE EXPERT COMPANY**, a foreign for-profit corporation duly organized in the state of Ohio and authorized to do business in the state of Florida (EIN: 34-0176110) ("Contractor").

WHEREAS, on April 19, 2023, City and Contractor entered into an Agreement for Tree Trimming and Line Clearance Services (the "Original Agreement"), City of Ocala Contract Number: ELE/230159, for a term of three (3) years, from April 18, 2023 through April 17, 2026; and

WHEREAS, City and Contractor now desire to renew the Original Agreement for the first of two (2) additional one (1) year renewal periods available under the terms of the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM**. The Original Agreement is hereby renewed for an additional one (1) year term beginning **APRIL 18, 2026**, and terminating **APRIL 17, 2027**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for up to **ONE (1)** additional **ONE (1) YEAR** period upon written agreement between the parties.
4. **COMPENSATION.** City shall pay Contractor a maximum limiting amount not to exceed **TWO MILLION, FIVE HUNDRED FORTY-ONE THOUSAND, FIVE HUNDRED FORTY-THREE AND NO/100 DOLLARS ($2,541,543)** (the "Contract Sum") over the one (1) year Renewal Term as full and complete compensation for the timely and satisfactory performance of services in accordance with the Contract Documents. The pricing in this Agreement may only be adjusted by written amendment executed by both parties.
5. **NOTICES**. All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

The Davey Tree Expert Company
Attention: Rachel Palmer
1500 N. Mantua Street
Kent, Ohio 44240
Phone: 330-548-1931 or 800-445-8733
E-mail: rachel.palmer@davey.com

If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this First Amendment on _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Ire J. Bethea, Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

THE DAVEY TREE EXPERT COMPANY

_____

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

DocuSign Envelope ID: 720AA329-4DDD-4D65-BBD2-97D2A83C71A0

AGREEMENT FOR TREE TRIMMING AND LINE CLEARANCE SERVICES

THIS AGREEMENT FOR TREE TRIMMING AND LINE CLEARING SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **THE DAVEY TREE EXPERT COMPANY,** a foreign profit corporation duly organized in the state of Ohio and authorized to do business in the state of Florida (EIN: 34-0176110) ("Contractor").

WHEREAS, on January 30, 2023, City issued an Invitation to Bid for the provision of tree trimming and line clearing services, ITB No.: (ELE/230159) (the "Solicitation"); and

WHEREAS, eight (8) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, The Davey Tree Expert Company was chosen as the intended awardee to provide tree trimming and line clearing services (the "Project"); and

WHEREAS, Contractor certifies that Contractor is qualified and possesses the required experience and licensure.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:
      Exhibit A: Scope of Work (A-1 through A-17)
      Exhibit B: Price Proposal (B-1)
      Exhibit C: Compatible Species (C-1)

      If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C.
3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor a maximum limiting amount not to exceed **SEVEN MILLION, SIX HUNDRED THOUSAND, SIX HUNDRED TWENTY-NINE AND NO/100 DOLLARS ($7,624,629)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing detailed in **Exhibit B – Price Proposal**.
   A. **Pricing Increase and Escalation.** Pricing shall remain firm and fixed during the Initial Term of this Agreement. Any renewal price adjustment shall be subject to negotiation and must be approved by the City of Ocala. Contractor shall submit a written request for price adjustment identifying the reason for the price increase, and attach suitable documentation in support of same, no less than **NINETY (90) DAYS** prior to the expiration of the then existing Contract Term. No retroactive price adjustments will be allowed. Pricing increases

shall not exceed the lesser of: (i) the amount of the percentage increase reflected in the Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted, based upon the most recent **TWELVE (12) MONTH** period; or (ii) **THREE PERCENT (3%) ANNUALLY** unless there are mitigating market conditions.

B. **Invoice Submission**. All weekly invoices submitted by Contractor shall include the City Contract Number, an assigned invoice number, invoice date, crew members by classification, vehicles, billing rates, hours worked with totals, invoice period, and a total invoice amount. Contractor shall submit the original invoice through the responsible City Project Manager at: **Ocala Electric Utility,** Attn: **Lisa Crouthamel, 1805 NE 30th Avenue, Bldg. 400, Ocala, Florida 34470**, E-Mail: lcrouthamel@ocalafl.org.

C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

E. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

F. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to City or fees and/or charges owed to the City.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **APRIL 18, 2023** and continue in effect for a term of **THREE (3) YEARS**, through and including **APRIL 17, 2026** (the "Term"). This Agreement may be renewed for up to **TWO (2)** additional **ONE (1) YEAR** periods by written consent between City and Contractor.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected

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by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.

A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

(1) Contractor fails to timely and properly perform any of the services set forth in the specifications of this Agreement;

(2) Contractor provides material that does not meet the specifications of this Agreement;

(3) Contractor fails to complete the work required within the time stipulated in this Agreement; or

(4) Contractor fails to make progress in the performance of this Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of this Agreement.

B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
(1) City shall be entitled to terminate this Agreement without further notice;
(2) City shall be entitled to hire another Contractor to complete the required work in accordance with the needs of the City;
(3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
(4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; (ii) filing a claim under the Contractor's performance bond, or (iii) any other remedy as provided by law.

D. **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.

E. **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 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.

9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

10. **PERFORMANCE BOND.** Contractor shall furnish to the City a Performance Bond in an amount not less than **TWO MILLION, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($2,500,000)** to guarantee the performance of work under this Agreement in strict accordance with the Contract Documents.

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11. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
12. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

13. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:
    A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
    B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
    C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

14. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
    A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
    C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
    D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

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E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.
17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
18. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.
    C. Policy must include coverage for contractual liability and independent contractors.
    D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver**.

20. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. Certificates of Insurance. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. City as Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.

E. Notice of Cancellation of Insurance. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.

F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. Severability of Interests. Contractor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of

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Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

21. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
    A. All employees on the work and other persons that may be affected thereby;
    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.
22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
24. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be

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contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

25. **COMPLIANCE WITH F.S. 287.135.** City may terminate Agreement immediately upon discovering that Contractor: (A) has been placed on the Scrutinized Companies that Boycott Israel List; (B) is engaged in a boycott of Israel; (C) has been placed on the Scrutinized Companies with Activities in Sudan List; (D) has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (E) has been engaged in business operations in Cuba or Syria. This Agreement may also be terminated immediately if the Contractor falsely certified they are eligible to bid and contract with local government entities under F.S. 287.135.
26. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
27. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
28. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
29. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
30. **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.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

31. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
32. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
33. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
34. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
35. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

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36. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

37. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

38. **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.

39. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	The Davey Tree Expert Company Attention: Rachel Palmer 1500 N. Mantua Street Kent, Ohio 44240 Phone: 330-548-1931 or 800-445-8733 E-mail: rachel.palmer@davey.com
If to City of Ocala:	Daphne M. Robinson, Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.org
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.org

40. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or

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prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

41. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
42. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
43. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
44. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
45. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
46. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
47. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any

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third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

48. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
49. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
50. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
51. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
52. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

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IN WITNESS WHEREOF, the parties have executed this Agreement on 4/19/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
AE92768467C4E55...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
James P. Hilty, Sr.
65B4EC3DDB6E4DF...
James P. Hilty, Sr.
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
E07DCEC4B36E429...
William E. Sexton, Esq.
City Attorney

THE DAVEY TREE EXPERT COMPANY

DocuSigned by:
Michael J. Mittiga
6A0D315A0C9E443...

By: Michael J. Mittiga
(Printed Name)

Title: Vice President & GM
(Title of Authorized Signatory)

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BACKGROUND

1. Contractor must perform the selective clearing, pruning, and herbicide treatment of vegetation along the Ocala Electric Utility's (OEU) electrical system. Contractor agrees to provide all labor, supervision, tools, equipment, and material necessary to perform the work required.
2. All work shall be performed in accordance with FDOT Design Standards (latest edition) and ANSI specifications for Tree Care Operations (A300) (latest edition).

   http://www.fdot.gov/roadway/designstandards/Standards.shtm

CERTIFICATIONS AND EXPERIENCE REQUIREMENTS

1. Contractor must possess and maintain a Florida Department of Transportation Maintenance of Traffic (FDOT) certification AND Line Clearance.
2. Contractor is responsible for all maintenance of traffic. Traffic control will be per the FDOT 600 Series Index, providing a Worksite Traffic Supervisor who is responsible for initiating, installing, and maintaining all traffic control devices. Ensure that the Worksite Traffic Supervisor is certified in the advanced training category by a Department approved training provider
3. Contractor must possess and maintain an International Society of Arboriculture (ISA) Arborist certification.

GENERAL REQUIREMENTS

1. All vegetation management work performed on OEU's electric system shall adhere to the pruning specifications as required by the Arbor Day Foundation for Tree Line USA Utility designation, and use either ISA's Best Management Practices "Utility Pruning of Trees" a special companion publication to the ANSI A300, or, as a reference, "Pruning Near Electric Utility Lines" a field pocket guide for qualified line-clearance tree workers by Dr. Alex Shigo. The handbooks shall be provided by the Contractor, and a copy shall be kept on each line clearance truck as an on-site reference to proper line clearance pruning for tree crews in the field.
2. Pruning shall be done in such a manner as to protect current tree health and condition. OEU shall consider unskilled or careless work methods by workers as just cause for termination of the specific workers, or the Agreement, as deemed justified by the City.
3. All workers shall be Qualified Line-clearance Arborists/Trainees as detailed in ANSI Z133.1 Annex B to work in the proximity of Electric Utility lines.
4. All work shall be performed in full compliance with all OSHA regulations including Construction Regulations 1926; and General Industry Regulations 1910.
5. Contractor shall comply with all applicable federal, state, county, and local laws, ordinances, regulations, orders, or decrees in effect during the period of performance.

REPORTS, DELIVERABLES AND HOURS

1. **Reports:** Contractor shall furnish OEU with bi-weekly reports indicating the nature and character of the work performed, the dates of performance of such work together with any other pertinent information needed to properly describe or measure the work performed, including total hours, the address, and crew type.

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2. **Work hours.** All work shall be performed between the hours of 7:00 a.m. to 5:30 p.m., Monday through Friday, excluding City-observed holidays. Work performed outside of normal work hours must be approved by the City Project Manager.

CONTRACTOR'S RESPONSIBILITES

Contractor, as part of its work and without additional cost or expense to OEU unless specifically otherwise indicated, shall:

1. In advance of performing any pruning work, notify property owners of the nature of the work, and from the property owner or authorized agent, individual or board having authority there-over obtain the necessary permission for each tree (tree is defined as = > 4 inches DBH) removed. Signed documentation shall be provided to OEU Arborist.
2. Unless otherwise directed by an authorized OEU agent in writing, secure all permits and licenses imposed by law, pay all charges and fees, and give notices necessary and incidental to the due and lawful performance of this work.
3. In accordance with Florida Statute 163.3209 Contractor shall notify the Utility Arborist a minimum of five (5) working days prior to beginning work in the area of designated Canopy and/or Scenic Roads, and in Ocala's Historic Districts. Exceptions are during emergency conditions only.
4. Comply with all City, State, and County tree ordinances, including but not limited to, the City of Ocala Tree Ordinance Chapter 118, Marion County Scenic Roads Ordinance 99-1 & 97-1.
5. Not obligate OEU to make any payments to another party, nor make any promises or representations of any nature to another party for, or on behalf of, OEU without prior written approval of an authorized agent of the City; no work shall be performed by the Contractor on any tree or brush involved in such payments, promises, or representations until said approval has been obtained in writing.
6. Immediately inform Utility Arborist of any damage complaints which may arise from this Agreement; regardless of cause or extent of damage. Contractor shall keep OEU Arborist informed of the status of each complaint and of any settlement made.
7. All forms necessary for compliance with contractual specifications shall be provided by the Contractor and will require approval by OEU.

COMPLIANCE ASSURANCE

1. Contractor shall work progressively along the line from the starting point and shall complete all work in a given portion of the line before starting work in another portion. Line Circuit maps shall be kept current during the progress of the work, marking all areas completed with colored marker. All exceptions shall be noted on work orders and circuit maps, which shall be returned to OEU Arborist once completed.
2. During the progress of the work, the General Foreman/Contractor Supervisor on the job shall contact OEU each morning, before crews are dispatched, and provide the address or pole location(s) on the line and the nearest road access where crews will work that day.
3. In the event the Contractor plans to deviate from the normal work schedule, e.g. leaving the job site or starting location due to inclement weather or other cause, the General Foreman shall contact OEU immediately.
4. During the progress of work, the Utility Arborist shall make regular inspections to evaluate all tree trimming, removals, and herbicide application to ensure Contractor compliance with the Pruning

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Specifications. Job sites shall be marked with cones and signs visible from the nearest road to identify crew location.

EMERGENCY CONDITIONS

1. In the event of an emergency and when specifically requested by OEU, Contractor shall make the crews performing under this Agreement available to perform work necessitated by the emergency.
2. After-hours/emergency restoration:
   a) Contractor agrees to provide line clearing "after-hours" and "emergency" restoration assistance to OEU in a timely manner.
   b) Contractor shall receive payment for such work at the rates set forth in the Contract Documents.
   c) Contract crews that are normally assigned to OEU shall not be released to assist other utilities without the consent of the City.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor's personnel shall at all times present a neat appearance and wear hard hats in the Contractor's standard color, or colors chosen for safety purposes, which clearly identify supervisors from crew members. Ocala Electric Utility (OEU) reserves the right to remove Contractor's personnel from OEU's property without cause.
2. Contractor shall furnish, maintain, have inspected and keep in good working order all tools and equipment and shall pay all expenses necessary for and in connection with tree maintenance work performed for OEU. All equipment shall be neat, and clean as possible, at all times. All Contractor trucks (doors or sides) shall be clearly, specifically, and visibly marked with Contractor's identification.
3. Contractor shall maintain all equipment in proper working condition, adequately maintained to perform this scope of work. Equipment shall be marked with company's name and logo. Equipment shall be overall in good condition. Contractor shall, at the request of OEU, immediately remove any equipment considered to be substandard or inappropriate.
4. Contractor's standard equipment for time and material arial bucket trucks including any equipment transitioned to hourly or storm restoration purposes is as follows:
   a) All safety equipment is required.
   b) All equipment required, but not limited to, hydraulic pole chain saw, gas-powered chain saw capable of cutting large trees, tree pruning tools, ropes, and sufficient supporting tools.
   c) OEU has reserved the right to perform crew and equipment inspections for compliance. OEU may shut down crews with inadequate or inappropriate equipment.
5. Contractor shall be responsible for securing and area for parking and storage of vehicles and equipment.
6. Additionally, when required to perform under emergency conditions, trucks shall contain the same number of sets of rain-suits (international orange or other visible colors), rubber boots as men normally assigned to the crew, and other requisites for access to and performance of foul-weather work.

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7. During those periods when work is being performed hereunder, Contractor shall furnish, on a weekly basis, accurate daily itemized information or standard time sheets showing the location of the work performed that day, the names and number of men and equipment hours involved, and the measured area (pole to pole) of trees trimmed.
8. Contractor shall at all times be aware of the line voltage and construction of electric circuits before work is commenced in the vicinity thereof.
9. Electric circuits shall at all times remain energized during the performance of work, and Contractor's shall not interfere with the normal operation of such electric circuits. All Contractor-caused electric service interruptions are subject to repair at Contractor's expense. NOTE: Scheduled interruptions may be requested from OEU on a limited basis.
10. In the event that the Contractor becomes aware of dangerous, broken, loose, or faulty line equipment, OEU shall be advised of the exact pole location(s) and nature of the condition found.
11. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
12. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
13. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
14. Contractor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
15. All work shall be accomplished in full compliance with all OSHA regulations including Construction Regulations 1926; and General Industry Regulations 1910.
16. Contractor shall comply with all applicable federal, state, county, and local laws, ordinances, regulations, orders, or decrees in effect during the period of performance.
17. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
18. No smoking is allowed on City property or projects.
19. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
20. All company trucks must display a visible company name/logo on the outside of the vehicle.

LINE CLEARANCE SPECIFICATIONS

1. **PRIMARY VOLTAGES**

   a) All trees interfering with the safe operation and maintenance of overhead lines shall be trimmed or removed. Primary conductors shall receive a minimum of ten feet (10') of clearance to the side and above conductor. Branches extending beneath shall be pruned back to provide a clear space beneath

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from ground to sky where reasonable. All vegetation such as underbrush growing under conductor or to the side shall be removed or sprayed with herbicide whenever possible.

b) Trees shall be trimmed so as to provide a minimum clearance from primary distribution conductors of three (3) years regrowth. The rate of tree regrowth, type of tree, line importance and voltage of conductors should all be considered in determining actual clearance necessary.

c) The following list of examples should be used as minimum guideline:

- Ten feet (10') of clearance on conifers and slow growing trees such as Live Oak, Dogwood, Red Bud, and Cedar.
- Twelve feet (12') of clearance on medium growth trees such as Water Oak, Laurel Oak, Sweetgum, and Red Maple.
- Fifteen feet (15') of clearance on fast growth trees such as Mulberry, Wild Cherry, Sycamore, Chinaberry, and Camphor.

Open wire secondary conductors shall receive a minimum of 5 ft (5') of clearance to the side, above, and below the conductor.

2. **INSULATED AND BUNDLED SECONDARY (TRIPLEX)**

All triplex secondary up to the pole serving the customer shall receive, when attainable, at least three feet (3') of tree clearance to the side, above and below the conductor.

Rubbing or weight bearing limbs on service lines shall be pruned to prevent damage to line whenever access is unimpeded and no potential for property damage exists. This includes service wire to structure.

3. **AUXILARY WIRES**

All auxiliary wires attached to OEU's poles shall receive a minimum of 5 feet (5') of clearance to the side and above. Branches extending beneath shall be pruned back to provide a clear space beneath from ground to sky where reasonable. Weight bearing limbs shall be removed to eliminate stress on the electrical system.

4. **SUB-TRANSMISSION 69kV**

Where reasonably possible, 69kV Sub-transmission lines shall receive between 15 and 20 feet of clearance to the side, and above. All vegetation such as underbrush growing under conductor or to the side shall be removed or sprayed with herbicide whenever possible.

5. **TRANSMISSION 230kV**

Floor - Clearance for vegetation from the bottom of 230kV conductors shall be the maximum attainable by removing and or applying herbicide to all incompatible species (species capable of attaining a height greater than 18 feet) within the corridor boundaries, and not less than twenty-five feet (25').

Side - Clearance from vegetation growing into the corridor from the side toward the conductor shall be the maximum attainable and no less than twenty-five feet (25') from the outside conductor depending on corridor width.

6. **POLE AND GUYING CLEARANCES**

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a) Vegetation growing around utility poles and guy wires shall be cleared to provide a minimum of five feet of clearance, and herbicide applied as noted in the "Herbicide Policy" section below.

b) All vines ascending poles and guy wires shall be cut at the ground. Herbicide shall be applied at the cut base as noted in Section 9.0.

PRUNING

1. All vegetation management work performed within the City of Ocala Utility Services electric system shall adhere to pruning specifications set forth by the Arbor Day Foundation, and ANSI A300 Standard guidelines for Tree Line USA Utility designation.
2. ISA's Best Management Practices "Utility Pruning of Trees" a special companion publication to the ANSI A300 or "Pruning Near Electric Utility Lines" A field pocket guide for qualified line-clearance tree workers, by Dr. Alex Shigo, shall be provided by the Contractor to all crews as a reference guide to correct pruning methods for line clearance pruning.
3. Trees shall be pruned to provide the maximum clearance attainable from OEU wires and equipment, and where previous pruning was to proper laterals re-establish with maximum attainable clearance, or improve upon the pruning cuts and clearance provided from all previous tree maintenance.
4. Limbs overhanging primary shall be removed or shortened to reduce leverage and potential for breakage.
5. Pruning shall be done in such a manner as to protect current tree health and condition.
6. Job sites shall be cleaned up before crews move on and shall including raking or blowing sites in residential or commercial areas to appear as they were, or better than, before work commenced.
7. All cut limbs (hangers) shall be removed during the course of normal pruning. Hangers observed in trees after crew departure shall be removed upon notification, at the Contractor's expense.
8. Whenever reasonable, the floor of the easement shall be cleared. Seedling trees that have the genetic propensity to grow into the clearance zone shall be cut at the base and herbicide applied to the cut stump. Exceptions shall be trees required by the City or County on commercial property, and private landscaping. These exceptions shall be reported to the Utility Arborist for mitigation procedures.

CONIFEROUS / EVERGREEN SPECIES

Prune coniferous/evergreen trees below and beside electric conductors to a pyramidal shape by using reduction cuts to provide clearance and reshape the tree to its natural form. Young trees growing within the ten-foot easement should be removed to prevent future interference whenever reasonable.

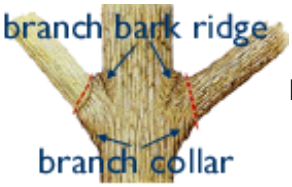
HARDWOOD, DECIDUOUS, AND SEMI-DECIDUOUS SPECIES

1. For the purpose of maintaining the health of the trees all pruning cuts shall be made to a lateral branch at least one third the diameter of the branch being removed, or near the trunk at an angle just outside of the branch bark collar.
2. Where reasonable, pruning shall be directional so that remaining branches and new growth are directed away from the power lines and facilities.

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3. Limbs ***shall not*** be Lions Tailed, i.e. stripped of lateral branches leaving long limbs with foliage only at the end, beside or above conductors. Long limbs ascending beside and above conductors shall be shortened to a proper lateral to remove the threat of blowing or breaking over lines.
4. Remove all large deadwood, diseased branches, broken branches, rubbing branches, and branch stubs that could endanger the line regardless of position within street or landscape trees.

a. PRUNING DIAGRAMS



Pruning cuts should be made just outside, but not into, the branch collar



For safety and to prevent damage by tearing the bark beneath the limb use the three point pruning method for limbs too large to support with one hand.

Do not lions-tail, reduce the length of long branches by using the directional trimming method: cut just above the node leaving a branch at least 1/3 the size of the original and growing away from the lines.

Don't Top!



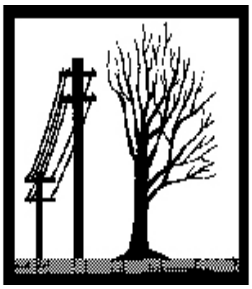
Topping is defined as cutting limbs or leads between nodes, which reduces the effectiveness of tree defense responses and forces auxiliary sprouts that shoot straight up as shown below.



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Small trees that must be left under power lines should be reduced in height using correct pruning cuts that direct the new growth away from the lines.

Do not leave stubs!



Directional pruning is the preferred method for large trees near power lines. Remove or reduce the ledge beneath lines back to the inside of the lowest line on the pole. In residential areas private trees should be pruned to retain as much foliage around and covering pruning cuts as possible to preserve the aesthetic value while maintaining clearance from the power lines.

DEBRIS AND WOOD DISPOSAL

1. Large trunk or limb wood removed from landscape and street trees shall be removed unless permitted by the property owner to be left on site.
2. All removals over four inches (4”) in diameter at breast height (DBH) shall be described and drawn on a Utility approved permission form with property owner’s signature prior to removal.
3. Remove, as reasonably possible, trees that present a hazard to OEU facilities, quick growing non-native trees, trees growing as sprouts from stumps, trees which cannot be privately maintained under Utility facilities, fence-row trees, roadside trees adjoining agricultural lands and trees originating aside of OEU poles or guy wires.
4. All trees and brush removed shall be cut 2" or less above the ground line whenever physically possible. When fence-row trees are cut they shall be cut at fence height to prevent damage to fencing and cut surfaces apply herbicide to prevent re-sprouting.
5. Contractor shall be responsible for all wood and chip disposal and all costs incurred therein.
6. Debris shall not be left on job sites overnight without property owner’s express permission.

HERBICIDE POLICY

1. The Herbicide Label is the law and shall be read and understood by everyone handling and / or applying herbicide on the OEU System.
2. Herbicides shall be purchased by OEU and supplied to the time and material crews.
3. Herbicide logs shall be kept current and shall include date, type of herbicide used, location of application, and scope of job. Herbicide logs shall be available for inspection upon request.
4. Additionally, all state, county and local laws, rules, and ordinances relating to herbicide application shall be observed.
5. Herbicide handling and application shall be performed by, or under the supervision of, a licensed herbicide applicator.

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6. Customers shall be notified of intent to use herbicide on rights-of-way and easements adjacent to private property. Areas adjacent to crops or nursery stock shall not be sprayed.

APPLICATION

1. Apply low volume basal solution or foliar applications to areas around poles and anchor guys where vines were cut, or where any other woody stemmed, or vine type vegetation threatens or impedes physical access to or around
2. Cut Stump - Herbicide Treatment Procedure - All stumps of deciduous trees removed shall be treated with herbicide to prevent re-sprouting. Where spraying is not reasonable, herbicide should be applied manually with a brush to cut stumps.
3. Foliar - Herbicide Treatment Procedure – In appropriate areas, undesirable species shall be treated with a low volume foliar or basal stem application to prevent future interference with OEU's conductors.
4. Weeds growing up inside trans-closures shall be sprayed with low volume foliar application, and ground treated with an approved herbicide to prevent re-sprouting.
5. Compatible Species of Plants to be Left and NOT to be treated - All native grasses, ferns, herbaceous plants, annual weeds, and annual plants, and those compatible woody species listed in Exhibit C - Compatible Species SHALL NOT be treated unless otherwise specified herein or as directed to do so by OEU Arborist.
6. Invasive exotic species shall be treated as directed by the Utility Arborist.

TREATMENT AROUND POLE AND GUY WIRE ATTACHMENTS

Cut off all vines ascending all poles and guy wires as near the root as accessible. Apply low volume basal solution or foliar applications to areas around poles and anchor guys where vines were cut off or where any other woody-stemmed or vine-type vegetation threatens or impedes physical access to or around poles or anchors.

CONTRACT PERSONNEL REQUIREMENTS

All Contractor personnel working on the OEU system shall meet the specifications below.

SUPERVISION

Contractor shall maintain ISA Certified local supervision whenever the crews are in service. In addition, the Contractor shall provide oversight of their local supervisor(s) and communication with the Utility Arborist on a weekly basis to ensure contractual compliance and City satisfaction.

GENERAL FOREMAN- POSITION REQUIREMENTS

This individual shall be an ISA Certified Arborist or ISA Certified Tree Worker/Climber Specialist or have equivalent experience and education and the ability to attain certification within six (6) months of the date of hire, and have basic computer skills.

They must possess a State of Florida Herbicide Applicators License, and be MOT Certified.

This individual shall directly supervise all local work, and is responsible for tree crew productivity. He shall:

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- Be responsible for hiring training and retaining competent field personnel
- Be responsible for ensuring that field personnel know, understand, and apply the line clearances, and pruning methods as detailed in the Contract Documents.
- Have the capability of facilitating the local repair of all contractual equipment.
- Be familiar with all OEU reporting procedures, and shall report to the Utility Arborist.
- Have the ability to read and understand work orders, maps, and circuit diagrams, and relay that information to crews in an understandable manner to ensure that assigned jobs are completed efficiently and correctly.
- Be responsible for pre-notification of customers prior to sending crews to work on private trees, except in emergency situations. Notification shall include thorough inspection of job sites, and communication with customers to arrange for removals (where it is in the best interest of OEU), and completion of all associated paperwork.
- Understand the need for good customer relations and be able to instill that ethic in all crew members.
- Be familiar with all local, city, county, state, and Federal regulations and ordinances pertaining to the tree and utility industries.

CREW CLASSIFICATION REQUIRMENTS

All personnel performing work under this Agreement shall be Qualified Line-clearance Arborist as detailed in ANSI Z133.1 Annex B at the time of hire. Exception:

Position Classifications for Contract Personnel

General Foreman	Minimum three (3) years of experience
Herbicide Specialist	Minimum one (1) year of herbicide experience
Foreman A	Minimum one (1) year of experience
Foreman B	Entry Level
Trimmer A	Minimum one (1) year of experience
Trimmer B	Entry Level
Ground-man	Entry Level

Time of employment shall be used as a guideline for classification, but actual skills and knowledge of the position and personal ability, work ethic, and attitude shall determine the approved classification.

Herbicide Specialist

This individual shall possess a Florida Herbicide Applicators License and shall know and understand the local regulations and be familiar with native and exotic plant species within the Marion County area.

Foreman A

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These individuals are required to handle any line clearance assignments safely and efficiently. Classification A, B depend on experience and mastery of requirements. To be determined by years of experience they shall:

- Have at least one-year experience.
- Have experience with tree identification in the area. They should be familiar with tree growth rates, wood decay, strength of various species of trees and how to determine a hazardous tree.
- Be familiar with, and have the ability to perform tree removals under all circumstances, including roping, rigging, and climbing.
- Have the ability to read and understand written directions, maps, and diagrams, and follow directions, written and verbal, concerning job specifications.
- Encourage, retain, and develop personnel assigned to their crew, and shall be responsible to the General Foreman for crew productivity.
- Instruct others in safety, climbing practices, efficiency in pruning, removals, equipment operation and maintenance.
- Operate efficiently and productively all types of trucks and equipment used on line clearance operations.
- Maintain this equipment in operating order (general field maintenance only) i.e. aerial lifts, chippers, and chain saws and all associated equipment (general field maintenance only).

Foreman B

These individuals must have completed the requirements for line clearance Tree Trimmer A and know Contractor and utility work procedures, safety rules, and have the required knowledge and abilities of a foreman. Must be familiar with various types of distributions and transmission electrical construction, installations and probable operation voltage of facility or equipment.

Trimmer/ Climber A

This individual must have successfully completed all the requirements of apprentice line clearance tree trimmer and developed proficiency. In addition to those requirements, they must show leadership by helping teach lower classification clearance trimmers and apprentices.

This individual shall know:

- Have at least one year of experience.
- Have the ability to perform all areas in line clearance operation, and be proficient in bucket and climbing line clearance including roping and rigging.
- Emergency aerial rescue procedures and how to operate all equipment in an emergency.
- All major trees, shrubs, and poisonous plants in the area. They shall be familiar with growth and re-growth rates, wood decay, strength of various woods, how to determine hazard trees, etc.
- Contractor and OEU reporting procedures and be able to take over any crew in an emergency.
- Read and understand work orders, maps and circuit diagrams, secure permissions, and be able to write out reports clearly.
- Basic maintenance and repair of tools and equipment used in daily operations.

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Trimmer/Climber B

These individuals must complete the requirements of all ground operations and begin training for trimmer/climber entry level. Individuals must start all required training. Must know required knots.

Ground Personnel

Upon hire, ground personnel shall:

- Use required personal protective equipment (PPE) for line clearance and tree crew operations.
- Know the safe and proper operation of equipment, power, and hand tools used in cleaning up brush and logs, cutting R/W or performing stump spray.
- Know maintenance procedures for tools and equipment.
- Know procedures for handling ropes used in lowering limbs and logs from over wires, houses, or other obstacle and of sending tools to pruners up in the trees.
- Tie and use the following knots or their equivalent; Clove Hitch, and Sheet Bend
- Clean up all debris created by the crew before moving the truck from the location.

The following are required of all field employees:

Learn and observe all safety rules required for line clearance and tree care operations.

- Maintain a clean and neat appearance, and dress appropriately for the job
- Develop prompt and regular work habits.
- Conduct themselves in a professional manner at all times on the job.
- Act and speak respectfully when communicating with all Utility customers and personnel at all times while on the job.

TIME AND MATERIAL MAINTENANCE CREWS

1. Contractor shall provide Time and Material Maintenance crews for the purpose of working, as needed, outside of the scheduled circuit pruning. All contractual specifications shall apply.
2. Payment shall be Time and Materials for circuit crews.
3. OEU reserves the right to dictate crew composition, crew make-up, number and equipment for Time and Material crews. OEU reserves the right to request additional Time and Materials crews as needed to be paid at the contract rate.
4. All equipment supplied shall be six (6) years in age or less. Contractor shall furnish all items such as: chain saws, pole saws, ropes, climbing equipment, personal protective equipment (PPE), and all miscellaneous items required to perform the work described in these specifications. Additional equipment (as needed) will be available within five (5) days of request from OEU.
5. The price for equipment shall include fuels, lubricant and maintenance, but is not limited to these items. No charges shall be made for equipment while it is down for repairs.

SAFETY

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1. Contractor shall take all necessary or advisable precautions for the safety of all persons and property at, on, or near its work. Contractor shall comply with all applicable provisions of federal, state and local safety laws and building codes and any safety regulations of OEU. Contractor shall erect and maintain all necessary or advisable safeguards, as required by the conditions and progress of work, for the protection of workers and the public and shall post danger signs warning against the hazards created by its work.
2. In case of any emergency involving danger to life or property, the Contractor shall act with good judgment to prevent or minimize injury or damage to life or property.
3. Contractor shall not permit or suffer the introduction of alcoholic beverages or neither liquors nor any narcotics upon the work embraced by this purchase order or upon any grounds owned or controlled by City. Contractor shall not permit entry upon the work or into City grounds of any employee of the Contractor or of any subcontractor of Contractor who is under the influence of any alcoholic beverage or liquor or any narcotic (whether or not medically prescribed), or any non-narcotic drug or medication where the fact of such influence may be dangerous to the employee, to the public, to the work, or to City's grounds, facilities, personnel.
4. Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
5. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
6. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor’s responsibility.

PROTECTION OF WORK AND PROPERTY

1. Contractor shall protect all work and property from damage or loss that may result from the performance of this purchase order. Should its work be suspended temporarily, Contractor shall take such steps as may be necessary or advisable to protect it against damage or loss.
2. Work or property destroyed, damaged, or lost, except by act of omission of OEU, shall be replaced or repaired to OEU's satisfaction at the Contractor's expense.
3. Should any work or property require such replacement or repair prior to the final payment, and the Contractor fails or refuses to replace or repair it in accordance with the purchase order, OEU may replace or repair such work or property, or in case of damage to the property of a third party, reimburse the private property owner thereof and deduct the cost of such replacement, repair or reimbursement from any funds due or to become due to the Contractor under the purchase order, or, if final payment has been made, Contractor shall reimburse OEU such amounts.

INSPECTION OF WORK

1. All work performed by the Contractor is subject to inspection and approval by OEU. Any work not meeting OEU or generally accepted line clearance standards or turned in falsely will be redone at no cost to OEU. If subsequent inspections are required after the initial follow up the actual cost shall be billed to Contractor.
2. The presence of OEU personnel shall not in any way alter, modify, or lessen the obligation of the Contractor to comply with the requirements of this purchase order.

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3. Any inspection by OEU's personnel shall not be considered as an acceptance of waiver of warranty or other rights of the work inspected.
4. If the inspection results in a determination of unsatisfactory performance, on the part of the Contractor, the non-conforming work shall be corrected.

ACCEPTANCE INSPECTION

1. Twice monthly, the General Foreman over the Contractor's work shall schedule time to ride out completed sections of circuit with Utility Arborist. Notated circuit maps shall be provided with measurements clearly marked.
2. All work that is not in accordance with the Contract shall be noted by location. All such work shall be repaired at no cost to OEU before final invoice is approved for payment.

APPROVAL OF WORK

All work shall be subject to the approval of OEU. Contractor shall perform all work in such a manner as to comply with the Contract. OEU shall have the authority to stop the work without cost or liability whenever such stoppage is necessary to ensure proper compliance with the Contract.

CORRECTION OF WORK

1. Contractor shall promptly correct all work deemed by OEU as failing to conform to the specifications. Contractor shall promptly remedy the lack of performance and execute the work in accordance with the specifications, without expense to OEU.
2. If the Contractor fails to correct work deemed by OEU as failing to comply with the construction standards or project drawings/specifications within a reasonable time after notice has been given to the Contractor, OEU may correct such work at the expense of the Contractor. Such expense may be deducted by OEU from any payments due or to become due to the Contractor or, if final payment has been made, the Contractor shall reimburse OEU such amounts.

WORK PROCEDURE

1. Work performed under this Agreement will be performed near energized electrical conductors of OEU's Electric Distribution and Transmission System.
2. Contractor will establish and conform to safe work practices appropriate for such work. Contractor will comply with operating procedures established by OEU for such work and all procedures used to perform such work shall conform to federal OSHA, ANSI Z-133, and State of Florida, local requirements.
3. OEU reserves the right to delegate line clearance projects. Contractor agrees to respond to all assignments and provide additional time and equipment crews as requested by the City in a timely manner. Such assignments shall include but not be limited to electric system construction and maintenance projects, reliability projects, restoration, customer requests and debris disposal.
4. It is the Contractor's responsibility to document instruction and training of his employees of possible hazards involved in working around energized conductors.
5. The Contractor responsible for tree pruning and right-of-way clearing will coordinate all work locations with OEU representative in order to assure continuity and maximum benefit to OEU.

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6. Before starting work in an area where energized primary conductors are involved, the Contractor or someone assigned the responsibility by him/her will notify the System Control Dispatcher of the circuit number, work location and crew doing the work.
7. If the Contractor's Foreman feels the conditions warrant it, he/she will arrange with OEU representative to have the automatic re-closer turned off (Request a Hold on the Circuit). If this action is taken, it is imperative that the crews remain in radio contact with the System Control Dispatcher in the event there is an accidental trip-out so electric service can be restored in the shortest possible time. At the end of the workday, the System Control Dispatcher shall be notified of the crews leaving the area. If the automatic re-closer has been turned off, the OEU representative will have the responsibility to turn it back on.
8. In the event of severe weather entering our service area, every effort must be made to restore all circuits to normal operating conditions as soon as possible. Safe work practices shall be followed at all times and where special requirements or hazards exist, they shall be made known to OEU representative and worked in the safest manner practical.
9. In the event of a serious accident where assistance is needed, the Contractor shall notify the System Control Dispatcher of the type assistance needed, the location and the crew number.
10. The caller shall stay by the radio until the System Control Dispatcher has all the information necessary in order to get emergency equipment to their location.
11. If the Contractor's crew is without radio equipment, contact for emergency aid shall be made through the 911 emergency telephone number.

RADIO EQUIPMENT

1. OEU will provide 2-way radios as agreed, one of which is for Circuit Trimming Crews, for the purpose of maintaining field communications between OEU and the Contractor. This shall be provided at no cost to the Contractor and shall be returned to OEU at the termination of this Agreement. The Contractor shall assume responsibility for the radios while they are issued to him/her.
2. Contractor shall provide its own communication equipment between its crews, supervisors, and OEU personnel. Control Center Dispatch shall have access to all crews for verification of crew status.

TIME SHEETS

Time sheets will be turned into the Utility Arborist each pay period. The time sheet must show a work location for each day along with the usual names, rates and hours worked of each crew member and the equipment used.

TREE TRIM AREA MAPS

OEU will provide the Contractor with one (1) copy of OEU Circuit/Tree Trim Area Maps to facilitate routing crews. One copy of these maps shall be retained by the supervisor as a record showing when specific areas were pruned. A copy of the Tree Trim Area Map shall be returned to OEU Arborist when the work is completed in that area.

NOTIFICATION OF PROPERTY OWNERS

1. Contractor shall be responsible for contacting property owners prior to pruning in a given area to discuss specific work needed, obtain signatures, and arrange for access. Contractor shall provide a courtesy

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notification when the actual pruning will be performed. Contractor personnel contacting property owners shall be polite, courteous, and as neat as possible.

2. Contractor shall supply all supervisory employees with identification having the employee's photograph, employee's name, company logo, and telephone number permanently affixed. Contractor's employees shall have this identification on their person at all times while working on OEU's customer property.
3. If for any reason the Contractor must prune in areas where permission has not been secured; it shall be the Contractor's responsibility to advise property owners that pruning is to be performed before commencing whenever reasonable. Where the Contractor is unable to secure permission from property owners for required clearances, it shall be documented, and proceed to prune taking as much as acceptable by property owner.
4. Contractor is expected to make every effort to notify property owners. Owners contacted by door hanger who have made no response shall be considered notified unless door hangers are not removed. In the event of an unresponsive property owner, an effort shall be made to contact by phone if a number can be obtained. If unable to contact customer, trimming shall proceed as routine, but removals over four (4) inches in diameter shall be left and noted on maps for the Utility Arborist to address.
5. The supervisor and foreman shall use their best effort in trying to secure the desired clearances.
6. Trees burning in the conductor, or dangerous/hazardous trees, where the property owner refuses permission to prune or remove, must be reported in writing to the Utility Arborist. A "Tree Work Refusal" form or signed door hanger may be used for this purpose with suitable notations that a property owner refused permission. One copy of the form shall be retained by the Contractor for his/her records.
7. Contractor shall obtain written permission for all tree removals and make every attempt to remove all nuisance trees along OEU's easement. The cost to remove trees along the pruning path are considered incidental in per-mile cost.

CONTRACTOR RESPONSIBILITIES

1. Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable state and federal laws, policies, procedures, and guidelines.
2. Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this Agreement.
3. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at its expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
4. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:

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A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.

B. Work site will be completely cleaned after each day of work.

C. Contractor shall dispose of debris in a legal manner.

2. **Final Cleaning:** Upon completion of work, clean entire work area as applicable.

A. All furnishings and equipment shall be placed back in the original locations.

B. All work areas must be returned to original condition.

C. Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*

PRICING

The City shall pay Contractor only for the actual units that Contractor provides, installs, or constructs.

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ITEM	DESCRIPTION	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3	Overtime Rate (% over regular rate)
1	General Foreman (3 years experience)	$36.98	$38.18	$39.32	1.38%
2	Herbicide Specialist (1-year herbicide experience)	$31.42	$32.44	$33.41	1.38%
3	Foreman A (1 year experience)	$34.10	$35.20	$36.26	1.38%
4	Foreman B (Entry Level)	$33.72	$34.81	$35.85	1.38%
5	Climber/Trimmer A (1 year experience)	$29.89	$30.86	$31.78	1.38%
6	Climber/Trimmer B (Entry Level)	$29.13	$30.06	$30.97	1.38%
7	Groundman (Entry Level)	$24.53	$25.32	$26.08	1.38%
8	55' aerial bucket truck w/dump body	$17.70	$17.87	$18.05	
9	60'-70' ft. aerial bucket truck w/dump body	$22.53	$22.75	$22.97	
10	Disc Chipper	$5.55	$5.66	$5.78	
11	Jarraff	$55.24	$56.35	$57.47	
12	Tractor	$26.07	$26.59	$27.12	
13	Mower Deck	$1.93	$1.97	$2.01	
14	Support truck	$11.45	$11.68	$11.92	
15	All-Terrain Vehicle	$8.23	$8.39	$8.56	
16	Loader truck	$38.08	$38.84	$39.61	
17	Split Dump Truck	$11.80	$12.04	$12.28	
18	Squirt Boom	$17.40	$17.75	$18.11	
19	Back Yard Bucket	$28.68	$29.25	$29.84	
20	GF Truck	$22.47	$22.92	$23.38	
21	Stump Grinder	$42.12	$42.97	$43.83	
22	Skid Steer w/mulcher//trailer	$50.62	$51.63	$52.66	
23	Handheld Sprayer	$0.59	$0.61	$0.62	

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Low-growing shrubs and small trees, which will not conflict with power lines, should be left growing where utility easements and rights-of-way are adjacent to drainage ditches, bodies of water, and natural woodlands, or where customers prefer a natural barrier.

These species may be reduced in height, directionally trimmed or removed to provide line clearance and clearance around poles and guys as required.

Common Name	**Botanical Name**
Native Plum	Prunus sp.
Native Hawthorn	Crataegus sp.
Bayberry/Wax Myrtle	Myrica cerifera
Fringe Tree	Chionanthus virginicus
Wild Olive	Osmanthus americanus
Gall-berry	Ilex glabra
Yaupon holly	Ilex vomitoria
Elderberry	*Sambucus nigra* subspecies *canadensis*
Willow	*Salix caroliniana*

This list is representative of native species growing in the Marion County area, but is in no way comprehensive or exclusive.

Contractor's Supervisors should be knowledgeable of local species and aware of beneficial versus invasive species populating the Marion County area.

If Contractor's employees are unsure of species identity, information may be obtained from the Utility Arborist, local County Agent or Forester, or by independent research**.**

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Certificate Of Completion

Envelope Id: C531DB8BB0784895A7FBB96E904325FB
Status: Completed
Subject: FOR SIGNATURE - Tree Trimming and Line Clearance Services (ELE/230159)
Source Envelope:
Document Pages: 33
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
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Signer Events	Signature	Timestamp
Michael J. Mittiga michael.mittiga@davey.com Vice President & GM Security Level: Email, Account Authentication (None)	DocuSigned by: Michael J. Mittiga 6A0D315A0C9E443... Signature Adoption: Pre-selected Style Using IP Address: 174.211.165.32 Signed using mobile	Sent: 3/29/2023 3:46:01 PM Viewed: 3/30/2023 8:22:08 AM Signed: 3/30/2023 8:23:14 AM
Electronic Record and Signature Disclosure: Accepted: 3/30/2023 8:22:08 AM ID: e4a0b22c-a3d5-4f7f-932b-61238089cc98		
William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William E. Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 3/30/2023 8:23:15 AM Viewed: 3/31/2023 10:27:13 AM Signed: 3/31/2023 10:27:39 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

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

Carbon Copy Events	Status	Timestamp
The Davey Tree Expert Company rachel.palmer@davey.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/29/2023 3:46:02 PM
Electronic Record and Signature Disclosure: Accepted: 3/27/2023 3:03:42 PM ID: 07b9e3fc-5494-4914-b4a7-8a20312d606a		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/27/2023 1:27:25 PM
Envelope Updated	Security Checked	3/27/2023 1:48:40 PM
Envelope Updated	Security Checked	3/27/2023 2:38:29 PM
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Envelope Updated	Security Checked	3/29/2023 1:45:27 PM
Certified Delivered	Security Checked	3/31/2023 10:27:13 AM
Signing Complete	Security Checked	3/31/2023 10:27:39 AM
Completed	Security Checked	3/31/2023 10:27:39 AM

Payment Events	Status	Timestamps

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

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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:

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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:

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Signatures: 2
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Ocala

110 SE Watula Avenue
Ocala, FL 34471

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Item Details

File Number: 2023-0745

ID #:	2023-0745	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	8	**In Control:**	City Council
				File Created:	03/14/2023
Presented By: :				**Final Action:**	04/18/2023

rmal Title: Approve a three-year contract with Davey Resource Group, a division of the Davey Tree Expert Co., for tree trimming and power line clearing services with a total estimated cost of $7,624,629

Internal Notes:

Target Meeting: 04/18/2023

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - Agreement for Tree Trimming and Line Clearance Services - Davey Tree Experts (ELE 230159), BID TABULATION - Local Vendor Preference (1), Davey Tree - Local Vendor Affidavit, Davey Tree - Confirmation of Acceptance of Local Vendor Preference

Enactment Number:

:ommendation:

Hearing Date:

Entered by: lcrouthamel@Ocalafl.org

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/18/2023	Approved				Pass

Action Text:

Notes: Council Member Mansfield asked if City staff can perform the work to save money. Director of Electric Utility Doug Peebles explained how utilizing a vendor is cost-effective compared to expensing money for additional staff and equipment.

Council Member Mansfield and Mayor Guinn requested staff present an in-house approach to Council.

Council Member Dreyer questioned what the City will do with the additional staff once the aggressive tree trimming is complete.

Vegetation Manager Anthony Santana stated he will provide cost analysis data showing how it's cost effective for the City to utilize a vendor. Currently, the City has a three-person in-house crew. He provided a brief overview of the tree trimming

scope and work miles.

There being no further discussion the motion carried by roll call vote.

Aye: 5 Council President Mansfield, Council Member Bethea Sr, Pro Tem Dreyer, Council Member Musleh, and Council Member Hilty Sr

Text of Legislative File 2023-0745

Submitted By: Lisa Crouthamel

Presentation By: Doug Peebles

..end
Department: Electric Utility

STAFF RECOMMENDATION (Motion Ready):

Approve a three-year contract with Davey Resource Group, a division of the Davey Tree Expert Co., for tree trimming and power line clearing services with a total estimated cost of $7,624,629

..end

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence.

PROOF OF PUBLICATION:
Bid released to the public 01/30/2023

BACKGROUND:

Ocala Electric Utility (OEU) directs resources to deliver safe and reliable power to the community to meet customers' expectations. One of the leading causes of electric power failures is vegetation interference. OEU has approximately 767 linear miles of overhead powerlines throughout the service area, often conflicting with vegetation. OEU uses specialized utility vegetation management contractors to clear trees away from powerlines.

The annual budget, along with a 3% contingency, enables vegetation trimming along 25% of the overhead powerlines. Tree trimming and clearing also play a significant role in restoring power after weather events that result in tree-related outages. OEU has reduced power outages caused by vegetation by 24% from 2018 to 2022.

FINDINGS AND CONCLUSIONS:
On January 30, 2023, the City issued its Invitation to Bid (ITB) #: ELE/230159 for the clearing, pruning, and herbicide treatment of vegetation along the overhead powerlines. A total of eight (8) firms responded to the solicitation, were evaluated based on price and subject to the City's Local Vendor Preference Ordinance, 2017-35. After submitting a local vendor preference affidavit affirmatively demonstrating that it satisfied the requirements of Ordinance 2017-35 and reducing its bid to 1% below that of lowest bidder, Davey Resource Group, a division of The Davey Tree Expert Co., was found to be the lowest responsive and responsible bidder.

FISCAL IMPACT:
Funds for this contract are budgeted each fiscal year in account #457-032-231-531-53-34070 at an estimated annual budget of $2,541,543.

PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy and Local Vendor Preference Ordinance 2017-35.

LEGAL REVIEW:
This Agreement has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

File #: 2026-0570 Agenda Item #: 10b.

Submitted By: Brittany Craven

Presentation By: Chad Lynch

Department: Electric Utility

FORMAL TITLE:
Contract extension and expansion for Supervisory Control Data Acquisition Software Services with Survalent Technology Corporation for a total initial cost of $339,541

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The City of Ocala has utilized Survalent's Supervisory Control and Data Acquisition (SCADA) system since 2013 as the primary platform for monitoring and controlling electric distribution operations. This system is fully integrated into OEU's infrastructure and is essential for real-time visibility, outage management, and operational reliability.

A comprehensive review conducted on December 3, 2025, confirmed that Survalent remains the most practical and least disruptive option for continued SCADA services. The proposed contract includes enhancements such as Geographic Information System (GIS) integration, Distribution Management System (DMS) upgrades, advanced dashboards, and training workshops, while deferring higher-cost components to align with the Utility Network rollout in fiscal year 2027.

FINDINGS AND CONCLUSIONS:
Staff determined that maintaining and expanding the Survalent SCADA platform is the most cost-effective and risk-mitigated approach. Transitioning to a new vendor would require extensive re-engineering, increase cybersecurity exposure, and disrupt critical utility operations. Survalent's proposal supports continuity, phased modernization, and future readiness for automation and outage management integration. The solution includes platinum-level support and implementation workshops, ensuring reliable performance and alignment with OEU's strategic objectives. The phased approach allows for immediate implementation of essential upgrades. Staff recommends approval of this software project.

FISCAL IMPACT:

Funds for the initial upgrade cost of $249,441 and annual maintenance and support totaling $90,100 are available in account number 332-032-203-531-53-52045

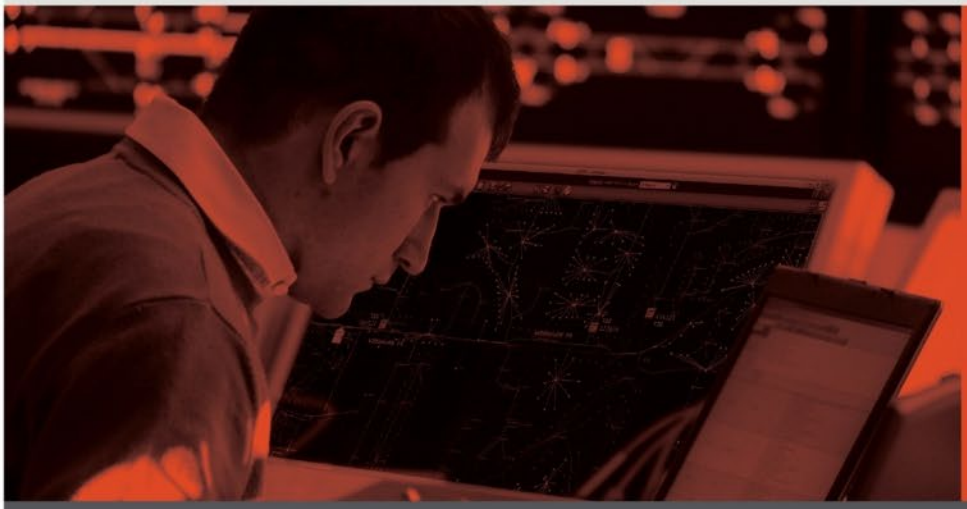
PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Survalent.



Quotation

DMS System & Applications
City of Ocala

Quotation No. A25_5_610684 [Rev4]

January 16, 2026

Survalent Technology Inc.
1967 Wehrle Drive
Suite 1 PMB 122
Buffalo, New York
USA 14221

Phone: +1 (905) 826-5000
Fax: +1 (905) 826-7144
www.survalent.com

Document Control

Revision	Date of Issue	Author(s)	Brief Description of Change
Rev2	11-Nov-25	Weijun Ren	Rev2 Release with Final Scope
Rev3	9-Dec-25	Weijun Ren	GIS Wizard GNM Adapter, System Diagram, Project Schedule Added
Rev4	16-Jan-25	Nivedita Pandit	Extended quote validity until March 31, 2026

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"Electric utility people don't use the words 'good' and 'reliable' lightly. We just don't throw around words like that very often. But with Survalent, it's well-deserved."

- Central Georgia EMC

1 List of Deliverables & Prices

Item	Qty	Description	Price (USD)
		SurvalentONE GIS Import Licenses and Services	
1.	1	**SurvalentONE GIS Wizard** The GIS Wizard is used to import the distribution network model and geographic displays into the ADMS. The GIS Wizard checks for the absence of essential electrical information such as phase, KVA and section names and provides an additional level of electrical connectivity check to ensure the data that is imported is complete and correct. It also checks the spatial relationship for your field devices such as transformers and service locations, ensuring the secondary network is accurate. The graphical user interface allows the GIS Specialist to quickly locate database objects with data issues, enabling them to quickly fix them in the GIS. Note: Requires an ESRI ArcGIS for Desktop Basic license (not included). Note: Hardware is not included. This application normally runs on the PDS Server.	
	1	**SurvalentONE GIS Wizard - ESRI GNM Adapter** GIS Wizard adapter that provides an interface to import ESRI GIS data stored in Geometric Network Model (GNM) format. Customer is responsible for providing and configuring the tools to export the connectivity model, distribution transformers, service locations, generators, primary meters, and DMS network model information to a geodatabase (.gdb) file or SQL tables according to Survalent specifications. The interface supports both full import and incremental import.	
	1	**Remote Service of GIS Import & Implementation** 1. **GIS Workshops** - This meeting is designed to clarify the customer's requirements, answer any questions, and review the GIS import requirements that will serve as the basis for the deployment design. It is typically conducted in three sessions, each lasting 2 hours. 2. **Import Service** - a) Conversion of GIS data with the use of GIS Wizard and GIS Import Configuration Editor application and preparation for importing the connectivity model from the ESRI GNM system with 80 feeders; b) Customer guidance and check of the GIS file during the clean-up process (customer's responsibility); c) Import of service territory dwg; d) Preparation of the graphics for the connectivity import: creating SCS color tables, GIS pmacros and GIS Symbols; e) Import of the connectivity model from the GIS database into the SCADA system with the use of Survalent Connectivity Import facility; f) Generating database points for manual switches; g) DB import of transformers and customer service locations; h) Transformers and meters import in SmartVU. **3. GIS Installation & Commissioning, and Training**	

Item	Qty	Description	Price (USD)
		Note 1: Pre-requisites for GIS import - The City is required to provide: a) Error free GIS file (gdb) b) Energy sources: identify the line sections to be used as energy sources c) DWG or DXF of service territory/street map Note 2: Survalent will assist in the file cleanup and data conversion check (lack of information and ambiguous connections) followed by a report on detected errors. The City is obligated to correct the GIS errors before an import can be conducted. The process can take multiple GIS file exchange iterations until completed. Note 3: It is assumed that Network Topology Processing has already been implemented by The City and is functioning properly at all substations.	
		SubTotal of Line Item #1 – GIS Import Implementation:	**$59,062**
		SurvalentONE DMS License/FLISR and Services	
2.	1	**SurvalentONE Base DMS Software [Dual Server]** The base Distribution Management System (DMS) software provides support for a distribution network model. This license is a pre-requisite for the advanced DMS applications such as FLISR, Distribution Power Flow, Distribution State Estimator, Cold Load Pickup, Pre-Switching Validation, Distribution Contingency Analysis and Volt/Var Optimization (VVO).	
	1	**SurvalentONE FLISR/LOV [Level 3]** The FLISR/LOV application helps minimize the downtime caused by outages that trip and lock out breakers in a distribution substation. The FLISR/LOV application works in conjunction with hardware, software, telecommunications and grid engineering to decrease the number of customers affected by a power outage by automatically opening and closing switches to isolate compromised sections of line and to re-energize healthy sections of the system to restore energy. **Note: The license is based on fair use limit of up to 80 feeders.**	
	Lot	**Remote Service of FLISR Implementation for 4 Feeders** 1. **FLISR/LOV Workshops –** This meeting is designed to clarify the customer's requirements, answer any questions, and review the FLISR/LOV requirements with customer. It is typically conducted in two sessions, each lasting 2 hours. 2. **FLISR/LOV Simulation Test –** This test will evaluate the performance and correctness of a Fault Location, Isolation, and Service Restoration (FLISR)/Loss of Voltage (LOV) system under simulated conditions. 3. **FLISR/LOV Configurations** a) Database preparation: ▪ Creation of 3 points for each feeder and up to 6 downline devices involved in FLISR (FLISR mode, FLISR enable and FLISR lockout) ▪ Assigning lockout points to 4 corresponding feeders	

Item	Qty	Description	Price (USD)
		▪ creation of alarm format, command state strings and 3 global FLISR points b) Graphics preparation: ▪ Generating colors color tables, fonts and pmacros. ▪ adding pMacros to the SLDs for FLISR status ▪ adding pMacros to the connectivity for the fault targets at the downline reclosers c) FLISR implementation: ▪ Assigning global FLISR points ▪ Creating default records for DMS tables ▪ Enable FLISR for up to 4 feeders (linking the points to the DMS records) ▪ Add fault targets at the downline devices ▪ Global FLISR settings: selecting the 3 FLISR points ▪ KVA aggregation via STC Explorer (reading KVA from transformers in GIS and assignment to conductors) ▪ Creating summary views for FLISR d) LOV implementation ▪ Populating Settings Catalog ▪ Creation of necessary points ▪ Populating DMS fields for 4 Feeder Main and downline devices 4. **FLISR/LOV Installation & Commissioning for 4 Feeders, and Training** Pre-requisites for FLISR implementation - Listed below is the <u>mandatory</u> data per equipment type that the customer needs to provide for successful implementation of FLISR: a) Feeder main ▪ Rated phase amps (the maximum amount of current that the feeder can supply before triggering its protection). ▪ Recloser status ▪ Voltage, current and power factor (if connected KVA scaled by feeder injection load transfer option is used) b) Telemetered devices (switches, breakers, tie switches) ▪ Current (A) and Voltage (kV) ratings of the device ▪ Status of the fault target indicators for the device used to determine the fault location ▪ Lockout point (pseudo or telemetered) for the devices that can trigger FLISR event. ▪ Lockout timer for the devices that can trigger FLISR event but don't have telemetered lockout point. ▪ Voltage, current (A) and power factor for the devices that can trigger FLISR event and the connected KVA scaled by feeder injection load transfer option is used. c) Conductor ▪ Transformer KVA (the sum of all connected KVA transformer ratings connected to the conductor). For connectivity import, the transformers KVAs are read from the GIS and assigned to the conductor with Survalent KVA aggregation utility. For manually drawn schematics, the KVAs must be manually assigned to each conductor as part of the FLISR implementation service. d) Substation transformer ▪ Nominal voltage of the low and high side of the substation transformer Optional data will be discussed during the project integration. Note: It is assumed that Network Topology Processing has already been implemented by	

Item	Qty	Description	Price (USD)
		The City and is functioning properly at all substations.	
		SubTotal of Line Item #2 – FLISR/LOV Implementation:	**$54,993**
		SurvalentONE ADMS DMS Licenses & Services	
3.	1	**SurvalentONE Distribution Power Flow** The Distribution Power Flow (DPF) application provides a complete and consistent load flow solution for the power system that best fits all available SCADA measurements and estimated load profiles associated with the power system model. The DPF application computes and presents individual phase voltages, currents, and losses on the entire distribution network. This data is based on the estimated load profiles at distribution points (i.e. distribution transformers) as well as bus voltages and other SCADA measurements within the substations and along the feeders. With the DPF license, users have access to Cold Load Pickup (CLP) function, Pre-Switching Validation (PSV) function, and four studies – Switching Study, Load Transfer Study, Short-Circuit Analysis Study and Restoration Study. **Note: Distribution Power Flow (DPF) license is valid for up to 80 feeders.** **SurvalentONE Distribution State Estimator** The Distribution State Estimator (DSE) function extends the functionality of Distribution Power Flow (DPF). The DSE function makes use of SCADA measurements outside the substations, perform consistency checks and eliminates time skews on all measurements, and adds modelling of micro-grids (with use of telemetered data) and distributed generation (e.g. rooftop solar panels) and incorporates these into the DSE calculation, with reverse power flow capability. After the time skews are removed, a consistency check is made at any point where voltage, current, and real and reactive power measurements are all available. Any SCADA measurements that DSE deems to be inconsistent are alarmed and flagged, and not used in the calculation. **SurvalentONE Cold Load Pickup** When a distribution circuit is restored after an extended outage, the demand is usually greater than before the outage. Attempting to restore this load can be problematic, particularly on feeders in urban settings. Some utilities experience cold load pick up factors greater than 2 for extended outages. In response to anticipated cold load pick up, the Operators will increase protection settings on the affected distribution feeder, but occasionally the power transformer protection operates taking out other distribution feeders in the process. The purpose of the Cold Load Pickup (CLP) application is to predict the extent of the cold load to be picked up and identify potential impacts on other substation equipment. When any load is re-energized following an outage, the CLP application calculates the temporary additional power of each load that has optional cold load pickup characteristics defined. **SurvalentONE Pre-Switching Validation** The Pre-Switching Validation (PSV) function evaluates the expected result of a switching action by executing a topology/connectivity analysis and a power flow calculation in a study mode and advises the user of any undesirable consequences of the proposed action.	

Item	Qty	Description	Price (USD)
		The user has the option to either cancel the attempted action or to proceed in spite of the warning message. If the user proceeds with the control operation, the pre-switching validation warning message will be logged in the event summary.	
	Lot	**Remote Service of Distribution Power Flow (DPF) and Distribution State Estimation (DSE) Implementation for 4 Feeders** Services Included: 1. **DPF & DSE Workshops –** This meeting is designed to clarify the customer's requirements, answer any questions, and review the DPF/DSE requirements with customer. It is typically conducted in two sessions, each lasting 2 hours. 2. **DPF/DSE Simulation Test –** This test will evaluate the performance and correctness of a DPF/DSE system under simulated conditions. 3. **Implementation of Power Flow and DSE on 4 feeders and associated cap banks and voltage regulators:** ▪ Preparation of DMS tables ▪ Creation of pseudo points for feeder main (load flow, Volts and Amps security analysis and output points) ▪ Creation of pseudo points for DMS Catalogs ▪ Editing Line Sections to populate the required DMS Editor fields for Feeder Mains, Transformers, Breakers, Capacitors, Regulators ▪ Populating DMS Catalogs (conductor types, compositions, impedances, constructions, load profile, general settings) ▪ Creating views for managing Power Flow ▪ Setting switch pmacros for pre-switch validation ▪ Populating Distribution State Estimator fields for 4 feeder mains and downline devices associated with those feeders. 4. **DPF/DSE Installation & Commissioning for 4 Feeders, and Training** Pre-requisites for PF implementation: Listed below is the mandatory data for DMS catalogs and settings that govern the operation of the DMS program that the customer needs to provide for successful implementation of Power Flow: a) Conductor types ▪ Conductor name, coming from the GIS model (for both OH and UG conductors) ▪ Engineering unit for resistance (for both OH and UG conductors) ▪ Engineering units (US or metric) for length (for both OH and UG conductors) ▪ Type of OH conductor (ANACONDA, ACSR, ALUM, AAC, COOPER, CW, CWC, HDALUM, HDCOPPER, HHHC, STEEL, USER, Z IMP) ▪ Resistance of OH conductors at a standard temperature (usually 25 C) ▪ Resistance of OH conductors at a specific temperature, used for temperature-dependent ampacity modelling. ▪ Ampacity (the nominal current-carrying capacity of the OH conductor) ▪ GMR of the OH and central UG conductor (in feet or centimeters)	

Item	Qty	Description	Price (USD)
		▪ OH and central UG conductor diameter (in inches or millimeters) ▪ Neutral conductor name (for OH conductor) ▪ Resistance of a UG central conductor ▪ Neutral type (for UG conductor) ▪ Outside diameter, including neutral (for UG conductor) ▪ Resistance of the concentric neutral conductor (for UG conductor) ▪ Neutral strand diameter (for UG concentric conductor) ▪ GMR of the concentric neutral conductor (for UG conductor) ▪ Number of strands in the concentric neutral conductor (for UG conductor) ▪ Conductor diameter (including the tape shield) (for UG tape - shield conductor) ▪ Thickness of the tape shield, in millimeters (for UG conductor) b) Construction types ▪ Construction name (coming from the GIS model) ▪ Horizontal (X) and vertical (Y) coordinates of the phase and neutral conductors with respect to the reference point. c) Load profiles It is recommended to have as many load profiles as possible. The load profiles can be effective, only if there are at least 2 different load profiles on a feeder. The load profiles are imported from the GIS database as conductor attributes. It is recommended to have at least 4 load profiles: general (could be used when there is a mix of types on a line section), residential, commercial, and industrial. For better results, additional load profile types are required for each line section (different load profiles per feeder, different types of residential, commercial, or industrial load profiles, etc.) d) Load compositions The load compositions are conductor attributes and define the type of load connected to the conductor. They define the load composition using three components, constant power, constant impedance, and constant current. e) Time curves The time curves offer load adjustments for short – duration outages, up to 120 minutes. A maximum of 12 time curves can be defined in the SCADA database, as conductor attributes, and they are imported from the GIS database as an integer from 1-12. The data for a time – curve consists of scale factors, with a 5 min increment, starting from the time of the outage induration of 120 minutes.	
		SubTotal of Line Item #3 – DPF/DSE Implementation:	**$63,786**
		SurvalentONE Interface Service	
4. a	1	**Remote Service of MultiSpeak AMI setup and configuration** • SmartVU preparation for AMI, setting up MS AMI interface, import task and task schedule. • Installation, Commissioning and Training	
		SubTotal of Line Item #4.a – AMI Interface Service:	**$10,200**

Item	Qty	Description	Price (USD)
4. b	1	**Remote Service of MultiSpeak OA setup and configuration** • MultiSpeak OA setup and configuration for up to 10 points. City of Ocala has already owned MultiSpeak OA Interface license. • Installation, Commissioning and Training	
		SubTotal of Line Item #4.b – MultiSpeak OA Interface Service:	**$5,400**
		SurvalentONE SCADA Live! License & Service	
5.	1	**SurvalentONE Live! SCADA Package** SurvalentONE Live! SCADA Package is a cutting-edge web application that allows users to access SCADA information from any web-enabled device, such as a computer, tablet, or smartphone. Its user-friendly design and full responsiveness ensure seamless access and navigation, whether you're in the control room or on the move. The application features a powerful "Point Browser" tool for effortless data exploration, with pre-built detailed SCADA dashboards for quick insights into points, stations, and communication lines. Plus, the unique "Custom Dashboard" feature allows users to create personalized widgets for analysis, collaboration, and sharing into workspaces. Additionally, it offers a "Query Builder" tool for efficient data export alarms, events, and historical datasets to CSV. Note: Requires product release V25.1 or later. Note: Requires a Microsoft SQL Server license (not included). Note: Requires a Wildcard TLS/SSL certificate that allows you to manage Subject Alternative Names (SANs) along with the key.pem and chain.pem file. Certificate needs to be a Public Certificate (not private or self signed certificate). The application does not support certificates with a password/passphrase (may be supported in future updates). We recommend a RSA encryption (sha256) with a private key of 2048 or higher without password.	
	5	**SurvalentONE Live! Concurrent Users License**	
	Lot	**Remote Service of SCADA Live! Installation, Setup, Configuration and Training** The installation and configuration process entails establishing the Microsoft Windows Containers environment, installing the required application prerequisites, loading the application containers, and adjusting configurations. A final step involves thorough testing to ensure proper functionality of the application and seamless communication with other SurvalentONE components. Remote services for the configuration of one (1) dashboard based on the customer's point database. The process begins with an initial workshop, during this session, examples of dashboards are presented, and collaborative decisions are made regarding the information to be displayed on each of the two dashboards. Subsequently, the dashboards will be configured, incorporating up to 50 widgets on each. The final phase encompasses testing to ensure the dashboard presents the agreed information. "The Live! training is designed to be conducted remotely through a web platform with instructor-led sessions. The comprehensive training program will cover essential aspects, including installation and deployment procedures, applying updates or patches, user and	

Item	Qty	Description	Price (USD)
		group management, and the creation of dashboards. Participants will gain hands-on experience by utilizing their own deployed environment for practical exercises, ensuring a practical and tailored learning experience. Note: City of Ocala is responsible for additional hardware, network connections and configuration.	
		SubTotal of Line Item #5 – SCADA Live! Implementation:	**$33,888**
		SurvalentONE ADMS OTS Licenses & Service	
6.	1	**SurvalentONE OTS Single Server** The Operator Training Simulator (OTS) consists of a second independent copy of the ADMS system operating with simulation programs instead of scan tasks. The OTS system provides facilities that allow the instructor to maintain many different copies of the database to select any of these to use for a training session and to execute multiple simultaneously running event scripts.	
	1	**SurvalentONE Data Forwarding** SCADA Data Forwarding(DF) provides a means for external support systems (PDS, QAS, OTS, etc.) to receive near-real-time SCADA data from the active control system. The data is retrieved from data sources by the active control system and forwarded to the external systems. Data can be forwarded to multiple external systems simultaneously, and includes all telemetered data, manually entered data, tags, limit overrides, etc.	
	1	**Remote Service of OTS & Data Forwarding (DF) Installation, Commissioning and Training** Note: City of Ocala is responsible for OTS hardware platform and network connection. Scripting service is not included;	
		SubTotal of Line Item #6 – SCADA OTS Implementation:	**$22,112**
		TOTAL SYSTEM PRICE (ITEM 1 ~ 6)	**$249,441**
		Annual Support Pans:	
7.	1	**Gold SCADA/DMS Support Plan [1 Year]** The Gold SCADA/DMS Support Plan provides the following: a) Access to the latest software releases of the delivered software components, effectively providing an extended warranty on these software components and providing access to the latest product features. b) Access to the Survalent Support Portal which includes the ability to create and track support cases, and provides access to software downloads, product documentation, knowledge base articles, and support forums. c) 24x7 access to priority, telephone emergency support from the Survalent Support Team. Cases will be treated on a first-come, first serve basis. d) 2 Global User Conference training passes and conference passes per year.	$72,455

Item	Qty	Description	Price (USD)
		e) 25 hours (not more than 8 hours per day) per year of Remote Services. All services will be performed by Survalent staff from Survalent offices. Any hours not used during the support period will expire. **Refer to Note 9 &10.**	
8.	1	**Platinum SCADA/DMS Support Plan [1 Year]** The Platinum SCADA/DMS Support Plan provides the following: a) Access to the latest software releases of the delivered software components, effectively providing an extended warranty on these software components and providing access to the latest product features. b) Access to the Survalent Support Portal which includes the ability to create and track support cases, and provides access to software downloads, product documentation, knowledge base articles, and support forums. c) 24x7 access to priority, telephone emergency support from the Survalent Support Team. Cases will be treated on a first-come, first serve basis. d) 3 Global User Conference training passes and conference passes per year. e) 25 hours (not more than 8 hours per day) per year of Remote Services. All services will be performed by Survalent staff from Survalent offices. Any hours not used during the support period will expire. f) Access to a Survalent System Specialist on-site for 2 days to provide technical assistance with software updates, assess system health and performance, perform system tuning, and any other technical assistance desired. Site visit is once per year, and must be used during the support period. **Refer to Note 9 &10.**	$90,100

"We chose Survalent because of familiarity, ease-of-use and their reputation for excellent customer service. We have not been disappointed."

- Warren Rural Electric Cooperative

2.1 Recommended Hardware Platforms

The following table lists the recommended upgrade hardware components for physical system servers and virtual machines:

Physical Hardware Recommendations	Virtual Hardware Recommendations
Production ADMS Server DELL PowerEdge R660xs Rack Server (or equivalent) 1 x Intel® Xeon® Silver 4310 2.1G, 12C/24T 48GB RAM 2 x 960GB Solid State Drive (RAID-1) Windows Server 2022 Standard Edition (16 Cores)	**Production ADMS Server** 6 Vcores 48GB RAM 960GB Storage Windows Server 2022 Standard Edition
Operator Workstation DELL Precision T5860 Workstation (or equivalent) 1 x Intel Xeon W-2235 3.8GHz 6C/12T 32GB RAM 2 x 512GB Solid State Drive (RAID-1) NVIDIA Quadro P400 (5820T) Windows 11 Professional Edition	
OTS Server DELL PowerEdge R660xs Rack Server (or equivalent) 1 x Intel® Xeon® Silver 4310 2.1G, 12C/24T 32GB 2 x 3.84TB Solid State Drive (RAID-1) Windows Server 2022 Standard Edition (12 Cores)	**TS Server** 6 Vcores 32GB RAM 1920GB Storage Windows Server 2022 Standard Edition
DMZ RDBMS Server DELL PowerEdge R660xs Rack Server (or equivalent) 1 x Intel® Xeon® Silver 4314 2.4G, 16C/32T 96GB RAM 2 x 3.84TB Solid State Drive (RAID-1) Windows Server 2022 Standard Edition (16 Cores) Microsoft SQL Server 2022 Standard Edition (10 CAL)	**DMZ RDBMS Server** 8 Vcores 96GB RAM 3840GB Storage Windows Server 2022 Standard Edition Microsoft SQL Server 2022 Standard Edition (10 CAL)
DMZ SCADA Web Server DELL PowerEdge R660xs Rack Server (or equivalent) 1 x Intel® Xeon® Silver 4310 2.1G, 12C/24T 32GB RAM 2 x 480GB Solid State Drive (RAID-1) Windows Server 2022 Standard Edition (16 Cores)	**DMZ SCADA Web Server** 6 Vcores 32GB RAM 480GB Storage Windows Server 2022 Standard Edition
DMZ SCADA Live! Server DELL PowerEdge R660xs Rack Server (or equivalent) 1 x Intel® Xeon® Silver 4309Y 2.8G, 8C/16T 64GB RAM 2 x 480GB Solid State Drive (RAID-1) Windows Server 2022 Standard Edition (16 Cores)	**DMZ SCADA Live! Server** 4 Vcores 64GB RAM 480GB Solid State Drive (RAID-1) Windows Server 2022 Standard Edition

Note: The size of the QA server should align with the requirements of ADMS Hosts, Replicator/Archiver, and OTS servers etc. that concurrently need to undergo testing as planned by Ocala.

3 Preliminary Project Schedule

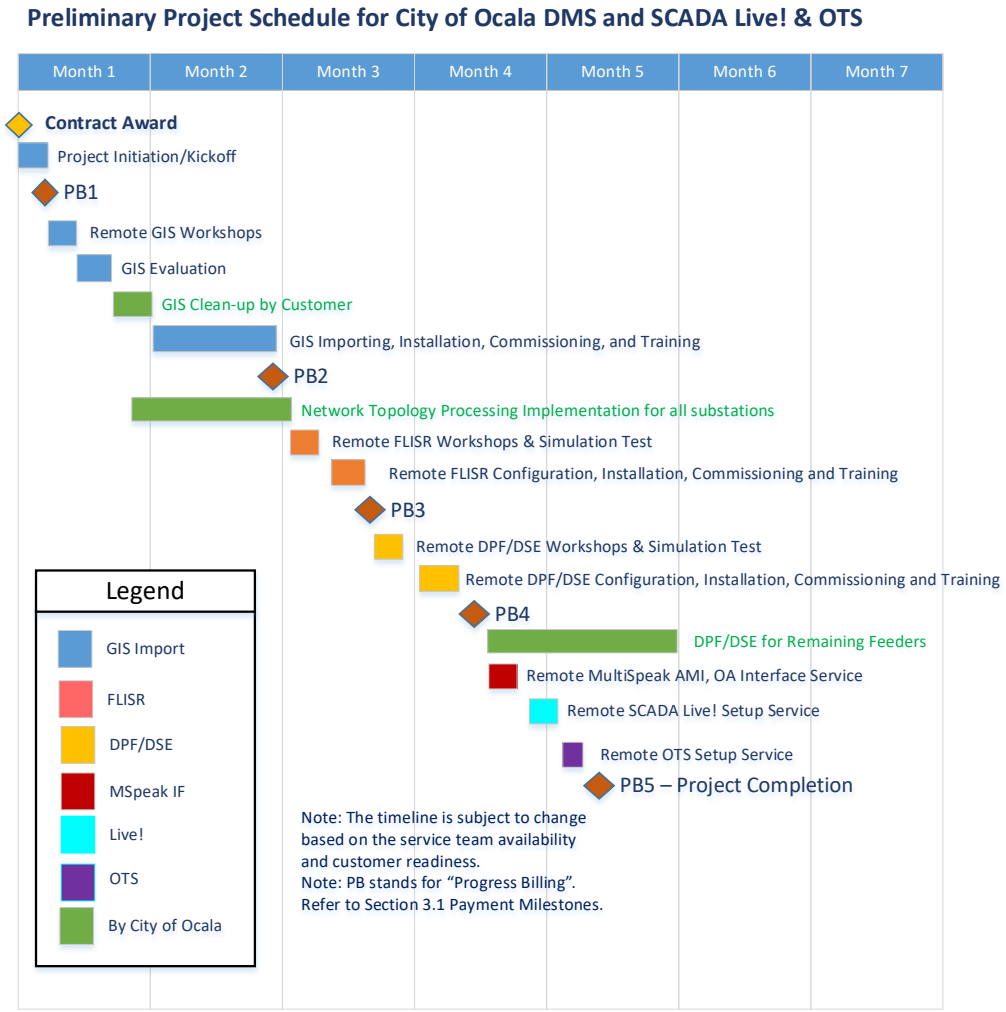


Figure 3-1: Preliminary Project Schedule

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4 Commercial Conditions

4.1 Payment Milestone

Milestone	Payment (%)
Completion of Project Kick off - PB1	40%
Completion of GIS import - PB2	30%
Completion of FLISR Implementation - PB3	10%
Completion of DPF/DSE implementation - PB4	10%
Completion of Project Closure - PB5	10%
Total	**100.00%**

Note: City of Ocala 's responsibility for completing tasks such as Network Topology, FLISR, DPF/DSE Implementation etc. work for the remaining substations/Feeders, as well as commissioning activities outside of Survalent's scope, should not impact payment milestones above or delay project closure timeline as outlined in project Schedule in Section 3.

4.2 Proposal Validity

This proposal is valid until March 31, 2026.

4.3 Terms and Conditions

Refer to Appendix A: Survalent Terms and Conditions of Sales, Software License Agreement, and Software Maintenance Agreement.

4.4 Notes

End User: City of Ocala Utility Services

Shipping Terms: EXW Ontario, Canada

Estimated shipment lead time is approximately 6 to 8 weeks from receipt of purchase order for Item 1. Each subsequent item will require additional time as follows:

- Item 2: 2 to 3 weeks
- Item 3: 2 to 3 weeks
- Item 4: 1 to 2 weeks
- Item 5: 2 to 3 weeks
- Item 6: 1 week

Please send purchase order to stcorder@survalent.com

Unless otherwise noted, prices do not include applicable state, provincial, federal, withholding or other local taxes. Applicable taxes will be included in each invoice. Should the purchaser claim an exemption from any applicable state, provincial, federal, withholding or other local taxes, the purchaser shall provide such exemption information to Survalent.

This quote is based on Survalent (a) Standard Terms and Conditions of Sale, (b) Software License Agreement, and (c) Support and Maintenance Terms and Conditions, as applicable.

Note 1: SurvalentONE DMS software licenses are valid for up to 80 feeders and includes 12 months warranty from date of operational use.

Note 2: Software licenses are non-refundable and cannot be exchanged.

Note 3: Survalent reserves the right to issue temporary licenses until payment has been received in full.

Note 4: Survalent reserves the right to periodically audit the end user system configuration to ensure the software has been deployed in accordance with the Survalent Software License Agreement.

Note 5: Please ensure the end user client name is identified on the purchase order; purchase orders may be rejected if this information is missing.

Note 6: Services will be scheduled at a mutually agreeable time. Customer changes to the agreed schedule may result in an additional charge.

Note 7: Services will be scheduled at a mutually agreeable time. Customer changes to the agreed schedule may result in an additional charge.

Note 8: This quote assumes file-based licensing. If dongles are required, an additional cost will apply.

Note 9: These support prices in Item 7 & 8 include support costs for new licenses as well as existing licenses covered by current City of Ocala's gold support plan. The pricing of whichever support plan City of Ocala chooses will apply during the next annual renewal (05/30/2026) if all the licenses included in this quote are purchased.

Note 10: Any software licenses purchased during an active maintenance term will be subject to a prorated maintenance fee covering the period from the date of purchase through the end of the current maintenance term. Thereafter, such licenses shall be included in the support renewal and subject to renewal fees at Survalent's then-current rates.

4.5 Authorization

This quotation is not valid unless signed by an authorized representative of Survalent.

Approved By: _____

Nivedita Pandit, Manager, Proposals



"I have no doubt about Survalent's commitment to our success, and I appreciate your personal interest and commitment to ensure that success."

- Clallum PUD

Appendix A Survalent Terms and Conditions of Sales, Software License Agreement, Software Maintenance Agreement

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SURVALENT TECHNOLOGY INC.

STANDARD TERMS AND CONDITIONS OF SALE

A) Acceptance – These standard Terms and Conditions of Sale ("Terms") form a part of and are incorporated into this Agreement ("Agreement") between **SURVALENT TECHNOLOGY INC.** ("Seller") and the Buyer or Licensee ("Buyer") for the sale, lease, license or provision of Seller's tangible and intangible products, software, equipment, services, samples and other matters subject to this Agreement from Seller to Buyer ("Products"), and they supersede any contrary provisions presented by Buyer, unless expressly agreed to in writing by Seller. Should the Buyer's purchase order include changes or additions to specifications which are not included in Seller's quotation or proposal, acceptance and acknowledgment of the order by Seller shall not be deemed a waiver of Seller's right to charge and invoice for such changes or additions. In addition, in the event of Buyer's changes or additions made after receipt of a purchase order, Seller shall charge and invoice for the work as necessary. Buyer's acceptance of and/or payment for Products, in whole or in part, shall constitute an acceptance of these Terms.

B) Prices – Unless stated differently in the Quote/Proposal, all prices for Products are ExWorks (Seller's point of shipment). Prices quoted are subject to change at any time and without notice. Prices do not include any Federal, Provincial, or Municipal taxes, including, but not limited to, excise, sales, goods and services, tariffs, use taxes, duties, or other fees imposed on any Product or in connection with this Agreement ("Taxes"). All such Taxes shall be added to the Buyer's billing where applicable. If Seller delays shipment beyond the scheduled shipping date for any reason other than the Seller's fault, or if this Agreement includes Products obtained by the Seller from third parties, the Products shall be subject to any price increases in effect at the time of shipment. Prices quoted may be adjusted for inflation annually, effective on each January 1st of the calendar year ("Inflation Adjustment").

C) Payments – All invoices are due and payable thirty (30) days from the date of invoice. Seller may charge pro rata interest at the maximum rate permitted by law. No discount for early payment is authorized without Seller's written consent. Seller reserves the right at any time to (i) change terms of payment, (ii) withdraw credit or require full or partial payment in advance, should doubt arise as to the financial responsibilities of the Buyer. All holdbacks are limited to 10% of the purchase order value and up to ninety (90) days after delivery of the Products to the carrier. Holdbacks required for periods longer than 90 days carry an interest charge of 1.5% per month (18% per annum). Holdbacks do not apply to amounts invoiced for taxes, freight, spare parts, documentation and commissioning.

D) Security Interest – The title, ownership, and right of property of the applicable Products sold hereunder shall remain with Seller until all payments, including deferred payments, shall have been paid in full, and the Buyer shall do all that is necessary to maintain such right and title for the Seller. The Buyer shall assume all risk of loss or damage incurred once the applicable Products have been delivered.

E) Delivery – Unless stated differently in the Quote/Proposal, delivery shall be ExWorks (Seller's point of shipment), with the risk of loss passing to the Buyer once the Products are made available for pickup at the Seller's point of shipment. The Seller, at its discretion, may make and invoice partial shipments. Shipping dates are best estimates based on the Seller's production schedule at the time of quotation, but are subject to change depending on adjustments to the production schedule after the Buyer's purchase order is received, as well as the prompt receipt of all necessary information and specifications related to the Products. Upon receiving the Products, the Buyer is required to inspect them and either accept or reject them within thirty (30) days. If the Buyer does not notify the Seller in writing of any rejection, including the reasons for it, within this period, the Products will be considered accepted, and the Buyer waives any right to later reject the Products. The Seller reserves the right to make changes or improvements to the Products at any time, without liability or obligation to make such changes or improvements to Products already delivered.

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F) Force Majeure – Seller shall not be responsible for any failure or delay in the performance of any obligation hereunder if such failure or delay is due to a cause beyond Seller's control including, without limitation, acts of God, wars, riots, strikes, fires, storms, floods, embargoes, shortages of labor or materials, labor disputes and governmental acts, legislation and directives. In the event of any such failure or delay, the period of Seller's performance shall be extended, without liability for penalty, for the period of such failure or delay.

G) Intellectual Property & Confidential Information –

(a) Intellectual Property - Seller shall own all right, title and interest in and to all intellectual property, including without limitation all inventions, patents, patent applications, source code, firmware, copyrights, and trade secrets incorporated in any Products.

(b) Confidential Information - "Confidential Information" shall mean any trade secret or other competitively sensitive information or data (whether oral, written, electronic or otherwise) relating to Seller or its respective businesses or operations which is or was disclosed by Seller to Buyer in the course of developing, negotiating or performing this Agreement. With regard to (i) Confidential Information that does not constitute a trade secret under applicable law, during the term hereof and for five (5) years following the termination or expiration hereof; and (ii) Confidential Information that constitutes a trade secret under applicable law, for so long as such Confidential Information remains a "trade secret" under applicable laws Buyer shall not disclose any Confidential Information to any other third party, or use the Confidential Information for its own benefit, except for the purposes approved by Seller in writing. Buyer shall not decompose or reverse engineer all or any portion of the Confidential Information or analyze it for such purposes. Buyer shall use its best efforts to avoid unauthorized disclosure of the Confidential Information. All Confidential Information provided by Seller to Buyer shall be and remain the property of Seller, and any Confidential Information, and any copies thereof, shall be promptly returned to Seller upon written request, or destroyed at Seller's option.

H) Compliance with Laws – Except to the extent otherwise specifically agreed to in writing by the parties, Buyer shall be responsible for the receiving, installation, use and maintenance of all Products, and Seller shall have no obligation or responsibility of any kind with respect thereto. Buyer shall comply with all laws and regulations governing the purchase or license, installation or use of Products, including, without limitation, obtaining all licenses, permits and registrations and fulfilling all other requirements of governmental agencies.

I) Cancellation Or Delivery Deferment – Buyer’s purchase order may be canceled or delivery deferred only with Seller’s written consent with conditions for payment of cancellation charges which may include, without limitation: Seller's direct costs; sales, general and administrative overhead; reasonable contract profits and any other costs and expenses to which Seller has or will become obligated pursuant to this Agreement.

J) Patent, Trademark and Copyright Infringement – Seller shall indemnify and hold Buyer harmless from any damages awarded in a final non-appealable judgment against Buyer in any suit or proceeding to the extent such damages are based on a claim of direct infringement by any Products of a Canadian patent, trademark or copyright, provided that Buyer notifies Seller promptly in writing and gives Seller full authority, information and assistance for the defense or settlement of such claim. In the event the use of any Products are enjoined or restricted as a result of any such claim, at Seller's option and expense, it may: (1) procure for Buyer the right to continue using the Products; (2) replace the Products with non-infringing Products of comparable quality; (3) modify the Products so they become non-infringing; or (4) remove the Products and refund the purchase price of such Products. Seller shall have no liability for claims of infringement by any Products, if any Products are used for any purposes other than those specified by Seller. These provisions shall not apply to any Products manufactured by any party other than Seller or to any use thereof with any such Products or to any Products manufactured to Buyer's design or specifications, and Buyer agrees to indemnify Seller for any damages based on claims of patent, trademark and/or copyright infringement by any such Products. For software licenses, additional terms and conditions may apply for the grant of use, restriction, and copyright provided in the Seller’s Software Product License Agreement.

K) Limited Warranty – Seller warrants that the Products furnished hereunder will, at the time of shipment, be free from defects of material and workmanship under normal use and service and will conform to Seller's applicable standard written specifications or, if appropriate, to the specifications accepted in writing by Seller, for the period specified in the contract. If no warranty period is specified in the contract, the warranty period shall be 60 days. Seller's obligation shall be limited to, at Seller's option and expense, replacing or repairing any Products within such warranty period, provided: (1) Seller receives written notice of any nonconformance or defect within thirty (30) days from the date such nonconformance or defect is first discovered; and (2) after Seller's written authorization, the Products are returned to Seller's factory of origin with all freight charges prepaid; and (3) Seller determines the Products have a nonconformance or defect covered under this warranty. Any such repair or replacement shall not extend the warranty period provided hereunder. Where this Agreement governs the sale, lease, license or provision of software, equipment, and services as Products from Seller to Buyer, Buyer's use of such Products is made expressly subject to the Seller's applicable terms and conditions of sale and/or license agreement for such Products, which are incorporated into these Terms for all purposes and a copy of which Buyer acknowledges as having received, and they shall supersede any contrary provisions herein. No rights, warranties or title to such Products are given to Buyer except as expressly set forth herein. All advice and recommendations of Seller are intended for use by persons having skill, at their own risk, and Seller, not controlling or supervising the installation or use of Products after sale, does not warrant or guarantee such advice or recommendations. Seller assumes no responsibility, and Buyer waives all claims against Seller, for results obtained or damages incurred from the use of Seller's advice and recommendations. The warranties set forth herein may be asserted by Buyer only and shall not apply to any products manufactured by parties other than Seller or to any Products which, in the opinion of Seller, are damaged by or subjected to, without limitation, improper handling, storage, installation, use or maintenance; abnormal or undisclosed environmental conditions; tampering; unauthorized repairs or modifications; accidental or intentional damage or acts of God. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PARTY TO ASSUME FOR SELLER ANY OTHER OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THIS AGREEMENT.

L) Limitation of Liability – Seller's total aggregate liability on any claims for loss or liability arising out of or related to this Agreement (including, without limitation, loss or liability arising from negligence, warranty, contract, strict liability or operation of law) shall in no case exceed the purchase price paid for the affected Products. IN NO EVENT SHALL SELLER BE LIABLE FOR OR OBLIGATED IN ANY MANNER TO PAY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR PRODUCTION, INSTALLATION/DEINSTALLATION COSTS, PLANT DOWNTIME, LOSS OF USE OF PRODUCTIVE FACILITIES OR EQUIPMENT, RECORDS OR DATA, PROPERTY DAMAGE, PERSONAL INJURIES, OR GOVERNMENTAL FINES OR PENALTIES, WHETHER SUFFERED BY BUYER OR ANY THIRD PARTY.

M) Indemnification – Buyer shall indemnify, defend and hold harmless Seller, its affiliates and their respective directors, officers, members, employees, agents, contractors, successors and assigns from and against all losses, damages, expenses, claims, demands, suits, judgments, penalties, and costs of any kind whatsoever, including legal fees and expenses arising out of this Agreement or Buyer's use, acts or omissions in connection with any Products.

N) Assignment – Any assignment or attempted assignment of this Agreement, in whole or in part, without the prior written consent of Seller shall be void. Seller may assign any of its rights, liabilities and obligations arising out of this Agreement without prior written notice to Buyer and without Buyer's written consent.

O) Publicity – Unless otherwise instructed by the Buyer, required by law or regulation, Seller reserves the right to publish or make public the Buyer's name and information of the Seller's scope of work as related to this Agreement in presentations, conferences, press release, and other media.

P) Governing Law and Forum – This Agreement is made under and shall be governed in all respects by the Laws of the State of New York and the Laws of the United States of America applicable therein. Buyer hereby agrees to the exclusive jurisdiction of the courts of New York for the purposes of resolving any dispute arising under or in connection with this Agreement and irrevocably waives, to the fullest

extent permitted by law, any objection which Buyer may now or hereafter have to any such proceedings.

Q) Entire Agreement – The headings in this Agreement are inserted for convenience only and shall not be used in the interpretation hereof. Any rule or principle of contractual construction that would otherwise require any aspect of this Agreement to be interpreted against the party primarily responsible for its drafting shall not be employed in the interpretation hereof. This Agreement may only be amended by a written document signed by Seller. No waiver of any provision of this Agreement, or of a breach hereof, shall be effective unless it is in writing and signed by Seller. No waiver of a breach of this Agreement (whether express or implied) shall constitute a waiver of a subsequent breach. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of them, in whole or in part, shall not affect the validity or enforceability of the remaining provisions of this Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the Products.

R) English Language – The parties hereto agree that this Agreement and any related documents or notices be drafted and executed in the English language.

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Software License Agreement

IMPORTANT - YOU SHOULD READ THIS AGREEMENT CAREFULLY BEFORE USING THIS SOFTWARE. BY (i) PROCEEDING WITH AN ORDER FOR SOFTWARE, AND/OR INSTALLATION OR UPGRADE OF THE SOFTWARE, AFTER RECEIVING A COPY OF THIS DOCUMENT; OR (ii) CLICKING *"I Accept the Terms of the License Agreement*," DURING INSTALLATION OF THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO ABIDE BY ITS TERMS AND CONDITIONS.

This is a software license agreement ('License Agreement') between you ('you' or 'Licensee') and Survalent Technology Inc. ('Survalent') for use of the software provided by Survalent ('Software'). This is not an agreement for sale of the Software. This is a license agreement only. Please read the terms and conditions of this License Agreement before using the Software. By verifying and/or using the Software, you are agreeing to be legally bound by this License Agreement and the terms and conditions set out below.

This agreement incorporates by reference Survalent's **Sales Terms and Conditions** and **Support and Maintenance Terms and Conditions** (if applicable).

LICENSE: In consideration of the Licensee's payment of the relevant fees to Survalent, Survalent grants the Licensee a limited, non-exclusive, non-transferable license to use the Software, program copies, documentation, and related materials (collectively, the 'Licensed Material') developed by Survalent solely in accordance with the terms and conditions set out in this License Agreement. It does not give the Licensee the right to own the Licensed Material.

You acknowledge and agree that as between the parties, Survalent retains the title to its Licensed Material, and all intellectual or industrial property rights therein, including any updates, new releases, modifications or enhancements, whether or not made or authorised by Survalent. All rights not expressly granted to the Licensee are reserved and retained by Survalent.

BUNDLED SOFTWARE LICENSE INFORMATION: The Licensee might also receive Software produced by other companies as part of a 'bundle' of Software ('Bundled Software'). This Software might have been included in the Survalent product to enhance features and capabilities. Bundled Software is provided under license from the original manufacturer. In the absence of a discrete license from the manufacturer to the customer, the Licensee is permitted to use the Bundled Software under the same terms as this license from Survalent. The Licensee agrees to be legally bound by the provisions of this license for use of any and all Bundled Software included with the Software that does not have its own license included in its packaging. Under the provisions of this Survalent license agreement, 'Bundled Software' is included in the terms 'Licensed Material' and 'Software'.

USE LIMITATIONS:
This Software is designed to be used on a computer system and/or network. You may only:

a) Use the Software in the format specified in your purchase documents;
b) Access the version of the Software provided by Survalent under this License Agreement on one (1) network.

You must not:

a) Copy, resell, distribute or transfer all or any part of the Software or Licensed Material;
b) Provide access to the Software or Licensed Material to any person other than your personnel who reasonably require access to the Software and Licensed Material;
c) Attempt to disassemble, decompile or otherwise reverse engineer or reverse compile the Software;
d) Alter, customize, modify or create derivative works of the Software or Licensed Material; or
e) Remove, obliterate or alter any proprietary notice on the Software or Licensed Material.

You may make one (1) copy of the Software solely for system back-up, emergency start-up, disaster

recovery and security purposes. Such copy must be externally labelled as Licensed Material, and must contain all proprietary notices.

UNAUTHORIZED USE: The Licensee shall notify Survalent immediately if the Licensee becomes aware of any unauthorized use of the whole or part of the Software by any person.

SERVICES: This License Agreement applies to any services provided by Survalent in connection with the Software, including deployment, installation, configuration or other services, and to any updates, new releases, modifications or enhancements to the Software provided by Survalent.

SOFTWARE UPDATES AND UPGRADES: Vendor may make software updates or upgrades available for download from time to time. Access to such updates or upgrades is provided only during an active support period. During the applicable warranty period, updates will be made available solely as necessary to correct covered software defects. Outside of an active support period, software updates or upgrades are not made available.

This clause addresses only the availability of software releases and does not create any obligation to provide ongoing maintenance, support, or professional services.

EFFECTIVE DATE AND TERMINATION: The license is effective on the date the Licensee acquires the Licensed Material, and will remain in force until terminated in accordance with its terms. Upon termination, all Licensed Material is to be destroyed or returned postage prepaid to Survalent.

Survalent may terminate this License Agreement immediately on written notice on the happening of one of the following events:

a) Your unremediable breach or threatened unremediable breach of any of your obligations under this License Agreement;
b) Your unremedied breach or threatened breach of any of your obligations under this License Agreement after having been given thirty (30) days written notice to remedy such breach;
c) The occurrence of any of the following events with regard to your affairs: (i) any step is taken to enter into any scheme of arrangement with creditors,(ii) any step is taken to appoint a receiver or manager, a liquidator, an administrator or other like person, (iii) the suspension of debts generally, or (iv) you are deemed insolvent;
d) Your merger or takeover by another party.

Upon termination of this License Agreement for any reason, you must immediately cease using the Software and Licensed Materials and destroy or return to Survalent all copies of the Software and Licensed Materials in your possession or control.

RESPONSIBILITIES: Survalent guarantees that its Software, when correctly used, substantially comply with the technical specifications given in the documentation. The Licensee has nonetheless been notified and specifically agrees that with the present state of technology, it is impossible to guarantee that the Software is completely error-free, and that Survalent cannot guarantee that its Software will operate without interruption or is compatible with all equipment or configurations. The Licensee is therefore responsible for taking all appropriate steps to reduce, insofar as possible, the consequences of any incident or operating interruption, in particular by notifying Survalent of any problem in a timely fashion. The Licensee is also responsible for the use of the Software, and the qualification and competence of its personnel.

LICENSEE AGREES TO BACKUP REGULARLY ALL FILES GENERATED BY THE LICENSED MATERIAL, TO ELIMINATE CATASTROPHIC LOSS OF DATA. Survalent shall not be responsible for any costs, loss or damage associated with loss of data, recreating data, substitute equipment or programs, claims by third parties or similar costs.

By using the Software the Licensee agrees to accept all risk associated with its use and agrees to indemnify Survalent against all and any recourse by any third party. Survalent and/or its associates, employees and agents will not be held responsible for any loss, whether direct, indirect or consequential, real or imagined, past, present or future, resulting from the use of the Software by the Licensee or by any person or entity related to the Licensee including their customers.

In no case shall the liability of Survalent exceed the amount of the purchase price of the Software. To the fullest extent permitted by law, Survalent's excludes:

a) Any term, condition or warranty that may otherwise be implied by custom, law or statute;
b) Any liability for loss caused by the negligence of Survalent; and
c) Any liability for any loss or damage suffered by a party or any other person that is indirect or consequential, including but not limited to loss of revenue, loss of income, loss of business, loss of profits, loss of goodwill or credit, loss of business reputation, loss of use, loss of time, loss of interest, damage to credit rating or loss or denial of opportunity.

Some countries and states do not allow the exclusion of implied warranties, terms or conditions, so the above exclusions may not apply to you. In that case the following statements apply to the fullest extent permitted by law:

If Survalent is liable for a breach of a term, condition or warranty described above, its liability is, to the fullest extent permitted by law, limited to any one or more of the following as Survalent determines in its absolute discretion:

a) In relation to goods:
    (i) replacing or repairing the goods;
    (ii) supplying an equivalent item of the goods;
    (iii) paying the cost of replacing or repairing the goods; or
    (iv) paying the cost of acquiring or hiring equivalent goods; and
b) In relation to services:
    (i) the re-supply of the services; or
    (ii) the payment of the cost of having the services re-supplied.

PRIVACY & CONFIDENTIALITY OPT IN/OPT OUT: The Licensee acknowledges that Survalent may collect and store information relating to the Licensee's Software database, graphics and configuration preferences. Survalent uses the information it collects for providing customer support services, upgrading Software, Software revisions and to improve Software quality and delivery, and staff training. Survalent warrants that only authorised personnel will have access to this information

Survalent supports the Licensee's right to privacy and confidentiality. The Licensee may provide written notice to Survalent opting out of any information collection by Survalent. Upon receipt of such written notice, Survalent will remove the Licensee's information from the database within ten (10) business days.

ADVERTISING: Unless the Licensee specifically objects in writing, Survalent has the right to give the Licensee's name in its list of references of the Software and to publish this list.

GOVERNING LAW AND SEVERABILITY: The license shall be governed and construed in accordance with the laws of the United States of America and the State of New York. Furthermore it is understood that this agreement shall be treated as though it were executed in New York and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the competent jurisdiction of the State of New York. If for any reason, a court of competent jurisdiction finds any provision or portion of this agreement unlawful, void, or for any reason unenforceable, it shall be deleted and shall in no way affect the enforceability of any other provisions of this agreement.

By (i) proceeding with an order for Software and/or installation or upgrade of the software, after receiving a copy of this document, or (ii) clicking "*I Accept the Terms of the License Agreement*," during installation of the Software, you acknowledge that you have read and understand this License Agreement and agree to abide by its terms and conditions. You also agree that except as expressly stated this License Agreement is the complete and exclusive agreement between us concerning the Software and supersedes all prior agreements, proposals or communications, verbal or written between us relating to the subject matter in this License Agreement. This License Agreement may be amended only in writing signed by both parties.

Survalent.

SURVALENT TECHNOLOGY INC.
SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

These Support and Maintenance Terms and Conditions, including the Service Level Agreement ("SLA"), set out the basis on which Survalent Technology Inc. ("Survalent") shall provide support and maintenance services to the Client.

1 Definitions: The following terms have the meanings set forth below whenever they are used:

"Agreement"	The Support and Maintenance Terms and Conditions
"Contract"	A contract for the supply by Survalent and purchase by Client of Support and Maintenance in accordance with this Agreement which shall become effective upon Survalent's acceptance of an Order in accordance with Clause 2.1. The Contract shall be comprised of the Order Acknowledgement, this Agreement and the Order plus any other documents specifically referenced and incorporated therein.
"Documentation"	The applicable end user manuals, training material and other information made available by Survalent to Client at its discretion in either printed or machine-readable form with respect to the Software.
"Hardware"	The equipment used by the Client to operate the Software.
"Hardware Specification"	The minimum technical specification and configuration that must be met by the Hardware in order to ensure the correct operation of the Software, as set out in the Documentation.
"Hot fix"	A software patch on a part of the Software containing a quick-fix remedy to an urgent Issue, and does not undergo the same quality procedures as a regular Update due to the time constraints involved.
"Issue"	The failure of the Software to comply with a reasonable interpretation of its Documentation.
"License"	The license under which the Client may use the Software granted under terms and conditions as applied at the time of such license grant.
"License Fee"	The fee paid by Client to Survalent in respect of its License to use the Software.
"Maintenance"	The provision of Software Hot fix, Updates and Upgrades in accordance with the SLA
"Order"	Client's purchase order for Support and Maintenance, which references the applicable Quote and is subject to this Agreement.
"Order Acknowledgement"	Survalent's written (including email) acknowledgement of Client's Order.
"Quote"	A written quotation for the provision of Support and Maintenance, as confirmed in the Order Acknowledgement, and which specifies: i) the name of the Software to be supported; and ii) the Support and Maintenance Fee
"SLA"	The service level agreement set out in Schedule A hereto.

"Software"	The software licensed by Survalent to Client under the License and supported under the Contract, as set out in the Order Acknowledgement, and including all Hot fixes, Updates and Upgrades supplied to Client under the Contract.
"Support"	Those activities relating to the collection and evaluation of data relating to Issues, establishing the work-arounds and the provision of software fixes to resolve such Issues in accordance with the SLA.
"Support and Maintenance Fee"	The fee payable by Client to Survalent in respect of the provision of Support and Maintenance for the Software, as set out in the Quote, or as calculated in accordance with Clause 3.2 and Clause 3.5.
"Third Party Software"	Software that is developed and supplied by parties other than Survalent, and in conjunction with which the Software will operate, as set out in the Documentation.
"Update"	A release of the Software containing fixes to one or more Issues, and potentially some minor enhancements to the Software functionality.
"Upgrade"	A release of the Software providing significant enhancements to the Software functionality.
"Working Day"	A day from Monday to Friday excluding Canada's statutory and bank holidays.

2 Contract:

2.1 Upon receipt of a Quote, Client may accept the Quote by submitting an Order referencing the Quote. Survalent shall check the Order to ensure that it is consistent with the Quote and this Agreement and shall issue an Order Acknowledgement. Survalent's issue of an Order Acknowledgement shall create a binding Contract for the supply and purchase of Support and Maintenance, as set out in the Order Acknowledgement.

2.2 Any terms and conditions in addition to, or at variance with, this Agreement contained within Client's Order shall be void and of no effect unless Survalent incorporates them expressly in the Special Conditions.

2.3 The Special Conditions (if any) shall take precedence over the provisions of this Agreement, which they expressly amend or remove. Subject to the foregoing, in the event of any conflict, this Agreement shall take precedence over any Order Acknowledgement.

2.4 The order of precedence of the documents making up the Contract shall be as follows (highest first): a) the Special Conditions; b) this Agreement; c) the remainder of the Order Acknowledgement relating to Support and Maintenance (other than the Special Conditions); and d) the Order.

2.5 In the event that Client does not wish to proceed with an Order subject to this Agreement, it may cancel the corresponding Contract without liability, provided it notifies Survalent of such in writing (to include by email) within three (3) working days of receipt of the corresponding Order Acknowledgement. After this period, any Contract may only be terminated in accordance with the provisions of Clause 9.2.

2.6 Survalent may increase the annual Support and Maintenance Fee with at least thirty (30) days prior written notice to Client. Such increases shall apply to subsequent additional Support and Maintenance services purchased during an ongoing Support period as well as subsequent renewal of the Support and Maintenance Contract.

3 Support and Maintenance:

3.1 Subject to the terms and conditions of the Contract, and for the duration set out in the Order Acknowledgement, Survalent shall provide Support and Maintenance in respect of the Software.

3.2 The Support period Effective Date either begins (i) at the date the Software was purchased or (ii) at the date the Software license was activated or (iii) at the renewal date of the expiration of the previous Support period or (iv) at the renewal date of a multi-year Support Contract. Support must be purchased within one (1) month after expiration of the previous Support period. In the event the Support had expired beyond the one (1) month period, an additional out of compliance fee will be determined and charged to Client to bring Support level current to start the new Support period.

3.3 Survalent shall not be obliged to provide Support and Maintenance if undisputed payment of the Support and Maintenance Fee by Client is overdue.

3.4 In consideration for the payment of the Support and Maintenance Fee, Survalent shall:

a) Respond to Issues in accordance with the provisions of the SLA;

b) Supply Support and Maintenance only to Client's designated personnel;

c) Promptly notify and make available to Client all new Updates of the Software (and associated Documentation) for use by Client only in accordance with the terms of the License Agreement;

d) Respond to reasonable queries from Client.

3.5 In the event that Client chooses to remain on an Upgrade release of the Software that is not current or not the immediately preceding Software version, Survalent may, at its discretion and subject to written agreement with Client, continue to provide Support and Maintenance on such older Software in consideration of an increased Support and Maintenance Fee to be determined.

3.6 Survalent shall advise Client through the support portal of all new Upgrades of the Software, and shall, at Client's request and upon payment of the corresponding fee (if any), make such Upgrades (and associated Documentation) available for use by Client.

3.7 In order to permit delivery of Hotfixes, Updates and Upgrades, the Client should have access to the internet. Survalent accepts no liability for any loss or damage or delays in access to Updates and Upgrades arising from Client's failure to obtain such access.

3.8 Upon request, Client shall ensure that Survalent's support personnel are provided with the appropriate approvals, access information and remote electronic access to the Software, or physical access to the computer equipment on which the Software is installed if in Survalent's reasonable opinion such physical access is necessary, for the purpose of investigating or rectifying reported Issues. In the event of Client providing such access but without the appropriate approvals, or in the event of Client not providing such access, Client shall not seek any action or remedy from Survalent in association with any loss or damage to Client arising from such unauthorized access or lack of access.

3.9 Survalent shall not be obliged to continue to provide Support in respect of the relevant Issue if Client cannot provide or obtain such approvals, information and access set out in Clause 3.8 above.

3.10 Survalent may supply Support and Maintenance itself or by its appointed agents. Survalent will remain fully responsible for the delivery of the Support and Maintenance to Client.

3.11 The provision of Support is limited to (i) the current version and (ii) the immediately preceding version of the Software. It is the Client's responsibility to review Survalent's customer support portal to determine whether the Client's current Software version qualifies for Support. Furthermore, Client can get proactive notification of Updates and Upgrades by subscribing to Survalent's support portal notification service.

3.12 Survalent shall be under no obligation to provide Support in respect of:

a) Issues resulting from any modifications or customization of the Software not made by Survalent.

b) Incorrect or unauthorized use of Software or operator error where such use or operation is not in

accordance with the Documentation;

c) Recreation or re-entry of data lost for any reason whatsoever;

d) Performance of the generalized duties of a network administrator;

e) Any programs used in conjunction with the Software;

f) Faults in the Hardware;

g) Faults in the Third-Party Software; and

h) Use of the Software with computer hardware, operating systems or other supporting software other than the Hardware and the Third-Party Software.

3.13 Survalent shall notify Client in writing as soon as Survalent is aware that any Issue is not covered by Clause 3.4 and/or if such Issue is covered by Clause 3.12 and any time spent by Survalent investigating such Issues at Client's request after such notification will be chargeable at Survalent's labor and material rates at the time of the request. Survalent shall invoice such charges at Survalent's discretion and such shall be paid within 30 days from the date of said invoice.

4 Client's Cooperation and Obligations:

4.1 Client shall provide cooperation and support to Survalent in Survalent's efforts to deliver the Support and Maintenance service. Such cooperation and support shall include, but not be limited to:

a) A reasonable level of responsiveness to Survalent's requirements and communications;

b) The timely transmittal and release to Survalent of appropriate and accurate documentation, information and materials in respect of reported Issues;

c) Granting to Survalent remote access to the Hardware on which the Software is installed if required for the provision of effective Support;

d) Make available competent Client's personnel to assist Survalent when and to the extent as is reasonably requested by Survalent;

e) The use of the Software only in accordance with the relevant Documentation and any License Agreement.

4.2 Client shall:

a) Ensure that the Software is managed in a proper manner and that all persons with administrative authority over the Software shall be competent trained employees or shall be persons under their supervision;

b) Use the latest Update or Upgrade of the Software made available to it by Survalent; and

c) Copy and use the Software, Updates, Documentation and all other materials provided hereunder only in accordance with the terms of the Licence Agreement;

d) Keep adequate backup copies of data, databases, and application programs and agrees that Client is solely responsible for any and all restoration and reconstruction of lost or altered files, data and programs.

4.3 Client agrees that if Client does not perform Client's obligations under the Contract and such non-performance affects Survalent's ability to perform, Survalent shall not be considered in default under the Contract to the extent so affected.

5 Personnel:

5.1 In the event that Survalent visits Client's premises, Client shall advise Survalent's staff, agents or subcontractors of all rules, regulations and practices with which they should comply while on those premises. Survalent's staff, agents and subcontractors shall comply with such rules and regulations

whenever they are on Client's premises. Client shall take reasonable precautions to ensure the health and safety of Survalent's staff, agents and sub-contractors while they are on Client's premises.

5.2 Without in any way restricting the right of an employee freely to accept employment and change employment, if either party (the "Hiring Party") induces the other party's employee engaged in the delivery of Support or Maintenance or the development or integration of the Client Software to enter its service at any time during the term of the Contract or during a period of six months thereafter then the Hiring Party shall pay to the other party an amount being equivalent to fifty percent (50%) of the employee's net annual salary such sum being a genuine pre-estimate of the cost of the disruption that such inducement would cause to the efficient conduct of the affected party's business.

6 Fees & Payment:

6.1 Survalent may invoice the Support and Maintenance Fee at least sixty (60) days before the Effective Date.

6.2 Payment from Client must be received by Survalent prior to the beginning of a renewal period to maintain continuous Support and Maintenance service.

6.3 Client shall be liable for any other agreed upon fees, any national, federal, value added, sales, excise, tariff, state, local or other taxes or customs duties applicable. For the avoidance of doubt, should Client be required by any law or regulation to make any deduction on account of tax including but not limited to Withholding Tax or otherwise on any sum payable under the Contract the sum payable shall be increased by the amount of such tax to ensure that Survalent receives a sum equal to the amount to be paid under the Contract.

6.4 Survalent may charge Client pro rata interest at the maximum rate permitted by law on any undisputed sum outstanding payable to Survalent. Client shall notify Survalent in writing within ten (10) days of receipt of an invoice that the invoice is in dispute.

6.5 In the event that Client purchases additional Software, including but not limited to the purchase of new Upgrades in accordance with Clause 3.6, the Support and Maintenance Fee may be adjusted to account for the additional Software support.

7 Warranty:

7.1 Subject to the limitations upon its liability in Clause 8, Survalent warrants to Client that all services supplied under the Contract will be carried out with reasonable skill and care by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.

7.2 Save as expressly provided in Clause 7.1 of this Agreement, Survalent specifically excludes, and without limitation, all other conditions, warranties, representations or other terms relating to the Contract including any warranties that might otherwise be implied or incorporated into the Contract, such as those of satisfactory quality, fitness for a particular or any purpose, or ability to achieve any particular result.

7.3 In the event that Client believes the warranty in Clause 7.1 has not been met on any occasion, Client shall promptly notify Survalent according to the escalation process set out in the SLA, providing all details that may be necessary for Survalent to remedy the breach, and Survalent shall use all its reasonable endeavours to remedy such breach (either by itself or through a third party).

8 Limitation of Liability:

8.1 Survalent's total maximum aggregate liability on any claims for loss or liability arising out of or related to the Contract (including, without limitation, (i) loss of, damage to or corruption of data, (ii) loss of use, (iii) loss or liability arising from negligence, warranty, contract, strict liability or operation of law) shall in no case exceed the Support and Maintenance Fee paid by Client during the twelve (12) month period immediately prior to Client's claim in respect of the Support and Maintenance that is the subject of such claim.

8.2 Survalent hereby excludes all liability that Survalent has not expressly accepted in the Contract. These limitations will apply regardless of the form of action, whether under statute, in contract, tort, including negligence, or any other form of action. For the purposes of this Clause 8, “Survalent” includes Survalent’s employees, sub-contractors, licensors and suppliers who shall therefore have the benefit of the limits and exclusions of liability set out in this Clause.

8.3 No action, regardless of form, arising out of transactions occurring under or contemplated under the Contract may be brought by either party more than one (1) years after the cause of action has accrued.

8.4 Client shall have no remedy in respect of any representation (whether written or oral) made upon which Client relied in entering into the Contract (“Misrepresentation) and Survalent shall have no liability to Client other than pursuant to the express terms of the Contract.

8.5 IN NO EVENT SHALL SURVALENT BE LIABLE FOR OR OBLIGATED IN ANY MANNER TO PAY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR PRODUCTION, INSTALLATION/DEINSTALLATION COSTS, PLANT DOWNTIME, LOSS OF USE OF PRODUCTIVE FACILITIES OR EQUIPMENT, RECORDS OR DATA, PROPERTY DAMAGE, PERSONAL INJURIES, OR GOVERNMENTAL FINES OR PENALTIES, WHETHER SUFFERED BY CLIENT OR ANY THIRD PARTY.

9 Duration & Termination.

9.1 Each Contract shall become effective on the Effective Date and shall continue for a period of twelve (12) months, unless and until terminated in accordance with the provisions of Clauses 2.5 or 9.2.

9.2 Either party (“the Initiating Party”) may forthwith terminate the Contract at any time:

a) On giving written notice to the other party if the other party commits any material breach of any term of the Contract and in the case of a breach which is reasonably capable of remedy fails to remedy that breach to the reasonable satisfaction of the Initiating Party within thirty (30) days of a written request to remedy the same; or

b) On giving written notice to the other party if the other party has filed for bankruptcy. As used in this section 9.2 b), the term "bankruptcy" shall mean (i) apply for or consent to the appointment of, or the taking of possession by a receiver, custodian, trustee or liquidator of itself or of all or substantially all of its assets, (ii) commence a voluntary case under applicable bankruptcy laws (as now or hereafter in effect), (iii) be adjudicated as bankrupt or insolvent, (iv) file a petition seeking to take advantage of any other law providing for relief of debtors, or (v) acquiesce to, or fail to have dismissed within sixty (60) days, any petition filed against it in any involuntary case under such bankruptcy laws.

9.3 The expiry of the Contract or the termination thereof for whatever reasons shall be without prejudice to any other rights or remedies a party may be entitled to under law and shall not affect the respective rights and liabilities of either of the parties accrued prior to such termination.

10 Intellectual Property:

Survalent is the owner or licensee of the patent, copyright, trade secrets, trademarks and any other intellectual property rights which exists in the Hotfixes, Updates and Upgrades. Title to the Hotfixes, Updates and Upgrades shall remain vested in Survalent. For the avoidance of doubt title and all intellectual property rights to any design, new software, new protocol, new interface, enhancement, update, derivative works, revised screen text or any other items that Survalent creates shall remain vested in Survalent. Any rights not expressly granted herein are reserved to Survalent.

Survalent.

11 Confidentiality:

11.1 Confidential Information shall be defined as any information (whether disclosed in oral, written or electronic form) belonging or relating to Survalent's or Client's business affairs or activities and which: (i) has been marked as confidential or proprietary, (ii) has been identified orally or in writing as being of a confidential nature, or (iii) may reasonably be supposed to be confidential in the circumstances.

11.2 Each party undertakes that for a period of five years from the date of disclosure it will not, without the prior written consent of the other party, use, disclose, copy or modify the other party's Confidential Information (or permit others to do so) other than is necessary for the performance of its rights and obligations under the Contract. Each party hereby agrees that it shall treat the other's Confidential Information with the same degree of care as it employs with regard to its own Confidential Information of a like nature and in any event in accordance with best current commercial security practices, disclosing such Confidential Information only to those of its employees, consultants and bona fide professional advisers who need to have such information for the purposes of the Contract, and ensuring that such employees, consultants and professional advisers shall be bound by the same confidentiality obligations as are set out in this clause.

11.3 The provisions of Clause 11.2 shall not apply to: a) any information in the public domain otherwise than by breach of the Contract; b) information lawfully in the possession of the receiving party thereof before disclosure by the disclosing party; c) information lawfully obtained without restriction from a third party; and d) information required to be disclosed by a court of competent jurisdiction, governmental body or applicable regulatory authority provided that the party under such duty to disclose shall use all reasonable endeavours to give the other party as much prior notice of such disclosure as is reasonably practicable and permitted by law.

11.4 Each party may publicize its involvement with the other party.

11.5 If the Contract is terminated, each party shall, at the other party's option, return or destroy all Confidential Information of the other party.

12 Assignment:

Either party may assign the Contract or otherwise transfer any rights or obligations under the Contract with the other party's prior written consent, such consent not to be unreasonably withheld.

13 Force Majeure:

Neither party is responsible for failure to fulfil its obligations hereunder due to causes beyond its reasonable control that directly or indirectly delay or prevent its timely performance hereunder. Dates or times by which each party is required to render performance under the Contract shall be postponed automatically to the extent that the party is delayed or prevented from meeting them by such causes.

14 Notices:

All notices made pursuant to any Contract must be made in writing. Any written notice to be given or made pursuant to the provisions of any Contract shall be sent postage prepaid by registered, or recorded mail, or reputable courier service, or by email, addressed to the other party's address or information stated above. Unless otherwise provided in the Contract, all notices shall be deemed as given on the day of their receipt by the receiving party.

15 Entire Agreement:

The Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous representations, agreements and other communications between the parties, both oral and written. The Contract shall prevail notwithstanding any variance with the terms and conditions of any order or purchase order submitted by Client.

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16 Survival:

The following clauses shall continue to be in effect after the termination or expiration of the Contract: 1, 5.2, 6, 7, 8, 9.3, 10, 11, and 14 - 18 inclusive.

17 General:

If any provision of the Contract is adjudged by a court of competent jurisdiction to be invalid, void, or unenforceable, the parties agree that the remaining provisions of the Contract shall not be affected thereby, and that the remainder of the Contract shall remain valid and enforceable. No waiver by either party of any term hereof shall constitute a waiver of any such term in any other case whether prior or subsequent thereto. No single or partial exercise of any power or right by either party shall preclude any other or further exercise thereof or the exercise of any such power or right under the Contract. The Contract may not be changed, modified, amended, released or discharged except by a subsequent written agreement or amendment executed by duly authorised representatives of Survalent and Client.

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Schedule A

Service Level Agreement

A) Issue Reporting.

Clients must report Issues to Survalent in the following ways:

E-mail	support@survalent.com
Customer Online Support Portal	www.survalent.com (Click on Support) • Login username & password will be provided to Client by the Effective Date
Phone	US/Canada: +1 (855) 402-2600 Colombia: +57 (04) 609-1224 Peru: +51 (01) 730-6751 International: +1 (905) 285-2247

All Issues will be logged as support cases and can be tracked by Client via the online support portal. The response and resolution times set out below shall only apply to Issues logged via Survalent's support e-mail, online customer support portal, or by phone numbers noted above. **If any other methods of communication, not listed above, is used to communicate information relating to a support Issue, response and resolution times may be compromised.**

B) Support Time / Hours.

Survalent will provide telephone support for reporting, correcting and resolving issues within the timeframes set forth herein. Survalent will maintain records of all reported Issues made by Client personnel.

Telephone support will be available to Client during business hours from Monday to Friday, between 08:00 hrs and 18:00 hrs (ET). Support will be available during non-business hours (NBH), including holidays, for Clients with NBH Support service option in their Contract.

Survalent observes **Canadian and Ontario** statutory and banking holidays. The list of Survalent's holidays:

Family Day (3rd Monday of February)	Thanksgiving Day (Third Monday in October)
Good Friday (Friday before Easter)	Christmas Eve (December 24)
Victoria Day (Monday before May 25)	Christmas Day (December 25)
Canada Day (July 1)	Boxing Day (December 26)
Civic Holiday (First Monday in August)	New Year's Eve (December 31)
Labour Day (First Monday in September)	New Year's Day (January 1)

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C) Issue Categories / Response Time.

Issues will be categorised as set out below by Survalent in Survalent's reasonable opinion at the time each Issue is reported:

Priority	Description	Response Time Business / Non-Business Hours
Urgent	Classified as a serious issue that affects System functionality, performance, or stability that results in the loss or failure of the System or a significant component, and so impacts the overall operation of the System, and therefore must be addressed immediately.	• Bronze – 6 hours / 12 hours • Silver – 4 hours / 6 hours • Gold – 2 hours / 4 hours • Platinum – 1 hour / 2 hours • Titanium – 1 hour / 2 hours
High	Classified as an important issue that affects System functionality, performance, or stability but does not impact the overall operation of the System, but nevertheless must be addressed quickly	• Bronze – 12 hours / 24 hours • Silver – 8 hours / 16 hours • Gold – 4 hours / 8 hours • Platinum – 2 hours / 4 hours • Titanium – 2 hours / 4 hours
Medium	Classified as a minor issue which affects a component of the System, but which does not affect the operations, performance, or stability of the System, and so can be addressed over a longer time period	• Bronze – 24 hours / 48 hours • Silver – 12 hours / 24 hours • Gold – 8 hours / 16 hours • Platinum – 4 hours / 8 hours • Titanium – 4 hours / 8 hours
Low	Classified as an information request/documentation issue, which does not affect System software/hardware functionality, and so can be addressed over a longer time period.	• Bronze – 48 hours / 96 hours • Silver – 24 hours / 48 hours • Gold – 12 hours / 24 hours • Platinum – 8 hours / 16 hours • Titanium – 8 hours / 16 hours

Severity	Description	Resolution Target
Critical	Classified as a serious issue that affects System functionality, safety, performance, or stability that seriously compromises the operation of the System.	Survalent will use best efforts to resolve the Issue during and after business hours to provide a resolution or workaround. If the resolution requires a software fix, the fix will be provided in a subsequent Hot Fix, Update, or Upgrade.
Major	Classified as an important issue that affects System functionality, safety, performance, or stability but does not impact the overall operation of the System.	Survalent will use best efforts to resolve the Issue during business hours to provide a resolution or workaround. If the resolution requires a software fix, the fix will be provided in a subsequent Hot Fix, Update, or Upgrade.
Minor	Classified as a minor issue that does not affect System functionality, performance, or stability, such as cosmetic issues that are considered important that do not affect operation of the System.	Survalent will provide initial response during normal business hours. Survalent will suggest a workaround if appropriate. If the resolution requires a software fix, the fix will be provided in a subsequent Hot Fix, Update, or Upgrade.

Survalent.

Note: Response time may rollover to next business day hours depending on time of received request. Survalent shall use its reasonable efforts to respond and resolve Issues during the timeframes noted. The current status of the Issue can be viewed via Survalent customer online support portal.

Survalent shall use its reasonable efforts to respond and resolve Issues during the timeframes noted. The current status of the Issue can be viewed via Survalent customer online support portal.

D) Escalation.

In the event that the Client has concerns regarding the Survalent's progress with a particular issue or with any other matter regarding the delivery of Support and Maintenance, the Client may raise such concerns with Survalent according to the following escalation path:

a.	Manager Customer Support – Jesus Rafael De La Fuente Acosta	jacosta@survalent.com	(905) 285-9491
b.	VP Customer Success – Gustavo Maragno	gmaragno@survalent.com	(905) 285-2258

E) Upgrades, Updates and Hot fix process

Where an Upgrade, Update or Hot fix is used to remedy an Issue, it is the responsibility of the Client to ensure that this release resolves the Issue and that the Client is satisfied to continue with this release until a future Update, Upgrade or Hot fix is available. If the Client finds that the Upgrade, Update or Hot fix does not resolve the Issue to an acceptable level then the Client is free to revert back to their previous version of the software and shall notify Survalent of such. Survalent shall then create a new Issue, which shall be resolved in accordance to the Clause C above.

PURCHASER: _____

PRINT _____

NAME: _____

TITLE: _____

SELLER: SURVALENT TECHNOLOGY INC.

PRINT _____

NAME: _____

TITLE: _____

Control your critical network operations with confidence

With Survalent, you can control your critical network operations with confidence. We're the most trusted provider of advanced distribution management systems (ADMS) for electric, water/wastewater, gas, and transit utilities across the globe.

Over 500 utilities in 30 countries rely on the SurvalentONE platform to effectively operate, monitor, analyze, restore, and optimize operations. By supporting critical utility operations with a fully integrated solution, our customers have significantly improved operational efficiencies, customer satisfaction and network reliability.

Our unwavering commitment to excellence and to our customers has been the key to our success for over 50 years.

"Thanks again for all the work, explanation, advice and assistance. The expertise and advice on our configuration is much appreciated.
Your willingness to anticipate our needs and help us avoid traps we wouldn't otherwise be aware of is invaluable to us"

- Hydro One Brampton

Survalent.

info@survalent.com ▪ survalent.com ▪ 905-826-5000

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From: City of Ocala - Contracting Officer
To: Brittany Craven; Shayatta J. Roberts; Daphne Robinson; Megan Dugan; Contracts; Eileen M. Marquez; Louis Joseph; Ashley Presley; David C. Williams; Patricia Lewis
Subject: Your policy exception has been approved.
Date: Monday, January 12, 2026 9:54:49 AM

Your policy exception has been **approved**.

Approval Comments: drobinson@ocalafl.org
After speaking with Christopher Ramos, Director of Information Technology, this exception seeks upgrades to the City's existing supervisory control and data aquisition (SCADA) software solution with Survalent Technology Corporation. The City has utilized the Survalent SCADA system since 2013. The City has an ongoing need for this solution, the outlined enhancements, additional modules and maintenance and support package. It is in the City's best interest to utilize Survalent's solution to supply these services to maintain performance, consistency, and compatibility. PLEASE CREATE A MUNIS CONTRACT SO THAT EXPENDITURES CAN BE EFFECTIVELY TRACKED. PLEASE ENSURE THAT THIS EXCEPTION REQUEST IS ATTACHED TO THE MUNIS CONTRACT. BECAUSE THIS ACQUISITION WILL EXCEED $50,000, PLEASE SCHEDULE FOR A COUNCIL AGENDA.

Procurement/Contract/P-Card Exception

Select exception type: Procurement

Reason for procurement exception: Policy Exception for Best Value/Approach

Ocala Electric Utility (OEU) respectfully requests to authorize the extension and expansion of Supervisory Control and Data Acquisition (SCADA) software services with Survalent Technology Corp., as outlined in the attached proposal. This request is supported by documented operational necessity, prior competitive solicitation efforts, detailed technical evaluation, and the strategic importance of maintaining continuity with OEU's existing SCADA platform.

OEU currently operates Survalent's SCADA system as the core platform for real-time monitoring and control of its electric distribution infrastructure. The system was originally procured through a competitive RFP process and is supported through annual maintenance, support and licensing agreements. It is fully integrated into OEU's operational, network, and control environments and serves as a mission-critical system for daily utility operations.

Over the past year, OEU has conducted two separate competitive solicitations for SCADA services, including comprehensive evaluations and vendor presentations. During the initial RFP process, Survalent Technology Corp. was ranked highest based on technical compatibility, system maturity, and ability to meet OEU's operational and future grid modernization needs. Despite these good-faith efforts, the solicitation results were ultimately rejected, and no award has been made to date.

Following these solicitations, OEU conducted a detailed internal review of Survalent's updated proposal during a cross-departmental meeting on December 3, 2025, involving OEU and IT staff. This review further validated Survalent's solution as the most practical and least disruptive path forward.

Justification for Procurement Exception:

1. Continuity, Integration, and Risk Mitigation

Enter a brief description of your exception request:	Survalent's SCADA system is already fully integrated into OEU's infrastructure, including existing dual-server architecture, historian functionality (via the current replicator and archiver), and a DMZ-based SCADA web server. Transitioning to a new vendor would require extensive system redesign, data conversion, retraining, and parallel operations, introducing unnecessary operational risk to a critical utility function. 2. Demonstrated Competitive and Technical Due Diligence In addition to two formal solicitation efforts, OEU performed a detailed technical review of Survalent's proposal, including GIS integration, Distribution Management System (DMS) functionality, training, outage analysis, metering integration, and web-based dashboards. The review confirmed that OEU's existing data structure is largely compatible with Survalent's requirements and aligns with the City's ongoing Utility Network (UN) preparation efforts. 3. Phased and Cost-Conscious Implementation Strategy The proposed extension allows OEU to proceed with enhancements that are immediately beneficial—such as GIS integration, DMS upgrades, web-based dashboards, training, and simulation tools—while deferring higher-cost or UN-dependent components (e.g., OMS and advanced ADMS/FLSR functionality) to a future phase. This approach avoids duplicative work, reduces unnecessary expense, and aligns implementation timing with the anticipated Utility Network rollout in FY27. 4. Operational Efficiency and Future Readiness The DMS component represents an upgrade to the existing SCADA system and is a prerequisite for future grid automation and self-healing capabilities. Proceeding with DMS now positions OEU to support future substations, advanced automation, and OMS integration without requiring a full system replacement. 5. Proven Support Model and Knowledge Transfer Survalent's support and implementation model mirrors the City's current arrangement, which has proven effective. The proposal includes workshops for each implementation item, ongoing platinum-level support, and a shared implementation approach in which Survalent implements the initial substation and supports City staff through configuration and rollout of subsequent substations. Training investments made to date further strengthen the value of continuity with the existing platform. 6. IT and Network Alignment IT staff have reviewed hosting and network considerations, including SCADA network versus City network placement, DMZ requirements, and server dependencies. Survalent has committed to providing a network diagram, server placement recommendations, and a high-level implementation timeline to support proper planning and documentation. Based on the factors outlined above, OEU respectfully requests approval to proceed with an extension of SCADA software services with Survalent Technology Corp. under the existing SCADA framework. The attached proposal reflects a carefully reviewed, phased, and operationally sound approach that ensures uninterrupted service, protects prior investments, and supports the City's long-term grid modernization strategy. PRO-070, ARTICLE I. EXEMPTIONS FROM COMPETITIVE PROCUREMENT REQUIREMENTS A.10 "Annual licenses, maintenance and support services, and upgrades to existing information technology software, hardware, or firmware, where the initial purchase was competitively sourced and continued use has been approved by the Director of Information Technology."
Attach all documents related to the exception that can assist the Contracting Officer's decision.	STC_City_of_Ocala_Utility_Services_A25_5_610684_Rev2_OneLive_&_DMS_Quote.pdf
Department	(ELE) ELECTRIC
Requestor Name	Brittany Craven

Requestor Email	bcraven@ocalafl.gov
Phone number	(352) 351-6646
Courtesy Copy Email 1	OBrunelle@Ocalafl.gov
Courtesy Copy Email 2	wfleming@ocalafl.gov
Who authorized requesting this exception?	Chad Lynch

File #: 2026-0622 Agenda Item #: 10c.

Submitted By: Christopher Ramos

Presentation By: Christopher Ramos

Department: Information Technology

FORMAL TITLE:
Five-year renewal with Davenport Group for server virtualization software, VMware, maintenance and support in an estimated expenditure of $171,648

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
In 2021, Ocala Electric Utility (OEU) completed a capital improvement project to replace server hypervisors and network switches with the Dell VxRail system for the Electric SCADA network. The implemented hardware utilizes virtualization technology software.

Virtualization is a technology that allows multiple virtual machines to run on a single physical computer, enabling more efficient use of resources by partitioning the hardware. This means that different operating systems and applications can operate independently on the same machine, improving flexibility and reducing costs.

Due to this network's mission-critical nature, newer and more redundant architecture was established to increase the system's availability, resiliency, security, and reliability. The systems were provisioned with an initial three-year hardware and software warranty.

FINDINGS AND CONCLUSIONS:
The previous contract with VMware is coming to an end, and a continuing software maintenance agreement must be renewed for the City to continue utilizing the existing virtualization software and hardware. These systems are mission-critical to the City's ability to provide safe and reliable power to citizens. Broadcom acquired VMware from Dell in 2024 and previous licensing models for software maintenance are no longer renewable. Broadcom now requires, upon renewal of licensing, that all customers change to their new platform with a 5-year subscription.

As a political subdivision of the state of Florida, the City of Ocala qualifies as an eligible user of cooperative purchasing agreements like the General Service Administration's (GSA) Multiple Award Schedule (MAS). GSA contracts are negotiated by the federal government with the intent of securing "most favored customer" pricing plus a discount offered to GSA and other authorized purchasers. The underlying agreement (GSA Contract No. 47QSWA18D008DF for IT Hardware and IT Outsourcing) is valid through August 21, 2028, and Davenport Group, an authorized dealer of Carahsoft products, was evaluated and determined by Information Technology Department stsff to be cost-effective and to afford the City best value.

FISCAL IMPACT:
Funds for this purchase are budgeted/encumbered in account 457-032-277-531-53-52050 and will be charged to Munis Contract #260393. The previous 1-year contract was approved on 2/18/2025 at the amount of $40,354.26.

Year 1: $57,216.00
Year 2: 26,608.00
Year 3: 26,608.00
Year 4: 26,608.00
Year 5: 26,608.00

All subsequent years will utilize the same account and Munis contract for tracking.

Staff recommends approval of this agreement.

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
N/A. The City's standard and approved Purchase Order Terms will be utilized for this purchase.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

City of Ocala

City of Ocala, FL – VCF for Utility VxRail

DG17171

your **davenport group** representative

Andrew Holloway
Principal Account Executive
andrew.holloway@davenportgroup.com
cell: 407-492-6568
corporate: 877-231-9114

Quote

Prepared For
City of Ocala
110 SE WATULA AVENUE
OCALA, FL 34471

Chris Ramos
cramos@ocalafl.gov

Quote Number DG17171
Quote Date 01/29/2026
Quote Expiration 02/19/2026

Contract Code(s)
GSA MAS 8F - Carahsoft - 47QSWA18D008F

60-Month Term Commitment

VMware Subscription - Year One

Qty	Description	Unit Price	Ex. Price
192	VMware Cloud Foundation - Per Core Subscription Subscription Term: 12 Months Subscription Dates: 2/26/2026 - 2/25/2027	$298.00	$57,216.00
		Sub-Total	**$57,216.00**

VMware Subscription - Years Two - Five

Qty	Description	Unit Price	Ex. Price
96	VMware Cloud Foundation - Per Core Subscription Subscription Term: 48 Months Subscription Dates: 2/26/2027 - 2/25/2031 **$28,608.00 Paid Yearly**	$298.00	$114,432.00
		Sub-Total	**$114,432.00**

Total **$171,648.00**

Payment Terms:

Payment for products, software, subscriptions, and maintenance is Net 30 from the invoice date unless otherwise agreed upon. Davenport Group Care Services are considered maintenance for the purpose of these terms.

Davenport Group Professional Services are invoiced separately upon completion. The billing will be from the invoice date.

Recurring contracts will be reconciled based on actual usage, with invoice adjustments made to match the preceding terms' usage. Metered products billed periodically require payment upon receipt of the invoice.

Block Hours require payment in advance upon receipt of the invoice.

Payment Methods:

We accept ACH, bank-to-bank transfer, and credit card payments. A 4% processing fee applies to credit card transactions.

Pricing:

Pricing is valid through the expiration date stated in the quote, after which it is subject to change. Supplier provisions that alter pricing may affect subscription renewals.

Products listed may be subject to tariffs imposed by governmental authorities. Tariff charges are not included in the quoted prices and will be added to the invoice. Applicable taxes and shipping will also be included.

This proposal is subject to credit approval. Davenport Group reserves the right to cancel orders arising from pricing or other errors.

Cancellations, Late Fees & Non-Payment

Cancellation: Non-term and out-of-contract software contracts require 30 days' written notice for cancellation.

Late Fees: A 1.5% monthly fee will be assessed on past due amounts.

Non-Payment: Davenport Group reserves the right to cancel orders if payment is not received in accordance with these terms.

Returns & Inspections

Return Policy: Returns are not accepted unless the manufacturer confirms a product as defective. In such cases, Davenport Group will engage the manufacturer under its terms to replace or rectify the defective product.

Inspection: Customer must inspect all shipments upon receipt and notify Davenport Group within three (3) business days of any discrepancies or damaged items. Davenport Group cannot take corrective action after this period.

*Quotes and pricing terms are negotiated between Customer and Davenport Group and may be unique to the Customer. All data and information provided by Davenport Group is confidential and proprietary and may not be reproduced, published, or distributed beyond the Customer organization without the express prior written consent of Davenport Group. By proceeding with the purchase, Customer acknowledges and agrees to these terms.

Thank you for your business!

Signature	**Date**

Purchase Order Information



If applicable, please enter the PO Number and Shipping Address below.
These fields are optional

PO Number _____

Ship to Name _____

Street _____

City _____

State
Use 2 Character Abbreviation
_____

Postal Code _____

Davenport Group Partner Services Subscription Agreement

This Partner Services Agreement (the "Subscription Agreement") is entered into between City of Ocala, hereinafter referred to as "Client", and Davenport Group Inc., hereinafter referred to as "Authorized Partner".

1. Managed Services:

The Client hereby subscribes to the Managed Services described in Table 1.1 below.

Table 1.1 **60-Month Term Commitment**

Subscription Term (Months)	Description	Billing Cycle	# of Payments	Payment Amount	Total Subscription Amount
12	VMware Cloud Foundation - Per Core Subscription Subscription Dates: 2/26/2026 - 2/25/2027	Initial Payment	1	$57,216.00	**$57,216.00**
48	VMware Cloud Foundation - Per Core Subscription Subscription Dates: 2/26/2027 - 2/25/2031	Yearly	4	$28,608.00	**$114,432.00**

2. Payment Terms:

Table 1.1 outlines the subscription term, products, billing cycle, number of payments, and total subscription amount. Perpetual licenses require upfront payment in full. Subscription services are invoiced according to the terms listed below:

Payment Terms: Net 30

Estimated Subscription Start Date: February 26, 2026.

Billing Cycle: Yearly

3. **Renewal Terms:**

This subscription agreement does not contain an automatic renewal provision. Davenport Group will provide Client with written notification sixty (60) days prior to the expiration, including any pricing changes for the renewed term.

4. **Microsoft Specific Terms:**

Notwithstanding Section 3, Microsoft subscriptions are subject to the following specific terms:

4.1 Auto-Renewal:
Microsoft subscriptions shall automatically renew unless Client provides at least thirty (30) days' written notice prior to the expiration, either through the Davenport Group MyCloud Portal or by written notice to Davenport Group.

4.2 License Quantities:
Client may increase license quantities anytime (billed pro-rata immediately); decreases take effect at the next renewal date only.

4.3 Pricing Changes:
Microsoft establishes subscription pricing and may adjust pricing upon renewal without prior notification.

5. **Early Termination:**

In the event of early termination by the Client, the Client shall be responsible for the guaranteed term of engagement listed in Table 1.1 and the balance of fees shall be due immediately.

6. **Acknowledgment of Third-Party Vendor Terms and Conditions:**

Client acknowledges that use of the services or licenses is contingent upon acceptance and compliance with the third-party vendor's EULAs (End-User License Agreements) located at https://davenportgroup.com/eula. Davenport Group shall not be liable for Client's breach of vendor terms.

7. **Authorized Partner Responsibilities:**

Davenport Group is an authorized reseller partner acting on its own behalf, not as an agent or fiduciary of the Vendor(s). Davenport Group shall coordinate with the Vendor to ensure Client receives the Services listed in Table 1.1, but is not responsible for any Vendor's failure to provide or support the Services in accordance with the applicable Vendor terms.

8. Acceptance and Authorization:

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Subscription Agreement effective as of the date of the last signature below.

City of Ocala	**Davenport Group, Inc.**
Signature	Signature
Name	Name
Title	Title
Date	Date

GSA 8F Schedule Number	Participating Dealer	Product/Vendor	Old Specific Agreement #	General PDA Agreement #	Name Change
General Authorization	4K Solutions, LLC	Gridless Power Corporation	N/A	PDA-4KS-110124	
General Authorization	4xBolt	Symantec Corporation, CA Technologies, Splunk, Inc.	N/A	PDA-4XB-01302024	
General Authorization	9P Solutions	Dell, EMC	PDA-9P-09092022	PDA-9P-021623	
General Authorization	Abba Technologies, Inc.	Red Hat, Inc.	N/A	PDA-ABBA-010726	
General Authorization	AccessAgility LLC	Granicus, Flexera Software, LLC, Pluralsight, LLC	N/A	PDA-ASG-052824	
General Authorization	AccessIT Group, LLC	Carahsoft Technology Corporation	N/A	PDA-AIG-12292025	
General Authorization	Active Cyber LLC	Okta, Inc.	N/A	PDA-ACT-060823	
General Authorization	Advanced Computer Concepts, Inc.	Vmware, Inc., RSA, Veritas, Zoom, ServiceNow, Inc.	N/A	PDA-ACC-082223	
General Authorization	Advanced Network Management	Appgate, BeyondTrust Corporation, F5 Networks, Inc., Google,	PDA-ANM-030822	PDA-ANM-121422	
General Authorization	Advanced Technical Solutions, Inc.	SolarWinds	N/A	PDA-ATS-02132025	
General Authorization	Advantaged Solutions	Icertis, Inc.	N/A	PDA-ADS-09112025	
General Authorization	AdvizeX Technologies, LLC	EMC, Thales e-Security, Inc., Vmware, Inc., F5 Networks, Inc., C	PD-AX-081718	PDA-AX-021623	
General Authorization	Agilant Solutions	Palo Alto Networks, Trend Micro Incorporated	PDA-AGS-02022022	PDA-AGS-022123	
General Authorization	Agility Technologies	Salesforce.com	N/A	PDA-AGT-05022024	
General Authorization	Ahead, Inc.	Carahsoft Technology Corporation, Druva, EMC, Nutanix, Okta,	PDA-AHD-042821	PDA-AH-021623	
General Authorization	AirGap Labs, LLC	Fortinet, Inc.	N/A	PDA-AIR-112625	
General Authorization	Aitheras, LLC	Wasabi Technologies LLC	N/A	PDA-AIT-07102024	
General Authorization	Alacrinet Conuslting Services, Inc.	Crowdstrike	N/A	PDA-ALC-102023	
General Authorization	Alamo City Engineering Services, Inc.	Forescout Technologies, Inc.	PDA-ACE-100622	PDA-ACE-022323	
General Authorization	Alchemy Technology Group	BeyondTrust Corporation, Okta, Inc., Proofpoint, Inc., Commva	PD-ATG-083116	PDA-ATG-03222023	
General Authorization	Alliance Technology Group, LLC	Fornetix LLC, Fortinet, Inc., Verkada, Inc.	N/A	PDA-ATG-032824	
General Authorization	Allied Network Solutions	Adobe, EMC, Granicus, SAP Public Sector Services, Inc., RSA, Hi	MASAA-AND-032813	PDA-ANS-022223	
General Authorization	Allwyn Corporation	Compulink Management Center, Inc.	N/A	PDA-AWY-082925	
General Authorization	Alpha Gov Tech LLC	Salesforce.com	N/A	PDA-AGT-04242024	
General Authorization	AlphaSix, LLC	Thales e-security, Inc.	N/A	PDA-AP6-121825	
General Authorization	Alturna Tech	HYCU, Inc., Nutanix, Inc., Rubrik, Inc., Arista Networks, Trend M	PDA-ALT-02242022	PDA-ALT-011223	
General Authorization	Alvarez, LLC	Adobe, Mandiant, Inc., OPEXUS	MASAA-AZA-040313	PDA-ALV-022323	
General Authorization	Ameresco	Dragos	N/A	PDA-AME-050124	
General Authorization	American Business Solutions	UiPath, Inc., Adobe, Keeper Security, Inc., Granicus, CostContr	N/A	PDA-ABS-04192024	
General Authorization	Amerinet of Michigan, Inc.	Crowdstrike, Inc.	N/A	PDA-AMT-040224	
General Authorization	ANACAPA Micro Products, Inc.	Vmware, Inc.	N/A	PDA-ANA-110725	
General Authorization	Anchor Technologies, Inc.	Check Point Software Technologies, Inc.	N/A	PDA-ATI-090924	
General Authorization	Apollo Information Systems Corp.	Arista Networks, Mandiant, Inc., Proofpoint, Inc.	MASAA-AIS-61913	PDA-AIS-032023	
General Authorization	Applied Cloud Technologies, Inc.	Google, Inc.	TA-ATS-031721	PDA-ACT-022223	
General Authorization	Archetype Consulting, Inc.	Snowflake	N/A	PDA-ARC-102924	
General Authorization	Ardalyst Federal, LLC	Gigamon	N/A	PDA-ARF-051525	
General Authorization	Ardham Technologies	Nutanix, Inc.	PD-ARD-110619	PDA-ADT-011923	
General Authorization	Arendt Consulting, LLC dba ACGS, Inc.	GitLab	N/A	PDA-AGS-012425	
General Authorization	Arete Advisors LLC	Sentinel One	N/A	PDA-ARA-080823	
General Authorization	ASC3ND Technologies Group LLC	Forcepoint, Trellix	N/A	PDA-ATG-051525	
General Authorization	ASHLIN Management Group, Inc.	Qliktech, Inc.	N/A	PDA-AMG-032825	
General Authorization	Asimer Tech, LLC	Adobe	N/A	PDA-AIT-091225	
General Authorization	AssetWorks, Inc.	Chargepoint	N/A	PDA-AST-082824	
General Authorization	Assurance Data	Anomali, Cyber-Ark Software, Inc., ForeScout Technologies, Inc	PD-ASD-061416	PDA-ADI-011823	
General Authorization	Atlantic Data Security	Tenable Public Sector	N/A	PDA-ADS-030525	
General Authorization	Atlantic Diving Supply, Inc.	Cellebrite, Inc., Cloudera, Inc.	N/A	PDA-ADS-120924	
General Authorization	ATP Gov LLC	Ntrepid, Verkada, Inc.	N/A	PDA-ATP-082223	
General Authorization	ATX Defense	Google, Inc., Okta, Inc.	N/A	PDA-ATX-02012024	
General Authorization	August Schell Enterprises, Inc.	Adobe, Box, Inc. Contrast Security, Cylance, Inc., Dell, EMC, F5	PDA-AUS-051232022	PDA-ASE-022023	
General Authorization	Avexon LLC	Microsoft	PDA-AVX-09092022	PDA-AVX-022223	
General Authorization	Avid Systems LLC	Blackberry Corporation	N/A	PDA-AVS-080723	From Avid Solutions LLC to Avid Systems LLC
General Authorization	BAI Federal (Blackwood Associates)	Mandiant, Inc., Proofpoint, Inc., Zscaler, Inc., Qmulos, LLC., Cyl	PDA-BAI-07182022	PDA-BAI-011223	
General Authorization	Bart and Associates	Red Hat, Inc.	PD-BAA-102416	PDA-BAA-012523	
General Authorization	Bayside Solutions, Inc.	Google, Inc.	N/A	PDA-BSI-12062023	
General Authorization	BCS USA Inc.	Dell	PDA-BCS-03102022	PDA-BCSU-011223	
General Authorization	Beacon Telecom, Inc.	Dell	N/A	PDA-BCT-031925	
General Authorization	Bell Techlogix, Inc.	Adobe	N/A	PDA-BLT-05312023	
General Authorization	Beyond20	ServiceNow, Inc.	N/A	PDA-BY2-090623	
General Authorization	Bitsio, Inc.	Splunk, Inc.	N/A	PDA-BIT-05192025	
General Authorization	Black Knight Medical	Salesforce.com	PDA-BKM-031502022	PDA-BKM-022323	
General Authorization	BlackHawk Data LLC	Fortinet, Inc.	N/A	PDA-BHD-031324	
General Authorization	Blue Tech Inc.	10ZiG Technology, Adobe, Autodesk, Inc., Blackberry Corporati	PDA-BLT-02022022	PDA-BLT-020123	
General Authorization	Blue Vector AI	Google, Inc.	N/A	PDA-BLV-07232024	
General Authorization	Blue Whale EV, LLC	Chargepoint	N/A	PDA-BWE-02162024	
General Authorization	BlueAlly Technology Solutions	Vmware, Inc., Palo Alto Networks, Tintri, Nutanix, Inc., Veritas,	PDA-BLA-081722	PDA-BLU-022223	
General Authorization	Bluesource, Inc.	Veritas	MASAA-BSR-060113	PDA-BLS-042723	

General Authorization	Boots 2 Cyber, LLC	Dragos	N/A	PDA-B2C-031824	
General Authorization	Braxton Grant Technologies	CA Technologies	N/A	PDA-BGT-07122024	
General Authorization	Brite Computers	Forescout Technologies, Inc.	PDA-BRI-100820	PDA-BRT-022323	
General Authorization	Brown Enterprise Solutions LLC	Commvault	N/A	PDA-BES-051424	
General Authorization	C Spire Business	Palo Alto Networks	N/A	PDA-CSB-063023	
General Authorization	C4 Federal, LLC	Appgate	N/A	PDA-C4F-110425	
General Authorization	Calian Corp.	Nutanix, Inc., Verkada, Inc., Vmware, Inc., Tenable Public Sectc	N/A	PDA-CLC-091724	
General Authorization	Calibre Systems, Inc.	Splunk, Inc., DataRobot, RegScale, Inc., VAST Data Federal, Inc.	N/A	PDA-CAL-053023	
General Authorization	Calloway and Associates	Proofpoint, Inc., Granicus, Allyant, Dell, EMC	PDA-CAA-092320	PDA-CAA-011823	
General Authorization	Cambridge Computer Services, Inc.	Blackberry Corporation, Cylance, Inc., EMC, Digital Guardian, F	PDA-CCS-082422	PDA-CCS-021323	
General Authorization	CamNet, Inc.	Verkada, Inc.	N/A	PDA-CMN-082624	
General Authorization	Carbon 9 Defense, LLC	Gigamon, Splunk, Inc.	N/A	PDA-C9D-051525	
General Authorization	Carbon QMF LLC	Salesforce.com	N/A	PDA-CRB-030725	
General Authorization	Carolina Advanced Digital, Inc.	Trustwave, BeyondTrust Corporation, Infoblox Federal, Inc., Ve	N/A	PDA-CAD-081423	
General Authorization	Carousel Tech LLC	Nutanix, Inc.	N/A	PDA-CRV-071224	
General Authorization	Cask NX LLC	ServiceNow, Inc.	N/A	PDA-CSK-022323	
General Authorization	CB20	Forescout Technologies, Inc.	N/A	PDA-CB20-042523	
General Authorization	cBeyondData LLC	Amazon Web Services, Inc., SAP Public Sector Services, Inc., SA	PD-CBD-092617	PDA-CBD-050123	
General Authorization	CBTS (Cincinnati Bell Technology Solutions)	F5 Networks, Inc., Mandiant, Inc., Infoblox Federal, Inc., Micro	PD-CBTS-04162019	PDA-CBT-022423	
General Authorization	CDW	Adobe, Autodesk, Inc., BeyondTrust Corporation, Blackberry C	PDA-CDW-072420	PDA-CDW-021323	
General Authorization	Centricity Technology Partners	Micro Focus Government Solutions	PDA-CTP-100422	PDA-CTP-011823	
General Authorization	Cerium Networks	Ericsson Enterprise Wireless Solutions, Inc.	N/A	PDA-CRM-052725	
General Authorization	Changing Technologies, Inc.	Ivanti, Inc.	N/A	PDA-CGT-072623	
General Authorization	Channel Systems, LLC	Infoblox Federal, Inc.	N/A	PDA-CSL-041524	
General Authorization	Chi Corporation	Hewlett Packard Enterprise Company	N/A	PDA-CHI-091124	
General Authorization	ChimeNet, Inc.	Fortinet, Inc., Arista Networks	N/A	PDA-CHN-073025	
General Authorization	Choice Solutions	Nutanix, Inc., Okta, Inc., Rubrik, Inc.	MASAA-CHS-041715	PDA-CHS-021323	
General Authorization	Cirrus Systems LLC	Flexera Software LLC, Granicus, Vmware, Inc., Micro Focus Gov	PDA-CSU-03142022	PDA-CIR-011823	
General Authorization	CJEN	RSA, Qualys, Inc.	PD-CJEN-062618	PDA-CJEN-020223	
General Authorization	Clango (Formerly Distributed Information Technologie	Cyber-Ark Software, Inc., Sailpoint Technologies, Inc.	PDA-CLA-052019	PDA-CLG-022223	
General Authorization	CloudAI Technologies, LLC	Vmware, Inc.	N/A	PDA-CAI-102824	
General Authorization	Cloudspark	Elasticsearch Federal, Inc.	N/A	PDA-CSP-012726	
General Authorization	CMA Technology, Inc.	Palo Alto Networks, Splunk, Inc., iBoss, Chainanalysis Governm	N/A	PDA-CMA-051123	
General Authorization	C-MCI (Chakrabarti Mgmt Consultancy, Inc.)	Salesforce.com	TA-CMCI-090914	PDA-CMC-011823	
General Authorization	Colossal Contracting LLC	AINS, Zscaler, Inc., Vmware, Inc.	N/A	PDA-CCL-062823	
General Authorization	Communications Professionals	Adobe, Axway Inc., Beyondtrust Corporation, Blackberry Corpc	PDA-CMP-03102022	PDA-CPI-011223	
General Authorization	Compulink Technologies, Inc.	Trellix, Informatica, Inc., Wolters Kluwer Financial Services, Inc	N/A	PDA-CLT-021925	
General Authorization	CompuNet, Inc.	F5 Networks, Inc., Forescout Technologies, Inc., Gigamon, Palo	PDA-CPN-09302022	PDA-CPN-022023	
General Authorization	Computacenter United States Inc.	Nutanix, Inc., Splunk, Inc., Tintri, Veritas, Vmware, Inc., Datado	N/A	PDA-CPC-0312523	Changed from Pivot Technology Services Corp. dba Computacenter
General Authorization	Computer Aid Inc.	UiPath, Inc.	PDA-CAI-02112022	PDA-CPA-032023	
General Authorization	Computer Design and Integration LLC	F5 Networks, Inc., ServiceNow, Inc., Vmware, Inc., Zscaler, Inc.	MASAA-CDI-31915	PDA-CDI-030323	
General Authorization	Computerware Inc.	Adobe, Dell, EMC	PDA-CWI-04052022	PDA-CPW-020123	
General Authorization	ComSource, Inc.	F5 Networks, Inc., Palo Alto Networks, Vmware, Inc., Fortinet,	PD-CSI-100918	PDA-COM-012523	
General Authorization	Concourse Tech, Inc.	Adobe, Pluralsight, LLC, RSA, Nutanix, Inc., Deltek, Inc.	N/A	PDA-CQN-120324	Name changed from Coquina Labs, Inc. to Concourse Tech, Inc.
General Authorization	Connection Public Sector Solutions (Govconnection)	Adobe, Datalocker, Inc., F5 Networks, Inc., Dell, EMC, Google, I	MASAA-GCT-08212013	PDA-GVC-022323	
General Authorization	Continental Resources (ConRes)	Adobe, EMC, F5 Networks, Inc., Palo Alto Networks, Symantec	MASAA-CRI-121913	PDA-CON-020123	
General Authorization	Converge Technology Solutions	Ivanti, Inc., McAfee Public Sector LLC, Nutanix, Inc., Palo Alto N	PDA-CTS-090322	PDA-CTS-022023	
General Authorization	ConvergeOne, Inc.	Arista Networks, Cylance, Inc., F5 Networks, Inc., Genesys, Infc	PDA-CVO-062022	PDA-CVO-122122	
General Authorization	Core BTS, Inc.	Commvault, VMWare, Inc., Avepoint Public Sector, Inc.	N/A	CRA-CBT-031623	
General Authorization	CoSo Cloud LLC	Adobe, Palo Alto Networks	PD-CS-031717	PDA-CSO-041123	
General Authorization	CounterTrade Products, Inc.	Dell, EMC, Microsoft, Micro Focus Government Solutions LLC, (	PDA-CTP-091724	PDA-CTT-060325	
General Authorization	C-Pak Corporation	Adobe	N/A	PDA-CPK-01192024	
General Authorization	Creative Breakthroughs, Inc.	Alteryx, Inc., Docusign, Ivanti, Inc., Nutanix, Inc., Palo Alto Netv	N/A	PDA-CBI-120924	
General Authorization	CRI Advantage, Inc.	ServiceNow, Inc.	N/A	PDA-CRI-110623	
General Authorization	CTG Federal	Dell, EMC, Microsoft, Vmware, Inc., Okta, Inc., RegScale, Inc., C	PDA-CTG-02082022	PDA-CTG-011223	
General Authorization	Cumberland Group LLC	Rubrik, Inc., Nutanix, Inc.	N/A	PDA-CBG-053024	
General Authorization	Cumulus Global (Horizon Info Services, LLC)	Google, Inc.	PD-CG-02222019	PDA-CMG-011923	
General Authorization	CVE Technologies Group	F5 Networks, Inc., Splunk, Inc., Vmware, Inc., Microsoft, Arista	N/A	PDA-CVE-070723	
General Authorization	Cyber Fort LLC d/b/a cybRecon	Rapid7 LLC	N/A	PDA-CYB-121125	
General Authorization	CyberOne, LLC	Qualys, Inc.	N/A	PDA-CYO-100724	
General Authorization	CyberSolve	Sailpoint Technologies, Inc.	N/A	PDA-CBS-081823	
General Authorization	Cybros, LLC	Granicus	N/A	PDA-CYB-082724	
General Authorization	Cykor LLC	Alteryx, Inc., Splunk, Inc.	N/A	PDA-CYK-112023	
General Authorization	Cypress Technology Advisors	Symantec Corporation	N/A	PDA-CTA-01252024	
General Authorization	Cypro LLC	Proofpoint, Inc.	N/A	PDA-CYP-031825	
General Authorization	Dan Solutions	F5 Networks, Inc.	MASAA-DSS-031913	PDA-DAN-022023	
General Authorization	Dasher Technologies	Cylance, Nutanix, Palo Alto Networks, Red Hat, Inc., Open Text	PD-DT-6112019	PDA-DT-021623	

General Authorization	Daston Corporation	Google, Inc.	PDA-DTN-050322	PDA-DSC-020223	
General Authorization	Data Center Solutions	Veritas, Hitachi Vantara Federal	N/A	PDA-DCS-102524	
General Authorization	Data Network Solutions, Inc.	Arista Networks, F5 Networks, Inc., Ivanti, Inc., Nutanix, Inc., C	PD-DNS-04232018	PDA-DNS-020123	
General Authorization	Datec Inc.	Adobe, EMC, F5 Networks, Inc., Mandiant, Inc., Nutanix, Inc., E	PD-DTC-07072022	PDA-DTC-020923	
General Authorization	Davenport Group	Vmware, Inc.	PDA-DVG-06172020	PDA-DVG-022323	
General Authorization	DBISP, LLC	Verkada, Inc., Dell, Granicus, EMC	N/A	PDA-DBS-061924	
General Authorization	Dell Federal Systems L.P.	Adobe, Autodesk, Inc., Beyondtrust Corporation, Carahsoft Tec	N/A	PDA-DFS-051023	
General Authorization	DG Technology Consulting LLC	Qualys, Inc., Ivanti, Inc., Google, Inc., Trellix	N/A	PDA-DGT-053023	
General Authorization	DH Technologies	Arista Networks, Corelight, Inc., Datalocker, Inc., Dell, Digital G	MASAA-DHT-061515	PDA-DHT-022223	
General Authorization	Dice Communications	Fortinet, Inc.	PDA-DIC-02112022	PDA-DICE-012523	
General Authorization	Digital Plaza, LLC	Dell, Hewlett Packard Enterprise Company, EMC	N/A	PDA-DGP-0702225	
General Authorization	DigitalEra Group, LLC	Cylance, Forescout Technologies, Proofpoint, Zscaler, Fortinet,	PDA-DEG-061422	PDA-DigEra-021623	
General Authorization	Diltex Inc	Adobe, EMC, Symantec Corporation, Veritas, RSA, Vmware, Inc	MASAA-DLX-082515	PDA-DIL-020223	
General Authorization	Direct Technology Group	Adobe	N/A	DTG-PDA-082624	
General Authorization	Direct Technology Group	Adobe	N/A	PDA-DTG-082624	
General Authorization	DirSec	Palo Alto Networks, Proofpoint, Inc., Threatconnect, Inc., Trend	PD-DRS-080618	PDA-DIS-01312023	
General Authorization	Disruptive Solutions	Vmware, Inc.	PDA-DRS-05122022	PDA-DRS-020923	
General Authorization	Distributed Technology Group, LLC	VMware, Inc., Check Point Software Technologies, Inc., Delinea	N/A	PDA-DTG-062623	
General Authorization	DivIHN Integration, Inc.	Salesforce.com	N/A	PDA-DIV-010726	
General Authorization	Driven Tech, Inc.	Arista Networks, Palo Alto Networks, F5 Networks, Inc.	N/A	PDA-DRV-110923	Changed from Driven Acquisitions to Driven Tech, Inc.
General Authorization	DynTek Services	Trustwave, Box, Inc., Cylance, Inc., F5 Networks, Inc., Mandian	MASAA-DTS-032313	PDA-DTS-020623	
General Authorization	ECS Federal	Google, Inc.	N/A	PDA-ECS-02052026	
General Authorization	eGroup Holding Company LLC	Nutanix, Inc.	N/A	PDA-EGP-072523	
General Authorization	EL & S Consulting, LLC	Adobe, Hewlett Packard Enterprise Company, Dell, Microsoft, S	N/A	PDA-ELS-052225	
General Authorization	Elohi Technology Solutions LLC	Dell, EMC	N/A	PDA-ELH-082523	
General Authorization	Emergent LLC	Adobe, Carahsoft Technology Corporation, Cylance, Inc., Mand	N/A	PDA-EMG-031523	
General Authorization	Empower Solutions LLC	Armis, Crowdstrike, Inc., Ivanti, Inc., Lookout, Inc., Mandiant, I	MASAA-EPS-061315	PDA-EMP-042523	
General Authorization	enDevelopment LLC	Dell, EMC, Hewlett Packard Enterprise Company	N/A	PDA-END-071223	
General Authorization	En-Net Services	Adobe, Cylance, Inc., Venafi, Inc.	MASAA-ENS-091913	PDA-ENS-012623	
General Authorization	Entellimetrix LLC	Informatica LLC	N/A	PDA-ETM-083024	
General Authorization	Enterprise Integration	Micro Focus Government Solutions	N/A	PDA-ENT-04112024	
General Authorization	Enterprise Technology Solutions, Inc.	Opexus, Microsoft, Wiiisdom	N/A	PDA-CMN-081924	
General Authorization	EnvolveMEDIA LLC	Adobe, Kodak Alaris, Inc.	MASAA-EVM-091915	PDA-ENV-020923	
General Authorization	ePlus Technology, Inc.	Cyber-Ark Software, Inc., Cylance, Inc., EMC, Exabeam, F5 Netv	N/A	PDA-EPT-020223	
General Authorization	Epoch Concepts LLC	Thales TCT, Flexera Software LLC, Gigamon, CA Technologies, C	N/A	PDA-EPC-080923	
General Authorization	Essnova	Dell, EMC, Micro Focus Government Solutions, Qualtrics LLC, S	PDA-ESS-040120	PDA-ESS-021323	
General Authorization	ethosIQ	Genesys	PDA-EIQ-10222021	PDA-EIQ-011223	
General Authorization	eTranservices Corp.	Vmware, Inc.	N/A	PDA-ETR-02032025	
General Authorization	EverSec Group	Imperva, Inc.	PDA-ESG-100118	PDA-ESG-011223	
General Authorization	Fathom, LLC	Box, Inc.	N/A	PDA-FTM-060925	
General Authorization	FCN, Inc.	Exterro, Inc., Adobe, Arista Networks, Box, Inc., Dell, EMC, F5 N	PDA-FCN-09/27/2022	PDA-FCN-011223	
General Authorization	Fed Crew, Inc.	Fortra, LLC, Tenable Public Sector, ClearCube, Inc., Granicus	N/A	PDA-FCR-021125	
General Authorization	Federal Defense Solutions	Fortinet, Inc., Dell	N/A	PDA-FDS-060324	
General Authorization	Federal Merchants Corp.	Dell, EMC	N/A	PDA-FMC-122023	
General Authorization	Federal Resource Corp (ISM/ International System Ma	Druva, McAfee Public Sector LLC, Elasticsearch Federal, Inc., Re	PD-FRC-032719	PDA-FRC-022123	
General Authorization	Federal Technology Systems, LLC	Cloudera, Inc.	N/A	PDA-FTS-050125	
General Authorization	Fierce Software Corp. dba Fierce Software	Red Hat, Inc.	N/A	PDA-FIRC-111725	
General Authorization	Five Stones Technology (316 Solutions)	Dell, EMC	PDA-FST-04292020	PDA-316-020323	
General Authorization	Flycast Partners	BeyondTrust Corporation, Ivanti, Inc.	PDA-FCP-031022	PDA-FCP-011223	
General Authorization	Flywheel Data LLC	Appgate, Cohesity, Inc., Red Hat, Inc., Hewlett Packard Enterpr	N/A	PDA-FLD-080123	
General Authorization	Four Inc.	Adobe, Cylance, Inc., Mandiant, Inc., Tasktop Technologies Inc	PDA-FOUR-030421	PDA-FOUR-020123	
General Authorization	Four Points Technology	Adobe, Axway, Inc., Blackberry Corporation, Cloudbees, Inc., D	PDA-FPT-030922	PDA-FPT-022123	
General Authorization	Frontier Technologies (FTI USA)	Blackberry Corporation, Veritas, Micro Focus Government Solu	PD-FRT-080416	PDA-FRT-012523	
General Authorization	Future Tech Enterprise, Inc.	Delinea, Inc.	N/A	PDA-FTE-092425	
General Authorization	G.C. Micro Corporation	GitLab, Vmware, Inc., LinkedIn Corporation	N/A	PDA-GCM-060425	
General Authorization	G2IT	Dell, EMC, Hewlett Packard Enterprise Company, Commvault	PDA-G2IT-052322	PDA-G2IT-022023	
General Authorization	Game Plan Tech, LLC	Google, Inc.	N/A	PDA-GPT-09042025	
General Authorization	GCA	Sailpoint Technologies, Inc., Okta, Inc., Red Hat, Inc., Symantec	N/A	PDA-GCA-050223	
General Authorization	Gen3i, Inc.	Veritas, Commvault, Cohesity, Inc., Quantum, Carahsoft Techn	N/A	PDA-GEN3-081623	
General Authorization	General Dynamics Information Technology, Inc.	Google, Inc.	N/A	PDA-GDIT-102425	
General Authorization	GHA Technologies, Inc.	Virtru Corp., Tableau Software, Inc.	N/A	PDA-GHA-063025	
General Authorization	Gi4 LLC	UiPath, Inc.	PDA-Gi4-091922	PDA-GI4-020923	
General Authorization	Global Indirect Markets	Granicus, Gigamon	N/A	PDA-GIM-082724	
General Authorization	Global Technology Solutions, LLC	Genesys, Google, Inc.	PDA-GTS-021621	PDA-GTS-011923	
General Authorization	GlobalXperts	Arista Networks	PDA-GXP-05062022	PDA-GLX-021323	
General Authorization	GMC Tek	Axway, Inc., Blackberry Corporation, Dell, EMC, Veritas, Autod	PD-GMC-041618	PDA-GMC-012623	
General Authorization	G-Net Solutions, Inc.	Gigamon	N/A	PDA-GNS-101923	

General Authorization	Go Virtual Hub	EMC, Dell	PDA-GVH-070920	PDA-GVH-012523	
General Authorization	Golden Star Technology, Inc.	Hewlett Packard Enterprise Company	N/A	PDA-SCM-021925	
General Authorization	Gotham Technology	Veracode, Proofpoint, Inc.	PDA-GTG-022020	PDA-GTG-012523	
General Authorization	Government Acquisitions, Inc.	Adobe, Axway, Inc., Contrast Security, Dell, EMC, F5 Networks,	PDA-GAI-041422	PDA-GAI-011823	
General Authorization	Govplace, Inc.	Adobe, Box, Inc., BeyondTrust Corporation, Carahsoft Technol	PDA-GPL-05312022	PDA-GVP-012523	
General Authorization	GovSmart	Adobe, EMC, F5 Networks, Inc., Mandiant, Inc., Nutanix, Inc., E	PD-GOVSM-08012019	PDA-GVS-021323	
General Authorization	Green Threads LLC	CA Technologies	PDA-GTH-091622	PDA-GRT-011923	
General Authorization	GuidePoint Security Government Solutions, LLC	Trellix, Arista Networks, Axonius, Bastille Networks, Inc., Beyor	N/A	PDA-GSGS-060525	
General Authorization	GuidePoint Security, LLC	ave, Venafi, Inc., Thales E-Security, Inc. Zscaler, Inc., Delinea, In	MASAA- GPS-031913	PDA-GPS-021623	
General Authorization	Hager Development Group, LLC	Proofpoint, Inc.	PD-HDG-081718	PDA-HDG-011823	
General Authorization	Hamilton Industries, LLC	Lookout, Inc., VAST Data Federal, Inc.	N/A	PDA-HMI-062624	
General Authorization	Hayes eGovernment Resources, Inc.	Rubrik, Inc., Zscaler, Inc., Critical Start, Inc.	N/A	PDA-HER-071223	
General Authorization	HIC Network Security Solutions LLC	Gigamon, Exabeam	N/A	PDA-HIC-050924	
General Authorization	High Plains Technology	Nutanix, Inc.	PD-HPT-031318	PDA-HPT-011923	
General Authorization	Hopewell Security LLC	Zscaler, Inc., Crowdstrike, Inc., SentinelOne, Open Text, Inc.	N/A	PDA-HWS-011024	
General Authorization	Huel Technology LLC	VMware, Inc., Dell, EMC	N/A	PDA-HLT-081423	
General Authorization	i3 ICS	Adobe	MASAA-ICS-091814	PDA-I3I-022023	
General Authorization	ICatalyst, Inc.	Adobe	PDA-ICAT-06302021	PDA-ICT-040723	
General Authorization	iGov	Dell, EMC, Ivanti, Inc., Nutanix, Inc., NVIDIA Corporation, Table	PDA-IGOV-02042022	PDA-IGV-022423	
General Authorization	Impex Technologies, Inc.	Nutanix, Inc.	N/A	PDA-IPX-121225	
General Authorization	IMPRES Technology Solutions	Adobe, Dell, EMC, Hewlett Packard Enterprise Company, Nutar	MASAA-ITS-072515	PDA-ITS-020923	
General Authorization	InfoCap Networks LLC	Kofax, Inc.	PDA-IFC-080822	PDA-IFC-050523	
General Authorization	Infrastructure Solutions Int, LLC	Fortinet, Inc.	N/A	PDA-IFS-082224	
General Authorization	Insight Public Sector	Adobe, Corelight, Inc., F5 Networks, Inc., Mandiant, Inc., Fores	PDA-IPS-031522	PDA-IPS-021323	
General Authorization	Integration Technologies Group, Inc.	Arista Networks, Forward Networks, Inc., Micro Focus Governr	PDA-ITG-02152022	PDA-ITG-041023	
General Authorization	Intelligent Content Solutions, LLC	Kofax, Inc.	PD-ICS-041917	PDA-ICS-022023	
General Authorization	Intelligent Decisions (ID Technologies)	Adobe, Ciena, EMC, F5 Networks, Inc., Flexera Software LLC, M	MASAA-IDS-061814	PDA-IDT-020923	
General Authorization	Intelligent Technologies Inc.	Sentinel One	N/A	PDA-ITI-072224	
General Authorization	Intellispring Technologies Inc.	Forescout Technologies, Inc.	PDA-IST-07252022	PDA-INT-013123	
General Authorization	International Cloud Business, Inc.	Smartsheet, Inc., Salesforce.com	N/A	PDA-ICB-091225	
General Authorization	InterWorks, Inc.	Tableau Software, Inc.	N/A	PDA-ITW-081825	
General Authorization	Iron Bow	Adobe, Arista Networks, Axway, Inc., Ciena, EMC, Druva, F5 Ne	MASAA-IBT-123115	PDA-IBT-022823	
General Authorization	IronBrick	F5 Networks, Inc., Vmware, Inc., Thales E-Security, Inc., Salesfc	MASAA-IRB-090415	PDA-IBA-022023	
General Authorization	iSecure, LLC	Proofpoint, Inc.	N/A	PDA-iSR-111425	
General Authorization	IT Devices Online, Inc.	Adobe, Datalocker, Inc., Microsoft, Veritas, RSA, Rubrik, Inc., C	N/A	PDA-ITD-030724	
General Authorization	IT Federal Sales	RAPID7, Radiant Logic, Inc., Fortra, LLC, Google, Inc., Palo Alto	N/A	PDA-IFS-010824	
General Authorization	iT1 Source LLC	LinkedIn Corporation	N/A	PDA-ITS-052423	
General Authorization	ITkick Start, Inc.	Granicus, Fidelis Cyberscurity, 10ZiG Technology, Nutanix, Inc.,	PDA-ITK-08112022	PDA-ITK-021623	
General Authorization	J2R Solutions, LLC	Nutanix, Inc., Palo Alto Networks, Forescout Technologies, Inc.	N/A	PDA-J2R-061623	
General Authorization	J3 Consulting	Trustwave, Crowdstrike, Inc.	N/A	PDA-J3C-052824	
General Authorization	JEKA Software Inc.	Granicus	N/A	PDA-JEKA-082624	
General Authorization	Jeskell	Dell, EMC	CTA-JSK-05172021	PDA-JSS-022323	
General Authorization	JTEK Data Solutions	EMC, Druva, Pivotal Software, Inc., RSA, ServiceNow, Inc., Sym	MASAA-JDS-092314	PDA-JTEK-022323	
General Authorization	K Systems Solutions, LLC	Proofpoint, Inc.	N/A	PDA-KSS-050525	
General Authorization	Kambrian Corporation	Exterro, Inc., Adobe, Flexera Software, LLC, Granicus, Apptio, I	PDA-KC-03302022	PDA-KAC-021323	
General Authorization	Kay Kay LLC	10ZiG Technology, Adobe, Bentley Systems Incorporated, Com	N/A	PDA-KAY-071125	
General Authorization	Keeper Technology, LLC	Quantum Corporation	N/A	PDA-KPT-052025	
General Authorization	Kelyn Technologies	Commvault	PD-KLT-111516	PDA-KEL-022323	
General Authorization	Knot Technology Solutions	Adobe, Druva, Condusiv, Gigamon, Micro Focus Government S	PDA-KTS-09192022	PDA-KTS-020723	
General Authorization	KR2 Technology	Google, Inc., Informatica LLC, Mandiant, Inc., Red Hat, Inc., Spl	N/A	PDA-KR2-110723	
General Authorization	Kudeslki Security, Inc.	Corelight, Inc., F5 Networks, Inc.	N/A	PDA-KUD-053123024	
General Authorization	LANRover	Sentinel One	N/A	PDA-LNS-012626	
General Authorization	Layer 3 Technologies	Sophos, Inc.	N/A	PDA-L3T-062025	
General Authorization	Lead Data Technologies, Inc.	Check Point Software Technologies, Inc.	N/A	PDA-LDT-041025	
General Authorization	LH Computer Services	Quantum Corporation	N/A	PDA-LHC-090825	
General Authorization	LilyPad EV	Chargepoint	N/A	PDA-SHC-101624	
General Authorization	Liona Enterprises, Inc.	Blackberry Corporation	N/A	PDA-LNE-010424	
General Authorization	Logicalis, Inc.	Dell, Microsoft, Palo Alto Networks, Tableau Software, Inc., Tre	N/A	PDA-LGC-081224	
General Authorization	Logistics365, Inc.	Fortra, LLC	N/A	PDA-LGS-081224	
General Authorization	Loial, Inc.	Tenable Public Sector	N/A	PDA-TPS-081723	Name Changed from Aquila, Inc. to Loial, Inc.
General Authorization	LoudonTec	Box, Inc.	N/A	PDA-LOU-04172024	
General Authorization	LTT Partners	Ericsson Enterprise Wireless Solutions, Inc.	N/A	PDA-LTT-020226	
General Authorization	Lyme Computer Systems, Inc., dba Lyme Technology S	Microsoft, Salesforce.com, Akamai Technologies, Inc., Copado,	N/A	PDA-LYM-010625	
General Authorization	M2 Technology, Inc.	Thales E-Security, Inc., Trend Micro Incorporated, Nutanix, Inc.	PD-M2T-071118	PDA-M2T-020223	
General Authorization	Main Sail	SAP Public Sector Services, Inc., SAP NS2, cBEYONData LLC, Ice	PDA-MAI-102220	PDA-MS-021623	
General Authorization	Mainline Information Systems, Inc.	CA Technologies, F5 Networks, Inc., Infoblox Federal, Inc., Nut	N/A	PDA-MIS-062123	
General Authorization	ManTech Advanced Systems International, Inc.	Google, Inc.	N/A	PDA-MNT-09032024	

General Authorization	Mark III Systems, Inc.	NVIDIA Corporation	N/A	PDA-MRK3-102623	
General Authorization	Melillo Consulting	Micro Focus Government Solutions	N/A	PDA-MEL-050624	
General Authorization	Merito Solutions, Inc.	Micro Focus Government Solutions	N/A	PDA-MER-060823	
General Authorization	Merlin International, Inc.	Trustwave, Adobe, Contrast Security, Cyber-Ark Software, Inc.,	N/A	PDA-MER-041723	
General Authorization	METGreen Solutions	Gimmal LLC	N/A	PDA-MTG-041024	
General Authorization	Metrix Solutions LLC	Palo Alto Networks	N/A	PDA-MXS-041823	
General Authorization	MGT Impact Solutions, LLC	Infoblox Federal, Inc., Palo Alto Networks, Arista Networks, Vm	N/A	PDA-L3C-110723	Previously Layer 3 Communications, LLC, now MGT Impact Solutions, LLC
General Authorization	MicroAge	10ZiG Technology, Blackberry Corporation, F5 Networks, Inc., I	PDA-CSI-08012022	PDA-CST-050323	
General Authorization	Mid-Atlantic Data Corp	Verkada, Inc.	N/A	PDA-MRC-121224	
General Authorization	Mission Critical Systems	Cylance, Inc., Forescout Technologies, Inc., Fortinet, Inc., Manc	PDA-MCS-08092022	PDA-MCS-020723	
General Authorization	Mission First Cyber, LLC	RSA, Forescout Technologies, Inc.	N/A	PDA-MFC-121224	
General Authorization	Mission IT, LLC	Red Hat, Inc.	N/A	PDA-MIT-041525	
General Authorization	Mission Pheonix LLC	Crowdstrike, Inc.	N/A	PDA-MPX-042924	
General Authorization	MNJ Technologies Direct, Inc.	Sentinel One, Adobe	N/A	PDA-MNJ-022025	
General Authorization	Motion Forward Technologies	Corelight, Inc.	N/A	PDA-MFI-012026	
General Authorization	Mvation Worldwide, Inc.	Adobe, Datalocker, EMC, Symantec Corporation, Veritas, RSA,	PD-MVT-012518	PDA-MVW-020623	
General Authorization	MVS Inc.	Accela, Inc.	N/A	PDA-MVS-013024	
General Authorization	NDM Technologies LLC	Micro Focus Government Solutions, RSA	PDA-NDMT-06292022	PDA-NDM-020923	
General Authorization	Netsync Network Solutions, Inc.	Cohesity, Inc., Red Hat, Inc., Wiz, Inc., Infoblox Federal, Inc., Ak	N/A	PDA-NNS-030424	
General Authorization	Network Technology Partners	Sentinel One	N/A	PDA-NTP-082125	
General Authorization	Networks Consulting Services, Inc.	Ivanti, Inc.	N/A	PDA-NSCI-091724	
General Authorization	NetX Information Systems	Symantec Corporation, Veritas, Cohesity, Inc.	MASAA-NIS-091913	PDA-NTX-020723	
General Authorization	New Tech Solutions	Adobe, Axway, Inc., Blackberry Corporation, Cloudera, Inc., Da	PDA-NWT-04142021	PDA-NTS-022223	
General Authorization	NewBeg, Inc.	Nutanix, Inc., Tanium, Carahsoft Technology Corporation	N/A	PDA-NBG-060424	
General Authorization	Next Tier Concepts, Inc.	Google, Inc.	N/A	PDA-NTC-08062024	
General Authorization	Nexum, Inc.	Sentinel One	N/A	PDA-NXM-042925	
General Authorization	Norseman, Inc.	BeyondTrust Corporation, Datalocker, Inc., EMC, Gigamon, Infc	MASAA-NOR-051816	PDA-NOR-020923	
General Authorization	Northwest Regional Data Center	Forescout Technologies, Inc., Proofpoint, Inc., Symantec Corpo	N/A	PDA-NWR-051123	
General Authorization	Novacoast, Inc.	Micro Focus Government Solutions, Microsoft, Recorded Futur	MASAA-NVC-021214	PDA-NVC-013123	
General Authorization	Nth Generation Computing	Cyber-Ark Software, Inc., Nutanix, Inc.	PD-NTHG-09202019	PDA-NGC-021323	
General Authorization	NTT America, Inc.	Symantec Corporation, Vmware, Inc., Genesys, Fortinet, Inc., Z	N/A	PDA-NTT-120423	
General Authorization	NuHarbor Security	Okta, Palo Alto Networks, Splunk, Tenable Public Sector, Zscale	PDA-NHS-071822	PDA-NHS-021623	
General Authorization	Oakland Consulting Group, Inc.	SAP Public Services, Inc., SAP NS2, Deltek, Inc.	N/A	PDA-OCG-033023	
General Authorization	Olympus Solutions, Inc.	SailPoint Technologies, Inc.	N/A	PDA-OLY-110725	
General Authorization	OmniVista Consulting, LLC	ServiceNow, Inc.	N/A	PDA-OMV-061225	
General Authorization	One Technology Corporation	F5 Networks, Inc., Red Hat, Inc.	PDA-OTC-06052020	PDA-OTC-022023	
General Authorization	Opkalla, Inc.	Okta, Inc.	N/A	PDA-OPK-111723	
General Authorization	Optiv Federal, Inc., dba Optiv+ClearShark	Adobe, Arista Networks, Carahsoft Technology Corporation, Cy	PDA-CLS-08012022	PDA-CSH-020123	
General Authorization	Optiv Security, Inc.	Anomali, AppViewX, Axway, Inc., BeyondTrust Corporation, Bla	PDA-OSI-04122022	PDA-OPS-013123	
General Authorization	ORI	Qliktech, Inc.	N/A	PDA-ORI-013124	
General Authorization	OSI Federal Technologies, Inc.	Micro Focus Government Solutions, OPEXUS, Box, Inc.	N/A	PDA-OSI-081623	
General Authorization	Panamerica Computers, Inc. dba Pci Tec	Micro Focus Government Solutions, Dell, EMC	PD-PCI-062618	PDA-PCI-011223	
General Authorization	Paragon Micro	10ZiG Technology, Arista Networks, F5 Networks, Inc., Mandia	PDA-PGM-02152022	PDA-PRM-011223	
General Authorization	Pascack Data Services, Inc.	Veritas, Vmware, Inc., Arctera US, LLC	N/A	PDA-PDS-073123	
General Authorization	Patriot Allied Solutions LLC	10ZiG Technology	N/A	PDA-PAS-012125	
General Authorization	PB&J Partners LLC	EMC	PDA-PBJ-07292022	PDA-PBJ-022223	
General Authorization	PBG Networks	Nutanix, Inc., Fortinet, Inc., Omnissa, LLC, Palo Alto Networks	N/A	PDA-PBG-061125	
General Authorization	PCS Technologies	Nutanix, Inc., Palo Alto Networks	PDA-PCS-010320	PDA-PCS-022223	
General Authorization	People Driven Technology	Arista Networks, Vmware, Inc., Sentinel One	PDA-PDT-07122022	PDA-PDT-021623	
General Authorization	Phaeton Solutions, LLC	Granicus, Dell, EMC, 10ZiG Technology	N/A	PDA-PHS-082724	
General Authorization	PIER Group	Arista Networks	PDA-PG-08312022	PDA-PIER-022123	
General Authorization	Pillar Global Solutions	Micro Focus Government Solutions, RSA, Thales e-security, Inc	MASAA-PGS-111814	PDA-PGS-011223	
General Authorization	Pinnacle Business Systems	Arista Networks, F5 Networks, Inc., Imperva, Inc., Nutanix, Inc.	PDA-PBS-02092022	PDA-PBS-022823	
General Authorization	PM America	Dell, Hewlett Packard Enterprise Company, Micro Focus Gover	PDA-PMA-020218	PDA-PMU-041023	
General Authorization	Precise Software Solutions	Akamai Technologies, inc., Google, Inc.	N/A	PDA-PSS-061423	
General Authorization	Premier LogiTech	Omnissa, LLC	N/A	PDA-PLT-082225	
General Authorization	Prescriptive Data Solutions	Arista Networks	N/A	PDA-PDS-071425	
General Authorization	Presidio Networked Solutions, LLC	Adobe, Amazon Web Services, Inc., Apptio, Inc., Arista Networ	PDA-PNS-02112022	PDA-PRS-012523	
General Authorization	Professional Information Systems	Vmware, Inc., Zoom	MASAA-PIS-072715	PDA-PIS-011223	
General Authorization	Prosys Information Systems, Inc.	Red Hat, Inc., Commvault, Solarwinds, Vmware, Inc., Nutanix, I	N/A	PDA-PIS-083024	
General Authorization	Protek Information Technology Services	Adobe, Carahsoft Technology Corporation, Celonis, Inc., Googl	N/A	PDA-PTK-030325	
General Authorization	Pythia International, Inc.	Fortinet, Inc.	N/A	PDA-PYT-090324	
General Authorization	Quadyster	Yubico, Inc., Dell	N/A	PDA-QUD-110923	
General Authorization	Quality and Assurance Technology Corp. (QnA Tech)	Adobe, McAfee Public Sector LLC, ExtraHop, Palo Alto Network	MASAA-QNA-071115	PDA-QNA-020923	
General Authorization	Questivity, Inc.	Vmware, Inc., Palo Alto Networks, Granicus	N/A	PDA-QST-060223	
General Authorization	R2 Unified Technologies LLC	BeyondTrust Corporation	N/A	PDA-R2T-010924	
General Authorization	Rackspace	Amazon Web Services, Inc.	N/A	PDA-RAS-07172025	

General Authorization	Radiant Resources	Splunk Inc.	PDA-RAD-021220	PDA-RRI-011223
General Authorization	Raventek Solutions	Akamai Technologies, Inc., Flexera Software LLC, McAfee Publi	PDA-RVT-052722	PDA-RVT-012623
General Authorization	R-DEX Systems, Inc.	Open Text, Inc.	N/A	PDA-RDX-091725
General Authorization	Red River Technology LLC	Adobe, Akamai Technologies, Inc., Cloudera, Inc., Cyber-Ark So	PDA-RRT-071322	PDA-RRT-012523
General Authorization	RedHawk IT Solutions LLC	Qualtrics LLC, Vmware, Inc., Appian, CA Technologies, Granicus	N/A	PDA-RHIT-080923
General Authorization	Resultant LLC	Google, Inc.	PDA-RST-062422	PDA-RES-021323
General Authorization	Reva Solutions	Box, Inc.	PDA-RVS-02112022	PDA-RVS-012523
General Authorization	Rexel Energy Solutions	Chargepoint	N/A	PDA-RUI-08282023
General Authorization	Rhombuzz	Adobe	PD-RHB-032618	PDA-RMB-021323
General Authorization	Ridge IT Corporation	Okta, Inc., Zscaler, Inc.	PDA-RIT-081522	PDA-RGI-011923
General Authorization	Right! Systems	Nutanix	N/A	PDA-RTS-052323
General Authorization	RNSC Technologies LLC	Google, Inc., ExtraHop, Tanium, Inc., Tenable Public Sector, LL	N/A	PDA-RNSC-041824
General Authorization	Rullan Scott Technologies, LLC	Nutanix, Inc.	N/A	PDA-RST-080725
General Authorization	RUSD Solutions	Zoom	N/A	PDA-RUS-03292024
General Authorization	RV Global	Amazon Web Services, Inc.	PDA-RGS-05122020	PDA-RVG-011823
General Authorization	Rx Technology	Cohesity, Inc.	N/A	PDA-RXT-113023
General Authorization	Saitech, Inc.	Adobe, Vmware, Inc., Symantec Corporation	N/A	PDA-STC-111524
General Authorization	SCOOP Cybersecurity LLC	Yubico, Inc., Hack the Box, Ltd., Lookout, Inc.	N/A	PDA-SCC-061124
General Authorization	SD3IT, LLC	Hewlett Packard Enterprise Company, Red Hat, Inc., Rubrik, Inc	N/A	PDA-SD3-01092025
General Authorization	SDA Solutions, LLC	Axonius	N/A	PDA-SDA-031725
General Authorization	SDVO Solutions	Adobe, Splunk, Tanium, MongoDB, Inc., RSA, Tenable Public Se	PD-SDV-120318	PDA-SDVO-022223
General Authorization	Secure Government Technologies	Hootsuite Media, Inc., Okta, Inc., Threatconnect, Inc., Splunk, I	N/A	PDA-SGT-051623
General Authorization	SecureCyber Defense, LLC	Fortinet, Inc.	N/A	PDA-SCD-081425
General Authorization	Sentinel Technologies, Inc.	Verkada, Inc.	N/A	PDA-SEN-102824
General Authorization	Sextant Technologies LLC	RSA	N/A	PDA-SXT-090823
General Authorization	Shadow-Soft LLC	Red Hat, Inc.	N/A	PDA-SHS-05012023
General Authorization	SHI International Corp.	Adobe, Autodesk, Inc., Box, Inc., Dell, EMC, F5 Networks, Inc., I	N/A	PDA-SHI-012523
General Authorization	Sierra Microproducts Inc.	Dell, EMC	N/A	PDA-SMP-092223
General Authorization	Silex Data Solutions	BeyondTrust Corporation, Globalscape, Okta, Inc., Palo Alto Ne	PD-SDS-0652417	PDA-SDS-022423
General Authorization	Silver Line Tech LLC	Red Hat, Inc., Datalocker, Inc., Tableau Software, Inc., CA Techn	N/A	PDA-SLT-07282022
General Authorization	Sinnott Wolach Technology Group	Infoblox Federal, Inc., Splunk, Inc.	PD-SWTG-051917	PDA-SWT-011823
General Authorization	SIRC (Software Information Resource Corp)	Accela, Inc., Adobe, Exterro, Inc., Akamai Technologies, Inc., Au	PDA-SIRC-03092022	PDA-SIRC-021323
General Authorization	Sirius Computer Solutions	Arista Networks, BeyondTrust Corporation, Cyber-Ark Software	PDA-SCS-03012022	PDA-SCS-012523
General Authorization	Sirius Federal	Axway,Inc., Datalocker, Inc., Dell, EMC, F5 Networks, Inc., Giga	N/A	PDA-SRS-042424
General Authorization	SK Universal PLC	Google, Inc.	N/A	PDA-SKU-10222025
General Authorization	SLAM Technical Services LLC dba STS Government	Veritas	N/A	PDA-STS-120225
General Authorization	Smart Point Solutions	Yubico, Inc.	N/A	PDA-SPS-020524
General Authorization	Soccour Solutions	Commvault	N/A	PDA-SOS-121123
General Authorization	SOFtact Solutions	Exabeam, Splunk, Inc., Zscaler, Inc., ServiceNow, Inc.	PDA-SOF-06222021	PDA-SFT-011823
General Authorization	Softchoice Corporation	Okta, Inc., Vmware, Inc., Commvault, Cloudera, Inc.	N/A	PDA-SFT-112723
General Authorization	Softthink Solutions, Inc.	EMC, AINS, Zscaler, Inc., Tenable Public Sector LLC, Dell, Granic	N/A	PDA-STS-08092023
General Authorization	Solai and Cameron Technologies	UiPath, Inc.	PDA-SCT-090622	PDA-SCT-022023
General Authorization	Solution Guidance Corporation	Google, Inc.	N/A	PDA-SGC-06182025
General Authorization	Solutions Simplified	Adobe, Autodesk, Inc., Carahsoft Technology Corporation, Doc	PDA-SOS-02112022	PDA-SSI-020923
General Authorization	Solutions3 LLC	Micro Focus Government Solutions, Hack The Back, Ltd.	PDA-SL3-072518	PDA-SL3-032223
General Authorization	Sourcepass Contemporary, LLC	Fortinet, Inc.	N/A	PDA-SPC-072525
General Authorization	SP6 Consulting LLC	Splunk, Inc.	N/A	PDA-SP6-083123
General Authorization	Sphinx	RSA	PD-SP-12022019	PDA-SPH-022323
General Authorization	SpringML	Google, Inc.	PDA-SML-062921	PDA-SML-022223
General Authorization	Spudtech LLC	Dell, EMC	N/A	PDA-SPUD-053124
General Authorization	Squadra Solutions	ForeScout Technologies, Inc., Palo Alto Networks	PD-SQU-042018	PDA-SSL-011923
General Authorization	SSP Data	F5 Networks, Inc., Mandiant, Inc., Infoblox Federal, Inc.	MASAA-SSP-061015	PDA-SSP-022223
General Authorization	Stealth Solutions, Inc.	Salesforce.com	N/A	PDA-STE-04242024
General Authorization	Sterling Computers	SolarWinds, Palantir Technologies, Inc., Puppet, Inc., Gigamon,	PDA-STC-06142022	PDA-SCC-022423
General Authorization	Storage Engine	Nutanix, Inc., Commvault	PDA-STE-07072020	PDA-STE-022323
General Authorization	StorageHawk	EMC, F5 Networks, Inc., Nutanix, Inc., Symantec Corporation, T	MASAA-SHK-052213	PDA-STH-020123
General Authorization	Stored Technology Solutions, Inc.	Verkada, Inc.	N/A	PDA-STS-031325
General Authorization	Strategic Communications	Google, Inc.	N/A	PDA-SCM-021925
General Authorization	Structured Communication Systems, Inc.	Cyber-Ark Software, Inc., Nutanix, Inc., Palo Alto Networks, Prc	PDA-SCS-091316	PDA-SCS-013123
General Authorization	Sun Management	Arista Networks, Cylance, Inc., Mandiant, Inc., Infoblox Federal	MASAA-SMT-070313	PDA-SUN-022223
General Authorization	SVAM International, Inc.	Tanium	N/A	PDA-SVA-09192024
General Authorization	Swish Data	F5 Networks, Inc., Mandiant, Inc., McAfee Public Sector LLC, D	PD-SDC-081919	PDA-SWD-013123
General Authorization	Synacktek, LLC dba 443 Technologies	Nutanix, Inc.	N/A	PDA-443-042925
General Authorization	SZNS Solutions, LLC	Google, Inc.	N/A	PDA-SZN-091525
General Authorization	Tailwind Resource Group	F5 Networks, Inc.	PD-TRG-021521	PDA-TWR-020123
General Authorization	TEC Communications	Mandiant, Inc.	N/A	PDA-TEC-083123
General Authorization	Tech Service Solutions LLC	Granicus, Veritas, Fortra LLC, Forward Networks, Inc., Nvidia, C	N/A	PDA-TSS-031924

General Authorization	TechFocus	EMC, Dell	N/A	PDA-TFS-050423	
General Authorization	Technology Group Solutions, LLC	Vmware, Inc., Gigamon, Dell, EMC, Fortra, LLC, Arista Network	N/A	PDA-TGS-040825	
General Authorization	Technology Integration Group	EMC, Nutanix, Inc., SecureWorks, Inc., Splunk, Inc., Vmware, In	PDA-TIG-08242022	PDA-TIG-012623	
General Authorization	Technology Solutions Provider, Inc (TSPi)	Adobe, Dell, EMC, Mandiant, Inc., Micro Focus Government So	MASAA-TSPi-053113	PDA-TSP-022023	
General Authorization	Tego Data Systems, LLC dba Tego	Rubrik, Inc., Vmware, Inc.	N/A	PDA-TEG-020725	
General Authorization	Telesto	Amazon Web Services, Inc.	PDA-TEL-01102020	PDA-TLG-022223	
General Authorization	Teneo Group LLC	Check Point Software Technologies, Inc.	N/A	PDA-TEG-053124	
General Authorization	TeqSys	Symantec Corporation	MASAA-TQS-032813	PDA-TEQ-022023	
General Authorization	The REDESIGN Group	VMWare, Inc., Palo Alto Networks, Arista Networks, Omnissa, I	N/A	PDA-RDG-072424	
General Authorization	ThirdPacket Technologies, LLC	Box, Inc.	N/A	TPT-PDA-08232024	
General Authorization	Three Wire Systems	CA Technologies, Dell, EMC, Fidelis Security, Forescout Techno	PDA-THW-05122022	PDA-TWS-022323	
General Authorization	Thrive Operations LLC	Nutanix, Inc., Fortinet, Inc.	N/A	PDA-THR-041823	
General Authorization	Thundercat Technology, LLC	Adobe, Akamai Technologies, Inc., Amazon Web Services, Arist	PDA-TDC-04132022	PDA-TCT-020923	
General Authorization	TommyTQL, LLC	Google, Inc., Adobe	N/A	PDA-TQL-092625	
General Authorization	Trace3 LLC	Arista Networks, F5 Networks, Inc., Nutanix, Inc., Palo Alto Net	N/A	PDA-TR3-083023	
General Authorization	Transource	Clearcube Technology, Inc.	N/A	PDA-TRS-050125	
General Authorization	Triad Technology Partners	Adobe, Carahsoft Technology Corporation, ServiceNow, Inc.	MASAA-103114	PDA-TTP-022423	
General Authorization	Trilogy Innovations, Inc.	Red Hat, Inc.	N/A	PDA-TRI-040725	
General Authorization	Triple Point	Amazon Web Services, Inc., McAfee Public Sector LLC	PSA-TPS-07212020	PDA-TPS-022223	
General Authorization	True Zero Technologies LLC	Elasticsearch Federal, Inc., Tanium, Inc., Cribl, Inc., Crowdstrike	N/A	PDA-TZT-022324	
General Authorization	Turtini, LLC	Red Hat, Inc.	N/A	PDA-TIN-101525	
General Authorization	TVAR Solutions, LLC	Arista Networks, Autodesk, Inc., CA Technologies, Rubrik, Inc.,	PDA-TVA-03152022	PDA-TVAR-020223	
General Authorization	UberEther, Inc.	Ping Identity Corporation	N/A	PDA-UBE-081423	
General Authorization	Unico Technology	Palo Alto Networks, Proofpoint, Inc., Nutanix, Inc.	PD-UNICO-051118	PDA-UNI-022223	
General Authorization	Unistar-Sparco Computers, Inc.	Adobe, Verkada, Fortra LLC, Allyant	N/A	PDA-USC-061124	
General Authorization	United Data Technologies	Arista Networks, F5 Networks, Inc., Nutanix, Inc.	PD-UDT-02212019	PDA-UDT-021323	
General Authorization	USA Telecom Consulting, LLC	Zoom	N/A	PDA-UTC-06202024	
General Authorization	V3Gate	Dell, EMC, Nimble, Okta, RSA, ServiceNow, Symantec, Nutanix,	PD-V3G-032917	PDA-V3G-021623	
General Authorization	Vandis	Exabeam, F5 Networks, Inc., Mandiant, Inc., Gigamon, Infoblox	MASAA-VAN-062814	PDA-VAN-012523	
General Authorization	vCloud Tech, Inc.	Adobe, Cellebrite, Inc., Dell, EMC, Micro Focus Government So	PD-VCT-061417	PDA-VCT-020223	
General Authorization	VDA Labs LLC	Ivanti, Inc., Palo Alto Networks, Inc.	N/A	PDA-VDA-110124	
General Authorization	Verinext, Corp.	Check Point Software Technologies, Inc.	N/A	PDA-VRX-031025	
General Authorization	Veteran Enhanced, Inc.	Hitachi Vantara Federal	N/A	PDA-VEH-022724	
General Authorization	Vibrint	VMware, Inc., Tableau Software, Inc., Dell, EMC	N/A	PDA-MDW-090723	From Meadowgate Technologies to Vibrint
General Authorization	Vicom Computer Services, Inc.	McAfee Public Sector LLC, Splunk, Inc., Trend Micro Incorporat	PDA-VCS-02042022	PDA-VCS-022323	
General Authorization	Vinsys Information Technology	Adobe, Google, Inc., Microsoft, Vmware, Inc., Dell, EMC, Twilio	PDA-VNS-07082022	PDA-VIN-020323	
General Authorization	Virtualization Advisors	BeyondTrust Corporation, Microsoft	PDA-VAD-033020	PDA-VRA-022123	
General Authorization	Virtucom	Proofpoint, Inc.	PDA-VIR-121319	PDA-VIR-022223	
General Authorization	Virtuo Group	McAfee Public Sector LLC, Qualys, Inc.	PDA-VRG-060920	PDA-VGP-022323	
General Authorization	Vision Security Solutions	Verkada, Inc.	N/A	PDA-VSS-123025	
General Authorization	Visionary Integration Professionals	Micro Focus Government Solutions, Accela, Inc., Socure, Inc.	PDA-VIP-08102022	PDA-VIP-020623	
General Authorization	VPLS Solutions, LLC	Nutanix, inc.	N/A	PDA-VPL-011425	
General Authorization	WavePort Security	Cylance, Inc., F5 Networks, Inc., Proofpoint, Inc.	PDA-WPS-092518	PDA-WPS-022323	
General Authorization	Webhouse, Inc.	Symantec Corporation	MASAA-WBH-050813	PDA-WBH-012423	
General Authorization	WeEz Solutions LLC	Microsoft, Proofpoint, Inc.	N/A	PDA-WZS-111023	
General Authorization	WestWind Computer Products, Inc.	Micro Focus Government Solutions, Google, Inc.	PDA-WW-03122021	PDA-WCP-022323	
General Authorization	Whitlock Infrastructure Solutions	Micro Focus Government Solutions	N/A	PDA-WIS-041823	
General Authorization	Wildflower International, Ltd.	Dell, EMC, F5 Networks, Inc.	N/A	PDA-WLD-120723	
General Authorization	Winslow Technology Group	Vmware, Inc., Zscaler, Inc., Fortinet, Inc., Microsoft Corporatio	N/A	PDA-WTG-082024	
General Authorization	World Wide Technology, LLC	Adobe, Compasscom Software Corporation, Cyber-Ark Softwar	N/A	PDA-WWT-51223	
General Authorization	WorldTech IT, LLC	F5 Networks, Inc.	N/A	PDA-WOR-05202025	
General Authorization	Wyvern Security, LLC	Amazon Web Services, Inc., Google, Inc., Microsoft	N/A	PDA-WVS-021725	
General Authorization	XenTegra-Gov	Fortinet, Inc., Nutanix, Inc., Vmware, Inc.	PDA-XTG-03022022	PDA-XNT-021323	
General Authorization	XentIT, LLC	Trend Micro Incorporated	N/A	PDA-XEN-012926	
General Authorization	Xerox IT Solutions LLC	Datalocker, Inc., EMC, Mandiant, Inc., Blackberry Corporation,	PD-ITS-052617	PDA-ITS-022023	From ITSavvy to Xerox IT Solutions LLC
General Authorization	Xiologix, LLC	RSA	N/A	PDA-XIO-081425	
General Authorization	York Telecom Corporation	Nice Systems, Inc.	N/A	PDA-YRK-082824	
General Authorization	Z7 Solutions LLC	Commvault, Microsoft, Vmware, Inc., 10ZiG Technology	N/A	PDA-Z7S-042023	
General Authorization	Zikr LLC	Datalocker, Inc.	N/A	PDA-ZIKR-062624	
General Authorization	Zivaro Inc.	Mandiant, Inc., Splunk, Inc., Proofpoint, Inc., Nutanix, Inc.	PDA-ZIV-05132022	PDA-ZIV-022423	

General Services Administration
Federal Supply Service Authorized Federal Supply Schedule Price List

Contractor:
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11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
Phone: (703) 871-8500 Fax: (703) 871-8505
www.carahsoft.com

Contract Number:
47QSWA18D008F
Multiple Award Schedule (MAS)
Period Covered by Contract:
August 22, 2018 – August 21, 2028

Authorized Special Item Numbers (SINs):

Special Item No. 33411:	Purchasing of new electronic equipment
Special Item No. 511210:	Software Publishers
Special Item No. 518210C:	Cloud and Cloud-Related IT Professional Services
Special Item No. 532420L:	Leasing of new electronic equipment
Special Item No. 541370GEO:	Earth Observation Solutions
Special Item No. 54151:	Software Maintenance Services
Special Item No. 54151ECOM:	Electronic Commerce and Subscription Services
Special Item No. 54151S:	Information Technology Professional Services
Special Item No. 561422:	Automated Contact Center Solutions (ACCS)
Special Item No. 611420:	Information Technology Training
Special Item No. 811212:	Maintenance of Equipment, Repair Services &/or Repair/Spare Parts
Special Item No. 333429:	3D Printing and Additive Manufacturing Solutions
Special Item No. 518210ERM:	Electronic Records Management
Special Item No. 493110RM:	Physical Records Management Solutions
Special Item No. 3361E:	Electric and Autonomous Vehicles and Accessories
Special Item No. OLM:	Order-Level Materials (OLM)
Special Item No. 518210FM	Financial Management Quality Service Management Office

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! Is https://gsaadvantage.gov

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Contractor Data and Points of Contact

Contractor's Point of Contact for Contract Administration

Yvonne DLuzen – Contract
Manager Carahsoft
Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
(703) 871-8500 (Main) | (703) 871-8505 (fax)
contracts@carahsoft.com

Business Size: **Other than Small**

DUNs Number: **088365767**

Ordering Instructions / Terms and Conditions

1a. Authorized Special Item Numbers (SINs)

Special Item No. 33411: Purchasing of new electronic equipment.
Special Item No. 511210: Software Publishers
Special Item No. 518210C: Cloud and Cloud-Related IT Professional Services
Special Item No. 532420L: Leasing of new electronic equipment
Special Item No. 541370GEO: Earth Observation Solutions
Special Item No. 54151: Software Maintenance Services
Special Item No. 54151ECOM: Electronic Commerce and Subscription Services
Special Item No. 54151S: Information Technology Professional Services
Special Item No. 561422: Automated Contact Center Solutions (ACCS)
Special Item No. 611420: Information Technology Training
Special Item No. 811212: Maintenance of Equipment, Repair Services &/or Repair/Spare Parts
Special Item No. 333429: 3D Printing and Additive Manufacturing Solutions
Special Item No. 518210ERM: Electronic Records Management
Special Item No. 493110RM: Physical Records Management Solutions
Special Item No. 3361E: Electric and Autonomous Vehicles and Accessories
Special Item No. OLM: Order-Level Materials (OLM)
Special Item No. 518210FM Financial Management Quality Service Management Office

1b. Lowest Priced Model Number and Price for Each SIN:

Not applicable.

1c. Hourly Rates

See the Terms and Conditions for SIN 54151S on pg. 37, below.

2. Maximum Order

SIN 33411	$500,000
SIN 511210	$500,000
SIN 518210C	$500,000
SIN 532420L	$500,000
SIN 541370GEO	$1,000,000
SIN 54151	$500,000
SIN 54151ECOM	$500,000
SIN 54151S	$500,000
SIN 564122	$500,000
SIN 611420	$250,000
SIN 811212	$500,000
SIN 333429	$750,000
SIN 518210ERM	$1,000,000

SIN 493110RM	$1,000,000
SIN 3361E	$2,000,000
SIN OLM	$250,000
SIN 518210FM	$500,000
SIN 541519CSP	$500,00

3. Minimum Order: Not Applicable

4. Geographic Coverage

Domestic and Overseas

5. Point(s) of Production

Varies by Manufacturer

6. Discount from Internal Rate

The GSA Net Price published on GSA Advantage! Reflects the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

7. Quantity Discount

Varies by Manufacturer, as reflected on GSA Advantage!

8. Prompt Payment Terms

Net 30 Days

Information for Ordering Offices: Prompt Payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Government Purchase Card

Accepted for sales at or below the micro-purchase threshold.

Acceptance for purchases above the micro-purchase threshold will be determined on a procurement-by-procurement basis.

10. Foreign Items

None

11a. Time of Delivery

SIN 33411: 45 Days after Receipt of Order

SIN 511210: 30 Days after Receipt of Order
SIN 518210C: 30 Days after Receipt of Order
SIN 532420L: 30 Days after Receipt of Order
SIN 541370GEO: 30 Days after Receipt of Order
SIN 54151: 30 Days after Receipt of Order
SIN 54151ECOM: 30 Days after Receipt of Order
SIN 54151S: 30 Days after Receipt of Order
SIN 561422: 30 Days after Receipt of Order
SIN 611420: 30 Days after Receipt of Order
SIN 811212: 30 Days after Receipt of Order
SIN 333429: 30 Days after Receipt of Order
SIN 518210ERM: 30 Days after Receipt of Order
SIN 493110RM: 30 Days after Receipt of Order
SIN 3361E: 30 Days after Receipt of Order
SIN 518210FM 30 Days after Receipt of Order
SIN 541519CSP 30 Days after Receipt of order

11b. Expedited Delivery

Please contact the Contractor for availability and rates.

11c. Overnight and 2-Day Delivery

Please contact the Contractor for availability and rates.

11d. Urgent Requirements

Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. FOB Point

Destination

13a. Ordering Address

Karina Woods – Operations Manager
Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
(703) 871-8519 (telephone)
(703) 871-8505 (fax)
gsaorders@carahsoft.com

13b. Ordering Procedures

For supplies and services, the ordering procedures and information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment Address

Jillian Szczepanek
Accounts Receivable Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
(703) 871-8614 (telephone)
(703) 871-8505 (fax)
gsapayments@carahsoft.com

15. Warranty Provision

Varies by Manufacturer and Product/Service

16. Export Packing Charges

Not applicable

17. Terms and Conditions of Government Purchase Card Acceptance

Please contact the Contractor for terms and conditions of acceptance.

18. Terms and Conditions of Rental, Maintenance, and Repair (if applicable)

Not applicable

19. Terms and Conditions of Installation

Not applicable

20a. Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and Any Discounts from List Prices (if available)

Not applicable

20b. Terms and Conditions for Any Other Services

Not applicable

21. List of Service and Distribution Points

Not applicable

22. List of Participating Dealers

The full list of Participating Dealers can be found on the Carahsoft website,

GSA MAS Schedule Authorized Dealers | Carahsoft

23. List of Approved Manufacturer CSAs

Manufactures End-User License Agreements

Additional terms may apply.

24a. Preventative Maintenance

None

24b. Special Attributes such as Environmental Attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants)

None

24c. Section 508 Compliance for Electronic and Information Technology

Varies by Manufacturer

25. Data Universal Number System (DUNS) Number

088365767

26. Notification Regarding Registration in System for Award Management (SAM) Database

Contractor has an Active Registration in the SAM database

27. Labor Category Descriptions and Pricing

See the Terms and Conditions for SIN 54151S beginning on page 37 below.

28. Non-Defective Product Returns

Products are eligible for return or replacement within 30 days of invoice. New and unopened product return requests received more than 30 days after invoice are considered to be out-of-policy return requests. These types of requests will be considered on a case-by-case basis. Any applicable shipping costs are to be paid by the customer.

Table of Awarded Special Item Numbers (SINs)

Authorized Special Item Numbers (SINs)	Title/ Description
33411	Purchasing of new electronic equipment
511210	Software Publishers
518210C	Cloud and Cloud-Related IT Professional Services
532420L	Leasing of new electronic equipment
541370GEO	Earth Observation Solutions
54151	Software Maintenance Services
54151ECOM	Electronic Commerce and Subscription Services
54151S	Information Technology Professional Services
561422	Automated Contact Center Solutions (ACCS)
611420	Information Technology Training
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
333429	3D Printing and Additive Manufacturing Solutions
518210ERM	Electronic Records Management
493110RM	Physical Records Management Solutions
3361E	Electric and Autonomous Vehicles and Accessories
OLM	Order-Level Materials (OLM)
518210FM	Financial Management Quality Service Management Office (FM QSMO) Core Financial Management (FM) Solutions and IT Professional Services
541519CSP	Credential Service Providers

Special Item Number Information

Special Item No. 33411: Purchasing of New Electronic Equipment

Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyperconverged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors, and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.

NOTE: Subject to Cooperative Purchasing FSC CLASS 7010 - SYSTEM CONFIGURATION
End User Computers/Desktop Computers Professional Workstations Servers Laptop/Portable/Notebook Computers Large Scale Computers Optical and Imaging Systems Other Systems Configuration Equipment, Not Elsewhere Classified

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Printers Display Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens

Network Equipment

Other Communications Equipment Optical Recognition Input/Output Devices Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT
ADP Support Equipment

FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES
Microcomputer Control Devices Telephone Answering and Voice Messaging Systems

FSC CLASS 7050 - ADP COMPONENTS
ADP Boards

FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT
Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES
Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLES AND HARNESSES
Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL
Coaxial Cables

FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT
Telephone Equipment Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS
Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT
Facsimile Equipment (FAX)

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE
Two-Way Radio Transmitters/Receivers/Antennas Broadcast Band Radio Transmitters/ Receivers/ Antennas Microwave Radio Equipment/Antennas and Waveguides Satellite Communications Equipment

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE
Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE

Radio Navigation Equipment/Antennas

FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE
Airborne Radio Navigation Equipment

FSC CLASS 5830 - INTERCOMMUNICATION AND P UBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE

Pagers and Public Address Systems (wired and wireless transmissions, including background music systems)

FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE
Airborne Radar Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT
Miscellaneous Communications Equipment
Installation (FPDS Code
N070) for Equipment Offered
Deinstallation (FPDS N070)
Reinstallation (FPDS N070)

Special Item No. 511210: Software Publishers

Includes both term and perpetual software

licenses and maintenance. NOTE: Subject to

Cooperative Purchasing

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid

Software Microcomputers

- Software Microcomputers
- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

Special Item No. 518210C: Cloud and Cloud-Related IT Professional Services

Includes commercially available cloud computing services such as Infrastructure as a Service (Iaa S), Platform as a Service (Paa S), and Software as a Service (Saa S) and emerging cloud services. IT professional services that are focused on providing the types of services that support the Government 's adoption of, migration to or governance/management of Cloud computing. Specific labor categories and/or fixed price solutions (e.g. migration services, etc.) that support activities associated with assessing Cloud solutions, refactoring workloads for Cloud solutions, migrating legacy or other systems to Cloud solutions, providing management/governance of Cloud solutions, DevOps, developing cloud native applications or other Cloud oriented activities.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class D305 IT AND TELECOM- TELEPROCESSING, TIMESHARE, AND CLOUD COMPUTING Cloud Computing Services

Table 1: Cloud Computing Services (i.e. IaaS, etc.)

SIN Description	Sub-Categories
• Commercially available cloud computing services • Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing essential characteristics. • Open to all deployment models (private, public, community or hybrid), vendors specify deployment models	**1. Software as a Service (SaaS):** Consumer uses provider's applications on cloud infrastructure. Does not manage/control platform or infrastructure. Limited application level configuration may be available. **2. Platform as a Service (PaaS):** Consumer deploys applications onto cloud platform service using provider-supplied tools. Has control over deployed applications and some limited platform configuration but does not manage the platform or infrastructure. **3. Infrastructure as a Service (IaaS):** Consumer provisions computing resources. Has control over OS, storage, platform, deployed applications and some limited infrastructure configuration, but does not manage the infrastructure.

NOTE: Offerors may optionally select the single sub-category that best fits each cloud service offering, per Service Model Guidance, or select no sub-category if the offering does not fit an existing NIST service model.

DESCRIPTION OF CLOUD COMPUTING SERVICES (i.e. IaaS, etc.) AND PRICING

a) The information provided below is designed to assist Offerors in qualifying cloud computing services and provide complete descriptions.

b) In addition to standard pricing requirements, all pricing models must have the core capability to meet the NIST Essential Cloud Characteristics, particularly with respect to on-demand self-service, while allowing alternate variations at the task order level at agency discretion, pursuant to the guidance on NIST Essential Characteristics.

Table 2 summarizes the additional Offeror provided description requirements for services proposed under the Cloud
Computing Services (i.e Iaa S, etc.). All mandatory description requirements must be complete, and adequate according to evaluation criteria.

In addition, there is one "Optional" reporting descriptions which exists to provide convenient service selection by relevant criteria. Where provided, optional description requirements must be complete and adequate according to evaluation criteria:

1) The NIST Service Model provides sub-categories for the Cloud SIN and is strongly encouraged, but not required. The Service Model based sub-categories provide this SIN with a structure to assist ordering activities in locating and comparing services of interest. Contractors may optionally select the single service model most closely corresponding to the specific service offering.

2) If a sub-category is selected it will be evaluated with respect to the NIST Service Model definitions and guidelines in "Guidance for Contractors".

Table 2: Cloud Service Description Requirements

#	Description Requirement	Reporting Type	Instructions
1	Provide a brief written description of how the proposed cloud computing services (i.e. Iaa S, etc.) satisfies each individual essential NIST Characteristic	Mandatory	The cloud service must be capable of satisfying each of the five NIST essential Characteristics as outlined in NIST Special Publication 800-145. See 'GUIDANCE FOR CONTRACTORS: NIST Essential Characteristics' below in this document for detailed overall direction, as well as guidance on inheriting essential characteristics. The NIST "Measured Service" characteristic requires a minimal "pay as you go" unit of measurement appropriate for the service. In the case of SaaS, the appropriate maximum measured increment of service shall be no more than 30 days per user, or some other equivalent discrete measurement that provides the government with the advantage of frequent (approximately every 30 days) "pay as you go" metering cycles. SaaS products, where consumption is only measured on an annual basis, may better fit under "Term Software License" SIN 132-32. Likewise, offers of any combinations of IaaS, Paa S or any other cloud product services in a bundle or other fashion that do not meet the frequency requirements of approximately 30 - day measurement and billing cycles, will not be accepted as complying with the NIST Measured Service characteristic.
2	Select NIST deployment models for the cloud computing service proposed.	Mandatory	Contractors must select at least one NIST deployment model as outlined in NIST Special Publication 800 - 145 describing how the proposed cloud computing service is deployed. Select multiple deployment models if the service is offered in more than one deployment model. See 'GUIDANCE FOR CONTRACTORS: NIST Deployment Model' below in this document for detailed direction on how to best categorize a service for the NIST deployment models.
3	Optionally select the most appropriate NIST service model that will be the designated sub- category, or may select no sub-category.	Optional	Contractor may select a single NIST Service model to sub-categorize the service as outlined in NIST Special Publication 800-145. Sub- category selection is optional but recommended. See 'GUIDANCE FOR CONTRACTORS: NIST Service Model' below in this document for detailed direction on how to best categorize a service for the NIST Iaa S, Paa S, and Saa S service models.

2) GUIDANCE FOR OFFERORS

This section offers guidance for interpreting the Contractor Description Requirements in Table 2 (above) including the NIST essential cloud characteristics, service models and deployment models. This section is not a list of requirements.

Offeror specific definitions of cloud computing characteristics and models or significant variances from the NIST essential characteristics or models are discouraged and will not be considered in the scope of this SIN or accepted in response to evaluation factors. The only applicable cloud characteristics, service model/subcategories and deployment models for this SIN will be drawn from the NIST 800-145 special publication. Services qualifying for listing as cloud computing services (i.e. Iaa S, etc.) under this SIN must substantially satisfy the essential characteristics of cloud computing as documented in the NIST Definition of Cloud Computing SP 800-145[1]

Offerors must select deployment models corresponding to each way the service can be deployed. Multiple deployment model designations for a single cloud service are permitted but at least one deployment model must be selected.

Both Cloud service model (i.e. Iaa S, etc.) and deployment model (i.e. public, etc.) designations must accord with NIST definitions. Guidance is offered in this document on making the most appropriate selection

a) NIST Essential Characteristics

General Guidance

NIST's essential cloud characteristics provide a consistent metric for whether a service is eligible for inclusion in this SI N. It is understood that due to legislative, funding and other constraints that government entities cannot always leverage a cloud service to the extent that all NIST essential characteristics are commercially available. For the purposes of the Cloud SIN, meeting the NIST essential characteristics is determined by whether each essential capability of the commercial service is available for the service, whether or not the Ordering Activity actually requests or implements the capability. The guidance in Table 3 offers examples of how services might or might not be included based on the essential characteristics, and how the Contractor should interpret the characteristics in light of current government contracting processes.

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1 7 **http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf**

Table 3: Guidance on Meeting NIST Essential Characteristics

Characteristic	Capability	Guidance
On-demand self-service	• Ordering activities can directly provision services without requiring Contractor intervention. • This characteristic is typically implemented via a service console or programming interface for provisioning	Government procurement guidance varies on how to implement on-demand provisioning at this time. Ordering activities may approach on-demand in a variety of ways, including "not-to-exceed" limits, or imposing monthly or other appropriate payment cycles on what are essentially on demand services. Services under this SIN must be capable of true on- demand self-service, and ordering activities and Contractors must negotiate how they implement on demand capabilities in practice at the task order level: • Ordering activities must specify their procurement approach and requirements for on- demand service • Contractors must propose how they intend to meet the approach • Contractors must certify that on-demand self-service is technically available for their service should procurement guidance become available.
Broad Network Access	• Ordering activities are able to access services over standard agency networks • Service can be accessed and provisioned using standard devices such as browsers, tablets and mobile phones	• Broad network access must be available without significant qualification and in relation to the deployment model and security domain of the service • Contractors must specify any ancillary activities, services or equipment required to access cloud services or integrate cloud with other cloud or non-cloud networks and services. For example, a private cloud might require an Ordering Activity to purchase or provide a dedicated router, etc. which is acceptable but should be indicated by the Contractor.
Resource Pooling	• Pooling distinguishes cloud services from simple offsite hosting. • Ordering activities draw resources from a common pool maintained by the Contractor • Resources may have general characteristics such as regional location	• The cloud service must draw from a pool of resources and provide an automated means for the Ordering Activity to dynamically allocate them. • Manual allocation, e.g. manual operations at a physical server farm where Contractor staff configure servers in response to Ordering Activity requests, does not meet this requirement • Similar concerns apply to software and platform models; automated provisioning from a pool is required • Ordering activities may request dedicated physical hardware, software or platform resources to access a private cloud deployment service. However the provisioned cloud resources must be drawn from a common pool and automatically allocated on request.
Rapid Elasticity	• Rapid provisioning and de- provisioning commensurate with demand	• Rapid elasticity is a specific demand-driven case of self-service • 'Rapid' should be understood as measured in minutes and hours, not days or weeks. • Elastic capabilities by manual request, e.g. via a console operation or programming interface call, are required. • Automated elasticity which is driven dynamically by system load, etc. is optional. Contractors must specify whether automated demand-driven elasticity is available and the general mechanisms that drive the capability.

Measured Service	• Measured service should be understood as a reporting requirement that enables an Ordering Activity to control their use in cooperation with self service	• Procurement guidance for on-demand self-service applies to measured service as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually designate other contractual arrangements. • Regardless of specific contractual arrangements, reporting must indicate actual usage, be continuously available to the Ordering Activity, and provide meaningful metrics appropriate to the service measured • Contractors must specify that measured service is available and the general sort of metrics and mechanisms available • The goal of the Measured Service requirement is to ensure Ordering Activities realize the full benefit of "pay as you go" consumption models. Consumption measurements that are not discrete enough or frequent enough (greater than 30 days), will not fulfill this NIST essential characteristic and will not be eligible for inclusion in this SIN.

Inheriting Essential Characteristics

Cloud Services (i.e. Iaa S, etc.) may depend on other cloud services, and cloud service models such as Paa S and Saa S are able to inherit essential characteristics from other cloud services that support them. For example a Paa S platform service can inherit the b road network access made available by the Iaa S service it runs on, and in such a situation would be fully compliant with the broad network access essential characteristic. Cloud Services (i.e. Iaa S, etc.) inheriting essential characteristics must make the inherited characteristic fully available at their level of delivery to claim the relevant characteristic by inheritance.

Inheriting characteristics does not require the inheriting provider to directly bundle or integrate the inherited service, bu t it does require a reasonable measure of support and identification. For example, the Ordering Activity may acquire an Iaa S service from "Provider A" and a Paa S service from "Provider B". The Paa S service may inherit broad network access from "Provider A" but must identify and support the inherited service as an acceptable IaaS provider.

Assessing Broad Network Access

Typically broad network access for public deployment models implies high bandwidth access from the public internet for authorized users.
In a private cloud deployment internet access might be considered broad access, as might be access through a dedicated shared high bandwidth network connection from the Ordering Activity, in accord with the private nature of the deployment model.

Resource Pooling and Private Cloud

All cloud resource pools are finite, and only give the appearance of infinite resources when sufficiently large, as is sometimes the case with a public cloud. The resource pool supporting a private cloud is typically smaller with more visible limits. A finite pool of resources purchased as a private cloud service qualifies as resource pooling so long as the resources within the pool can be dynamically allocate d to the ultimate users of the resource, even though the pool itself appears finite to the Ordering Activity that procures access to the pool as a source of dynamic service allocation.

1) NIST Service Model

The Contractor may optionally document the service model of cloud computing (e.g. Iaa S, Paa S, Saa S, or a combination thereof, that most closely describes their offering, using the definitions in the NIST Definition of

Cloud Computing SP 800 -145. The following guidance is offered for the proper selection of service models.

NIST's service models provide this SIN with a set of consistent sub-categories to assist ordering activities in locating and comparing Cloud services (i.e. Iaa S, etc.) of interest. Service model is primarily concerned with the nature of the service offered and the staff and activities most likely to interact with the service. Contractors should select a single service model most closely corresponding to their proposed service based on the guidance below. It is understood that cloud services can technically incorporate multiple service models and the intent is to provide the single best categorization of the service.

Contractors should take care to select the NIST service model most closely corresponding to each service offered. Contractors should not invent, proliferate or select multiple cloud service model sub-categories to distinguish their offerings, because ad-hoc categorization prevents consumers from comparing similar offerings. Instead vendors should make full use of the existing NIST categories to the fullest extent possible.

For example, in this SIN an offering commercially marketed by a Contractor as "Storage as a Service" would be properly characterized as Infrastructure as a Service (Iaa S), storage being a subset of infrastructure. Services commercially marketed as "LAMP as a Service" or "Database as a Service" would be properly characterized under this SIN as Platform as a Service (Paa S), as they deliver two kinds of platform services. Services commercially marketed as "Travel Facilitation as a Service" o r "Email as a Service" would be properly characterized as species of Software as a Service (Saa S) for this SIN.

However, Contractors can and should include appropriate descriptions (including commercial marketing terms) of the service in the full descriptions of the service's capabilities.

When choosing between equally plausible service model sub-categories, Contractors should consider several factors:

a) Visibility to the Ordering Activity. Service model sub-categories in this SIN exist to help Ordering Activities match their requirements with service characteristics. Contractors should select the most intuitive and appropriate service model from the point of view of an Ordering Activity.

b) Primary Focus of the Cloud Service (i.e. Iaa S, etc.). Services m ay offer a mix of capabilities that span service models in the strict technical sense. For example, a service may offer both Iaa S capabilities for processing and storage, along with some Paa S capabilities for application deployment, or Saa S capabilities for specific applications. In a service mix situation the Contractor should select the service model that is their primary focus. Alternatively contractors may choose to submit multiple service offerings for the SIN, each optionally and separately subcategorized.

c) Ordering Activity Role. Contractors should consider the operational role of the Ordering Activity's primary actual
d) consumer or operator of the service. For example services most often consumed by system managers are likely to fit best as Iaa S; services most often consumed by application deployers or developers as Paa S, and services most often consumed by business users as Saa S.

e) Lowest Level of Configurability. Contractors can consider Iaa S, Paa S and Saa S as an ascending hierarchy of complexity, and select the model with the lowest level of available Ordering Activity interaction. As an example, virtual machines are an Iaa S service often bundled with a range of operating systems, which are Paa S services. The Ordering Activity usually has access to configure the lower level Iaa S service, and the overall service should be considered Iaa S. In cases where the Ordering Activity cannot configure the speed, memory, network configuration, or any other aspect of the Iaa S component, consider categorizing as a Paa S service.

Cloud management and cloud broker services should be categorized based on their own characteristics and not those of the othe r cloud services that are their targets. Management and broker services typically fit the Saa S service model, regardless of whether the services they manage are Saa S, Paa S or Iaa S. Use

Table 3 to determine which service model is appropriate for the cloud management or cloud broker services, or, alternately choose not to select a service model for the service.

The guidance in Table 4 offers examples of how services might be properly mapped to NIST service models and how a Contractor should interpret the service model sub-categories.

Table 4: Guidance on Mapping to NIST Service Models

Service Model	Guidance
Infrastructure as a Service (IaaS)	Select an IaaS model for service based equivalents of hardware appliances such as virtual machines, storage devices, routers and other physical devices. • IaaS services are typically consumed by system or device managers who would configure physical hardware in a non-cloud setting • The principal customer interaction with an IaaS service is provisioning then configuration, equivalent to procuring and then configuring a physical device. Examples of IaaS services include virtual machines, object storage, disk block storage, network routers and firewalls, software defined networks. Gray areas include services that emulate or act as dedicated appliances and are directly used by applications, such as search appliances, security appliances, etc. To the extent that these services or their emulated devices provide direct capability to an application they might be better classified as Platform services (PaaS). To the extent that they resemble raw hardware and are consumed by other platform services they are better classified as IaaS.

Platform as a Service (PaaS)	Select a PaaS model for service based equivalents of complete or partial software platforms. For the purposes of this classification, consider a platform as a set of software services capable of deploying all or part of an application. ● A complete platform can deploy an entire application. Complete platforms can be proprietary or open source ● Partial platforms can deploy a component of an application which combined with other components make up the entire deployment ● PaaS services are typically consumed by application deployment staff whose responsibility is to take a completed agency application and cause it to run on the designated complete or partial platform service ● The principal customer interaction with a PaaS service is deployment, equivalent to deploying an application or portion of an application on a software platform service. ● A limited range of configuration options for the platform service may be available. Examples of complete PaaS services include: ● A Linux/Apache/MySQL/PHP (LAMP) platform ready to deploy a customer PHP application, ● a Windows .Net platform ready to deploy a .Net application, ● A custom complete platform ready to develop and deploy a customer application in a proprietary language ● A multiple capability platform ready to deploy an arbitrary customer application on a range of underlying software services. The essential characteristic of a complete PaaS is defined by the customer's ability to deploy a complete custom application directly on the platform. PaaS includes partial services as well as complete platform services. Illustrative examples of individual platform enablers or components include: ● A database service ready to deploy a customer's tables, views and procedures, ● A queuing service ready to deploy a customer's message definitions ● A security service ready to deploy a customer's constraints and target applications for continuous monitoring The essential characteristic of an individual PaaS component is the customer's ability to deploy their unique structures and/or data onto the component for a partial platform function. Note that both the partial and complete PaaS examples all have two things in common: ● They are software services, which offer significant core functionality out of the box ● They must be configured with customer data and structures to deliver results As noted in IaaS, operating systems represent a gray area in that OS is definitely a platform service, but is typically bundled with IaaS infrastructure. If your service provides an OS but allows for interaction with infrastructure, please sub-categorize it as IaaS. If your service "hides" underlying infrastructure, consider it as PaaS.

Software as a Service (SaaS)	Select a SaaS model for service based equivalents of software applications. • SaaS services are typically consumed by business or subject-matter staff who would interact directly with the application in a non-cloud setting • The principal customer interaction with a SaaS service is actual operation and consumption of the application services the SaaS service provides. Some minor configuration may be available, but the scope of the configuration is limited to the scope and then the permissions of the configuring user. For example an agency manager might be able to configure some aspects of the application for their agency but not all agencies. An agency user might be able to configure some aspects for themselves but not everyone in their agency. Typically only the Contractor would be permitted to configure aspects of the software for all users. Examples of SaaS services include email systems, business systems of all sorts such as travel systems, inventory systems, etc., wiki's, websites or content management systems, management applications that allow a customer to manage other cloud or non-cloud services, and in general any system where customers interact directly for a business purpose. Gray areas include services that customers use to configure other cloud services, such as cloud management software, cloud brokers, etc. In general these sorts of systems should be considered SaaS, per guidance in this document.

2) Deployment Model

Deployment models (e.g. private, public, community, or hybrid) are not restricted at the SIN level and any specifications for a deployment model are the responsibility of the Ordering Activity.

Multiple deployment model selection is permitted, but at least one model must be selected. The guidance in Table 4 offers examples of how services might be properly mapped to NIST deployment models and how the Contractor should interpret the deployment
model characteristics. Contractors should take care to select the range of NIST deploym ent models most closely corresponding to each service offered.

Note that the scope of this SIN does not include hardware or software components used to construct a cloud, only cloud capabilities delivered as a service, as noted in the Scope section.

Table 5: Guidance for Selecting a Deployment Model

Deployment Model	Guidance
Private Cloud	The service is provided exclusively for the benefit of a definable organization and its components; access from outside the organization is prohibited. The actual services may be provided by third parties, and may be physically located as required, but access is strictly defined by membership in the owning organization.
Public Cloud	The service is provided for general public use and can be accessed by any entity or organization willing to contract for it.
Community Cloud	The service is provided for the exclusive use of a community with a definable shared boundary such as a mission or interest. As with private cloud, the service may be in any suitable location and administered by a community member or a third party.
Hybrid Cloud	The service is composed of one or more of the other models. Typically hybrid models include some aspect of transition between the models that make them up, for example a private and public cloud might be designed as a hybrid cloud where events like increased load permit certain specified services in the private cloud to run in a public cloud for extra capacity, e.g. bursting.

Special Item No. 532420L: Leasing of new electronic equipment

Leasing of new electronic equipment. Includes the following lease types:
Lease to Ownership, and Lease with Option to Own

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class W070 LEASE OR RENTAL OF EQUIPMENT- ADP EQUIPMENT/SOFTWARE/SUPPLIERS/SUPPORT EQUIPMENT
Lease of Products

INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY

SIN 532420L Option 1 Lease Terms and Conditions

Option 1 Lease Terms and Conditions does not contain a cancellation clause and all leases automatically expire on September 3 0th or sooner.

52.207-5	Option to Purchase Equipment	Feb 1995
52.227-14	Rights in Data-General	May 2014

1. STATEMENT

a. It is understood by all parties to this contract that orders issued under this SIN shall constitute a lease arrangement. Un less the ordering activity intends to obligate other than annual appropriations to fund the lease, the base period o f the lease is from the date of the product acceptance through September 30 of the fiscal year in which the order is placed.

b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Product Lease or Purchase and OMB Circular A-11. Agencies are responsible for the obligation of funding consistent with all applicable legal principles when entering into any lease arrangement.

2. FUNDING AND PERIODS OF LEASING ARRANGEMENTS

a. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:

i. The base period of an order for any lease executed by the ordering activity shall be for the duration of the fiscal year. All ordering activity renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless t he ordering activity exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the ordering activity exercises its right to terminate under GSAR 552.212 -4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the ordering activity to a renewal.

ii. All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity's intent to renew. Such notice to renew shall not bind

the ordering activity. The ordering activity has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration o f the order. If the ordering activity exercises its option to renew, the renewal order shall be issued within 15 days after funds become available for obligation by the ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.

a. Crossing Fiscal Years Within Contract Period. Where an ordering activity has specific authority to cross fiscal years with annual appropriations, the ordering activity may place an order under this option to lease product for a period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

3. DISCONTINUANCE AND TERMINATION

Notwithstanding any other provision relating to this SIN, the ordering activity may terminate products leased under this agreement, at any time during a fiscal year in accordance with the termination provisions contained in GSAR 552.212 -4(l) Termination for the ordering activity's convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

4. The following terms and conditions may be included.

a. ASSIGNMENT OF CLAIMS

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.8. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

b. PEACEFUL POSSESSION AND UNRESTRICTED USE

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's
mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

c. COMMENCEMENT OF LEASE

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

d. INSTALLATION AND MAINTENANCE

i. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering

activity to ensure that maintenance is in effect for the Lease term for a ll products leased.

ii. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

e. MONTHLY PAYMENTS:

i. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

ii. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value:

For Example: Lease factor one (1) percent over the rate for the three-year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.
The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets.

iii. For any lease extension, the extension lease payment will be ba sed on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. Above.

iv. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to the date of transfer of ownership, whichever is less.

v. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.

vi. In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

f. LEASE END/DISCONTINUANCE OPTIONS

i. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non - Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:

1. to purchase the product for the residual value of the product, or
2. to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new

lease payments shall be computed.

ii. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.

iii. Returns

1. Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.

2. The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.

3. Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.

4. With respect to software, the ordering activity shall state in writing to the Contractor that it has:
   i. deleted or disabled all files and copies of the software from the equipment on which it was installed;
   ii. returned all software documentation, training manuals, and physical media on which the software was delivered; and
   iii. has no ability to use the returned software.

g. UPGRADES AND ADDITIONS

i. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:

1. can be removed without causing material damage to the product;
2. do not reduce the value of the product; and
3. are obtained from or approved by the Contractor and are not subject to the interest of any third party other than the Contractor.

ii. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:

1. were not leased from the Contractor, and
2. are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.

iii. Any additions that are not so removable will become the Contractor's property (lien free).

iv. Leases of additions and upgrades must be co-terminus with that of the product.

h. RISK OF LOSS OR DAMAGE

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

i. TITLE

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid -up license until it has made all lease payments for the full Lease Term in the case of a Lease To Ownership or has otherwise paid the applicable purchase option price.

j. TAXES

The lease payments, purchase option prices, and interest rates identified herein exclude a ll state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local t axing authority. Pursuant to the provisions of FAR 52.229-1 State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

k. ADDITIONAL LEASE TERMS

Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY

SIN 532420L Option 2 Lease Terms and Conditions

Option 2 Lease Terms and Conditions contains a cancellation clause, in which the fee must be in accordance with applicable legal principles.

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity's financial obligation including any potential charges for early end of the lease.

52.207-5	Option to Purchase Equipment	Feb 1995

52.227-14	Rights in Data-General	May 2014

1. LEASING PRICE LIST NOTICE
   a. Contractors must include the following notice in their contract price list for SIN 532420L:

      "The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease."

2. STATEMENT OF ORDERING ACTIVITY INTENT
   a. The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the "Lease Term"). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.

   b. Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

3. LEASE TERM
   a. The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work.

      Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.

   b. Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR and/or DFAR 232.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period. This cross fiscal year authority does not apply to multi-year leases.

   c. The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less

than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

d. Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstances.

4. LEASE TERMINATION

a. The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease.
payments calculated herein.

i. The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with GSAR 552.212-4 paragraphs (l) and (m).

ii. The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.

b. Termination for Convenience of the Ordering Activity: Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with GSAR 552.212-4, Contract Terms and Conditions Commercial Items, paragraph (l) Termination for Convenience of the ordering activity. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be rea sonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling.

c. Termination for Non-Appropriation: The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payments for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non- appropriation shall be provided to the Contractor upon request.

d. Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must
reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.

e. At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

4. The following terms and conditions may be included.

a. ASSIGNMENT OF CLAIMS

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.8. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

b. PEACEFUL POSSESSION AND UNRESTRICTED USE

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's
mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of th e Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

c. COMMENCEMENT OF LEASE

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

d. INSTALLATION AND MAINTENANCE

i. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

ii. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

e. MONTHLY PAYMENTS:

i. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Opera ting Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

ii. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value:

For Example: Lease factor one (1) percent over the rate for the three-year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.
The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets.

iii. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. Above.

iv. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to the date of transfer of ownership, whichever is less.

v. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.

vi. In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

f. LEASE END/DISCONTINUANCE OPTIONS

i. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non - Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:

1. to purchase the product for the residual value of the product, or
2. to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

ii. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.

iii. Returns

1. Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.

2. The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.

3. Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.

4. With respect to software, the ordering activity shall state in writing to the Contractor that it has:
   i. deleted or disabled all files and copies of the software from the equipment on which it was installed;
   ii. returned all software documentation, training manuals, and physical media on which the software was delivered; and
   iii. has no ability to use the returned software.

g. UPGRADES AND ADDITIONS

i. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:

1. can be removed without causing material damage to the product;
2. do not reduce the value of the product; and
3. are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.

ii. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:

1. were not leased from the Contractor, and
2. are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.

iii. Any additions that are not so removable will become the Contractor's property (lien free).

iv. Leases of additions and upgrades must be co-terminus with that of the product.

h. RISK OF LOSS OR DAMAGE

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of lo ss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

i. TITLE

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid -up license until it has made all lease payments for the full Lease Term in the case of a Lease To Ownership or has otherwise paid the applicable purchase option price.

j. TAXES

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from t h e applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an ex-emption from the tax.

k. ADDITIONAL LEASE TERMS

Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

Special Item No. 541370GEO: Earth Observation Solutions

Provides geospatial earth observation technologies, products, and services to include, but not limited to ground, satellite and aerial based sensor data and imagery; worldwide digital transmission, internet, data, and video services and products through various networks, platforms, and applications. Offerings include global coverage, imagery, archive storage and distribution, monitoring, basemaps (mosaics), and earth observation solutions for accurate, mission critica l information for uses to include, but not limited to, environmental, agriculture, meteorology, forestry, fish & wildlife habitats, disaster response and recovery, defense, maritime, mapping, humanitarian support, transportation, and public safety.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class D304 IT AND TELECOM-
TELECOMMUNICATIONS AND TRANSMISSION
IT AND TELECOM-TELECOMMUNICATIONS AND TRANSMISSION

FSC/PSC Class D305 IT AND TELECOM- TELEPROCESSING,

TIMESHARE, AND CLOUD COMPUTING

- IT AND TELECOM- TELEPROCESSING, TIMESHARE, AND CLOUD COMPUTING

FSC/PSC Class D317 IT AND TELECOM- WEB-BASED SUBSCRIPTION

- Creation/Retrieval of IT Related Data Services
- Creation/Retrieval of Other Information Services
- Web-Based Subscription

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS

- Other IT and Telecommunications Services

Special Item No. 54151: Software Maintenance Services

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

NOTE: Subject to Cooperative Purchasing

Special Item No. 54151ECOM: Electronic Commerce and Subscription Services

Includes value added network services, e-mail services, Internet access services, electronic subscription services, data transmission services, and emerging electronic commerce technologies.

NOTE: Subject to Cooperative Purchasing

Special Item No. 54151S: Information Technology Professional Services

IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.

NOTE: Subject to Cooperative Purchasing

Commercial Job Title: Consulting Engineer

Minimum/General Experience: Has approximately 5 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.

Functional Responsibility: Working under close supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others

involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

Minimum Education: B.A. or B.S. in Computer Science, Engineering, Mathematics, Economics or Business.

Commercial Job Title: Information Architect

Minimum/General Experience: Has approximately 2 years of experience with skills covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of multi-tier network configurations for web enabled applications. Possesses a clear understanding of the interrelationships of firewalls, network devices, and servers and clear knowledge of a specific web enabling technology (i.e. Microsoft or Netscape servers). Possesses experience with database and/or email integration, Internet network design (DMZ, routers, switching) and system administration practices.

Functional Responsibility: Designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Project Manager

Minimum/General Experience: Has approximately 2 years of experience within information system project-oriented environments. Leads planning, scheduling, monitoring, and reporting activities for projects. Facilitates needs assessment and development of recommended project control solutions to be used for planning, scheduling and tracking of each project though integration of various project management tools. Develops project controls and reporting procedures. Assists in the training of the project team on application of the procedures. Analyzes project progress/costs and assists with development and evaluation of alternatives when the project falls behind schedule or exceeds budget. Develops and delivers presentations to customer management. Integrates specific industry methodologies to appropriate project management solutions.

Functional Responsibility: Possesses a thorough understanding of the process requirements and provide b o t h technical and management oversight of the project. Responsible for customer satisfaction, serves as the single point of contact, compliance with the Statement of Work, project planning and management, resource allocation, and reporting.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Consulting Engineer

Minimum/General Experience: Has approximately 10 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.

Functional Responsibility: Provides supervision, person provides technical or scientific and project support for multiple large- scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting. complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Consulting Engineer

Minimum/General Experience: Has approximately 10 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.

Functional Responsibility: Provides supervision, person provides technical or scientific and project support for multiple large- scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting. complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Information Architect

Minimum/General Experience: Has approximately 7 years of experience with skills covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of multi-tier network configurations for web enabled applications. Possesses a clear understanding of the interrelationships of firewalls, network devices, and servers and clear knowledge of a specific web enabling technology (i.e. Microsoft or Netscape servers). Possesses experience with database and/or email integration, Internet network design (DMZ, routers, switching) and system administration practices. Functional Responsibility: Provides supervision, person designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science

Commercial Job Title: Senior Project Manager

Minimum/General Experience: Has approximately 7 years' experience within information system project-oriented environments. Leads planning, scheduling, monitoring, and reporting activities for projects. Facilitates needs assessment and development of recommended project control solutions to be used for planning, scheduling and tracking of each project though integration of various project management tools. Develops project controls and reporting procedures. Assists in the training of the project team on application of the procedures. Analyzes project progress/costs and assists with development and evaluation of alternatives when the project falls behind schedule or exceeds budget. Develops and delivers presentations to customer management. Integrates specific industry methodologies to appropriate project management solutions.

Functional Responsibility: Provides supervision, person possesses a thorough understanding of the process requirements and provide both technical and management oversight of the project. Responsible for customer satisfaction, serves as the single point of contact, compliance with the Statement of Work, project planning and management, resource allocation, and reporting.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Labor Category	**August 2022 August 2023**	**August 2023 August 2024**	**August 2024 August 2025**	**August 2025 August 2026**	**August 2026 August 2027**	**August 2027 August 2028**
	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
Consultant Engineer	222.68	229.27	236.06	243.04	250.24	257.64
Information Architect	217.64	224.08	230.71	237.54	244.57	251.82
Project Manager	217.64	224.08	230.71	237.54	244.57	251.82
Senior Consulting Engineer	255.74	263.30	271.10	279.12	287.39	295.89
Senior Information Architect	278.49	286.73	295.21	303.95	312.95	322.21
Senior Project Manager	272.76	280.83	289.14	297.69	306.51	315.58

Special Item No. 561422: Automated Contact Center Solutions (ACCS)

ACCS is defined as any combination of products, equipment, software and/or services that are required to establish and maintain contact center capabilities managed by the contractor for an agency. These include a wide range of automated and attended managed solutions that allow agencies to respond to inquiries from the public. Permissible offerings under this SIN may include any technologies or services required to deliver and support ACCS to agencies, including but not limited to: • Technology: Automated services to include but not limited to Artificial Intelligence (AI), Chat Bots, Robotic Process Automation, Interactive Voice Response (IVR), Voice/Speech Recognition, Text-to-Speech, Voicemail, Callback, Web Callback, Email Delivery, Hosted Online Ordering, Hosted Email Web Form, Hosted FAQ Service, etc.

NOTE: Subject to Cooperative Purchasing

Special Item No. 611420: Information Technology Training

Includes training on hardware, software, cloud, and

other applicable systems. NOTE: Subject to

Cooperative Purchasing

FSC/PSC Class U012 EDUCATION/TRAINING-
INFORMATION TECHNOLOGY/TELECOMMUNICATIONS
TRAINING

Training Courses for Information Technology Equipment and Software

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Special Item No. 811212: Maintenance of Equipment, Repair Services and/or Repair/Spare Parts

Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

FSC/PSC Class J058 – Maintenance and Repair of Communication Equipment

INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY

SIN 811212 Hardware Maintenance Order Terms

1) Service Areas
   a) The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a (**insert miles) mile radius of the Contractor/Original Equipment Manufacturer (OEM) service points.. If any additional charge is to apply because of the greater distance from the Contractor/OEM service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.

   b) When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Address		
City	State	Zip Code

2) Loss or Damage
   When the Contractor moves equipment to its/OEM location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

3) Scope
   a) The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.

   b) Equipment placed under maintenance service shall be in good operating condition.
      i. In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

      ii. Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

      iii. If the equipment was not under the Contractor/OEM responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of the contract.

4) Responsibilities
   a) For equipment not covered by a maintenance contract or warranty, repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

b) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.

5) Maintenance Rate Provisions

a) The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

i. Regular Hours: The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

ii. After Hours: Should the ordering activity require that maintenance be performed outside of regular hours, charges for such maintenance, if any, will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.

iii. Travel and Transportation: If any charge is to apply, over and above the regular maintenance rates, due to the distance between the ordering activity location and the Contractor/OEM's service area, the charge will be negotiated at the Task Order level.

	Yes	No
Indicate if there will be an additional charge for travel and transportation.		

a) Quantity Discounts from listed maintenance service rates for multiple equipment owned and/or leased by an ordering activity shall be provided below.

Quantity Range	Discounts
Units	%
Units	%
Units	%

INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY

SIN 811212 Hardware Repair Service Order Terms

1) Service Areas

   a) The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a_(**insert miles) mile radius of the Contractor/Original Equipment Manufacturer (OEM) service points.. If any additional charge is to apply because of the greater distance from the Contractor/OEM service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.

   b) When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Address		
City	State	Zip Code

2) Loss or Damage

When the Contractor moves equipment to its/OEM location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

3) Scope

   a) The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.

   b) Equipment placed under maintenance and/or service shall be in good operating condition.

      i) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

      ii) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

      iii) If the equipment was not under the Contractor/OEM responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of the contract.

4) Responsibilities

a) For equipment not covered by a maintenance contract or warranty, repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

b) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.

5) Repair Service Rate Provisions

a) Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b) Multiple Machines: When repairs are ordered by the ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c) At the Contractor/OEM's Facility

i) When equipment is returned to the Contractor/OEM's Facility for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc.from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

ii) The ordering activity should not return defective equipment to the Contractor/OEM for adjustments and repairs or replacement without prior consultation and instruction.

d) At the Ordering Activity Location (Within Established Service Areas)

i) When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones.
No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates.

e) At the Ordering Activity Location (Outside Established Service Areas)

i) If repairs are to be made at the ordering activity location, and the location is outside the service area terms defined in the GSA Price list. Rates negotiated at the task order will apply.

ii) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required

to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

f) Labor Rates

i) Regular Hours: Contract rates shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service, which was requested during regular hours, but performed at the convenience of the Contractor outside the regular hours.

ii) After Hours: Should the ordering activity require that service be performed outside of regular hours, charges for such service, if any, will be specified in the GSA Price List (I -FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.

iii) Sundays and Holidays: When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates shall apply, and will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.

Repair Service Rates

	Minimum Charge * - Regular Hours	Hourly Rate - After Hours	Hourly Rate - Sunday and Holidays
Contractor/OEM Facility			
Ordering Activity Location (Within Established Service Areas)			
Ordering Activity Location (Outside Established Service Areas)			

*MINIMUM CHARGES INCLUDE FULL __HOURS ON THE JOB

4) Repair Parts/Spare Parts Rate Provision

a) All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in the GSA Price list shall be new, standard parts manufactured by the OEM.

b) All parts shall be furnished at the prices indicated in the Contractor's commercial pricelist dated___, at a Discount of ---- % from such listed prices.

Special Item No. 333429: 3D Printing Solutions and Additive Manufacturing Solutions

333249 Includes printers; ancillary equipment, technical services and supplies required to generate functional prototype images and printed objects. Equipment may include all classes and sizes of 3D Printers, laser imaging devices, post processing devices and ancillary accessories and software to produce functional items. Technical services include but are not limited to: 3D Printing and laser imaging to produce a digital file used to generate functional prototype images and printed objects. All types of consumables and other items related to this SIN are included.

Special Item No. 518210ERM: Electronic Records Management

518210ERM Electronic Records Management Solutions provide a comprehensive capability to solve the complex challenges posed by the movement, manipulation, archiving, security, and management of electronic records. The vendor provides professional management and administrative support personnel with the necessary skills to perform effective record management services for both classified and/or unclassified records. The services are provided using either Government or vendor equipment and facilities or a combination of both. The objective of electronic records management services is to permit the access, maintenance, control, storage, disposition, and transfer of electronic records. Includes any ancillary supplies and/or services necessary to provide a total electronic records management solution.

Vendor Certification for SIN 518210ERM -

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SIN 518210ERM Vendor Certification for Electronic Records Management Solutions- Hyland

Version 3.0 (As of MAS Refresh 18)

For the purposes of the MAS Solicitation, eight (8) specific elements of Electronic Records Management (ERM) Services have been identified. These 8 elements are fully defined and the corresponding requirements are identified in NARA's *Universal Electronic Records Management Requirements* spreadsheet attachment to the Solicitation. These requirements have been established and are administered by the National Archives and Records Administration (NARA). Vendors may provide any combination of the 8 elements of ERM solutions; however, vendors must certify that they are capable of meeting all standards associated with the elements they propose by completing this self-certification. *Vendors must include a completed copy of this certification in their published GSA MAS Contract Price List to help illustrate their ERM capabilities to federal customer agencies.*

Proposed Elements of Electronic Records Management Services:
By selecting the below Elements, you are self-certifying you meet NARA's Universal ERM Requirements for that Element. Select all Elements that apply.

X Element 1 - Office Management Applications
X Element 2 - Electronic Messages
X Element 3 - Social Media
☐Element 4 - Websites
X Element 5 - Photographs (Born-Digital and Scanned Images)
X Element 6 - Digital Audio and Video
X Element 7 - Structured Data
X Element 8 - Shared Drives

In the space below you must provide a brief summary description for each of the above Elements that you have checked off. The summary must include which ERM products/ services/ solutions- currently awarded under SIN 518210ERM of your MAS contract- are related to the respective Element. Example questions are provided for each Element to assist with your response. Those questions are based on NARA's Universal Electronic Records Management Requirements and reflect common questions from agencies. *If you cannot provide a summary description for a given Element, or you do not currently offer products/services/solutions under SIN 518210ERM related to that Element, you cannot self-certify that Element on this form.* Please use as much space as you need below, but be concise! Please respond as "Not applicable" for any Element you did not select above.

The specifics of your below responses are not part of the evaluation criteria for adding SIN 518210ERM. The intention of the below section is to assist agencies with market research and

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help agencies understand your offerings / capabilities as they relate to the above ERM Elements you have selected.

If you have questions about the above ERM Elements and the information on NARA's Universal ERM Requirements spreadsheet, please contact NARA's Records Management Policy Team at rmpolicy@nara.gov.

Element 1 - Office Management Applications

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 1. Some example questions to consider are: Which office management applications does your service/solution manage (e.g. Microsoft 365, Google Workspace, etc.)? How do you associate Office Management documents with a records schedule? How do you apply metadata to Office Management documents?

The Alfresco Digital Business Platform provides out-of-the-box capabilities for office management, alleviating the need for 3rd party collaboration tools in many scenarios. These features include version control, redaction, annotations, basic workflow, and record management. The Alfresco Enterprise Viewer also provides the option to actively collaborate on documents and annotations in real-time.

Alfresco provides native connectivity directly to Office products via Alfresco Office Services. Office 365 is fully supported through an add-on plugin, available for an additional charge, which provides significantly higher functionality. Users can edit Microsoft Office documents including Word, Excel and PowerPoint that are stored in Alfresco from the Digital Workspace directly in Office 365 Online.

Alfresco also provides the Google Docs Integration, which allows you to use Google Docs to edit document content stored in Alfresco Content Services, as an alternative to the online and offline editing capabilities in Alfresco Share.

Alfresco provides a very flexible Content Model that allows you to create and manage your own custom property models. Customers can create custom types, aspects, and properties to apply to documents. Taxonomy is applied using rules within the Alfresco environment so that, when content is added, the proper content model (taxonomy) is applied to the added content. Once content is stored in the Alfresco content repository, moving it to Records Management can be triggered by a file rule, metadata properties, or ad-hoc user task.

Element 2 - Electronic Messages

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 2. Some example questions to consider are: Which electronic messages does your service/solution manage (e.g. SMS/MMS, iMessage, WhatsApp, social media messages, voicemail, etc.)? Are you able to capture SMS/MMS at the carrier-level? How do you apply metadata to electronic messages? Where are records stored (e.g. managed in the system in which they were created or in a dedicated recordkeeping system)?

Alfresco manages virtually any file format for storage, workflow, and records management capabilities. Records are stored in their native file format in the Alfresco repository, which can have a backend database of choice (Standard DB, S3 Bucket, etc.) There are purpose-built

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integration methods for monitoring email messages for easy ingestion and metadata capture. Emails and attachments can be ingested into the Alfresco Content Services solution and made available via IMAP or the Outlook plugin. Alfresco then displays files using a transform engine to allow visibility through the Alfresco viewer. Alfresco does not support SMS/MMS capture at the carrier level, but using open APIs enables easy configuration to 3rd party tools built for this purpose.

Element 3 - Social Media

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 3. Some example questions to consider are: Which social media platforms does your solution/services capture and manage (e.g. Facebook, YouTube, Instagram, WordPress)? What technology is used to capture social media records? What frequency can your solution/services capture? How do you address changes in what social media platforms allow for capture?

Alfresco can manage social media posts as per any other content via use of Alfresco Federation Services. While the social media itself remains in its original storage location, it can be tracked and made subject to records management and additional Alfresco functions. The frequency of capture can be configured via the job scheduler, which can be trigger based, time-bsed, or a combination of the two.

Questions for Element 4 - Websites

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 51821OERM that help agencies meet Element 4. Some example questions to consider are: What technology do you use to crawl websites? Do you have the capability to capture internal and external sites? What formats do you use for web captures? Can you capture websites in NARA-acceptable formats? What quality assurance processes/tools do you offer?

Not applicable.

Questions for Element 5 - Photographs (Born-Digital and Scanned Images)

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 5. Some example questions to consider are: How do you associate Photographs with a records schedule? How do you apply metadata for categorization and searchability to Photographs?

The Alfresco DBP manages content in its native format, and based on that format, applies the necessary metadata related to the content type. For photos and digital images, Alfresco will apply standard metadata properties that include Name, Title, Author, Created Date, etc. - but in addition will apply metadata around the photo itself, including the EXIF data. The EXIF data includes data and time of capture, photo size, resolution, camera manufacturer, etc.

Photos and digital images are stored in the Alfresco content repository using the database of choice (S3 bucket, Standard DB, etc.), where Records Management capabilities can be applied in a variety of ways including folder rules, ad-hoc user task, or metadata properties.

Questions for Element 6 - Digital Audio and Video

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 51821OERM that help agencies meet Element 6. Some example questions to consider are: How do you associate Digital Audio and

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Video files with a records schedule? How do you apply metadata for categorization and searchability to Digital Audio and Video?

Alfresco can import, store, and manage virtually any file format, including audio and video files. The Alfresco Enterprise Viewer provides viewing and redaction capabilities for photos or videos stored within Alfresco. Metadata properties are defined in the content modeler and can be driven based on folder rules or document type as they are ingested into Alfresco. Video and audio files are stored in the Alfresco content repository, where Records Management capabilities can be applied in a variety of ways including folder rules, ad-hoc user task, or metadata properties.

Questions for Element 7 - Structured Data

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 51821OERM that help agencies meet Element 7. Some example questions to consider are: What is your approach to managing structured data? Do you offer solutions additional to what the agency uses, work with their current systems, or both?

Alfresco provides a highly configurable content model allowing virtually any information to be captured as meta-data relevant to a content item. Meta-data stored is subject to the same records management capability as the content itself. Using this content model key structured data can be stored alongside unstructured data.

Questions for Element 8 - Shared Drives

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 8. Some example questions to consider are: What capabilities does your solution/services provide for identifying duplicates? What other organizational methods do you employ for managing shared drives?

Out of the box, Alfresco prevents uploading a file with the same name and will identify that via naming convention. Duplicate detection is also available via the search engine.

Alfresco recommends leveraging Federation Services for managing content stored in shared drives. Alfresco Federation provides a powerful and easy way to search and manage content federated from leading business systems and content management applications. Manage in place functionality allows you to access, control, and govern content residing in more than sixty different business and content repository types. This provides a single view of information across different content systems, by synchronizing content into Alfresco Content Services. By connecting information from different systems, you can provide a single view of information stored across multiple repositories.

Hyland Software, Inc. hereby certifies that we are capable of meeting all standards described in the solicitation and NARA's Universal Electronic Records Management Requirements attachment for each of the sections of ERM Elements we have proposed, as indicated above.

DocuSigned by:

F456386991B741F...

Hyland Software, Inc.

DocuSign Envelope ID: C1F4BD18-8E78-4C8C-BF0E-538241A72803

*(To be signed only by an **authorized principal,** with authority to bind the undersigned contractor)*

Leonard Kim
Name (Printed)

Chief Product Officer
Title

4/30/24
Date

Change log for Version 3.0

1. The following ERM Elements were removed or updated in order to remain at parity with the Elements listed in NARA's Universal Electronic Records Management Requirements spreadsheet (Version 3)
    - Removed Cloud Services
    - Removed Engineering Drawings
    - Changed Digital Media (Photo) to Photographs
    - Combined Digital Audio and Video
2. The following ERM Elements names have been updated to remove the reference to their former name used in Version 1 of this document:
    - Element 1 - Office Management Applications: removed "(formerly 'Desktop Applications')" from the Element name
    - Element 7 - Structured Data: removed "(formerly 'Databases')" from the Element name
3. Added requirement for contractors to provide a brief summary of awarded offerings for each ERM Element that they self-certify. Added instructional language along with example questions for each Element to assist contractors with their responses.

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SIN 518210ERM Vendor Certification for Electronic Records Management Solutions – AvePoint

Version 3.0 (As of MAS Refresh 18)

For the purposes of the MAS Solicitation, eight (8) specific elements of Electronic Records Management (ERM) Services have been identified. These 8 elements are fully defined and the corresponding requirements are identified in NARA's *Universal Electronic Records Management Requirements* spreadsheet attachment to the Solicitation. These requirements have been established and are administered by the National Archives and Records Administration (NARA). Vendors may provide any combination of the 8 elements of ERM solutions; however, vendors must certify that they are capable of meeting all standards associated with the elements they propose by completing this self-certification. *Vendors must include a completed copy of this certification in their published GSA MAS Contract Price List to help illustrate their ERM capabilities to federal customer agencies.*

Proposed Elements of Electronic Records Management Services:
By selecting the below Elements, you are self-certifying you meet NARA's Universal ERM Requirements for that Element. Select all Elements that apply.

- ■ Element 1 - Office Management Applications
- ■ Element 2 - Electronic Messages
- ■ Element 3 - Social Media
- ■ Element 4 - Websites
- ■ Element 5 - Photographs (Born-Digital and Scanned Images)
- ■ Element 6 - Digital Audio and Video
- ■ Element 7 - Structured Data
- ■ Element 8 - Shared Drives

In the space below you must provide a brief summary description for each of the above Elements that you have checked off. The summary must include which ERM products/ services/ solutions — currently awarded under SIN 518210ERM of your MAS contract — are related to the respective Element. Example questions are provided for each Element to assist with your response. Those questions are based on NARA's Universal Electronic Records Management Requirements and reflect common questions from agencies. *If you cannot provide a summary description for a given Element, or you do not currently offer products/services/solutions under SIN 518210ERM related to that Element, you cannot self-certify that Element on this form.* Please use as much space as you need below, but be concise! Please respond as "Not applicable" for any Element you did not select above.

The specifics of your below responses are not part of the evaluation criteria for adding SIN 518210ERM. The intention of the below section is to assist agencies with market research and

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help agencies understand your offerings / capabilities as they relate to the above ERM Elements you have selected.

If you have questions about the above ERM Elements and the information on NARA's Universal ERM Requirements spreadsheet, please contact NARA's Records Management Policy Team at rmpolicy@nara.gov.

Element 1 - Office Management Applications

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 1. Some example questions to consider are: Which office management applications does your service/solution manage (e.g. Microsoft 365, Google Workspace, etc.)? How do you associate Office Management documents with a records schedule? How do you apply metadata to Office Management documents?

The AvePoint platform broadly supports and manages data within office automation and productivity suites, including Microsoft (e.g., Office 365, Dynamics 365, Exchange, Power Platform…, etc.), Google Workspace, and Salesforce. For records management, AvePoint applies metadata tagging to support a records schedule using a rules-based engine that can include logic such as filename, location, contents, file type, etc., to apply management rules based on applied tags.

Element 2 - Electronic Messages

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 2. Some example questions to consider are: Which electronic messages does your service/solution manage (e.g. SMS/MMS, iMessage, WhatsApp, social media messages, voicemail, etc.)? Are you able to capture SMS/MMS at the carrier-level? How do you apply metadata to electronic messages? Where are records stored (e.g. managed in the system in which they were created or in a dedicated recordkeeping system)?

The AvePoint platform primarily supports SMS messages for Omni-channel communications in solutions for citizen services. Messages are captured using third-party communication solutions such as Twilio. Metadata is applied when content, including electronic messages, is captured in a supported repository. Records are stored using Microsoft content management and database solutions (e.g., SharePoint and Azure services).

Element 3 - Social Media

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 3. Some example questions to consider are: Which social media platforms does your solution/services capture and manage (e.g. Facebook, YouTube, Instagram, WordPress)? What technology is used to capture social media records? What frequency can your solution/services capture? How do you address changes in what social media platforms allow for capture?

The AvePoint platform captures messages that may be stored in office management applications, including Microsoft and Google. Metadata is applied when content, including social media content, is captured in a supported repository. However, it does not manage social media platforms directly (e.g., Facebook, YouTube, Instagram, WordPress).

Questions for Element 4 - Websites

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 4. Some example questions to consider are: What technology do you use to crawl

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websites? Do you have the capability to capture internal and external sites? What formats do you use for web captures? Can you capture websites in NARA-acceptable formats? What quality assurance processes/tools do you offer?

The AvePoint platform will capture and manage data within internal sites (e.g., SharePoint). For internal/intranet sites on SharePoint, full-fidelity quality is ensured as metadata tags are applied directly to the source content in-place. The AvePoint platform does not currently crawl external websites/the web for capture.

Questions for Element 5 - Photographs (Born-Digital and Scanned Images)

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 5. Some example questions to consider are: How do you associate Photographs with a records schedule? How do you apply metadata for categorization and searchability to Photographs?

The AvePoint platform will capture and manage photographs by applying metadata tags to the digital file. The capability allows categorization, search indexing, and the enforcement of retention and disposal (and other management rules) as configured by admins in the platform. Metadata is applied when content, including photograph and general image content, is stored in a supported repository.

Questions for Element 6 - Digital Audio and Video

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 6. Some example questions to consider are: How do you associate Digital Audio and Video files with a records schedule? How do you apply metadata for categorization and searchability to Digital Audio and Video?

The AvePoint platform will capture and manage audio/video content by applying metadata tags to the digital file. The capability allows categorization, search indexing, and the enforcement of retention and disposal (and other management rules) as configured by admins in the platform. Metadata is applied when content, including digital audio and video content, is stored in a supported repository.

Questions for Element 7 - Structured Data

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 7. Some example questions to consider are: What is your approach to managing structured data? Do you offer solutions additional to what the agency uses, work with their current systems, or both?

The AvePoint platform captures data that may be stored in office management applications, including Microsoft and Google. Metadata is applied when content, including structured data, is captured in a supported repository (e.g., SharePoint, shared drives, file stores). However, the AvePoint platform does not directly capture structured data databases (e.g., CRM).

Questions for Element 8 - Shared Drives

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 8. Some example questions to consider are: What capabilities does your solution/services provide for identifying duplicates? What other organizational methods do you employ for managing shared drives?

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The AvePoint platform integrates directly with Shared Drives and captures and manages file-share content by applying metadata tags to the files. The capability allows categorization, search indexing, and the enforcement of retention and disposal (and other management rules) as configured by admins in the platform. Other capabilities of the solution include a 'Storage Optimization' component that can analyze file content for "ROT" (Redundant, Obsolete, and Trivial) which includes identifying Duplicate files.

AvePoint hereby certifies that we are capable of meeting all standards described in the solicitation and NARA's Universal Electronic Records Management Requirements attachment for each of the sections of ERM Elements we have proposed, as indicated above.

AVEPOINT
Offeror

DocuSigned by:
Kevin Briggs
DE4713D18028445...

KEVIN BRIGGS
Name (Printed)

VP, PUBLIC SECTOR
Title

4/29/2024
Date

Change log for Version 3.0

1. The following ERM Elements were removed or updated in order to remain at parity with the Elements listed in NARA's Universal Electronic Records Management Requirements spreadsheet (Version 3)
    - Removed Cloud Services
    - Removed Engineering Drawings
    - Changed Digital Media (Photo) to Photographs
    - Combined Digital Audio and Video
2. The following ERM Elements names have been updated to remove the reference to their former name used in Version 1 of this document:
    - Element 1 - Office Management Applications: removed "(formerly 'Desktop Applications')" from the Element name
    - Element 7 - Structured Data: removed "(formerly 'Databases')" from the Element name
3. Added requirement for contractors to provide a brief summary of awarded offerings for each ERM Element that they self-certify. Added instructional language along with example questions for each Element to assist contractors with their responses.

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SIN 518210ERM Vendor Certification for Electronic Records Management Solutions - Gimmal

Version 3.0 (As of MAS Refresh 18)

For the purposes of the MAS Solicitation, eight (8) specific elements of Electronic Records Management (ERM) Services have been identified. These 8 elements are fully defined and the corresponding requirements are identified in NARA's *Universal Electronic Records Management Requirements* spreadsheet attachment to the Solicitation. These requirements have been established and are administered by the National Archives and Records Administration (NARA). Vendors may provide any combination of the 8 elements of ERM solutions; however, vendors must certify that they are capable of meeting all standards associated with the elements they propose by completing this self-certification. *Vendors must include a completed copy of this certification in their published GSA MAS Contract Price List to help illustrate their ERM capabilities to federal customer agencies.*

Proposed Elements of Electronic Records Management Services:
By selecting the below Elements, you are self-certifying you meet NARA's Universal ERM Requirements for that Element. Select all Elements that apply.

- [x] Element 1 - Office Management Applications
- [x] Element 2 - Electronic Messages
- [x] Element 3 - Social Media
- [x] Element 4 - Websites
- [x] Element 5 - Photographs (Born-Digital and Scanned Images)
- [x] Element 6 - Digital Audio and Video
- [x] Element 7 - Structured Data
- [x] Element 8 - Shared Drives

In the space below you must provide a brief summary description for each of the above Elements that you have checked off. The summary must include which ERM products/ services/ solutions — currently awarded under SIN 518210ERM of your MAS contract — are related to the respective Element. Example questions are provided for each Element to assist with your response. Those questions are based on NARA's Universal Electronic Records Management Requirements and reflect common questions from agencies. *If you cannot provide a summary description for a given Element, or you do not currently offer products/services/solutions under SIN 518210ERM related to that Element, you cannot self-certify that Element on this form.* Please use as much space as you need below, but be concise! Please respond as "Not applicable" for any Element you did not select above.

The specifics of your below responses are not part of the evaluation criteria for adding SIN 518210ERM. The intention of the below section is to assist agencies with market research and

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help agencies understand your offerings / capabilities as they relate to the above ERM Elements you have selected.

If you have questions about the above ERM Elements and the information on NARA's Universal ERM Requirements spreadsheet, please contact NARA's Records Management Policy Team at rmpolicy@nara.gov.

Element 1 - Office Management Applications

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 1. Some example questions to consider are: Which office management applications does your service/solution manage (e.g. Microsoft 365, Google Workspace, etc.)? How do you associate Office Management documents with a records schedule? How do you apply metadata to Office Management documents?

Gimmal Records manages records in-place, documents stored in SharePoint Online and On-Prem, Box, Documentum, FileNet and local Windows file shares. Documents are classified based on the metadata, location and content and a retention period is applied to them based on the records schedule assigned to the classification with support for multi-phased and prioritization of schedules. The metadata used to classify and manage the documents varies within the different repositories. Gimmal Records uses mechanisms available within each of the managed repositories to lock documents identified as records to prevent editing of these documents. Gimmal Records also supports multiple capabilities once a document has reached the end of its lifecycle:

- multi-level approvals
- mark as permanent to facilitate the long term retention of the document
- permanently delete from the source repository
- export to transfer to other archival repositories

Element 2 - Electronic Messages

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 2. Some example questions to consider are: Which electronic messages does your service/solution manage (e.g. SMS/MMS, iMessage, WhatsApp, social media messages, voicemail, etc.)? Are you able to capture SMS/MMS at the carrier-level? How do you apply metadata to electronic messages? Where are records stored (e.g. managed in the system in which they were created or in a dedicated recordkeeping system)?

Gimmal Records provides an integration for Microsoft Outlook that allows emails and attachments to be stored in SharePoint (online and on-premise) with metadata. Electronic messages exported from the source system into standard email formats can be classified and managed using the metadata of such files using mechanisms outlined in Element 1 above.

Element 3 - Social Media

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 3. Some example questions to consider are: Which social media platforms does your solution/services capture and manage (e.g. Facebook, YouTube, Instagram, WordPress)? What technology is used to capture social media records? What frequency can your solution/services capture? How do you address changes in what social media platforms allow for capture?

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Gimmal Records does not directly capture data from social media platforms but if information captured from these platforms is saved into a standard file structure, Gimmal Records can be used to classify such files using the metadata and managed through its necessary lifecycle using mechanisms outlined in Element 1 above.

Questions for Element 4 - Websites

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 4. Some example questions to consider are: What technology do you use to crawl websites? Do you have the capability to capture internal and external sites? What formats do you use for web captures? Can you capture websites in NARA-acceptable formats? What quality assurance processes/tools do you offer?

Gimmal Records does not crawl websites but if information captured from websites is saved into a standard file format, Gimmal Records can be used to classify such files using the metadata and managed through its necessary lifecycle using mechanisms outlined in Element 1 above.

Questions for Element 5 - Photographs (Born-Digital and Scanned Images)

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 5. Some example questions to consider are: How do you associate Photographs with a records schedule? How do you apply metadata for categorization and searchability to Photographs?

Any digital image stored in a repository managed by Gimmal Records can be classified as a record. Once classified, Gimmal would manage the files through its lifecycle using the mechanisms outlined in Element 1 above.

Questions for Element 6 - Digital Audio and Video

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 6. Some example questions to consider are: How do you associate Digital Audio and Video files with a records schedule? How do you apply metadata for categorization and searchability to Digital Audio and Video?

Any digital audio and video stored in a repository managed by Gimmal Records can be classified as a record. Once classified, Gimmal would manage the files through their lifecycle using the mechanisms outlined in Element 1 above.

Questions for Element 7 - Structured Data

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 7. Some example questions to consider are: What is your approach to managing structured data? Do you offer solutions additional to what the agency uses, work with their current systems, or both?

Gimmal Records does not connect directly to structured data systems. However, structured data stored in accessible file formats, or reports generated from structured data systems, can be classified and managed using the mechanisms outlined in Element 1 above.

Questions for Element 8 - Shared Drives

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Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 8. Some example questions to consider are: What capabilities does your solution/services provide for identifying duplicates? What other organizational methods do you employ for managing shared drives?

Gimmal Records can access and manage documents stored on on-prem Windows servers, in SharePoint (on-prem and cloud) and Box repositories. The documents can be evaluated using metadata criteria and the content of text-based files to determine the appropriate classification and then managed through its lifecycle in-place.

[Offeror Name] hereby certifies that we are capable of meeting all standards described in the solicitation and NARA's Universal Electronic Records Management Requirements attachment for each of the sections of ERM Elements we have proposed, as indicated above.

DocuSigned by:
Shane Steffen
97922F0A4AA84C2...

Offeror

*(To be signed only by an **authorized principal**, with authority to bind the undersigned contractor)*

Shane Steffen

Name (Printed)

Chief Financial Officer

Title

June 17, 2024 | 9:25:41 AM CDT

Date

Change log for Version 3.0

1. The following ERM Elements were removed or updated in order to remain at parity with the Elements listed in NARA's Universal Electronic Records Management Requirements spreadsheet (Version 3)
    - Removed Cloud Services
    - Removed Engineering Drawings
    - Changed Digital Media (Photo) to Photographs
    - Combined Digital Audio and Video
2. The following ERM Elements names have been updated to remove the reference to their former name used in Version 1 of this document:
    - Element 1 - Office Management Applications: removed "(formerly 'Desktop Applications')" from the Element name
    - Element 7 - Structured Data: removed "(formerly 'Databases')" from the Element name
3. Added requirement for contractors to provide a brief summary of awarded offerings for each ERM Element that they self-certify. Added instructional language along with example questions for each Element to assist contractors with their responses.

SIN 518210ERM Vendor Certification for Electronic Records Management Solutions - ProofPoint

Version 3.0 (As of MAS Refresh 18)

For the purposes of the MAS Solicitation, eight (8) specific elements of Electronic Records Management (ERM) Services have been identified. These 8 elements are fully defined and the corresponding requirements are identified in NARA's *Universal Electronic Records Management Requirements* spreadsheet attachment to the Solicitation. These requirements have been established and are administered by the National Archives and Records Administration (NARA). Vendors may provide any combination of the 8 elements of ERM solutions; however, vendors must certify that they are capable of meeting all standards associated with the elements they propose by completing this self-certification. *Vendors must include a completed copy of this certification in their published GSA MAS Contract Price List to help illustrate their ERM capabilities to federal customer agencies.*

Proposed Elements of Electronic Records Management Services:
By selecting the below Elements, you are self-certifying you meet NARA's Universal ERM Requirements for that Element. Select all Elements that apply.

☒ Element 1 - Office Management Applications
☒ Element 2 - Electronic Messages
☒ Element 3 - Social Media
☒ Element 4 - Websites
☒ Element 5 - Photographs (Born-Digital and Scanned Images)
☒ Element 6 - Digital Audio and Video
☒ Element 7 - Structured Data
☒ Element 8 - Shared Drives

In the space below you must provide a brief summary description for each of the above Elements that you have checked off. The summary must include which ERM products/ services/ solutions — currently awarded under SIN 518210ERM of your MAS contract — are related to the respective Element. Example questions are provided for each Element to assist with your response. Those questions are based on NARA's Universal Electronic Records Management Requirements and reflect common questions from agencies. *If you cannot provide a summary description for a given Element, or you do not currently offer products/services/solutions under SIN 518210ERM related to that Element, you cannot self-certify that Element on this form.* Please use as much space as you need below, but be concise! Please respond as "Not applicable" for any Element you did not select above.

The specifics of your below responses are not part of the evaluation criteria for adding SIN 518210ERM. The intention of the below section is to assist agencies with market research and

help agencies understand your offerings / capabilities as they relate to the above ERM Elements you have selected.

If you have questions about the above ERM Elements and the information on NARA's Universal ERM Requirements spreadsheet, please contact NARA's Records Management Policy Team at rmpolicy@nara.gov.

Element 1 - Office Management Applications

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 1. Some example questions to consider are: Which office management applications does your service/solution manage (e.g. Microsoft 365, Google Workspace, etc.)? How do you associate Office Management documents with a records schedule? How do you apply metadata to Office Management documents?

The Proofpoint Enterprise Archive supports the archiving, storage and management of email from Microsoft Exchange and O365. Mail is sent to Proofpoint through the Journaling feature. Customers can create comprehensive Retention Policies in the Proofpoint UI and as messages are archived a Retention Policy that matches is applied. Messages are stored in a forensically sound, immutable manner, and stored in multiple locations. Storage is SEC 17a-4 compliant. Metadata is stored in association with the original messages allowing for an enriched experience in the UI.

[Response for Element 1 here — use as much space as you need. If you did not self-certify this Element in the above section, please put "Not Applicable."]

Element 2 - Electronic Messages

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 2. Some example questions to consider are: Which electronic messages does your service/solution manage (e.g. SMS/MMS, iMessage, WhatsApp, social media messages, voicemail, etc.)? Are you able to capture SMS/MMS at the carrier-level? How do you apply metadata to electronic messages? Where are records stored (e.g. managed in the system in which they were created or in a dedicated recordkeeping system)?

Proofpoint has build connectors to natively archive from the following platforms

1. Teams
2. Slack
3. Zoom
4. SharePoint
5. OneDrive
6. FaceBook
7. LinkedIn
8. Twitter
9. Instagram
10. YouTube
11. Bloomberg
12. Sales Force Chatter
13. Box
14. Viva Engage (fka Yammer)
15. Symphony

We also work with a network of third party connector vendors which allows us to support a huge variety of additional content types, like SMS/text (either carrier or device level), What's App etc.

Metadata can be added by Proofpoint and by third party providers during the capture phase of archiving and is stored in association with the messages.

Records are stored in the Proofpoint Enterprise Archive with is located in top-tier Proofpoint colocation facilities.

[Response for Element 2 here — use as much space as you need. If you did not self-certify this Element in the above section, please put "Not Applicable."]

Element 3 - Social Media

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 3. Some example questions to consider are: Which social media platforms does your solution/services capture and manage (e.g. Facebook, YouTube, Instagram, WordPress)? What technology is used to capture social media records? What frequency can your solution/services capture? How do you address changes in what social media platforms allow for capture?

Proofpoint can capture and store data from the following Social Media platforms:

- FaceBook
- LinkedIn
- X (fka Twitter)
- Instagram
- YouTube

Typically we are capturing natively with the source platform APIs. Frequency of capture depends on the platform and the configuration we set up for customers, but is multiple times daily.

Managing changes in the source platforms is an ongoing activity and we maintain close relationships with these social media outlets to ensure we are as up to date as possible.

[Response for Element 3 here — use as much space as you need. If you did not self-certify this Element in the above section, please put "Not Applicable."]

Questions for Element 4 - Websites

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 4. Some example questions to consider are: What technology do you use to crawl websites? Do you have the capability to capture internal and external sites? What formats do you use for web captures? Can you capture websites in NARA-acceptable formats? What quality assurance processes/tools do you offer?

Proofpoint works with third party providers to capture website information. Their capabilities vary widely and customers are free to choose the right website capture tool that meets their requirements and store that data in a Proofpoint Archive.

[Response for Element 4 here — use as much space as you need. If you did not self-certify this Element in the above section, please put "Not Applicable."

Questions for Element 5 - Photographs (Born-Digital and Scanned Images)

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 5. Some example questions to consider are: How do you associate Photographs with a records schedule? How do you apply metadata for categorization and searchability to Photographs?

We do not support archiving photographs as independent data elements. We, of course, support archiving photos if they are included in emails or other supported messages, but not independently.

[Response for Element 5 here — use as much space as you need. If you did not self-certify this Element in the above section, please put "Not Applicable."]

Questions for Element 6 - Digital Audio and Video

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 6. Some example questions to consider are: How do you associate Digital Audio and Video files with a records schedule? How do you apply metadata for categorization and searchability to Digital Audio and Video?

Video and Audio that is sent for storage in the archive can have retention policy applied during the archiving process. Retention can be based on the received date, file type, source platform etc. If transcripts are provided in text format, we can apply retention based on keywords in those transcripts. Metadata, like categorization tags, can be applied during the archiving process.

[Response for Element 6 here — use as much space as you need. If you did not self-certify this Element in the above section, please put "Not Applicable."]

Questions for Element 7 - Structured Data

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 7. Some example questions to consider are: What is your approach to managing structured data? Do you offer solutions additional to what the agency uses, work with their current systems, or both?

Proofpoint typically supports structured data in the form of spreadsheets. We can ingest various structured data file types and can usually index the contents making them easy to search through. Generally, we are not a structured data management solution.

[Response for Element 7 here — use as much space as you need. If you did not self-certify this Element in the above section, please put "Not Applicable."]

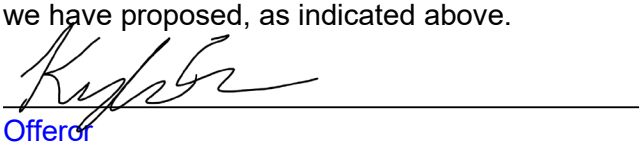
Questions for Element 8 - Shared Drives

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 8. Some example questions to consider are: What capabilities does your solution/services provide for identifying duplicates? What other organizational methods do you employ for managing shared drives?

We have extensive processes in place to reduce duplicates in the archive. This is especially so for email data. Deduplication starts during the journaling process where envelope wrappers allow for messages to multiple recipients can be collapsed into a single copy for archival purposes. Follow that we employ a "wait and compare" delay of a few minutes to deduplicate messages that are identical before moving to the next phase of the archiving process. We then apply hash values to messages and perform additional deduplication on messages that have the same hash value.

[Response for Element 8 here — use as much space as you need. If you did not self-certify this Element in the above section, please put "Not Applicable."]

Proofpoint, subject to the declarations made herein, certifies that we are capable of meeting all standards described in the attached spreadsheet NARA's Universal Electronic Records Management Requirements attachment for each of the applicable sections of ERM Elements we have proposed, as indicated above.



Offeror

*(To be signed only by an **authorized principal**, with authority to bind the undersigned contractor)*

Kyle Chin

Name (Printed)

GVP, General Counsel

Title

9/23/2024

Date

Change log for Version 3.0

1. The following ERM Elements were removed or updated in order to remain at parity with the Elements listed in NARA's Universal Electronic Records Management Requirements spreadsheet (Version 3)
    - Removed Cloud Services
    - Removed Engineering Drawings
    - Changed Digital Media (Photo) to Photographs
    - Combined Digital Audio and Video
2. The following ERM Elements names have been updated to remove the reference to their former name used in Version 1 of this document:
    - Element 1 - Office Management Applications: removed "(formerly 'Desktop Applications')" from the Element name
    - Element 7 - Structured Data: removed "(formerly 'Databases')" from the Element name
3. Added requirement for contractors to provide a brief summary of awarded offerings for each ERM Element that they self-certify. Added instructional language along with example questions for each Element to assist contractors with their responses.

Vendor Certification for SIN 493110RM –

493110RM Includes capabilities to manage the movement, manipulation, archiving, security, and management of physical records, including any ancillary supplies and/or services necessary to provide a total physical records management solution.

Vendor Certification for SIN 3361E –

3361E Includes electric and autonomous vehicles and accessories.

SIN 518210FM Financial Management Quality Service Management Office (FM QSMO) Core Financial Management (FM) Solutions and IT Professional Services –

518210FM Includes Core Financial Management Solutions (Core FS) and Financial Management (FM) services and solutions that are complementary to or augment Core FS and/or support agency modernizations. Offerings include financial management software suites in a cloud environment; services, applications, and modules that help agencies adopt FM QSMO solutions; and IT professional services and/or labor categories, software, cloud computing and IT training that support FM QSMO adoption.

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : DB10

ATTACHMENT I - AUTHORIZED PARTICIPATING DEALERS

Carahsoft certifies that all dealers participating in the performance of this contract have agreed that their performance will be in accordance with all terms and conditions of this GSA Schedule.

For the complete listing of authorized participating dealers please see:

https://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-multiple-award-schedule-contract/authorized-dealers

ATTACHMENT II – Contractor Team Arrangements

Schedule Contractors participating in a Contractor Team Arrangement must abide by all terms and conditions of their respective contracts. This includes compliance with Clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

For the complete listing of Contractor Team Arrangements, please contact Carahsoft for details.

ATTACHMENT III – Commercial Supplier Arrangements

For the complete list of Commercial Supplier Agreements vetted and approved by GSA for inclusion into the GSA Schedule Contract, please see: https://www.carahsoft.com/buy/gsa-schedule-contracts/approved-csas

ATTACHMENT IV A – U.S. Government Adobe FITARA Addendum

Introduction

This Federal Supply Schedule Addendum supplements GSA Federal Supply Schedule Contract Number GS-35F-0119Y between Carahsoft Technology Corporation and the General Services Administration.

The Adobe Category Management Offering addresses current OMB Memorandum's (M-16-04, M-16-12), Circular A-130, OFPP and, GSA Federal Cyber, electronic government and Category Management policy requirements.

The Adobe Data Centric Security and Electronic Signature Solutions provide the best-in-class technology to the federal government. Providing a streamlined avenue for agencies to acquire Adobe technology through category management will improve the acquisition and management of the proposed solutions.

Solution 1 — Adobe enterprise digital rights Category management

The Adobe Enterprise Digital Rights Management Bundle provides a DRM solution to documents allowing only people with specific credentials the ability to apply persistent protection to sensitive documents and information. With this level of dynamic protection you can revoke and change permissions within a document regardless of document location and you can protect against potential fraudulent activity. In addition, you can perform certificate based digital signatures on PDF documents when used with Acrobat*.

SKU	Description	List Price	GSA Price	Discount Level 1 >$5M Annual Spend*	Discount Level 2 >$15M Annual Spend*	Discount Level 3 >$20M Annual Spend*
210T-1423-DRM1	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 1: Up to 1,000 Users	$405,600.00	$367,623.29	8%	15%	30%
210T-1423-DRM2	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 2: Up to 5,000 Users	$625,600.00	$567,023.29	8%	15%	30%
210T-1423-DRM3	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 3: Up to 10,000 Users	$1,251,200.00	$1,134,046.58	8%	15%	30%

210T-1423-DRM4	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 4: Up to 25,000 Users	$2,777,400.00	$2,517,343.16	8%	15%	30%
210T-1423-DRM5	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 5: Up to 50,000 Users	$5,554,800.00	$5,034,686.32	8%	15%	30%

Adobe Consulting Services are required with the purchase of each bundle listed above. The recommended number of hours per bundle are listed below.

- 210T-1423-DRM1 – Up to 165 Hours
- 210T-1423-DRM2 – Up to 330 Hours
- 210T-1423-DRM3 – Up to 330 Hours
- 210T-1423-DRM4 – Up to 490 Hours
- 210T-1423-DRM5 – Up to 670 Hours

Please note: the hours listed above are estimates. Each agency may require more or less hours depending on project scope. All service items are available to the government at the GSA Schedule Price.

*Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency reaches annual spend of $5,000,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of $15,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of $20,000,000.00

Annual spend is calculated based on the total aggregate purchases made by any combination of sub agencies that fall underneath a parent agency in a 12 month period. The 12 month Period, or annual spend, is calculated based on the Adobe Fiscal Year which begins on December 1st. A full listing of eligible parent and sub agencies can be found on OPM.gov located HERE.

In addition to the bundle pricing and discounts offered in the chart above, Carahsoft would like to offer the government additional discounts for all Adobe Experience Manager and Analytics software available on the GSA Schedule. Upon the purchase of any bundle listed above the ordering agency will receive 7% off any additional** Adobe Term licenses. The initial period of performance for all eligible Adobe Term Licenses purchased will be 12 months. In the event an ordering organization should require a custom or pro-rated period of performance, we will work with the agency on a per opportunity basis. The additional 7% discount for add on licenses will be offered so long as ordering agency has an active DRM Bundle Term License.

We are dedicated to providing the Enterprise Digital Rights Management solution to all federal agencies regardless of agency size. The Adobe team welcomes the opportunity to support any ordering organization that may require less than 1,000 users and custom configurations may be discussed on a per opportunity basis.
Discounts cannot be combined with discounts offered on existing BPA's or contracts that an agency may have in place with Carahsoft or an authorized Adobe/Carahsoft reseller.
*Bundle requires supported version of Acrobat to be installed
**Additional discounts limited to Adobe Experience Manager and Analytics Software only, excludes services and training.

Adobe Digital Rights Management Bundle - Breakout

Product Description	1,000 Users Qty	5,000 Users Qty	10,000 Users Qty	25,000 Users Qty	50,000 Users Qty
Adobe Experience Manager Forms 6.2 – On Premise Term - Per Core - 12 Months	2	2	4	8	16
Adobe Experience Manager Document Security 6.2 – On Premise Term Minimum 1000 Recipients - Per Recipient - 12 Months	1,000	5,000	10,000	25,000	50,000
Adobe Insight Client License Per Named User (12 Month Term License)	1	1	2	4	8
Adobe Insight Reporting License - Per Server Add On (Min. Insight Purchase Required) (12 Month Term License)	1	1	2	4	8
Adobe Insight Data Transformation Functionality - License - Per Server (12 Month Term License)	1	1	2	4	8
Adobe Insight Sensor License - Per Web Server (Min. Insight Purchase Required) (12 Month Term License)	1	1	2	4	8
Adobe File Server Unit (FSU) License - Per Server (12 Month Term License)	1	1	2	4	8
Adobe Data Processing Unit (DPU) License - Per Server (Up To 500 Gb) (12 Month Term License)	1	1	2	4	8

Solution 2 — Adobe Electronic Signatures category management

Adobe Sign

Adobe Sign is licensed in two ways: by signature transaction and by seat. The discounts below apply to either licensing model. Pricing for the following Adobe Sign products purchased shall be in accordance with the established GSA price list/rate less the applicable guaranteed minimum discount percentages specified in the table below. Current GSA SKU's and licensing models for Sign eligible for discounts listed below are;

Licensing Model: Per Seat/User

SKU	Description	List Price	GSA Price
210-7041-ES	Adobe Document Cloud for Enterprise - Premium eSign Services P2 - Per Seat - Purchase Min 5 Seats Req (300 Transactions per Seat Included) - 12 Months	$540.00	$527.76

Licensing Model: Per Transaction

SKU	Description	List Price	GSA Price
210-7041-T	Adobe Document Cloud for Enterprise - Premium eSign Services P2 - Per Transaction 1-300 Transaction Purchase Req (Existing eSign Account Required) – 12 Months	540.00	$527.76

Discounts are offered on a per total order basis as outlined in the table below:

Tier	Order Transaction Amount	Discount from GSA
Tier 1	$25,000.00 - $75,000.00	2%
Tier 2	$75,000.01 - $125,000.00	4%
Tier 3	$125,000.01 - $200,000.00	6%
Tier 4	$200,000.01 - $500,000.00	8%
Tier 5	$500,000.01 +	

*Discounts are not cumulative.

Discounts cannot be combined with discounts offered on existing BPA's or contracts that an agency may have in place with
Carahsoft or an authorized Adobe/Carahsoft reseller.

ATTACHMENT IV B – U.S. Government Nutanix FITARA Addendum

Introduction

This Federal Supply Schedule Addendum supplements GSA Federal Supply Schedule Contract Number GS-35F-0119Y between Carahsoft Technology Corporation and the General Services Administration.

The Nutanix Hybrid Cloud Infrastructure Category Management Offering addresses requirements of the Data Center Optimization Initiative (DCOI) established in OMB Memorandum M-16-19 and fulfills the data center requirements of the Federal Information Technology Acquisition Reform (FITARA).

Federal customers to date have selected configurations of Nutanix software, hardware and maintenance across 42 different configurations and 1,000s of individual part numbers. Our goal here is to offer incentives in the form of solutions of the Nutanix software, hardware and maintenance bought 90% of the time with full capabilities to build a hybrid cloud infrastructure. We also considered which of these configurations purchased line up consistently with what type of deployment, labeling each solution as such.

Incentives:

To enable agencies to quickly stand up Hybrid Cloud Infrastructure and incent them to leverage lessons learned from other agencies that have built Shared Services with Nutanix. Carahsoft and Nutanix are offering four types of Hybrid Cloud Infrastructure solutions and are described in detail with corresponding incentives offers for each:

- Hybrid Cloud Infrastructure Pilot/Micro Agency Solution (Solution 1)
- Hybrid Cloud Infrastructure Base Solutions (Solutions 2-4)
- Hybrid Cloud Infrastructure Scale out Solutions (Solutions 5-8)
- Hybrid Cloud Software Defined Datacenter Solutions (Solutions 9-10)

SOLUTION 1 Hybrid Cloud Infrastructure Pilot/Micro Agency Solution

Description: Hybrid Cloud Infrastructure Pilot/Micro Agency Solution

Ideal agency investment to prove out Hybrid Cloud infrastructure, train administrators & have an entry point at minimum cost for pilots or micro agencies. Quantity one would be offered per agency/micro agency. Nutanix would also provide specific to workloads: test plans, summary of expected outcomes, federal customer references and a total cost of ownership economic study.

1. **Solution 1:** Hybrid Cloud Infrastructure Base Solution - Nutanix Initial Pilot/Micro Agency

SKU	DESCRIPTION	LIST PRICE	GSA PRICE	Offer Price
422-HC-PLT- SLN	Solution 1: Hybrid Cloud Infrastructure Base Solution - Nutanix Initial Pilot/Micro Agency	$164,960.62	$153,460.85	$81,242.66

SOLUTIONS 2-4 Hybrid Cloud Infrastructure Base Solutions

Description: Hybrid Cloud Infrastructure Base Solutions

Hybrid Cloud Infrastructure Base Solutions with full Nutanix Hybrid Cloud Infrastructure capabilities 75% configured with descriptions that align with initial deployment strategy. Nutanix will offer this cumulative per year

volume incentive per agency, starting over annually. Carahsoft will track and report on agency by agency consumption. Nutanix would be interested in advice to incent government Shared Service centers.

2. **Solution 2:** Hybrid Cloud Infrastructure base Solution - Nutanix Enterprise Block
3. **Solution 3:** Hybrid Cloud Infrastructure base Solution - Nutanix Branch Office Block
4. **Solution 4:** Hybrid Cloud Infrastructure base Solution - Nutanix High Performance Flash Block

SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4	Discount Level 5	Discount Level 6	Discount Level 7
422-HC-B-ENT-SLN	**Solution 2:** Hybrid Cloud Infrastructure Base Solution - Nutanix Enterprise Block	$225,305.74	$209,635.52	$203,376.78	$202,437.65	$200,559.39	$198,681.14	$186,083.36	$184,205.10	$181,387.72
422-HC-B-BRANCH-SLN	**Solution 3:** Hybrid Cloud Infrastructure Base Solution - Nutanix Branch Office Block	$96,240.99	$89,530.56	$86,863.62	$86,479.63	$85,711.65	$84,943.67	$78,125.57	$77,357.59	$76,205.62
422-B-FLASH-SLN	**Solution 4:** Hybrid Cloud Infrastructure Base Solution - Nutanix High Performance Flash Block	$523,995.56	$487,682.63	$473,062.67	$470,727.78	$466,057.99	$461,388.20	$444,603.14	$439,933.35	$432,928.67

Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency purchases 1 solution each year
- Level 2 Discount Level is reached when parent agency purchases 2-5 total solutions each year
- Level 3 Discount Level is reached when parent agency purchases 6-10 total solutions each year
- Level 4 Discount Level is reached when parent agency purchases 11-20 total solutions each year
- Level 5 Discount Level is reached when parent agency purchases 21-40 total solutions each year
- Level 6 Discount Level is reached when parent agency purchases 41-99 total solutions each year
- Level 7 Discount Level is reached when parent agency purchases 100+ total solutions each year

See Workload Sizing Guide matrix below for the Solution number applied to enterprise workloads that are linear scalable. Therefore, multiples of sizing metrics can be matched to agency requirements per workload type to calculate ROMs. All sizing must be validated by Nutanix SEs, so workload mix on a single Nutanix Hybrid cloud infrastructure is considered.

SOLUTIONS 5-8 Hybrid Cloud Infrastructure Scale out Solutions

Description: Hybrid Cloud Infrastructure Scale out Solutions

Hybrid Cloud Infrastructure Scale out Solutions with full Nutanix hybrid cloud infrastructure capabilities 100% configured with descriptions that align with scale out deployment strategy. Nutanix will offer this cumulative per year volume incentive per agency, starting over annually. Carahsoft will track and report on agency by agency consumption. Nutanix would be interested in advice to incent government Shared Service centers.

5. **Solution 5:** Hybrid Cloud Infrastructure Scale out Solution - Nutanix Cold Storage Block
6. **Solution 6:** Hybrid Cloud Infrastructure Scale out Solution - Nutanix Enterprise Block
7. **Solution 7:** Hybrid Cloud Infrastructure Scale out Solution - Nutanix Branch Office Block
8. **Solution 8:** Hybrid Cloud Infrastructure Scale out Solution - Nutanix High Performance Flash Block

SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4	Discount Level 5	Discount Level 6	Discount Level 7
422-HC-SO-C-STOR-SLN	**Solution 5** Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Cold Storage Block	$91,410.54	$85,044.56	$82,508.68	$82,136.40	$81,391.82	$80,647.24	$74,806.60	$74,062.03	$72,945.16
422-HC-SO-ENT-SLN	**Solution 6** Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Enterprise Block	$314,851.08	$292,959.55	$284,210.40	$282,890.76	$280,251.48	$277,612.20	$260,612.75	$257,973.47	$254,014.55
422-HC-SO-BRANCH-SLN	**Solution 7** Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Branch Office Block	$191,651.84	$178,328.29	$172,999.82	$172,191.93	$170,576.16	$168,960.39	$158,981.90	$157,366.13	$154,942.48
422-HC-SO-FLASH-SLN	**Solution 8** Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix High Performance Flash Block	$1,002,953.80	$933,507.02	$905,495.87	$900,960.76	$891,890.56	$882,820.35	$856,174.52	$847,104.31	$833,499.00

Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency purchases 1 solution each year
- Level 2 Discount Level is reached when parent agency purchases 2-5 total solutions each year
- Level 3 Discount Level is reached when parent agency purchases 6-10 total solutions each year
- Level 4 Discount Level is reached when parent agency purchases 11-20 total solutions each year
- Level 5 Discount Level is reached when parent agency purchases 21-40 total solutions each year
- Level 6 Discount Level is reached when parent agency purchases 41-99 total solutions each year
- Level 7 Discount Level is reached when parent agency purchases 100+ total solutions each year

SOLUTIONS 9-10 Hybrid Cloud Software Defined Datacenter Solutions

Description: Hybrid Cloud Software defined datacenter

Hybrid Cloud Software defined datacenter and Tactical platforms with Nutanix Hybrid Cloud Infrastructure capabilities, applicable to a strategy where it is ideal to source validated and Nutanix supported hardware infrastructure separately from the Nutanix software. Nutanix would consider cumulative per year volume incentive, starting over annually.

9. **Solution 9:** Hybrid Cloud Software defined datacenter Solution – 4 node software only enterprise
10. **Solution 10:** Hybrid Cloud Tactical infrastructure software Solution – 8 node software only tactical

SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4
422-HC-SW-TACT-SLN	**Solution 9** Hybrid Cloud Software defined datacenter Solution	$81,600.00	$79,967.76	$74,419.20	$73,603.20	$72,787.20	$71,563.20
422-HC-SW-SSERV-SLN	**Solution 10** Hybrid Cloud Tactical Infrastructure Software Solution	$163,200.00	$159,935.52	$148,838.40	$147,206.40	$145,574.40	$143,126.40

Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency reaches annual spend of $500,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of $1,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of $2,000,000.00
- Level 4 Discount Level is reached when parent agency reaches annual spend of $5,000,000.00

Sizing is specific to Nutanix partner hardware platforms and available upon request from Nutanix systems engineers. All Nutanix validated and supported partner hardware platforms build and deploy systems by node count. Eight and four node solutions were selected because that is the full scale out configuration of the individual partner hardware platforms for enterprise and tactical solutions.

Nutanix Software capabilities that are included with each of the solutions to enable the Nutanix Hybrid Cloud infrastructure regardless of whether the hardware is procured from Nutanix or separately from a Nutanix certified and supported hardware vendor:

Webscale hyper converged architecture, Nutanix Acropolis application mobility fabric, Acropolis distributed storage fabric, PRISM Enterprise management, Acropolis hypervisor, Acropolis file services, Acropolis block services, Acropolis Container services, Nutanix Cloud Connect, Shared Service self-service portal, data locality, data tiering, compression, de- duplication, security hardening, security control monitoring, security control breach automated remediation, NIST security control documentation for ATO, 1 year HW and SW maintenance including all software updates with 24x7x365 phone support - 4 hr response with non-returned disk service.

ATTACHMENT IV C - U.S. Government VERITAS FITARA Addendum

Introduction

Veritas Enterprise Data Management empowers government departments, on the federal and local level, to combine key capabilities from a family of solutions that reduces complexity, streamlines operations, and empowers agencies to recognize enormous business value.

With Veritas Enterprise Data Management solutions, federal agencies can have the insight and availability they need to understand what information they have, know how to keep it protected, and realize what they should delete. This leads to the best possible return on information (ROI): the ability to gain better visibility and insight into unstructured data and to control, store, and protect citizen information.

SOLUTIONS — Enterprise Data Management Solutions

Carahsoft will provide the following Veritas Enterprise Data Management Solutions through the GSA Schedule at the following discount options.

Product Family	Description/Business Value
360 DATA MANAGEMENT	Veritas 360 Data Management offerings provide data visibility, compliance readiness, business continuity, data protection and recoverability, while maintaining data/workload portability and storage optimization All product SW/HW components are included *See Bundle Information on page
DATA INSIGHT	Veritas Data Insight helps organizations improve unstructured data governance to reduce costs, reduce risk, and achieve compliance through actionable intelligence into data ownership, usage, and access controls All product SW components
EDISCOVERY	From ECA and keywords to concepts and TAR, Veritas' eDiscovery Platform provides the ultimate analysis toolkit for isolating potentially relevant items, revealing context, and prioritizing what's most important 8100/8200 APPLIANCES, Collector SW all included
EV 247	EV 247 frees customers from the overheads of owning, running, or managing email and file archives by leveraging Microsoft Azure cloud platforms, powered by the world's leading archiving technology. This is a cloud platform, software archiving solution, and managed service all in one All product SW components, cloud storage, and management fees are included
INFOSCALE	Veritas InfoScale minimizes downtime by providing high availability and disaster recovery over any distance for your critical business services, including individual databases, custom applications, and complex multitier applications across physical and virtual environments All product SW components included

Enterprise Data Management Platform – Aggregate (Both Product & Services) Agency Spend with Initial Enterprise Support and Service Option from Below	**Discount Level 1 >$3M Annual Spend***	**Discount Level 2 >$8M Annual Spend***	**Discount Level 3 >$15M Annual Spend***
	2%	5%	10%

One of the following Veritas Consulting Services are strongly recommended with the purchase of each product family listed above. The Service Descriptions and recommended number of hours per family is listed below:

Service Option	Service Personnel	Service Description
1	Business Critical Services Assist (BCS) – Proactive Product Account Management	Business Critical Services (BCS) Assist. Provides a designated, accountable Business Critical Coordinator (BCC) to oversee, support delivery, and assist with case management and escalations during local business hours for rapid response, priority queuing, helps ensure preventable issues don't recur (through quarterly reporting), and that solutions and recommendations are documented for future reference.

2	Remote Product Specialist (RPS) - On- Call, Dedicated Specialist	Remote Product Specialists (RPS). Get your mission critical application up and running as quickly as possible in the event of an issue or an unplanned outage. Includes an assigned, advanced level product expert to personalize your support experience and ensure priority call queuing.
3	On-Site Business Critical Engineer (BCE) - On-Site Resource	A Business Critical Engineer (BCE). Optimizes the Veritas environment. The BCE can minimize downtime by identifying potential issues before they impact performance and help optimize solutions so that each product feature is used fully to maximize the value from your software investment

Recommended Minimum by Discount Level – Services Only

		Recommended Service Options		
Aggregate Revenue for Agency	**Services Discount Level**	**BCS**	**RPS**	**BCE Consultant FTE = 2040 hrs**
$0 - $8M	Discount Level 1 (2%)	1 / per product	1/ per product	500 Hours
$8M - $15M	Discount Level 2 (5%)	1 / per product	1 / per product	1,020 Hours
>$15M	Discount Level 3 (10%)	2 / per product	2 / per product	2,040 Hours

SUPPORT SKUs for NetBackup

For any agency with NetBackup currently installed or with the initial purchase of NetBackup, premier services offerings are available through the following bundles on the Carahsoft GSA. Offered skus are inclusive of Netbackup licensing, estimated service hours below, and either a SW or HW based Netbackup appliance.

As a rule of thumb, Veritas and Carahsoft recommend the following estimates of service hours in support of our software installations. These estimates are based on Front End TB count of the backup environment:

- < 100TB – 80 hours
- 101-250TB – 120 hours
- 250-500TB – 180 hours
- > 500TB – 240 hours

Please note: the hours listed above are estimates. Each agency may require more or less hours depending on project scope. All service items are available to the government at the full GSA Schedule price.

Per Agency Aggregate Spend Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following:

- Level 1 Discount Level is reached when parent agency reaches annual spend of $3,000,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of $8,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of $15,000,000.00

Annual spend is calculated based on the total aggregate purchases made by any combination of sub agencies that fall underneath a parent agency in a 12 month period. The 12 month Period, or annual spend, is calculated based on the ***Veritas Fiscal Year which begins on April 1st***. A full listing of eligible parent and sub agencies can be found in the Appendix.

The initial period of performance for all support/maintenance contracts that come with eligible Veritas Licenses purchased will be 12 months. In the event an ordering organization should require a custom or pro -rated period of performance, we will work with the agency on a per opportunity basis.

We are dedicated to providing the Enterprise Data Management solutions to all federal agencies regardless of agency size. The Veritas team welcomes the opportunity to support any ordering organization that may require less than 1,000 users and custom configurations may be discussed on a per opportunity basis.

Discounts cannot be combined with discounts offered on existing Blanket Purchase Agreements or contracts that an agency may have in place with Carahsoft or an authorized Veritas/Carahsoft reseller.

For the full pricelist table please use the following link:
https://www.carahsoft.com/application/files/4615/4418/8823/VERITAS_TC_TABLE.pdf

ATTACHMENT V – Approved IT Manufacturers

Approved IT Manufacturers:

Please reference GSA eLibrary: GSA eLibrary Contractor Information

Promotions:

Quantity Discounts applicable to the purchase of **ElasticSearch Federal, Inc. Products**

General Qualification Criteria

- GSA discount is based on the cumulative annual volume of then-active orders under Carahsoft's GSA Schedule at the time of quoting. The annual volume discount tiers are calculated independently for each specific offering (Self-Managed or FedRAMP Moderate Cloud), and spend is not transferable or cumulative between the two offerings or with any other offering.
- GSA discounts applicable only to:
    - GSA orders purchased directly from Carahsoft through its GSA Schedule and under the terms of the Distribution Agreement between Elastic and Carahsoft, dated June 14, 2021.
    - Orders executed on or before **September 30th, 2027,** unless Elastic, in its sole discretion, explicitly approves discounts related to Orders executed after that date in writing.
    - The Elastic Products described in the below tables, specifically "Federal Enterprise Resource Unit - 64 GB" for Self-Managed and "Elasticsearch Service - GovCloud" for FedRAMP Moderate Cloud.
- The following do not contribute to cumulative annual volume:
    - Active orders executed prior to the modification of Carahsoft's GSA Schedule, which incorporates the below discounts.
    - Contracts or orders executed outside of Carahsoft's GSA Schedule
- GSA discounts are not valid with any other offer and may not be combined with any other offer, alternative discounting program, or promotions.
- The Total Discount being offered is off the List price and is not in addition to the basic discount, the total discount includes the basic discount.
- The GSA Advantage published price represents the discount at tier 1.

Self-Managed: **SBF-ENT-ADV**

Annual Volume	**GSA Discount**	**Product**	**Note(s):**
$0 - $60,000,000	27.5%	Federal Enterprise Resource Unit - 64 GB	Qualifying discount off Commercial List Price in spend band
$60,000,000 - $135,000,000	42.50%	Federal Enterprise Resource Unit - 64 GB	Qualifying discount off Commercial List Price in spend band
$135,000,000 - $145,000,000	43.50%	Federal Enterprise Resource Unit - 64 GB	Qualifying discount off Commercial List Price in spend band
$145,000,000 - $155,000,000	44.50%	Federal Enterprise Resource Unit - 64 GB	Qualifying discount off Commercial List Price in spend band
$155,000,000 - $165,000,000	45.50%	Federal Enterprise Resource Unit - 64 GB	Qualifying discount off Commercial List Price in spend band
$165,000,000 - $175,000,000	46.50%	Federal Enterprise Resource Unit - 64 GB	Qualifying discount off Commercial List Price in spend band

$175,000,000 - $185,000,000	47.50%	Federal Enterprise Resource Unit - 64 GB	Qualifying discount off Commercial List Price in spend band
$185,000,000 - $195,000,000	48.50%	Federal Enterprise Resource Unit - 64 GB	Qualifying discount off Commercial List Price in spend band
$195,000,000 - $205,000,000	49.50%	Federal Enterprise Resource Unit - 64 GB	Qualifying discount off Commercial List Price in spend band
$205,000,000 - $215,000,000	50.50%	Federal Enterprise Resource Unit - 64 GB	Qualifying discount off Commercial List Price in spend band
$215,000,000 - $225,000,000	51.50%	Federal Enterprise Resource Unit - 64 GB	Qualifying discount off Commercial List Price in spend band
$225,000,000 - $235,000,000	52.50%	Federal Enterprise Resource Unit - 64 GB	Qualifying discount off Commercial List Price in spend band
$235,000,000 - $245,000,000	53.50%	Federal Enterprise Resource Unit - 64 GB	Qualifying discount off Commercial List Price in spend band
$245,000,000 - $255,000,000	54.50%	Federal Enterprise Resource Unit - 64 GB	Qualifying discount off Commercial List Price in spend band
$255,000,000 - $265,000,000	55.50%	Federal Enterprise Resource Unit - 64 GB	Qualifying discount off Commercial List Price in spend band
$265,000,000 - $275,000,000	56.50%	Federal Enterprise Resource Unit - 64 GB	Qualifying discount off Commercial List Price in spend band
$275,000,000 - $285,000,000	57.50%	Federal Enterprise Resource Unit - 64 GB	Qualifying discount off Commercial List Price in spend band
$285,000,000 - $295,000,000	58.50%	Federal Enterprise Resource Unit - 64 GB	Qualifying discount off Commercial List Price in spend band
$295,000,000 - $305,000,000	59.50%	Federal Enterprise Resource Unit - 64 GB	Qualifying discount off Commercial List Price in spend band
$305,000,000+	60.00%	Federal Enterprise Resource Unit - 64 GB	Qualifying discount off Commercial List Price

Note 1: All proposed discounts are subject to the 'General Qualification Criteria' for eligible GSA Discounts.

FedRAMP Moderate Cloud: **SBSV-CLD-GOV-ENT**

Annual Volume	**GSA Discount**	**Product**	**Note(s):**
$0 - $10,000,000	15.00%	Elasticsearch Service - GovCloud	Qualifying discount off Commercial List Price in spend band
$10,000,000 - $15,000,000	16.00%	Elasticsearch Service - GovCloud	Qualifying discount off Commercial List Price in spend band

$15,000,000 - $20,000,000	17.00%	Elasticsearch Service - GovCloud	Qualifying discount off Commercial List Price in spend band
$20,000,000 - $25,000,000	18.00%	Elasticsearch Service - GovCloud	Qualifying discount off Commercial List Price in spend band
$25,000,000 - $30,000,000	19.00%	Elasticsearch Service - GovCloud	Qualifying discount off Commercial List Price in spend band
$30,000,000 - $35,000,000	20.00%	Elasticsearch Service - GovCloud	Qualifying discount off Commercial List Price in spend band
$35,000,000 - $40,000,000	21.00%	Elasticsearch Service - GovCloud	Qualifying discount off Commercial List Price in spend band
$40,000,000 - $45,000,000	22.00%	Elasticsearch Service - GovCloud	Qualifying discount off Commercial List Price in spend band
$45,000,000 - $50,000,000	23.00%	Elasticsearch Service - GovCloud	Qualifying discount off Commercial List Price in spend band
$50,000,000 - $55,000,000	24.00%	Elasticsearch Service - GovCloud	Qualifying discount off Commercial List Price in spend band
$55,000,000 - $60,000,000	25.00%	Elasticsearch Service - GovCloud	Qualifying discount off Commercial List Price in spend band
$60,000,000 - $65,000,000	26.00%	Elasticsearch Service - GovCloud	Qualifying discount off Commercial List Price in spend band
$65,000,000 - $70,000,000	27.00%	Elasticsearch Service - GovCloud	Qualifying discount off Commercial List Price in spend band
$70,000,000 - $75,000,000	28.00%	Elasticsearch Service - GovCloud	Qualifying discount off Commercial List Price in spend band
$75,000,000 - $80,000,000	29.00%	Elasticsearch Service - GovCloud	Qualifying discount off Commercial List Price in spend band
$80,000,000 - $85,000,000	30.00%	Elasticsearch Service - GovCloud	Qualifying discount off Commercial List Price in spend band
$85,000,000 - $90,000,000	31.00%	Elasticsearch Service - GovCloud	Qualifying discount off Commercial List Price in spend band
$90,000,000+	32.00%	Elasticsearch Service - GovCloud	Qualifying discount off Commercial List Price in spend band

Note 1: All proposed discounts are subject to the 'General Qualification Criteria' for eligible GSA Discounts.

Example

Order 1 -

$60,000,000, 12 months

X Qty - Federal Enterprise Resource Unit - 64 GB Discount 27.5%

Signature Date between Carahsoft and Elastic - July 31,2025

Order 2 -
GSA requests quote on August 1, 2025 (quote expiry of October, 31, 2025)
$75,000,000, 12 months
Y Qty - Federal Enterprise Resource Unit - 64 GB Discount 42.5%
Signature Date between Carahsoft and Elastic - September 15, 2025 No change to
Order 1

Order 3 -
GSA requests quote on September 1, 2025 (quote expiry of October 31, 2025)
$50,000,000, 12 months
Z Qty - Federal Enterprise Resource Unit - 64 GB
Discount 42.5% (Order 2 is not signed at the time of Order 3 quote - Order 1 contributes to cumulative volume calculation)
Signature Date between Carahsoft and Elastic - October 31, 2025 No change to
Order 1 or 2

Carahsoft Google Cloud GSA Discount Program Usage Terms:

Upon purchasing GSA MAS approved SKU GCP-PLTFM-BID, customer will receive administrator privileges to a Google Cloud billing account ID where Google Cloud resources can be accessed by creating projects. Customer usage will be invoiced based on consumption monthly in arrears. Monthly invoices will include Google Cloud service usage reports showing volume of consumption and applicable discounts by resource. Customer is responsible for all charges associated with a Google Cloud billing account during and after the period of performance of a purchase agreement. Discontinuing consumption billing will require **customer removal of projects** from the Google Cloud billing account ID. Contact GoogleSupport@Carahsoft.com for assistance with removing projects from a Google Cloud billing account ID.

Promotional Discount Period: During promotional period, which is in effect through **June 30th, 2026**, Carahsoft GSA MAS GCP-PLTFM-BID SKU will include a 20% discount off MSRP for the following SKU groups:
Cloud Enterprise 2025
https://cloud.google.com/skus/sku-groups/cloud-enterprise-2025
Standard VMs (1 Year CUD)
https://cloud.google.com/skus/sku-groups/standard-vms-1-year-cud
Standard VMs (3 Year CUD)
https://cloud.google.com/skus/sku-groups/standard-vms-3-year-cud
Local SSDs (1 Year CUD)
https://cloud.google.com/skus/sku-groups/local-ssds-1-year-cud
Local SSDs (3 Year CUD)
https://cloud.google.com/skus/sku-groups/local-ssds-3-year-cud

During promotional period, which is in effect through **June 30th, 2026**, Carahsoft GSA MAS GCP-PLTFM-BID SKU will include a 50% discount for network standard egress, premium GCE egress and the following SKUs:

- Cloud Storage | BandwidthDownloadAmerica | 22EB-AAE8-FBCD
- Cloud Storage | BandwidthDownloadAsia | 1F8B-71B0-3D1B
- Cloud Storage | BandwidthDownloadAustralia | 9B2D-2B7D-FA5C

Exclusions:
Google Cloud console resources consumed outside of these SKU groups will be billed at standard GSA rates.

Google Gemini for Government – GSA Promotional Program:

1. Promotional discount term: August 22nd, 2025 – September 30th, 2026

    a. If an Agency elects to make a purchase of the Gemini for Government promo SKU at any time during the Gemini for Government Promotion Discount Period, they will receive the promotional Discounted Price of $0.47 for 12 months from the purchase date.

    b. Qualifying customers: Federal agencies of any executive agency or independent establishment in the legislative or judicial branch of the Government (except the Senate, the House of Representatives, the Architect of the Capitol, and any activities under the Architect's direction).
    "Executive agency" means an executive department, a military department, or any independent establishment within the meaning of 5 U.S.C.101, 102, and 104(1), respectively, and any wholly owned Government corporation within the meaning of 31 U.S.C. 9101.

    c. No overages will be charged – usage will be throttled once usage quotas for corresponding user count have been reached. Additional capacity available by adding additional users. No maximum number of users per Agency and no additional charges for adding additional users during promotional period.

    d. Upon expiration of promotional period, agencies that choose to renew will need to pay for the services at the then current GSA price under a per user per month basis. Customers may be eligible for volume-based discounts based on user count.

Microsoft Volume Licensing

Microsoft is providing the following OneGov special offers available through the General Services Administration (GSA) Multiple Award Schedule (MAS). Eligible federal government customers may elect to participate in any or all of the special offers by purchasing from one of seven Microsoft LSPs with an existing GSA MAS contract. Special Offers will be documented in the applicable Amendment and Channel Price Sheet (CPS) executed between Microsoft, the Microsoft LSP partner, and the federal government customer. Any and all discounts described herein are not applicable to pre-existing products sales.

Section 1: Summary of Offers

Offer Name	Offer	Details	Offer Period
OneGov Custom M365 G5 + M365 Copilot Suite	M365 Copilot provided at no additional cost until the next anniversary date of existing Enrollment Year 2: 25% G5 &50% Copilot discount Year 3: 25% G5 &25% Copilot discount	This offer is valid to Net New and Incremental Copilot sales for the Bridge sku. Pre-existing Copilot purchases can be converted to Suite sku at anniversary (CPS required). First Year Offer: (existing) M365 G5 subscription + $0 M365 Copilot Step Up SKU (no change to underlying SKUs) • Requires Supplemental CPS Second and Third Year Offer: Discounted Price using Lead Status OneGov G5+Copilot Suite SKU • Requires Revised Final CPS Available to: All USG Federal Customers across GCC, GCC High & DOD environments. Excludes Commercial, Secret/Top Secret	Customers can opt in through 9/30/2026. Valid for 3 contract years post-award; may cross contracts. (Latest possible end date 2029) No minimum commitment required.
OneGov Custom M365 Copilot Agents SKU	Unlimited agents $8.64MRP per user per month for non-G5 users	This offer is complementary to the G5+Copilot Suite; it is for non-G5 users to be able to provide enterprise-wide availability of Copilot across all Users. • Requires Supplemental CPS Example for clarity - A customer with 10,000,users: 8,000 G5 users purchase OneGov G5&Copilot Suite + 2,000 F5 users purchase Copilot Agents sku = 100% Enterprise Copilot coverage Excludes Commercial, Secret/Top Secret	Discounts enabled when enterprise-wide coverage is validated and customer opts in through 9/30/2026 Valid for 3 contract years post-award; may cross contracts. (Latest possible end date 2029)

M365 G3 Step Up to M365 G5 Suite	70% Discount for G5 Step-Up SKU	All existing M365 G3 USG Federal Customers at the time of public announcement of the offer across GCC, GCC High & DOD environments/tenants. Excludes Commercial, Secret/Top Secret If USG Federal Customer selects only the Microsoft 365 G3 to G5 Step-Up Offer, they receive a 70% discount for up to the remainder of the existing enrollment. If the customer combines the M365 G3 to G5 Step-Up offer with the M365 G5 + Copilot Suite offer, the discount structure is as follows: Year 1: M365 G3 to G5 Step with 70% Discount and Copilot Bridge with $0 Cost. Requires Supplemental CPS Year 2: M365 G5 + M365 Copilot Suite, which includes 25% G5 discount and 50% Copilot discount. Requires Revised Final CPS Year 3: M365 G5 + M365 Copilot Suite, which includes 25% G5 discount and 25% Copilot discount. Requires Revised Final CPS	Customers can opt in through 9/30/2028. Valid through full contract PoP; may cross contracts. (latest possible end date 2033) No minimum user commitment
Entra Governance ID	Discount of 75% on Eligible Entra ID Governance SKUs	Receive 75% discount on Net New and Incremental Sales of Entra ID Governance for up to 12 months on applicable SKUs across Commercial, GCC, GCCH and DoD Clouds Excludes Secret/Top Secret	Discounts enabled when customer opts in through September 30, 2026, and pricing is valid thru Customer's next anniversary. No minimum user commitment required.

Dynamics 365	100% Discount on Eligible SKUs	This offer is valid for Net New and Incremental sales for up to 12 months on applicable SKUs • Requires Supplemental CPS Eligible Dynamics 365 Product Families include: • D365 Customer Service • Supply Chain Management • Contact Center • Field Service Customer required to confirm selected part numbers from available Product Families via CPS/End user quote. Excludes Secret/Top Secret	Discount enabled when Customer opts in through September 30, 2026, and pricing is valid thru Customer's next anniversary. Only SKUs provided on the CPS will receive the special offer discounted pricing No minimum user commitment required.
Cyber Security and Monitoring	Discount of 50% on Eligible SKUs	Offer is 50% discount on Net New and Incremental sales of Eligible SKUs: • Microsoft Sentinel • Azure Monitor • Log Analytics • Data Retention Customer required to confirm selected part numbers from available Product Families via CPS/End user quote. Requires Revised Final or Supplemental CPS Excludes Secret/Top Secret	Discount enabled when customer opts in for the eligible SKUs Only SKUs provided on the CPS will receive the special offer discounted pricing; Valid through full enrollment PoP (latest possible end date 2031); may cross contracts

Section 2: Updates to GSA Schedule
Mod 1A – Add new G5 + Copilot skus to GMAS Schedule

SKU	G5+ Copilot OneGov Description	ERP PUPM	Net or Level D pupm	Year 1 Discounted Price pupm	Year 2 Discounted Price pupm	Year 3 Discounted price pupm
	Annual GCC Suite Skus					
EP2-47572	M365 G5 + M365 Copilot GCC Subs Usr Deal Desk Only	$ 100.20	$ 80.16	n/a	$ 52.62	$ 60.12
EP2-47570	M365 G5 + M365 Copilot FSA GCC Subs Usr Deal Desk Only	$ 94.90	$ 75.86	n/a	$ 49.40	$ 56.90
	GCC "Bridge" skus					
EP2-47569	M365 G5 + M365 Copilot GCC Subs Usr STP from M365 G5 GCC Deal Desk Only	$ 37.50	$ 30.00	$ 0.00	$ 15.00	$ 22.50
EP2-47571	M365 G5 + M365 Copilot FSA GCC Subs STP frm MG5 FSA GCC Deal Desk Only	$ 37.50	$ 30.00	$ 0.00	$ 15.00	$ 22.50
	Annual DOD Suite skus					
EP2-47573	M365 G5 + M365 Copilot DOD Subs Usr Deal Desk Only	$ 130.40	$ 104.21	n/a	$ 68.41	$ 78.16
EP2-47575	M365 G5 + M365 Copilot FSA DOD Subs Usr Deal Desk Only	$ 123.40	$ 98.61	n/a	$ 64.21	$ 73.96
	DOD "Bridge" Skus					
EP2-47574	M365 G5 + M365 Copilot DOD Subs Usr STP frm M365 G5 DOD Deal Desk Only	$ 48.80	$ 39.00	$ 0.00	$ 19.50	$ 29.25
EP2-47576	M365 G5 + M365 Copilot FSA DOD STP frm M365 G5 FSA DOD Deal Desk Only	$ 48.80	$ 39.00	$ 0.00	$ 19.50	$ 29.25
SKU	Copilot Agent Description					
EP2-47086	M365 Copilot DD Only Custom GCC Sub Per User (Agent)	$ 12.00	$ 10.00	$ 8.00	n/a	n/a
	DOD sku – pending GA					
	GCCH sku – pending GA					

All Prices Net to LSP

G5 + Copilot Suite

SKU	Description
EP2-47572	M365 G5 + M365 Copilot GCC Subs Usr Deal Desk Only
EP2-47570	M365 G5 + M365 Copilot FSA GCC Subs Usr Deal Desk Only
EP2-47569	M365 G5 + M365 Copilot GCC Subs Usr STP from M365 G5 GCC Deal Desk Only
EP2-47571	M365 G5 + M365 Copilot FSA GCC Subs STP frm MG5 FSA GCC Deal Desk Only
EP2-47573	M365 G5 + M365 Copilot DOD Subs Usr Deal Desk Only
EP2-47575	M365 G5 + M365 Copilot FSA DOD Subs Usr Deal Desk Only
EP2-47574	M365 G5 + M365 Copilot DOD Subs Usr STP frm M365 G5 DOD Deal Desk Only
EP2-47576	M365 G5 + M365 Copilot FSA DOD STP frm M365 G5 FSA DOD Deal Desk Only

Corresponding note for the above M365 G5 + M365 Copilot skus:

Product	Discount	Customer Notes	Awards finalized by	Discount Duration
M365 G5 + Copilot Suite (Specific to OneGov)	Blended discount on M365 G5 & M365 Copilot • Year 1: $0 Copilot Bridge for G5 users until anniversary • Year 2: 25% G5 & 50% Copilot Suite discount • Year 3: 25% G5 & 25% Copilot Suite discount All Discounts applied to Net/Level D pricing	This offer is valid to Net New and Incremental Copilot sales for the Bridge sku. Pre-existing Copilot purchases can be converted to Suite sku at anniversary. All USG Federal Customers across GCC, GCC High & DOD environments/tenants. Excludes Secret/Top Secret.	09/30/2026	Valid for 3 contract years post-award; may cross contracts. (Latest possible end date 2029)

Copilot Agent

Part Number	Product Description
EP2-47086	M365 Copilot DD Only Custom GCC Sub Per User (Agent)

Corresponding note for the above M365 Copilot Agent sku:

Product	Discount	Customer Notes	Awards finalized by	Discount Duration
M365 Copilot Agent	Unlimited agents $8.64MRP per user per month for non-G5 users. This offer is complementary to the G5+Copilot Suite; it is for non-G5 users to be able to provide enterprise-wide availability of Copilot across all Users. 20% discount applied to Net/Level D pricing = $8.00 pupm; thus $8.64 MRP	All USG Federal Customers across GCC, GCC High & DOD environments/tenants. Excludes Commercial, Secret/Top Secret.	09/30/2026	Valid for 3 contract years post-award; may cross contracts. (Latest possible end date 2029)

G3 to G5 Step up

Part Number	Product Description
EP2-07439	M365 E5 FUSL No Teams Sub SU Per User M365 E3
AAD-33196	M365 E5 Unified Existing Customer SU M365 E3 Sub Per User
AAL-45743	M365 G5 Unified DoD SU M365 G3 Sub Per User
AAD-98828	M365 G5 FUSL GCCH SU M365 G3 Sub Per User
AAL-45737	M365 G5 GCC SU M365 G3 Per User

Corresponding note to the above M365 G5 Step Up skus:

Product	Discount	Customer Notes	Awards finalized by	Discount Duration
M365 G3 to G5 Step Up	70% Discount All Discounts applied to Net/Level D pricing	All existing M365 G3 USG Federal Customers at the time of the GSA public announcement, across GCC, GCC High & DOD environments/tenants. Excludes Commercial, Secret/Top Secret. Execution Note: If USG Federal Customer selects only the Microsoft 365 G3 to G5 Step-Up Offer, they receive a 70% discount for up to the remainder of the existing enrollment. If the customer combines the M365 G3 to G5 Step-Up offer with the M365 G5 + Copilot Suite offer, the discount structure is as follows: o Year 1 M365 G3 to G5 Step with 70% Discount and Copilot Bridge with $0 Cost o Year 2 M365 G5 + M365 Copilot Suite, which includes 25% G5 discount and 50% Copilot discount o Year 3 M365 G5 + M365 Copilot Suite, which includes 25% G5 discount and 25% Copilot discount	09/30/2028	Valid through full contract PoP; may cross contracts. (latest possible end date 2033)

Entra ID Governance

Part Number	Description
ZWI-00004	Entra ID Governance Sub Per User
EP2-31705	Entra ID Governance DoD Sub Per User
EP2-08185	Entra ID Governance F2 FLW Sub Addon
EP2-08184	Entra ID Governance FLW Sub Per User
EP2-31706	Entra ID Governance GCCH Sub Per User
EP2-31708	Entra ID Governance Gov Sub Per User
ZWJ-00004	Entra ID Governance P2 Sub Addon
EP2-31709	Entra ID Governance P2 DoD Sub Add-on
EP2-31710	Entra ID Governance P2 GCCH Sub Add-on
EP-231712	Entra ID Governance P2 Gov Sub Add-on

Corresponding note to the above Entra ID Governance skus:

Product	Discount	Customer Notes	Awards finalized by	Discount Duration
Entra ID Governance	75% Discount on Net New and Incremental sales of identified Entra ID Governance part numbers All Discounts applied to Net/Level D pricing	All USG Federal Customers across Commercial, GCC, GCC High, DOD Clouds. Excludes Secret/Top Secret.	09/30/2026	Valid for up to one contract year post award (latest possible end date 9/30/2027)

Dynamics 365

Add this note to the GMAS Schedule for Dynamics 365 offer

Product	Discount	Customer Notes	Awards finalized by	Discount Duration
Dynamics 365	100% Discount on Net New and Incremental sales of eligible Prodcut Families within existing Dynamics 365 part numbers All Discounts applied to Net/Level D pricing	All USG Federal Customers across Commercial, GCC, GCC High DOD Clouds, and Generally Available Clouds for D365 Customer Service, Supply Chain Management, Contact Center, and Field Service Product Families. Excludes Secret/Top Secret.	09/30/2026	Valid for up to one contract year post award (latest possible end date 9/30/2027)

Cybersecurity & Monitoring

Add this note to the GMAS Schedule for Cybersecurity and Monitoring

Product	Discount	Customer Notes	Awards finalized by	Discount Duration
Cybersecurity and Monitoring	50% discount on specific Microsoft Sentinel, Azure Monitor, Azure Log Analytics, and Data All Discounts applied to Net/Level D pricing	All USG Federal Customers across Commercial, GCC, GCC High and DOD Clouds. Excludes Secret/Top Secret.	09/30/2026	Valid through full enrollment PoP (latest possible end date 2031); may cross contracts

Legislation Details (With Text)

File #:	2025-0645		
Type:	Agenda Item	**Status:**	Passed
File created:	1/28/2025	**In control:**	City Council
On agenda:	2/18/2025	**Final action:**	2/18/2025
Title:	Approve one-year renewal with Dell Technologies for software and hardware maintenance and support in an estimated expenditure of $90,779		
Sponsors:			
Code sections:			
Attachments:	1. FOR COUNCIL REVIEW - Dell Network Switches Renewal, 2. FOR COUNCIL REVIEW - VxRail Hardware Renewal.pdf, 3. FOR COUNCIL REVIEW - VxRail Software Renewal.pdf, 4. FOR COUNCIL REVIEW - Witness Renewal.xlsx		

Date	Ver.	Action By	Action	Result
2/18/2025	1	City Council	Approved	Pass

Submitted By: Christopher Ramos

Presentation By: Christopher Ramos

Department: Information Technology

STAFF RECOMMENDATION (Motion Ready):
Approve one-year renewal with Dell Technologies for software and hardware maintenance and support in an estimated expenditure of $90,779

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
In 2021, Ocala Electric Utility (OEU) completed a capital improvement project to replace server hypervisors and network switches with the Dell VxRail system for the Electric SCADA network. Due to this network's mission-critical nature, a newer, more redundant architecture was established to increase the system's availability, resiliency, security, and reliability. The systems were provisioned with an initial three-year hardware and software warranty and subsequent one-year renewals.

FINDINGS AND CONCLUSIONS:
The first one-year hardware and software warranty renewal is coming to an end, and a continuing software and

hardware maintenance agreement must be renewed for the City to continue utilizing the existing hardware. These systems are mission-critical to the City's ability to provide safe and reliable power to citizens. The annual renewal includes ProSupport Plus Mission Critical support, which offers four-hour hardware replacements in case of a hardware failure and 24/7 technical support.

As a political subdivision of Florida, the City of Ocala qualifies as an eligible user of Florida Department of Management Services (DMS) alternate contract source (ACS) agreements under Rule 60A-1.001, Florida Administrative Code. ACS agreements have been competitively solicited by governmental agencies and evaluated and determined by the Florida Secretary of Management Services to be cost-effective and to afford the best value. DMS's ACS Agreement for Computer Equipment, Peripherals, and Related Services, Contract 43210000-23-NASPO-ACS, is effective for a twenty-month term commencing on October 24, 2023, and expiring on June 30, 2025.

FISCAL IMPACT:
Funds for the annual renewal of $90,778.63 are budgeted in Fiscal Year 2024-25 and will be paid from encumbered funds in the below accounts under Munis Contract No. ITS/250378.

Software - 457-032-277-531-53-52050 = $47,951.14
Hardware - 457-032-277-531-53-52055 = $42,827.49

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
N/A. The City's standard and approved Purchase Order terms and conditions shall govern this purchase. Any conflicting terms and conditions offered by the suppliers will be reviewed for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

File #: 2026-0623 Agenda Item #: 10d.

Submitted By: Christopher Ramos

Presentation By: Christopher Ramos

Department: Information Technology

FORMAL TITLE:
Utilization of a cooperative purchasing agreement with Government Finance Officers Association for consulting services in an amount not to exceed $233,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Government Finance Officers Association (GFOA) is a nonprofit, vendor-neutral professional association that advances excellence in state and local government finance through best practices, training, research, and consulting.

Through its Research and Consulting Center, GFOA provides objective enterprise resource planning (ERP) advisory services centered on governance, business-process improvement, requirements definition, procurement support, and implementation oversight. ERP systems are integrated software platforms that support core administrative functions across multiple departments, typically including finance, budget, procurement, human resources, payroll, and time management.

Under the scope of consulting services to be provided, GFOA will evaluate how the City of Ocala's current administrative processes operate within the City's current ERP system (Tyler Technologies' Munis) and from that evaluation subsequently map "as-is" workflows and document "to-be" processes aligned to modern best practices. GFOA will then develop functional requirements and a needs assessment/action plan to ready the organization, and-if a new system is pursued-assist with scope development for a competitive solicitation, serve in an advisory capacity for review of vendor proposals as well as during contract negotiations to mitigate risk and ensure accountability.

Alternatively, should the City elect to retain Munis, GFOA can provide implementation advisory services to optimize existing processes, policies, and prerequisite readiness tasks.

FINDINGS AND CONCLUSIONS:

These consulting services will help Ocala evaluate and document current processes within Munis, identify opportunities for improvement, and develop a strategic action plan. Staff recommends GFOA because of its nationally recognized expertise in ERP advisory services, including governance, process improvement, and best -practice guidance for public-sector organizations. GFOA is vendor-neutral and has successfully assisted hundreds of governments, including many in Florida, with similar projects.

On December 10, 2025, the Information Technology Department sought a procurement exception to piggyback the contract awarded to GFOA by Mono County, California. Mono County competitively solicited business process review and project management consulting services for their new ERP system under Request for Proposals No. 250746. Two vendors responded and on June 18, 2024, the contract was awarded to GFOA for an initial term of five years ending June 30, 2029. GFOA has agreed to extend pricing and services to the City of Ocala under essentially the same terms and conditions as the Mono County Agreement.

Task/Deliverable	Milestone	Mono County Contract	Price for Ocala
1	**Project Planning**		
1-A	Project Management Documents	$8,000	$8,000
2	**Process Improvement**		
2-A	Process Analysis	$25,000	$25,000
2-B	Future State Documentation	$20,000	$20,000
OPTION – 2-C	Expanded Process List (2-A and 2-B)	Not Included	$10,000
3	**Goals and Requirements**		
3	Requirements	$10,000	$10,000
4	**Action Plan**		
4-A	Needs Assessment Report	$25,000	$25,000
4-B	Action Plan	$5,000	$5,0000
5	**Develop RFP**		
5	RFP	$10,000	$10,000
6	**Evaluation Strategy**		
6	Evaluation Guidebook	$7,500	$7,500
6	**Evaluation and Selection of Vendor**		
6-A	Proposal Assessment	$25,000	$25,000
6-B	Demo Scripts and Facilitation	$15,000	$15,000
6-C	Request for Clarification / Discovery	$10,000	$10,000
7	**Prerequisites**		
7	Chart of Accounts	$20,000	$20,000
7	Hourly at $275/hour	Not Included	$30,000
8	**Contract Negotiations**		
8	Contract Negotiations	$12,500	$12,500
TOTAL NOT-TO-EXCEED PRICE for PHASE 1, 2 and 3		**$193,000**	**$233,000**
9	**Implementation Advisory Services (IAS)***		
9-TE	IAS Services ($275/hour (estimate 600 hours)	$165,000	$165,000
10	**Post Project Reviews***		
10-TE	Project Reviews ($275/hour (estimate 100 hours)	$27,500	$27,500
NOT-TO-EXCEED PRICE for PHASE 4		**$385,500**	**$415,500**
TOTAL PRICE			

The Information Technology Department has met with three local government agencies that had previously used GFOA consulting services for their ERP initiatives. All three confirmed that GFOA was instrumental in reviewing existing processes, documenting workflows, defining requirements for their next ERP system, and assisting with RFP development and vendor selection. These positive endorsements reinforce the City's confidence that GFOA's expertise will provide significant value and reduce risk as Ocala evaluates its ERP strategy.

The City is pursuing these services because Munis has not fully met operational needs. While Munis provides core functionality, departments still rely on manual processes for certain workflows, reducing efficiency and increasing error risk. User adoption and ease of use have also been sources of concern, as some processes require complex navigation that slows productivity and increases training requirements. Additionally, contract management within the system has proven cumbersome, creating inefficiencies in tracking and compliance. These issues have prompted the City to evaluate whether optimizing Munis or transitioning to a new ERP system would better support critical functions.

Staff recommends approval of this engagement.

FISCAL IMPACT:
Funds for the consulting services will be budgeted/encumbered in account #001-035-530-516-51-31010 and will be paid under Munis Contract No. 260309.

If the City elects to retain the Tyler Technologies Munis system, the GFOA consulting services fee will follow the "Alternative Pricing" and will be reduced to $93,000. Any future charges will be billed at $275 per hour for advisory and project review services.

Section IV – Alternative Pricing

In the event that the City selects to not move forward with the procurement of a new ERP system, GFOA will modify pricing to facilitate implementation of GFOA's action plan focused on business process improvements, policy change, or optimized use of the existing Tyler Technologies ERP system. Below presents an alternative price schedule without procurement of a new system.

Task/Deliverable	Milestone	Mono County Contract	Price for Ocala
1	**Project Planning**		
1-A	Project Management Documents	$8,000	$8,000
2	**Process Improvement**		
2-A	Process Analysis	$25,000	$25,000
2-B	Future State Documentation	$20,000	$20,000
3	**Goals and Requirements**		
3	Requirements	$10,000	$10,000
4	**Action Plan**		
4-A	Needs Assessment Report	$25,000	$25,000
4-B	Action Plan	$5,000	$5,000
TOTAL NOT-TO-EXCEED PRICE for PHASE 1, 2 and 3		**$93,000**	**$93,000**
9	**Implementation Advisory Services (IAS)***		
9-TE	IAS Services ($275/hour (estimate 600 hours)	$165,000	$165,000
10	**Post Project Reviews***		
10-TE	Project Reviews ($275/hour (estimate 100 hours)	$27,500	$27,500
NOT-TO-EXCEED PRICE for PHASE 4		**285,500**	**$285,500**
TOTAL PRICE			

PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

COOPERATIVE PURCHASING AGREEMENT FOR INTERNAL BUSINESS PROCESS REVIEW AND PROJECT MANAGEMENT CONSULTING SERVICES

THIS COOPERATIVE PURCHASING AGREEMENT FOR INTERNAL BUSINESS PROCESS REVIEW AND PROJECT MANAGEMENT CONSULTING SERVICES ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **GOVERNMENT FINANCE OFFICERS ASSOCIATION**, a foreign not-for-profit corporation duly organized in the state of Illinois and authorized to do business in the state of Florida (EIN: 36-2167796) ("Contractor").

WHEREAS, after a competitive procurement process, the County of Mono, California ("Mono County") entered into an Agreement with the Government Finance Officers Association for the Provision of Internal Business Process Review and Project Management Consulting Services (the "Mono County Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, City desires to purchase labor, services, and materials for the provision of internal business process review and project management consulting services pursuant to essentially the same terms and conditions provided under the Mono County Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Contractor agrees to extend the terms, conditions, and pricing of the Mono County Agreement to the City of Ocala, subject to the terms and conditions of the Piggyback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
   A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for Internal Business Process Review and Project Management Consulting Services as it may from time to time be amended or modified pursuant to its terms and provisions.
   B. **Mono County Agreement:** shall mean the Agreement between Mono County and the Government Finance Officers Association and its exhibits, as amended and attached hereto as **Exhibit A – Mono County Agreement.**
3. **INCORPORATION OF MONO COUNTY AGREEMENT.** The Mono County Agreement attached hereto as **Exhibit A** is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the Mono County Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.

4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   Exhibits to Agreement: The Exhibits to this Agreement are as follows:

   A. Exhibit A: Mono County Agreement (A-1 through A-14)

   B. Exhibit B: Contractor Proposal (B-1 through B-30)

5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the Mono County Agreement are modified and replaced, in their entirety, as follows:

   A. The terms "County of Mono," or "County" shall be replaced and intended to refer to the "City of Ocala."

   B. **COMPENSATION.** City shall pay Contractor a price not to exceed the maximum limiting amount of **TWO HUNDRED THIRTY-THREE THOUSAND AND NO/100 DOLLARS ($233,000)** over the contract term for the performance of the work and in accordance with the contract documents based on the most current prices set forth in **Exhibit A – Mono County Agreement**.

   C. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **FEBRUARY 18, 2026** and continue through and including **JUNE 30, 2029**.

   D. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: City of Ocala Information Technology Department, 210 SE Watula Avenue, Ocala, Florida 34471, Attn: **Christopher Ramos,** E-Mail: cramos@ocalafl.gov, Office: 352-629-8209.

   E. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

   F. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

   G. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

H. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

I. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

6. **COMMERCIAL AUTO LIABILITY INSURANCE**. Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

7. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

   A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
   B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.
   C. Policy must include coverage for contractual liability and independent contractors.
   D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

8. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

   A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

   B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

   C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

9. **ADDITIONAL INSURANCE REQUIREMENTS.**
   A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as

limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

10. **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.

11. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

12. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

13. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may

lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

14. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
15. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
16. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
17. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
18. **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.
19. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Government Finance Officers Association Attention: Michael J. Mucha 660 N Capital Street, NW Washington, DC 20001 Phone: 202-393-8020 E-mail: mmucha@gfoa.org
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

20. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

21. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

22. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
23. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
24. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
25. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
26. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
27. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
28. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
29. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
30. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
31. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations,

understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

32. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Ire Bethea, Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

GOVERNMENT FINANCE OFFICERS ASSOCIATION

_____

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

AGREEMENT BETWEEN COUNTY OF MONO AND GOVERNMENT FINANCE OFFICERS ASSOCIATION FOR THE PROVISION OF INTERNAL BUSINESS PROCESS REVIEW AND PROJECT MANAGEMENT CONSULTING SERVICES

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the services of Government Finance Officers Association of the United States and Canada (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the Director of Administration, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by Contractor at County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- ☐ **Exhibit 1**: General Conditions (Construction)
- ☐ **Exhibit 2**: Prevailing Wages
- ☐ **Exhibit 3**: Bond Requirements
- ☐ **Exhibit 4**: Invoicing, Payment, and Retention
- ☐ **Exhibit 5**: Trenching Requirements
- ☐ **Exhibit 6**: Federal Contracting Provisions
- ☐ **Exhibit 7**: CDBG Requirements
- ☐ **Exhibit 8**: HIPAA Business Associate Agreement
- ☐ **Exhibit 9**: Other _____

2. TERM

The term of this Agreement shall be from July 1, 2024, to June 30, 2029, unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at County's request.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by County under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed $385,500 (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this Paragraph 3.E. in its entirety.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars ($1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such

sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or

manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

C. Retained Rights. County acknowledges that Contractor conducts ongoing research and consulting services for other governments and clients and has accumulated expertise in this field. Notwithstanding anything set forth in this Agreement to the contrary and the foregoing provisions of this Section 7, Contractor will retain all right, title and interest in and to all GFOA Materials and all GFOA Materials are, and shall remain, GFOA's sole and exclusive property. For purposes of this Agreement and any SOW, "GFOA Materials" means all methodologies, ideas, concepts, processes, techniques, tools, solutions, trade secrets, research data, databases of information and specialized database applications, software applications, computer programming and/or coding, and other materials, information and know-how developed by Contractor or any of its contractors or affiliates prior to the execution of this Agreement, during the Term of this Agreement or independent of the Services being provided under this Agreement or any SOW. The County shall not have or obtain any right or title to or interest in the GFOA Materials (or in any modifications or enhancements thereto) except as explicitly set forth in this Agreement. County shall have a perpetual license to all GFOA Materials provided to it before, during, or after the Term of this Agreement.

8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

☒ Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

☒ Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

☒ Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

☐ Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

☒ Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $1,000,000 aggregate.

☐ Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $1,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) **Additional Insured Status**: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

(2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

(3) **Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

(4) **Notice of Cancellation**: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

(5) **Waiver of Subrogation**: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(6) **Self-Insured Retentions**: Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $100,000 unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

(7) **Acceptability of Insurers**: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

(8) **Claims Made Policies**: If any of the required policies provide claims-made coverage:

a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

(9) **Verification of Coverage**: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(10) **Special Risks or Circumstances**: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of County is to be considered an employee of Contractor. It is understood by both

Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

10. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

11. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

13. TERMINATION

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) calendar days written notice of such intent to terminate.

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this Paragraph shall not apply.

14. ASSIGNMENT

This is an agreement for the personal services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT

If Contractor abandons the work, fails to proceed with the work or services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, then County may declare Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 22.

17. CONFIDENTIALITY

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of County.

18. CONFLICTS

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

19. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, then the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 22.

22. AMENDMENT

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change order is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, and attached to the original Agreement to maintain continuity.

23. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or County shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

County of Mono:
Janet Dutcher, DPA, MPA, CGFM, CPA
P.O. Box 556
Bridgeport, CA 93517
jdutcher@mono.ca.gov

760-932-5494

Contractor:

Michael J. Mucha, Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, IL 60601-1210
mmucha@gfoa.org
312-977-9700

24. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to Docusign or similar service, shall be deemed as valid and as enforceable as an original.

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER.

COUNTY OF MONO:		**CONTRACTOR:**	
By:	Sandra Moberly	By:	Michael J. Mucha Michael J. Mucha (Jun 24, 2024 13:36 CDT)
Name:	Sandra Moberly	Name:	Michael J. Mucha
Title:	County Administrative Officer	Title:	Deputy Executive Director
Date:	Jun 20, 2024	Date:	Jun 24, 2024

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN THE COUNTY OF MONO AND GOVERNMENT FINANCE OFFICERS ASSOCIATION FOR THE PROVISION OF INTERNAL BUSINESS PROCESS REVIEW AND PROJECT MANAGEMENT CONSULTING SERVICES

TERM:

FROM: JULY 1, 2024 TO: JUNE 30, 2029

SCOPE OF WORK:

The scope of work shall be the services as described in the Scope at pages 4 - 23 of the Internal Business Process Review and Project Management Consulting Services in Support of Replacing the County's Enterprise Resource Planning (ERP) System, submitted in response to the County's Request for Proposals due April 15 and attached hereto as Exhibit 1 and incorporated herein by this reference.

ATTACHMENT B

AGREEMENT BETWEEN THE COUNTY OF MONO AND GOVERNMENT FINANCE OFFICERS ASSOCIATION FOR THE PROVISION OF INTERNAL BUSINESS PROCESS REVIEW AND PROJECT MANAGEMENT CONSULTING SERVICES

TERM:

FROM: JULY 1, 2024 TO: JUNE 30, 2029

SCHEDULE OF FEES:

The schedule of fees is set out in the Cost Proposal at pages 32-33 of the Internal Business Process Review and Project Management Consulting Services in Support of Replacing the County's Enterprise Resource Planning (ERP) System, submitted in response to the County's Request for Proposals due April 15 and attached hereto as Exhibit 1 and incorporated herein by this reference.

GFOA's proposal is based on rates of $275 per hour. GFOA will honor a rate of $275 per hour for all future work on this project, including any potential services provided through the end of the County's ERP implementation project. However, GFOA feels that it is in the County's best interest to contract for a fixed price amount based on completion of milestones. GFOA's proposal is based on a fixed (not-to-exceed) amount for completion of milestones. GFOA does not increase costs or require change orders if the project ends up being more complex than initially estimated, runs into delays, or requires additional hours.

☐ See Attachment B1, incorporated herein by this reference (optional).

6-18-24 Item #7e. - Standard_Agreement_Template_v06.11.24_GFOA_ERP_Consultant (1)

Final Audit Report 2024-06-24

Created:	2024-06-20
By:	Danielle Espinosa (despinosa@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIoLKDCKqq6bHP2Oz01LL9KI3xFFqGu61

"6-18-24 Item #7e. - Standard_Agreement_Template_v06.11.24_GFOA_ERP_Consultant (1)" History

Document created by Danielle Espinosa (despinosa@mono.ca.gov)
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Signature Date: 2024-06-20 - 11:48:30 PM GMT - Time Source: server- IP address: 162.252.88.209

Document emailed to Christopher Beck (cbeck@mono.ca.gov) for signature
2024-06-20 - 11:48:32 PM GMT

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2024-06-21 - 2:31:47 PM GMT- IP address: 162.252.88.209

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2024-06-21 - 2:32:38 PM GMT

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2024-06-24 - 3:20:22 PM GMT- IP address: 162.252.88.212

Document e-signed by Jacob Sloane (jsloane@mono.ca.gov)
Signature Date: 2024-06-24 - 4:12:13 PM GMT - Time Source: server- IP address: 162.252.88.212

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Document emailed to mmucha@gfoa.org for signature

2024-06-24 - 4:12:15 PM GMT

Email viewed by mmucha@gfoa.org

2024-06-24 - 6:35:26 PM GMT- IP address: 50.201.237.218

Signer mmucha@gfoa.org entered name at signing as Michael J. Mucha

2024-06-24 - 6:36:37 PM GMT- IP address: 50.201.237.218

Document e-signed by Michael J. Mucha (mmucha@gfoa.org)

Signature Date: 2024-06-24 - 6:36:39 PM GMT - Time Source: server- IP address: 50.201.237.218

Agreement completed.

2024-06-24 - 6:36:39 PM GMT

Government Finance Officers Association

Research and Consulting Center

Proposal for:

City of Ocala, FL

Enterprise Resource Planning (ERP) Advisory Servies
November 25, 2025

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, IL 60601-1210
312.977.9700 *fax:* 312.977.4806

November 25, 2025

City of Ocala
Attn: Christopher Ramos
110 SE Watula Avenue
Ocala, FL 34471

Email: cramos@ocalafl.gov

Dear Christopher,

The Government Finance Officers Association (GFOA) is pleased to present this proposal to the City of Ocala ("the City") to provide enterprise resource planning (ERP) advisory services for potential replacement of the City's existing Tyler Technologies administrative system(s). This proposal fulfills the scope identified in the request for proposals (RFP) for Mono County, California (due April 15, 2024) and is consistent with all material terms of GFOA's resulting contract with Mono County dated June 24, 2024. GFOA pricing matches both the hourly rate provided Mono County and the total not-to-exceed limit for comparable services.

We understand the great opportunity that an ERP system replacement project provides and focus on using that chance to make lasting improvements to policies, business processes, and outcomes for the organization. We also understand that ERP projects are about more than software and that change with process, policy, organizational roles can be difficult. We will serve as the City's strategic guide throughout the process to ensure goals are met and the City is able to realize long-term stability and a strong foundation from which it can grow and evolve to meet the needs of both internal customers and those throughout the community.

Over 600 governments, including many in Florida, have found value in our experience, expertise, and detailed approach to ERP projects. As a service provided to members, GFOA can offer independent, objective, and best practice focused consulting services consistent with our mission to improve government management.

If there are any questions or you would like to discuss the proposal, please let me know.

Sincerely,



Michael J. Mucha
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Government Finance Officers Association
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Section I – GFOA Qualifications

The Government Finance Officers Association (GFOA) is the premier association for public sector finance professionals in the United States and Canada. Founded in 1906, GFOA currently has over 29,500 members that look to GFOA as the gold standard for identifying, developing, and communicating leading practices in government management. As a non-profit organization, GFOA's mission is to promote excellence in state and local government financial management. GFOA accomplishes this mission by identifying and developing policies and practices and promoting them through education, training, consulting and leadership.

GFOA's Research and Consulting Center (RCC) is nationally recognized for its comprehensive analytical and advisory services, as well as for research on issues specific to state and local governments' financial, human resource, procurement, payroll and operational management. Since beginning operations in 1977, the RCC has assisted hundreds of cities, counties, public utilities; and other forms of government to create best practice solutions to meet their unique challenges. Approximately 20 years ago, GFOA began consulting for enterprise resource planning (ERP) system assessments, procurement, contract negotiation, and implementation advisory services. GFOA has built a reputation as the unparalleled leader in the field of providing objective, independent advice for ERP procurement and implementation projects. Our approach to ERP projects focuses on business process improvement, effective governance, and building organizational readiness throughout each stage of the procurement process and we have used this approach successfully for ERP projects with a broad scope including finance, budget, procurement, human resources, payroll, time entry, asset management, utility billing, permitting and other related administrative systems. In addition to our consulting projects, we frequently teach our approach as part of GFOA's training program and in some cases even other consulting firms have used GFOA templates and past consulting deliverables to leverage our lessons learned and market leading formats.



GFOA is not affiliated with any software vendor or firm aligned with any software vendor and does not implement ERP software. Our focus is exclusively on providing honest and unbiased recommendations to our clients and leveraging our experience to help all public-sector organizations with informed ERP guidance. The ERP market has

undergone significant change in recent years and governments are increasingly more reliant on technology to implement financial management best practices. In addition, because of the growth in "cloud" and the importance of these systems on the overall administration of local government, these technologies continue to evolve. With our consulting experience and continued research, GFOA has been able to improve its approach and generate additional value for our clients through reduced costs, reduced risk, and best practice recommendations to improve not only technology, but also business process, and ultimately outcomes.

Florida Experience

In addition to bringing best practice examples from across the United States, GFOA is also very familiar with the State of Florida. Over the past 20 years, GFOA has worked with over 25 local governments within the State of Florida. Below are some of our clients that included a similar scope to this project. Those in **bold** are active GFOA projects.

Cities:

City of Cape Coral
City of Deerfield Beach
Islamorada, Village of Islands
City of Fort Myers
City of Lady Lake
Town of Lake Worth Beach
City of Orange City
City of Palm Bay
Town of Palm Beach
City of Palm Coast
City of Port Orange
City of Plant City
City of Riviera Beach
City of Sarasota
City of St. Cloud
City of St. Petersburg
City of Tampa
City of Weston

Counties:

Martin County
Hernando County
Indian River County
Pinellas County
Polk County

Special Districts / Other

Emerald Coast Utility Agency
Osceola County School Board
Pasco County School Board
Volusia County Schools
Miami-Dade Expressway Authority
Orlando-Orange Expressway Authority
Orange County Public Schools
Orange County Sherrif's Office

**** Current Projects***

Other Products and Services

GFOA also provides many services to members and other government managers in addition to consulting services. Our consulting services complement and leverage much of our research knowledge and membership network to deliver current, relevant, and proven strategies. The same consultants who regularly advise clients also research and

write white papers and journal articles, author and edit publications, conduct training, coordinate GFOA's annual conference, and staff best practice committees.

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- **Industry Standard Publications:** GFOA staff prepare the industry's leading publication to guide governmental accountants on all standards and financial reporting guidance. *Governmental Accounting, Auditing, and Financial Reporting* (The "Blue Book") is published by GFOA and GFOA consultants and clients have ready access to GFOA's technical experts throughout the project for any complex accounting or financial reporting questions as we work through business process change, chart of account configuration, or system set up challenges.

- ***Government Finance Review:*** GFOA consultants also regularly contribute articles and serve as reviewers for GFOA's bi-monthly publication, The Government Finance Review, along with other leading journals, books, and white papers. Each issue had articles written about GFOA's experience with ERP projects. Articles for each issue are available at www.gfoa.org/gfr.



- **Rethinking Budgeting Initiative:** Local governments have long relied on incremental, line-item budgeting where last year's budget becomes next year's budget with changes around the margin. Though this form of budgeting has its advantages and can be useful under circumstances of stability, it also has important disadvantages. The primary disadvantage is that it causes local governments to be slow to adapt to changing conditions. The premise of the Rethinking Budgeting initiative is that the public finance profession has an opportunity to update local government budgeting practices to take advantage of new ways of thinking, new technologies, and to better meet the changing needs of communities. GFOA has been working to challenge the status quo of common budgeting practices, identify where governments have ability to take a new approach, and document innovative approaches that can be used to assist with planning, budgeting, and implementation of new programs. Research for this initiative has also provide tools to assist with accounting, procurement, position control, and other areas of financial management.

- **Best Practice Committees:** GFOA has seven standing committees made up of leading finance professionals from governments throughout the United States and Canada that meet regularly to develop best practices to promote and guide sound financial and overall government management.

- **Annual Conference and Training:** GFOA's Annual Conference attracts approximately 5,000-7,000 government finance professionals and provides a forum to discuss innovative practices, learn best practice examples, network with peers, and interact with exhibitors. GFOA also provides ongoing training seminars throughout the country to assist members with continued professional development. GFOA consultants are regular trainers at these seminars including seminars on ERP procurement, project management, and best practices in ERP implementation.

Section II – GFOA Approach

The scope of work proposed for the City of Ocala meets all conditions of the RFP released by Mono County for "Internal Business Process Review and Project Management Consulting Services in Support of Replacing the County's ERP System due on April 15, 2024. The scope of work included:

A. Develop and document existing (as is) and proposed (to be) functional data requirements, including business process workflow, for all County departments utilizing the new ERP software. This analysis should include any third-party applications recommended for integration into the new ERP system.
B. Prepare a Request for Proposal (RFP) that the County will issue for new ERP software and implementation services that allow for a thorough comparison of all qualified vendors.
C. Lead the County through the ERP software selection process, including coordinating software demonstrations and on-site visits. This includes assisting the County with identifying potential risks, issues, and budget impacts to ensure it makes a quality selection decision that achieves its ERP requirements.
D. Participate in contract negotiations with the selected ERP software vendor to ensure a performance-based contract that includes milestones and associated target dates for accomplishment.
E. Act as the County's project manager, guiding the County through implementing the selected ERP software package and assisting with identifying and assessing process change necessary for a successful ERP software installation.

GFOA proposed our standard project approach that is continually refined based on past project experience and ongoing research. Where services have been enhanced or where the scope of the project proposed to the City of Ocala differs from the Mono County RFP or GFOA's agreement with Mono County, we have provided explanation.

ERP system implementations offer much promise for improving business processes, empowering employees with tools to become more effective, and ultimately transforming the entire organization. With improvements in technology and market trends favoring "cloud technologies," this shift not only includes business process, but also risk management, organizational roles, and governance. However, implementation of these systems is a complex effort and many organizations struggle to realize many of the promised benefits. GFOA understands that the City had recently implemented a Tyler Munis ERP system and uses related systems from other vendors including UKG. We also understand that the City is not completely satisfied with these investments and looking to evaluate options and take advantage of improvement opportunities. GFOA's role with this project will be to assess all current administrative systems related to finance, procurement, human resources, payroll, and time entry to develop a high-level

strategy for future system use and alignment with best practices. The scope of GFOA's assessment will consider a broad enough perspective so GFOA to properly advise the organization on both short term and long-term options and needs to connect systems to improve business process efficiency.



GFOA's scope and services for this proposal are organized into major phases (Part 1-4). Within each phase we have identified major tasks and each task includes deliverables and milestone payments that are defined below. GFOA views every project as a partnership with our client and we aim to work together as a team to address project risks, issues, recommendations and build a strategic path forward along with organizational momentum for the ERP implementation. We also understand that the specific plan depends on future analysis and strategic decisions by the City that will occur during the project. As part of the project, GFOA will revise the plan and approach as needed based on needs of the project and goals of the City.

Phase 1 – Analysis and Requirements Definition

- Task 1: Governance and Project Management
- Task 2: Process Improvement
- Task 3: Goals and Requirements

Phase 2 – Strategy

- Task 4: Strategy and Action Plan
- Task 5: RFP Development

Phase 3 – Solutions

- Task 6: Procurement
  - Evaluation Plan
  - System and Vendor Selection
- Task 7: Prerequisites for Implementation
- Task 8: Contract Negotiations

Phase 4 – Implementation Project Management Services

- Task 9: Implementation Advisory Services

Phase 4+ - Sustained Change

Task 10: Post Project Assessments

NOTE: The overall scope of work proposed for the City of Ocala matches the scope of work for Mono County, but GFOA has made slight adjustments to our approach to emphasize the importance of certain readiness tasks. GFOA's proposal for the City of Ocala represents the latest improvement made to our approach and includes:

- *Separate Task 3 to identify goals and requirements (previously was part of Task 5)*
- *New Task 7 to provide more services to help complete prerequisite activities to prepare for implementation.*

GFOA has also included optional services for implementation advisory services (Task 9 and 10) to comply with requirements from the Mono County RFP.

Task 1: Governance and Project Management

Working together, GFOA and the City project manager will prepare the following tools that will be essential to project coordination. In preparing all project planning and management plans, we will work to work this project into the structure that already exists within the organization.

- **Governance Support** – GFOA recognizes that the success of any change project depends on the ability to adapt to the changes that technology brings to both business process and organizational culture. We also understand that any enterprise system is not owned or controlled by one department in the organization. We are proposing to assist the City with the development of a governance structure for the project to establish clear roles, identify responsibilities, and communicate how key stakeholders will work together to manage the project. The project governance structure will also establish clear roles for executive support, managing change, decision making, and escalation of any potential issues. If the City already has a governance structure in place, GFOA will document the existing governance structure and make recommendations based on GFOA's past experience.



  GFOA's recommended governance structure includes a steering committee, project team, and other staff necessary for business process improvement or project readiness functions. The governance structure will contain considerations for potential scope options that the City is considering. We have also found that governance of a future ERP system needs to be enterprise-wide

and will work to develop a collaborative model that works for all stakeholders. Our Financial Foundations Framework identifies five (5) key pillars of effective and sustainable (change) management. Each pillar includes different leadership strategies and/or institutional design principles that we have found translate exceptionally well to ERP governance. For more information, please visit http://gfoa.org/financial-foundations.

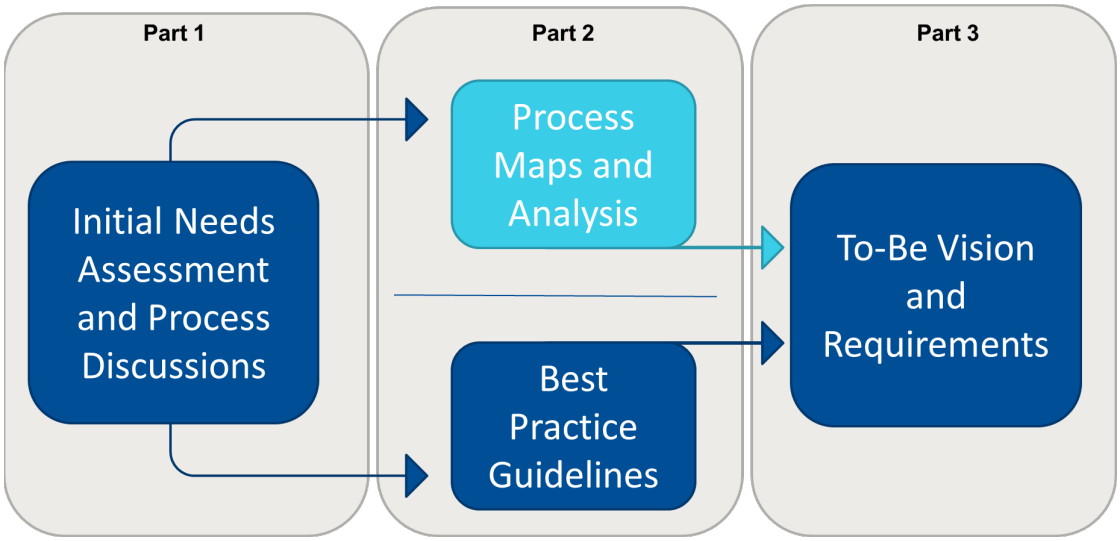
- **Staffing Plans -** GFOA will help the City identify a project team and prepare individuals to work through business process change as part of this project and the eventual ERP implementation. GFOA's approach is focused on developing cross-department teams organized by business function. Ideally, these teams will start meeting prior to the implementation to complete essential readiness tasks related to process improvement, policy modernization, and implementation preparation.
- **Project Plan** – GFOA will prepare a project plan that lists tasks and milestones. We then track the project in a collaboration tool (Microsoft Teams or similar). GFOA also will prepare project dashboards, issue lists, and communication tools that will be used throughout the project.
- **Project Management** – GFOA will participate in regular project management meetings and provide a regular (monthly or more frequently as desired) status report for the project. We expect our project manager to serve as a coach, guide, and advisor throughout the project. They will maintain regular communication to address issues, point out risks, provide lessons learned, and ultimately work to help the project be a success. Ongoing costs and effort for all project management activities are built into GFOA's milestones and deliverables. As part of our ongoing project management services, we will help prepare any communications, attend council meetings, or help delivery key messages stakeholders.
- **Project Management Coaching** – GFOA offers coaching services to project management staff. Often, ERP project managers step into a new role – taking on additional responsibilities and a position of authority within the organization. For some new or inexperienced project managers, this can be quite intimidating. For experienced project managers, this project may represent new challenges related to communications, conflict resolution, diverse teams, or change management. GFOA has established an executive coaching program that brings together a cohort of project managers from across GFOA's ERP projects. The program is optional, but provides resources and support that past clients have found useful. Meetings occur monthly (or as necessary) and include both live and on-demand training services.

Task 1: Project Planning and Management	
Duration	• 1 Month + Ongoing Throughout Project
On-Site Presence	• As Necessary

Deliverables	• Project Governance / Project Charter • Project Plan • Staffing Readiness • Status Report Template • Set Up of Project Collaboration Site • Additional Update As Required

Task 2: Process Improvement

GFOA will take a lead role in identifying potential business process changes along with preparing a strategic vision for each functional area in scope. While we will look at opportunities for system improvements, we also want to consider business process and policies – as the most impactful changes occur when system and process/policy change occur together.



GFOA will meet with stakeholders and gather information on how the current systems are being used and how it supports business processes. GFOA will also use any information from prior consulting engagements, the city's own data collection, or the initial system implementation. Through a series of business process workshops, GFOA consultants will work collaboratively to begin ERP readiness and change management efforts. This process will include both opportunities for how modern systems work within local government, and also changes to business process or policy – as the most impactful changes occur when system and process/policy change occur together. Processes discussed are listed in the table below.

Process List	
Process	Task / Topics
Accounting	• Chart of Accounts • General Ledger Transactions • Activity Costing*

Process List	
	• Internal Service Charges* • Grant / Project Tracking • Closing* • Financial Reporting
Budget	• Operating Budget • Capital Improvement Planning (CIP) • Capital Budget • Budget Adjustments / Amendments • Long-Term Financial Planning* • Public Reporting *
Procure – Pay	• Supplier Management • Purchase Requisitions / Purchase Orders • Contract Management • RFP / Bid Process • Change Order • Receiving • Accounts Payable • Invoice Processing • 1099* • Refunds*
Inventory *	• Warehouse Management* • Inventory Requisition* • Physical Counting* • Replenishment*

Customer Billing	• Customer File
	• Billing
	• Payment Processing
	  ○ Online
	  ○ Cashiering Station*
	• Accounts Receivable
	  ○ Aging*
	  ○ Collections*
	• Write-off*

Treasury	• Receipts • Disbursements • Interest Allocation • Bank Reconciliation • Investments* • Debt Management*

Asset Management	• Asset Acquisition
	• Asset Lifecycle
	  ○ Service Request
	  ○ Work Order
	  ○ Inventory
	• Depreciation
	• Transfer / Disposal / Retirement
	• Preventative Maintenance
	• Repair/Replace

Human Resources – Core	• Job Class Maintenance*

Process List	
	• Position Maintenance • Recruitment/Hiring • Pre-Employment Requirements (Conditional Offer) • Onboarding • Employee File • Offboarding/Separation
Human Resources – Enhanced	• Personnel Evaluations • Certification and Training • Performance Improvement Planning/Tracking* • Disciplinary Actions/Grievance*
Benefits	• Plan Administration/Maintenance • Open Enrollment • Ongoing Enrollment • Post Employment*

Time Entry – Payroll	• Time Entry
	  ○ Regular
	  ○ Special (Projects, FEMA, Special Events, etc.)
	• Time Approval
	• Salary Maintenance
	• Payroll Calculations
	• Payroll Processing
	• Payroll Tax Processing
	• Regular Leave
	• Long-Term Leave

*Note: The process areas identified with an * were not included in the Mono County contract, but were listed in the original City of Ocala proposal. GFOA has identified an optional price for the expanded set of processes.*

For the first part, GFOA will facilitate initial business process discussions to better understand the current situation and begin discussing expectations and goals for a future system. For most processes, GFOA will create a process map to illustrate what is currently done. We still expect that a major benefit from sessions facilitated by GFOA consultants is that stakeholders will share a common understanding of the current process and can explore together the current challenges, weaknesses, and areas for improvement. By discussing changes in the open, it is also a critical change management strategy to help the organization begin the transition to a new process.

In part 2, GFOA provides recommendations for change, facilitates a discussion around best practice options, and seeks to educate the City on options available with modern systems and improved process and/or policy. After discussion of options, GFOA will facilitate part 3, which includes documentation of any major project goals, process expectations, and detailed functional requirements.

Task 2: Process Improvement

Duration	• 2-3 Months
On-Site Presence	• 50 %
Deliverables	• Process and System Analysis • To-Be Process Documentation • Functional Requirements

Task 3: Goals and Requirements

GFOA focuses functional requirements development on business process and will prepare requirements in the form of testable use cases that will have value throughout the project. At each step in the business process we will determine both the system requirements and implementation requirements and document those using a Microsoft Excel template that is aligned to our process maps that will be included in the eventual RFP. Requirements development focuses on functional requirements that define "what" needs to be completed (such as tasks, outputs, interfaces, calculations, processing, etc.) and not on "how" the system or the organization handles tasks currently. This allows for future improvement and full utilization of the system tools and built in processes to make the City more efficient.

Task 3: Goals and Requirements	
Duration	• 1 Month
On-Site Presence	• 50 %
Deliverables	• Functional Requirements

Task 4: Action Plan and Strategy Development

GFOA will prepare both a needs assessment report and overall action plan that documents both the internal tasks necessary to ensure organizational readiness for recommended strategies. GFOA will discuss the needs assessment report with City staff to ensure key questions will be answered including:

- Should the City replace its existing ERP system?
- What is the most appropriate scope for the project?
- What is the overall business case for system change?
- What challenges can the City expect?
- What is the estimate budget for the project?
- What can the City do to mitigate risk and better prepare for the project?

Readiness tasks generally identify business process and policy improvement steps that can be initiated prior to the software implementation and help prepare the organization for success. The plan will also include any steps necessary to move forward with the City's procurement strategy including considerations for scope, RFP guidelines, or market strategy. GFOA's project plan will take into account past lesson's learned on

projects and identify several milestones or benchmarks for the organization to measure its readiness progress against. GFOA's readiness plan will cover overall issues related to:

- Project scope
- Change management
- Policy Change
- Governance
- Project management
- Staff planning
- Budgeting for the project
- Project communications
- Project prerequisites

Task 4: Action Plan	
Duration:	• 1 Month
On-Site Presence	• Approximately 50% Onsite
Deliverables	• Needs Assessment • Action Plan

Task 5: Develop Request for Proposal (RFP)

In this phase, GFOA will develop a detailed Request for Proposals (RFP) document for the City (or multiple RFPs depending on the procurement strategy). The GFOA RFP format is designed to remove disparity between proposals and to provide as close to an apples-to-apples comparison as possible. In addition, GFOA develops all RFP's with the end goal in mind – a successful contract that mitigates risk and leads to a successful project. One essential component of the RFP is to establish the scope for implementation and set clear acceptance standards that can be used to hold ERP firms accountable for project outcomes.

GFOA has a template RFP that was specifically designed for ERP procurements and follows current best practices for public procurement. We have continually updated as required by changes in the ERP market and strive to reduce bias, provide proper focus on ERP risk areas, and facilitate effective decision making and contract negotiations. GFOA is also working to develop standardized functional requirements that serve as a baseline for a successful ERP implementation and provides accountability for major areas within a core system. We plan to work collaboratively with the City's procurement team to include any terms and conditions from the City's standard documents, decide on the procurement process, and ensure compliance with any other the City requirements.

When complete, the RFP document will incorporate information developed with many of the other deliverables from this project including:

1) Guidelines / expectations for the procurement
2) Key Objectives / Goals / Critical Success Factors for the Project
3) Detailed project scope including future business process vision
4) Process expectations and functional requirements
5) Interface definitions
6) Data conversion expectations
7) Detailed vendor response templates
8) Procurement terms and conditions

GFOA's preferred RFP strategy is to solicit proposals for both ERP software and ERP implementation services at the same time. We believe this provides for not only a higher quality response, but also a faster timeline. The initial RFP will identify a clear scope, project objectives, and expectations for the project. Vendor responses can then be evaluated against relevant criteria and vendors can be held accountable to promised results.

Task 5: RFP Development	
Duration:	• 1 Month
On-Site Presence	• Approximately 50% Onsite
Deliverables	• RFP Document

Task 6-A: Identify Evaluation Criteria

GFOA's system selection and procurement methodology relies on principles of fairness, attention to detail, and competition, yet remains flexible enough to adapt to local procurement laws or other unique situations. Our approach considers how best to use the procurement process to facilitate a statement of work and contract that holds the vendor accountable, ensures a quality implementation, and makes expectations clear. In addition, the approach is continually enhanced by feedback from the hundreds of public sector clients that we work with, our own staff experience, and the vendor community. Recently, GFOA has been working to incorporate our research on decision architecture and behavioral science into our approach for ERP RFP evaluations. GFOA will work with staff from the City to develop an evaluation strategy and work to define clear evaluation criteria. Once established, GFOA will prepare a guide for evaluators and conduct training alongside procurement staff from the City.

Task 5: Identify Evaluation Criteria	
Duration:	• 1 Month
On-Site Presence	• Minimal Onsite
Deliverables	• Evaluation Guidebook

Task 6-B: Selection of Vendor

Through defined steps, vendors will be evaluated and scored according to pre-defined criteria with the top vendors moving on to compete at the next step. Each step is an opportunity to negotiate terms, address risks, and provide methods for holding stakeholders accountable. Overall, our approach is focused on identifying and mitigating risks throughout the procurement process. GFOA's RFP template provides the opportunity to focus the evaluation on key risk factors in the implementation and separates actual proposal from marketing buzzwords. GFOA's standard evaluation process includes the steps described below.

Step 1: Proposal Assessment

Upon receiving the written proposals from vendors, the City's project team will begin an assessment and analysis of all proposals. GFOA will assist with this assessment by reviewing proposals and providing high level comments on potential risks, issues, and any significant weaknesses/gaps and/or strengths. GFOA recommends that the City incorporate an anonymous review for initial sections that can be evaluated without knowledge of the vendor name. This provides an opportunity to consider the merits of each proposal free from preconceived bias of evaluators.

GFOA has also learned over the years that it can be difficult to evaluate a best fit vendor or the proposal that provides the best value for the City by only looking at a written response. Vendors are quite good at marketing in proposals and proposals may not actually reflect what it's like to work with a firm. GFOA's approach tries to mitigate this misleading presentation by providing multiple opportunities to meet the actual consultants who will be working on the project and supporting the relationship. GFOA will also structure the analysis to try and remove instances of evaluator bias or marketing misrepresentations from the vendors.

After conducting an initial review of anonymous portion of proposals, the City will invite potentially viable solutions for a short virtual presentation (60 minutes). GFOA expects that the number of vendors elevate be based on the number of proposals the City receives, but potentially could include 8-10 vendors. By providing each a short time to present their proposal, the City will be able to evaluate what the differentiating features of each vendor's proposal actually are. It also will give the City a chance to meet representatives for each firm.

After presentations are complete, GFOA and the City's project team will complete the full proposal analysis, which now will include vendor names. GFOA can also leverage our extensive experience to compare each proposal to industry standards. All key findings will be documented in a brief proposal assessment report that identifies GFOA's findings. This report will also identify additional information that will be needed from vendors going forward.

GFOA expects that after reviewing proposals, the City elevates a limited number of vendors for onsite demos/interviews.

Step 2: Software Demos and Team Interviews

GFOA staff will develop detailed demo scripts for each vendor. Demo scripts are based heavily on the requirements and business process decisions built in early tasks. Also, GFOA's approach to software demos provides a focus on implementation activities. GFOA believes that it is critical for vendors to explain HOW the software will be implemented along with the features of the software. The greatest system in the world will not be useful if it is not configured and implemented correctly to meet the needs of the organization.

Our approach to software demos and interviews differentiates GFOA and demonstrates our dedication to continually evolve our approach to a changing ERP market. As software features become more mature, it is less important for governments to evaluate "if" it will work. However, since most of the risk comes from implementation, we work through a series of business process case studies, sample "workshops," and implementation resource interviews to make sure you can effectively evaluate the knowledge and skills of the proposed implementation team.

GFOA will also facilitate a combination of remote and in-person demos and interviews with each vendor. In this role, GFOA would ensure compliance with the demo scripts, take notes, and point out differentiators. GFOA expects that after this first round of software demos and interviews, the City elevate two vendors.

Step 3: Discovery

Discovery acts as another opportunity for the City to clarify unresolved issues before it makes its final elevation. Prior to Discovery, GFOA will develop a Request for Clarification (RFC) letter for each vendor that was elevated. Then, during Discovery, each remaining vendor is invited back on-site for one more day of presentation. During this presentation, any remaining issues with software functionality, implementation approach, data conversion, or scope are clarified and vendors are asked to make any necessary revisions to their proposal. The main focus of this session is to plan the implementation so that the City and vendor can later develop a detailed statement of work. GFOA will facilitate the Discovery session for two proposal teams. Additionally, by clarifying outstanding issues at Discovery, development of the statement of work becomes easier. At the conclusion of Discovery, the City will enter contract negotiations with one vendor.

Task 6: Selection of a Vendor	
Duration:	• 3-4 Months
On-Site Presence	• 25-50% Onsite
Deliverables	• Proposal Analysis • Initial Interview Facilitation

- Demo Scripts and Facilitation
- RFC/Discovery

Task 7: Project Prerequisites

ERP projects are made much more difficult by organizations that wait until the software implementation to begin working on tasks that can be completed prior the project start. GFOA has identified several common project prerequisites and will assist the City by facilitating and/or leading City teams to complete tasks. GFOA will determine specific project prerequisites for the City depending on project goals and the specific scope included in the City project, but expects that tasks listed below many be included.

Potential Prerequisites	
Process	Readiness Tasks
Accounting	• Chart of Accounts
Budget	• Budget Policies • CIP Policies
Procure – Pay	• Procurement Policies • Process Improvements • Data Conversion
Asset Management	• Data Conversions • Asset Management Policies
HR	• Position Control Structure
Payroll	• Pay Calculations • Leave
Technical	• Integrations • Data Conversions • Workflow • Reporting

Task 7: Project Prerequisites	
Duration:	• 1-2 Months
On-Site Presence	• TBD
Deliverables	• TBD

Task 8: Contract Negotiations

GFOA will be involved with the negotiation of any applicable software license contract, software maintenance agreement, hosting / SaaS agreement or implementation services agreement (or multiple contracts if the City selects multiple vendors) In addition, GFOA will lead the development of the statement of work using GFOA's statement of work template. Often ERP vendors will start development of their

statement of work from a template that is focused on limiting scope, suggesting change orders, and confusing responsibility or accountability for project outcomes. GFOA's statement of work template follows the RFP and expectations for all proposals and will serve as a critical document throughout implementation that outlines responsibility for the implementation. GFOA will ensure that the City's statement of work is defined to a fine level of detail to prevent any unnecessary issues or misunderstandings during implementation.

Also, for cloud contracts, it is essential that the City identify and negotiate appropriate service level agreements and other contractual provisions that establish performance standards and identify role responsibility. GFOA will take the lead in establishing this documentation.

Task 8: Contract Negotiations	
Duration:	• 1-2 Months
On-Site Presence	• Offsite
Deliverables	• Software Agreement • Services Agreement • Statement of Work • Service Level Agreements • Third Party Agreements

Task 9: Implementation Advisory Services

GFOA can provide a project oversight role throughout the City's project and work with the City and the City's selected ERP vendor to achieve the City's project goals. A project oversight role with GFOA will enable the City to leverage the presence that GFOA has in the public sector technology industry, and will allow the City to benefit from ERP implementation experience and research along with access to our nationwide membership network. GFOA will also continue our role as lead in contract negotiations for any contract amendments and project support to review milestones and invoices.

GFOA has past experience with project oversight on a variety of projects. We are familiar with the implementation approach proposed by most vendors and can use lessons learned to help avoid some of the challenges that previous clients have faced. We expect to provide these lessons learned as well as proactive management of issues to mitigate any risks to the City's project.

GFOA can also provide implementation advisory services to assist with implementation of the City of Ocala action plan in the event the City decides not to

implement a new ERP system and works to optimize and improve the existing Tyler Technologies system.

Task 9: Implementation	
Frequency	• Ongoing
On-Site Presence	• As Necessary
Deliverables	• Monthly Status Reports • Deliverable Review Reports • Business Process Recommendations • Other Reports As Necessary

The following services are planned to be in scope for this project. GFOA's role can take the form of a project manager, although certain tasks (example administrative tasks) are best provided by someone internal to the City. GFOA will take direction from the City on the specific tasks and assignments and will report monthly on hours used. These tasks have been identified based on feedback from City staff. All services are proposed as an hourly fee where GFOA will invoice for hours worked.

If desired, and where appropriate, GFOA would be willing to provide additional fixed fee proposals for "mini-tasks" or "work orders" throughout the project that identify key milestones instead of an hourly rate. With these mini-tasks or work orders, the City project manager and GFOA project manager would agree to the appropriate scope and price for desired work.

Deliverable Review

As part of the City's statement of work with its selected vendor, GFOA will negotiate terms that require the vendor provide several key deliverables/work products. GFOA will work with the City to help set expectations for the vendor, review templates, monitor progress for deliverable completion, and provide a detailed review of the critical deliverables once complete. GFOA will provide a report to the City outlining any issues (either with compliance against the contract or consistency with best practices). To properly review the deliverables, GFOA expects that it have sufficient levels of participation during the development of the deliverables that may include participation in site visits, conference calls, or other information gathering activities. As part of that participation, GFOA will be available to provide further guidance, best practice information, or other lessons learned.

Note: It is the City's responsibility to accept all deliverables and milestones. GFOA cannot accept or reject items on behalf of the City.

Business Process Design

GFOA assumes that the City will be moving forward with business process changes and best practice recommendations from GFOA's process mapping sessions. During the

implementation project, GFOA will participate in the business process design sessions with the ERP vendor when on-site to ensure that the City will deploy best business practices aligned with earlier recommendations rather than "re-creating the old system." Additionally, as part of the design process, GFOA can provide research into best business practices and communicate both advantages and disadvantages of specific design decisions based on our implementation experience and/or lessons learned from our member network. When GFOA is not able to participate in on-site meetings, we can provide a thorough review of any meeting notes, design documents, or other system or process documentation to review for best practices, process inefficiencies, or other potential issues.

Participation in Project Meetings

GFOA's team will participate in project management meetings and steering committee meetings to provide updates to key stakeholders and help resolve any outstanding issues. If GFOA is not scheduled to be on-site, GFOA will be available to participate remotely (if required).

Periodic Project Reviews

GFOA will conduct project reviews at set milestones in the project. Each review will be completed by GFOA's Director of Research and Consulting or GFOA's Consulting Practice Manager (or a similar senior level representative from GFOA as approved by the City). For the review, GFOA representatives will be on-site and will conduct interviews with project stakeholders and key members of the project governance structure (including vendor staff). GFOA will also review project deliverables, project progress, status reports, and other relevant information. These Periodic Project Reviews will provide a regular and independent assessment of project progress and project health.

The review may include any relevant issue with the project, but is likely to cover project goals, ongoing risks, contract compliance, best practice implementation, business process review, project communications, project decision making, project management, change management, and training strategies, and testing plans.

After the review is complete, GFOA will provide a brief project review report summarizing issues. It is also expected that GFOA would be available to participate in a meeting (either on-site or by phone) to discuss project issues and findings in the project review report.

Overall Project Oversight

Essentially, GFOA's role is to provide an "early warning mechanism," to the City at key points in the implementation process by tracking the progress of activities within the project plan and identifying risk areas.

Development of a thorough implementation plan is an important component to the development of an effective project structure. Furthermore, throughout an ERP system

implementation, plans must be revised and appropriate controls must be present as part of effective project management to minimize deviations from the timeline and/or budget. GFOA will work with the City's vendor and the City project/program managers to monitor project status, resolve project scope and approach issues, and provide input on improving the logic of the overall plan if necessary. We will also work to keep the vendor on-track with the overall objectives of the organization as established in the contract agreements.

Primary activities for overall oversight will include contract monitoring, ongoing change management, support for the City's steering committee, managing the issues log, or other project tasks as may be necessary.

GFOA will provide a monthly status report throughout the duration of the project. The City and GFOA will agree on a format and due date for the status report.

Additional tasks as part of overall project oversight could include:

Contract Monitoring

GFOA has in-depth detailed knowledge of the contract and statement of work and will continue to track project progress against acceptance criteria and payment milestones. This is a critical task in ERP implementations. Based on GFOA's experience, ERP vendors often find it convenient to ignore key contract requirements. GFOA will monitor deliverable activity and if necessary can also review project invoices for contract compliance.

In addition, while we believe our procurement approach significantly reduces the chance that contractual issues will arise during implementation, the City must still be prepared. Because of our detailed knowledge of the statement of work, and our contract negotiation experience and expertise, we are often able to resolve issues or negotiate the scope of necessary change orders saving the City both time and money. As part of these services, GFOA will assist as issues are identified. The process used to resolve issues might involve phone calls, site visits, document review, and/or other activities.

Ongoing Change Management

GFOA will provide support to the overall organizational change management function of the project. GFOA's role in providing overall oversight to the project will enable GFOA to gain an important perspective on project risks, pace of change, and sources of resistance. GFOA will then work with the City staff to develop change management strategies to help overcome project issues. In addition, GFOA feels strongly that change management must focus on a proactive element of good governance, communications, and support for a positive collaborative culture within the project. GFOA will provide assistance and ongoing recommendations in making sure that project leaders are working

to facilitate effective change management tactics throughout the project through their ongoing leadership

Support for the City's Steering Committee and Project Manager

In addition to participating in the City's Steering Committee meetings, GFOA can provide ongoing support and coaching for the Steering Committee and Project Manager. Throughout the project, GFOA may assist with strategy, project communications, budgeting, establishing an ongoing support structure, and any other overall IT governance tasks.

Management of Issues Log

Throughout the project, GFOA will work with the City and vendor to identify risks, project issues, and other concerns and proactively log, track, and resolve those issues. GFOA expects that the vendor will maintain an "issues log" and GFOA can assist both the City's project manager and steering committee in actively managing this log.

Additionally, at specific points in the project where City staff may be better utilized on other tasks (like training, testing, go-live support, etc.), GFOA can take over managing the issues log and ensuring there is a sense of urgency to the vendor completing tasks.

Other Tasks

GFOA is often asked to provide other types of services to clients during implementation. Some of these services have included serving as a subject matter expert, providing additional change management assistance, developing training materials, conducting research, and/or facilitating additional training sessions. If these services are requested, GFOA will work with the City's project manager to develop an appropriate scope within the assumptions of this proposal.

Task 10: Sustained Change / Post Project Assessments

Approximately three to six (3-6) months, or as determined to be an appropriate timeframe after completion of the ERP project (or project phase), GFOA can return to provide a follow up assessment on implementation progress and provide an objective status update on project goals or change progress. GFOA would conduct meetings with stakeholders responsible for implementation and for customer departments most impacted by the implementation to gauge process or evaluate overall success with implementation.

It is expected that GFOA action plan will contain goals/objectives with performance measures to evaluate completion of milestones. GFOA will look at these measures, gather stakeholder input, and if necessary conduct a "mini-assessment" to provide

further recommendations that would enhance or help implementation overcome any present challenges. In the past, GFOA has also used a similar process to review ongoing governance structure, discuss next steps for future improvements, document lessons learned, or provide case study documentation for the project that can be shared.

Task 9: Post Project Reviews	
Frequency	• Ongoing
On-Site Presence	• As Necessary
Deliverables	• Post Project Review

Project Schedule

Below is GFOA's proposed schedule. Assuming a start in January 2026, GFOA would be prepared to release a potential RFP in summer of 2026 and plan for ERP implementation start in late 2026 or early 2027.

Proposed Schedule	Project Start = January 2026															
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4
Task 1: Project Management																
Task 2: Process Improvement																
Task 3: Goals and Requirements																
Task 4: Action Plan																
Task 5: RFP Development																
Task 6-A: Evaluation Strategy																
Task 6-B: Vendor Selection																
Task 7: Project Prerequisites																
Task 8: Contract Negotiations																
Task 9: Implementation										Q	1		2	0	2	7
Task 10: Post Project Review																

As part of the schedule, GFOA expects to complete working using a mix of remote and on-site meetings. Site visits would include conducting meetings, interviewing staff, conducting other data gathering, or facilitating discussions/workshops on the future plan.

Section III – Pricing

GFOA's pricing model is to identify a fixed fee for each deliverable. All travel and expenses are included in the fixed fee cost. GFOA will invoice for deliverables completed each month at the end of the month. Below is a standard list of deliverables for the project.

Task/Deliverable	Milestone	Mono County Contract	Price for Ocala
1	**Project Planning**		
1-A	Project Management Documents	$8,000	$8,000
2	**Process Improvement**		
2-A	Process Analysis	$25,000	$25,000
2-B	Future State Documentation	$20,000	$20,000
OPTION – 2-C	Expanded Process List (2-A and 2-B)	Not Included	$10,000
3	**Goals and Requirements**		
3	Requirements	$10,000	$10,000
4	**Action Plan**		
4-A	Needs Assessment Report	$25,000	$25,000
4-B	Action Plan	$5,000	$5,0000
5	**Develop RFP**		
5	RFP	$10,000	$10,000
6	**Evaluation Strategy**		
6	Evaluation Guidebook	$7,500	$7,500
6	**Evaluation and Selection of Vendor**		
6-A	Proposal Assessment	$25,000	$25,000
6-B	Demo Scripts and Facilitation	$15,000	$15,000
6-C	Request for Clarification / Discovery	$10,000	$10,000
7	**Prerequisites**		
7	Chart of Accounts	$20,000	$20,000
7	Hourly at $275/hour	Not Included	$30,000
8	**Contract Negotiations**		
8	Contract Negotiations	$12,500	$12,500
TOTAL NOT-TO-EXCEED PRICE for PHASE 1, 2 and 3		**$193,000**	**$233,000**
9	**Implementation Advisory Services (IAS)***		
9-TE	IAS Services ($275/hour (estimate 600 hours)	$165,000	$165,000
10	**Post Project Reviews***		
10-TE	Project Reviews ($275/hour (estimate 100 hours)	$27,500	$27,500
NOT-TO-EXCEED PRICE for PHASE 4		**$385,500**	**$415,500**
TOTAL PRICE			

Section IV – Alternative Pricing

In the event that the City selects to not move forward with the procurement of a new ERP system, GFOA will modify pricing to facilitate implementation of GFOA's action plan focused on business process improvements, policy change, or optimized use of the existing Tyler Technologies ERP system. Below presents an alternative price schedule without procurement of a new system.

Task/Deliverable	Milestone	Mono County Contract	Price for Ocala
1	**Project Planning**		
1-A	Project Management Documents	$8,000	$8,000
2	**Process Improvement**		
2-A	Process Analysis	$25,000	$25,000
2-B	Future State Documentation	$20,000	$20,000
3	**Goals and Requirements**		
3	Requirements	$10,000	$10,000
4	**Action Plan**		
4-A	Needs Assessment Report	$25,000	$25,000
4-B	Action Plan	$5,000	$5,000
TOTAL NOT-TO-EXCEED PRICE for PHASE 1, 2 and 3		**$93,000**	**$93,000**
9	**Implementation Advisory Services (IAS)***		
9-TE	IAS Services ($275/hour (estimate 600 hours)	$165,000	$165,000
10	**Post Project Reviews***		
10-TE	Project Reviews ($275/hour (estimate 100 hours)	$27,500	$27,500
NOT-TO-EXCEED PRICE for PHASE 4		**285,500**	**$285,500**
TOTAL PRICE			

Notes:

- GFOA's proposal is based on rates of $275 per hour. GFOA will honor a rate of $275 per hour for all future work on this project, including any potential services provided through the end of the City's ERP implementation project.
- If any milestones are not met or the City elects to remove services for a task/deliverable, GFOA will not invoice for the applicable milestone. The City is not required to use all services.

- *Note: GFOA's milestone pricing includes travel costs.*

Section V – Contract Requirements

GFOA's proposal is based on contract terms included in GFOA agreement with Mono County. GFOA expects update to terms for any required changes due to State of Florida or City of Ocala contract requirements.

From: City of Ocala - Contracting Officer
To: Kimberly Foster; Shayatta J. Roberts; Daphne Robinson; Megan Dugan; Contracts; Eileen M. Marquez; Louis Joseph; Ashley Presley; David C. Williams; Patricia Lewis
Subject: Your policy exception has been approved.
Date: Monday, December 22, 2025 7:41:30 AM

Your policy exception has been **approved**.

Approval Comments: drobinson@ocalafl.org
The department is approved to piggyback the contract awarded to Government Finance Officers Association of the United States and Canada (GFOA), by Mono County, California, for the provision of business process review and project management consulting services for a new ERP system. These goods and services were competitively solicited by the Mono County under RFP No. 250746. Two vendors responded and on June 18, 2024, contract award was made to GFOA. The contract was awarded for a term of five years from JULY 1, 2024 THROUGH jUNE 30, 2029. GFOA has agreed to extend pricing and services to the City of Ocala under the same terms and conditions as the City of Ocala. GFOA's pricing proposal also contains line items for items that were not included in Mono County's contract and for which competitive comparison pricing cannot be ascertained. This pricing has been found to be fair and reasonable by Information Technology staff. PLEASE ESTABLISH A MUNIS CONTRACT NUMBER AND ISSUE A REQUEST TO CONTRACTING SO THAT A FORMAL PIGGYBACK AGREEMENT CAN BE PREPARED. BECAUSE EXPENDITURES WILL EXCEED $50,000, THE CONTRACT NEEDS TO BE PLACED ON A COUNCIL AGENDA. PLEASE ENSURE THAT THIS EXCEPTION APPROVAL IS ATTACHED TO THE MUNIS CONTRACT, CONTRACT REQUEST, AND AGENDA ITEM (IF ANY).

Procurement/Contract/P-Card Exception

Select exception type:	Procurement
Reason for procurement exception:	Piggyback Request in Lieu of Bid
Enter a brief description of your exception request:	We would like to have the attached proposal reviewed for consideration. This is for GFOA services to assist with a needs assessment, ERP readiness, process improvement, and potential system selection for a new ERP system.
Attach all documents related to the exception that can assist the Contracting Officer's decision.	GFOA, Mono County RFP ERP Consultant.pdf GFOA Terms Conditions.pdf Ocala - GFOA Proposal - 11-25-25-REVISED-PB.pdf

Department	(ITS) INFORMATION TECHNOLOGY
Requestor Name	Kimberly Foster
Requestor Email	kfoster@ocalafl.gov
Phone number	(352) 401-3932
Courtesy Copy Email 1	cramos@ocalafl.gov
Courtesy Copy Email 2	kvann@ocalafl.gov
Who authorized requesting this exception?	Christopher Ramos

File #: 2026-0790 Agenda Item #: 10e.

Submitted By: Christopher Ramos

Presentation By: Kelly Vann

Department: Information Technology

FORMAL TITLE:
Three-year Agreement with Environmental Systems Research Institute, Inc., to provide citywide geographic information system software with an estimated aggregate expenditure of $180,900

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Environmental Systems Research Institute, Inc. ("ESRI") geographic information system ("GIS") software is a mapping software used by most City departments. Public Services, Development Services, Emergency Services, and Utility Services all use GIS to map infrastructure locations. The software provides the ability to visualize on a map where work orders, permits, and business licenses are issued, as well as where crimes are committed. The software is also used by many operational and technical areas, including Airport, Budget, Community Development Services, the Customer Service Office, Electric, Engineering, Fiber, Finance, Fire, Growth Management, Human Resources, Information Technology, Police, Public Works, Recreation & Parks, and Water Resources.

FINDINGS AND CONCLUSIONS:
The City is required to pay annual maintenance for the continued use of GIS software. ESRI's Small Municipal and County Government Enterprise Agreement ("SGEA") grants the City access to ESRI's GIS software for a term of three years. Utilizing the SGEA provides the City with numerous benefits, including lower cost per unit for licensed software, substantially reduced administrative and procurement expenses, and complete flexibility to deploy software products when and where needed.

FISCAL IMPACT:
Funds for this purchase are budgeted/encumbered in account 001-035-530-516-51-52045 and will be charged to the City's existing contract with Environmental Systems Research Institute, Inc., under Munis Contract No. 260456. The previous 3-year contract was approved on February 21, 2023, with a total expenditure of $165,000.

Staff recommends approval.

PROCUREMENT REVIEW:

This software was procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:

This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Quotation # Q-541935

Date: January 30, 2026

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 164221 Contract #

City of Ocala
Information Technology Dept
110 Se Watula Ave
Ocala, FL 34471-2180

ATTENTION: Melissa Northey
PHONE: 352-629-3928
EMAIL: mnorthey@ocalafl.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/30/2026 To: 4/30/2026

Material	Qty	Term	Unit Price	Total
193206	1	Year 1	$60,300.00	$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 2	$60,300.00	$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 3	$60,300.00	$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	$180,900.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$180,900.00

Upon acceptance of the offer, the City of Ocala agrees to commit to the three-year term. Esri will invoice the City of Ocala for the annual fee in advance of each renewal year. Invoices are to be paid within thirty (30) days of receipt of the invoice.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Sarah Brichey	sburford@esri.com	(909) 793-2853 x8652

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

BRICHEYS **This offer is limited to the terms and conditions incorporated and attached herein.**

Quotation # Q-541935

Date: January 30, 2026

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 164221 Contract #

City of Ocala
Information Technology Dept
110 Se Watula Ave
Ocala, FL 34471-2180

ATTENTION: Melissa Northey
PHONE: 352-629-3928
EMAIL: mnorthey@ocalafl.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/30/2026 To: 4/30/2026

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

_____ _____
Signature of Authorized Representative **Date**

_____
Name (Please Print)

_____
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Sarah Brichey	sburford@esri.com	(909) 793-2853 x8652

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

BRICHEYS **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	**ArcGIS Enterprise Additional Capability Servers** ArcGIS Image Server **ArcGIS Online User Types** ArcGIS Online Viewer User Type **ArcGIS Enterprise User Types** ArcGIS Enterprise Viewer User Type

Capped Quantities (annual subscription)

ArcGIS Online User Types		**ArcGIS Enterprise User Types**	
ArcGIS Online Contributor User Type	30	ArcGIS Enterprise Contributor User Type	30
ArcGIS Online Mobile Worker User Type	150	ArcGIS Enterprise Mobile Worker User Type	150
ArcGIS Online Creator User Type	150	ArcGIS Enterprise Creator User Type	150
ArcGIS Online Professional User Type	40	ArcGIS Enterprise Professional User Type	40
ArcGIS Online Professional Plus User Type	40	ArcGIS Enterprise Professional Plus User Type	40
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		**ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type**	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each
ArcGIS Online Apps and Other		**ArcGIS Enterprise Apps and Other**	
ArcGIS Location Sharing for ArcGIS Online	40	ArcGIS Location Sharing for ArcGIS Enterprise	40
ArcGIS Online Service Credits	100,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	30

Other Benefits

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 **Orders, Delivery, and Deployment**

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Ocala

Item Details

File Number: 2023-0470

ID #:	2023-0470	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	8	**In Control:**	City Council
				File Created:	01/31/2023
Presented By: :				**Final Action:**	02/21/2023

rmal Title: Approve a three-year Small Municipal and County Government Enterprise Agreement with Environmental Systems Research Institute, Inc. to provide citywide geographic information system software with an estimated aggregate expenditure of $165,000

Internal Notes:

Target Meeting: 02/21/2023

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - Small Municipal and County Government Enterprise Agreement (ITS 230231)

Enactment Number:

:ommendation:

Hearing Date:

Entered by: jstull@ocalafl.org

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2023	Approved				Pass

Action Text:

Notes: There being no discussion the motion carried by roll call vote.

Aye: 5 Council President Mansfield, Council Member Bethea Sr, Pro Tem Dreyer, Council Member Musleh, and Council Member Hilty Sr

Text of Legislative File 2023-0470

Submitted By: Christopher Ramos
Presentation By: Christopher Ramos
Department: Information Technology

STAFF RECOMMENDATION (Motion Ready):
Approve a three-year Small Municipal and County Government Enterprise Agreement with Environmental Systems Research Institute, Inc. to provide citywide geographic information system software with an estimated aggregate expenditure of $165,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Environmental Systems Research Institute, Inc. ("ESRI") geographic information system ("GIS") software is a mapping software used by most of the departments in the City. Public Services, Development Services, Emergency Services, and Utility Services use GIS to map infrastructure locations. The software provides the ability to visualize on a map where work orders are issued, crimes are committed, and permits and business licenses are issued.
The City is required to pay annual maintenance for the continued use of GIS software. This software is currently used by many operational and technical areas including Airport, Budget, Community Development Services, the Customer Service Office, Electric, Engineering, Fiber, Finance, Fire, Growth Management, Human Resources, Information Technology, Police, Public Works, Recreation & Parks, and Water Resources.

FINDINGS AND CONCLUSIONS:
The ESRI Small Municipal and County Government Enterprise Agreement ("SGEA") is a three-year agreement that grants the City access to the ESRI GIS software. Utilizing the Enterprise Agreement ("EA") will provide the City with numerous benefits including lower cost per unit for licensed software, substantially reduced administrative and procurement expenses, and complete flexibility to deploy software products when and where needed.

FISCAL IMPACT:
Funds for the annual maintenance renewal of $55,000 are budgeted in FY23 account # 001-035-530-516-51-52010. The remaining $110,000 will be budgeted in FY24 and FY25.

PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:

This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

File #: 2026-0710 Agenda Item #: 10f.

Submitted By: Laurie Hornberger

Presentation By: Sean Lanier

Department: Water & Sewer

FORMAL TITLE:
One-year renewal of contract service agreement with American Pipe & Tank, Inc, for the provision of wastewater services with an aggregate expenditure not to exceed $100,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
On March 21, 2023, City Council approved a two-year contract with a total expenditure not to exceed $100,000, with the option to renew for two (2) additional one-year terms. On April 1, 2025, City Council approved the first one-year renewal. This request represents the second and final renewal under the agreement. If approved, the renewal term will run from March 22, 2026, through March 21, 2027.

During Fiscal Year 2024-25, American Pipe & Tank, Inc supported the Water Resources Division with the disposal of debris and liquid residuals from the City's wastewater facilities, and tanker truck support for lift station projects and emergencies.

FINDINGS AND CONCLUSIONS:
During the past three years, American Pipe & Tank, Inc has done an outstanding job supporting the City's Water Resources Division wastewater facilities and providing tanker truck support during wastewater emergencies. The vendor has agreed to honor current pricing. City staff recommends approval of the second and final one-year renewal not to exceed an amount of $100,000.

FISCAL IMPACT:
Funding is available for Fiscal Year 2025-26 in accounts 455-030-300-533-53-34010 and 455-030-303-535-53-34010.

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's procurement policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

SECOND AMENDMENT TO AGREEMENT FOR WASTEWATER TANKER SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR WASTEWATER TANKER SERVICES ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **AMERICAN PIPE & TANK, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-3260569) ("Contractor").

WHEREAS, on March 27, 2023, City and Contractor entered into an Agreement for Wastewater Tanker Services (the "Original Agreement") City of Ocala Contract No.: CIP/230112 for a term of two (2) years from March 22, 2023, through March 21, 2025; and

WHEREAS, on April 8, 2025, City and Contractor entered into a First Amendment to Agreement for Wastewater Tanker Services (the "First Amendment"); to extend the Original Agreement for the first of two available one-year renewals, from March 22, 2025, through March 21, 2026; and

WHEREAS, the City and Contractor now desire to renew the Original Agreement for the final one-year renewal period available under the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional one (1) year term commencing **MARCH 22, 2026**, and ending **MARCH 21, 2027**.
4. **COMPENSATION.** Contractor shall be paid a price not to exceed the maximum limiting amount of **ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performances of wastewater tanker services.
5. **NOTICES.** All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

American Pipe & Tank, Inc.
Attention: Zachary Conomos
418 Cypress Road
Ocala, Florida 34472
Phone: 352-615-1114 or 352-687-4281
E-mail: office@americanpipeandtankinc.com

If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.

8. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Second Amendment on _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Ira Bethea, Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

AMERICAN PIPE & TANK, INC.

_____

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

Docusign Envelope ID: BD341FBF-EED6-4840-9339-D756239B3865

FIRST AMENDMENT TO AGREEMENT FOR WASTEWATER TANKER SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR WASTEWATER TANKER SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **AMERICAN PIPE & TANK, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-3260569) ("Contractor").

WHEREAS, on March 27, 2023, City and Contractor entered into an Agreement for wastewater tanker services (the "Original Agreement") for a term of two (2) years from March 22, 2023, through March 21, 2025; and

WHEREAS, City and Contractor now desire to renew the Original Agreement for the first of two (2) available one-year renewal terms under the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein its entirety and remains in full force and effect except for those terms and conditions expressly amended by this Third Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional (1) one-year term commencing **MARCH 22, 2025,** and ending **MARCH 21, 2026**. This Agreement may be renewed for up to **ONE (1**) additional **ONE (1) YEAR** period by written consent between City and Contractor.
4. **COMPENSATION.** City shall pay Contractor a price not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of services.
5. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	American Pipe & Tank, Inc. Attention: Zachary Conomos 418 Cypress Road Ocala, Florida 34472 Phone: 352-615-1114 or 352-687-4281 E-mail: office@americanpipeandtankinc.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov

Docusign Envelope ID: BD341FBF-EED6-4840-9339-D756239B3865

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
8. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment

IN WITNESS WHEREOF, the parties have executed this First Amendment on 4/8/2025.

ATTEST:

Signed by: Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by: kristen Dreyer
38272BBFAF374FC...

Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by: William E. Sexton, Esq.
B07DCFC4E86E429...

William E. Sexton, Esq.
City Attorney

AMERICAN PIPE & TANK, INC.

DocuSigned by:
C0E8F431DCE9438...

By: ZACHARY CONOMOS
(Printed Name)

Title: Vice President
(Title)

Certificate Of Completion

Envelope Id: BD341FBF-EED6-4840-9339-D756239B3865
Status: Completed
Subject: SIGNATURE - First Amendment to Agreement for Wastewater Tanker Services (CIP/230112)
Source Envelope:
Document Pages: 2
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
4/2/2025 1:09:25 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
ZACHARY CONOMOS zach@americanpipeandtankinc.com Vice President Security Level: Email, Account Authentication (None)	DocuSigned by: C0E8F431DCE9438... Signature Adoption: Drawn on Device Using IP Address: 174.212.36.118 Signed using mobile	Sent: 4/2/2025 1:19:20 PM Resent: 4/7/2025 4:17:50 PM Viewed: 4/7/2025 4:19:34 PM Signed: 4/7/2025 4:19:59 PM
Electronic Record and Signature Disclosure: Accepted: 4/7/2025 4:19:34 PM ID: c3a76fd2-f9d9-4cef-ba3f-5be7d7c0385e		
William E. Sexton, Esq. wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 4/7/2025 4:20:01 PM Viewed: 4/8/2025 8:44:45 AM Signed: 4/8/2025 8:54:09 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Kristen Dreyer kdreyer@ocalafl.gov Council President City of Ocala Security Level: Email, Account Authentication (None)	Signed by: kristen Dreyer 382728BFAF374FC... Signature Adoption: Pre-selected Style Using IP Address: 174.203.0.134 Signed using mobile	Sent: 4/8/2025 8:54:10 AM Viewed: 4/8/2025 10:49:08 AM Signed: 4/8/2025 10:49:25 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 4/8/2025 10:49:26 AM Viewed: 4/8/2025 11:22:27 AM Signed: 4/8/2025 11:22:39 AM
Electronic Record and Signature Disclosure: Accepted: 4/8/2025 11:22:27 AM ID: 509c5019-7f8f-4ff4-bb47-25825a5b8659		

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**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	4/2/2025 1:19:20 PM
Envelope Updated	Security Checked	4/7/2025 4:17:50 PM
Envelope Updated	Security Checked	4/7/2025 4:17:50 PM
Envelope Updated	Security Checked	4/7/2025 4:17:50 PM
Envelope Updated	Security Checked	4/7/2025 4:17:50 PM
Envelope Updated	Security Checked	4/7/2025 4:17:50 PM
Envelope Updated	Security Checked	4/7/2025 4:17:50 PM
Envelope Updated	Security Checked	4/7/2025 4:17:50 PM
Certified Delivered	Security Checked	4/8/2025 11:22:27 AM
Signing Complete	Security Checked	4/8/2025 11:22:39 AM
Completed	Security Checked	4/8/2025 11:22:39 AM
Payment Events	**Status**	**Timestamps**
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.

Item Details

File Number: 2025-1037

ID #:	2025-1037	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	10	**In Control:**	City Council
				File Created:	02/21/2025
Presented By: :				**Final Action:**	04/01/2025

rmal Title: Approve one-year renewal of contract with American Pipe & Tank, Inc., for the provision of wastewater services with an aggregate expenditure not to exceed $100,000

Internal Notes:

Target Meeting: 04/01/2025

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL -Amendment 1- Renewal - Wastewater Tanker Services -American Pipe & Tank, Inc. (CIP 230112), Fully Executed - Agreement for Wastewater Tanker Services - American Pipe & Tank, Inc (CIP 230112), Council Report 03-21-23 - Wastewater Tanker Services (CIP 230112)

Enactment Number:

:ommendation:

Hearing Date:

Entered by: egiannino@ocalafl.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/01/2025	Approved				Pass

Action Text:

Notes: There being no discussion the motion carried by roll call vote.

Aye: 5 Pro Tem Bethea Sr, Council Member Hilty Sr, Council Member Mansfield, Council Member Musleh, and Council President Dreyer

Text of Legislative File 2025-1037

Submitted By: Eric Giannino
Presentation By: Sean Lanier
Department: Engineering

STAFF RECOMMENDATION (Motion Ready):
Approve one-year renewal of contract with American Pipe & Tank, Inc., for the provision of wastewater services with an aggregate expenditure not to exceed $100,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
On March 21, 2023, City Council approved a two-year contract (Contract No. CIP/230112) with American Pipe & Tank, Inc. for the provision of wastewater tanker services to support the Water Resources Department. During Fiscal Years 2023 and 2024, American Pipe & Tank, Inc. supported the Water Resources Division with the disposal of debris and liquid residuals from the City's wastewater facilities and tanker truck support for lift station projects and emergencies.

FINDINGS AND CONCLUSIONS:
Contract No. CIP/230112 offered two (2) optional one-year renewal terms. During the past two years, American Pipe & Tank, Inc. has done an outstanding job supporting the City's Water Resources Division wastewater facilities and providing tanker truck support during emergencies. City staff recommends approval of the first one-year renewal in an amount not to exceed $100,000.

FISCAL IMPACT:
Funding is available for Fiscal Year 2025 in G/L 455-030-300-533-34010 for $50,000 and 455-030-303-535-53-34010 for $50,000.

PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Amendment will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes

- Table
- Deny

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AGREEMENT FOR WASTEWATER TANKER SERVICES

THIS AGREEMENT FOR WASTEWATER TANKER SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **AMERICAN PIPE & TANK, INC.** a for-profit corporation duly organized in the and authorized to do business in the state of Florida (EIN: 59-3260569) ("Contractor").

R E C I T A L S :

WHEREAS, on January 4, 2023, City issued an Invitation to Bid ("ITB") for the provision of wastewater tanker services, ITB No.: CIP/230112 (the "Solicitation"); and

WHEREAS, one (1) firm responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, American Pipe & Tank, Inc. was chosen as the intended awardee to provide wastewater tanker services (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

T E R M S O F A G R E E M E N T :

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the bid submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement. Each of these documents are incorporated herein by reference for all purposes.

   If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-3)
      Exhibit B: Price Proposal (B-1)

      If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. In the event of a conflict between this Agreement and the Solicitation Documents, this Agreement and all of its Exhibits shall be given precedence to resolve any identified inconsistency. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor a maximum limiting amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance

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with the Contract Documents and in accordance with the pricing schedule in **Exhibit B – Price Proposal** over the course of the initial Contract Term as follows:

A. **Pricing Increases/Escalation**. Pricing shall remain firm and fixed during the Initial Term of this Agreement. Any renewal price adjustment shall be subject to negotiation and must be approved by the City of Ocala. Contractor shall submit a written request for price adjustment identifying the reason for the price increase, and attach suitable documentation in support of same, no less than **NINETY (90) DAYS** prior to the expiration of the then existing Contract Term. No retroactive price adjustments will be allowed. Pricing increases shall not exceed the lesser of: (i) the amount of the percentage increase reflected in the Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted, based upon the most recent **TWELVE (12) MONTH** period; or (ii) **THREE PERCENT (3%) ANNUALLY** unless there are mitigating market conditions.

B. **Monthly Progress Payments**: The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws.

C. **Project Schedule and Progress Reports**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.

D. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. City will provide Contractor with an invoice cover sheet. Invoice cover sheets are required to be accurately completed and submitted with each invoice. Contractor shall submit the original invoice, no more than once monthly, through the responsible City Project Manager at: **City of Ocala Engineering Department, Capital Improvement Projects Division,** Attn: **Brian Hutchinson**, Address: **1805 NE 30th Avenue, Bldg. 700, Ocala, Florida 34470**, E-Mail: **whutchinson@ocalafl.org.**

E. **Payment of Invoices by City**. The City Project Manager shall review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

F. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

G. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

H. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification

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Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
   A. **Effective Date and Term.** This Agreement shall become effective and commence on **MARCH 22, 2023** and continue in effect for a term of **TWO (2) YEARS**, through and including **MARCH 21, 2025**. This Agreement may be renewed for up to **TWO (2)** additional **ONE YEAR (1-Year)** terms by written consent between City and Contractor.
   B. **Notices to Proceed on Individual Projects**. City shall issue written Notices to Proceed for individual projects in alignment with project schedules. Notices to Proceed shall be issued at the pre-construction conference, after Contractor and City have agreed upon the time needed to complete each individual project as assigned. Contractor agrees to have project signs in place, be able to mobilize, and commence construction work within **SEVEN (7)** days of the date of issuance of a Notice to Proceed for each individual project. Contractor shall complete assigned projects within the time limits specified in the Notice to Proceed and substantial completion and final completion dates shall be strictly enforced by City. At no time will Contractor be allowed to lag behind. Contractor shall be expected to accurately track contract time and progress for each assigned project. Notices to Proceed for additional projects will not be issued if Contractor has failed to properly complete and close out previous projects assigned under this Agreement.
   C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data. All requests for adjustments in the Contract Time shall be determined by City.
   D. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.
   E. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.
7. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

8. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.
   A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
   B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
9. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
      (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
      (2) Contractor provides material that does not meet the specifications of the Agreement;
      (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
      (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.
   B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently

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and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
   (1) City shall be entitled to terminate this Agreement without further notice;
   (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
   (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
   (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) placing a claim against the public construction bond; or (iii) any other remedy as provided by law.

D. **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 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.

10. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

11. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

12. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

13. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

    A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.

B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

14. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the

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Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.

G. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
16. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES**. City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City, if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
    A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.
    B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.
17. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
18. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work.** City has the authority to stop work or to suspend any work.
19. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
20. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:

A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
C. Policy must include coverage for contractual liability and independent contractors.
D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

21. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver**.
22. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
C. Certificates of Insurance. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence**

of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org. Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior. Failure to Maintain Coverage. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.

D. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.

E. Notice of Cancellation of Insurance. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.

F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. Severability of Interests. Contractor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

23. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

24. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.
    A. In addition to the requirements set forth in bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
    B. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.
25. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.
26. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
27. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
28. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except

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in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

29. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
30. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
31. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
32. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
33. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the 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 the Contractor does not transfer the records to the public agency.

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D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE 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.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

34. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
35. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
36. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
37. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
38. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
39. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should

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any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

40. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
41. **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.
42. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	American Pipe & Tank, Inc. Attention: George Conomos 418 Cypress Road Ocala, Florida 34472 Phone: 352-687-4281 or 352-427-9453 E-mail: office@americanpipeandtankinc.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.org
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.org

43. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy

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and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

44. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
45. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
46. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
47. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
48. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
49. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
50. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

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51. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
52. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
53. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
54. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
55. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement 3/27/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
E837604B1D4E4E5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
James P. Hilty, Sr.
6FD4EC329B6F4DF...
James P. Hilty, Sr.
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
A870DFC4E8CE429...
William E. Sexton, Esq.
City Attorney

AMERICAN PIPE & TANK, INC.

DocuSigned by:
Zachary Conomos
ABAAAF2F94064DF...

By: Zachary Conomos
(Printed Name)

Title: Vice President
(Title of Authorized Signatory)

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BACKGROUND

Contractor shall provide wastewater tanker services supporting the City of Ocala Water Resources Department's operation of sewage tanker and wastewater plant needs.

All work shall be coordinated with the City Project Manager, Brian Hutchinson, 352-401-6935, e-mail: whutchinson@ocalafl.org.

PROJECT SUMMARY, DELIVERABLES AND HOURS

1. **Project Summary:** Contractor shall perform the following services for the City of Ocala:
   - 7,100-gallon tanker truck service
   - Emergency/Night 7,100-gallon tanker truck service (Contractor must respond with a tanker within an hour and a half of emergency call out)
   - 3,600-gallon vacuum truck service
   - Emergency/Night 3,600-gallon vacuum truck service (Contractor must respond with a tanker within an hour and a half of Emergency call out)
   - Removal of City of Ocala Decant roll-off box and disposal from facilities (dump and return plus tipping fees)
   - Cleaning of City's wastewater treatment plants
   - Removal of Sludge/Wastewater to approved State of Florida offsite facility for treatment and disposal
   - Emergency dumping of lift stations debris for processing
   - Lift station cleaning

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. The Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.

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7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must display a visible company name/logo on the outside of the vehicle.
9. Contractor must provide a 24-hour contact in the case of emergencies.

CITY OF OCALA RESPONSIBILITIES

1. The City shall furnish the following services/data to the Contractor for the performance of services:
   A. Access to City buildings and facilities as required to perform the work.
   B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
   C. Provide office facilities for the Contractor, if needed.
2. City reserves the right to purchase any materials for the Contractor to use. Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Installation shall be performed in compliance with all requirements and instructions of applicable manufacturers.
4. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. If Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
6. Data collected by the Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
7. Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.

SUB-CONTRACTORS

1. Contractor must perform a minimum of 80% of the work with their own forces.
2. Services assigned to subcontractors must be approved in advance by the City Project Manager.

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SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:
   A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
   B. Work site will be completely cleaned after each day of work.
   C. Contractor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean entire work area as applicable.
   A. All equipment shall be placed back in the original locations.
   B. All work areas must be returned to original condition.
   C. The Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. Nothing shall be left or buried on site.*

SAFETY

1. Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

INVOICING

1. All original invoices will be sent to: Brian Hutchinson, Project Manager, Capital Projects Department, 1805 NE 30th Avenue, Building 700 Floor, Ocala, FL, email: WHutchinson@OcalaFL.org.
2. The Contractor shall invoice after services are provided.
3. Weight tickets from a permitted wastewater treatment facility must be included with all invoices submitted by Contractor.
4. The Contractor will be given a coversheet for their invoice. This coversheet must be filled out correctly and submitted with each invoice.

PRICING

1. The city will pay the Contractor only for the actual units that the Contractor provides, or constructs, in accordance with the pricing schedule described in **Exhibit B – Price Proposal.**

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ITEM	DESCRIPTION	UOM	UNIT COST
1	Scheduled 7,100 Gallon Tanker	HR	$300.00
2	Emergency/Night 7,100 Gallon Tanker	HR	$375.00
3	Scheduled 3,600 Gallon Vacuum Truck	HR	$325.00
4	Emergency/Night 3,600 Vacuum Truck	HR	$400.00
5	Removal of Decant Roll-Off Box from Facilities	EA	$305.00
6	Tipping Fees for Decant Roll-Off	TN	$61.25
7	Cleaning of City's Wastewater Treatment Plants (Sand, Grit, and Debris)	CY	$445.00
8	Removal of Sludge/Wastewater to offsite facility for Treatment and Disposal (Per Thousand Gallons)	EA	$200.00
9	Emergency Dumping of lift station debris for processing	CY	$159.00
10	Lift Station Cleaning	HR	$595.00

DocuSign

Certificate Of Completion

Envelope Id: CC7330C3F7C24EF58DC651F94BE6926D
Status: Completed
Subject: FOR SIGNATURE - Agreement for Wastewater Tanker Services (CIP/230112)
Source Envelope:
Document Pages: 19
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
3/22/2023 2:03:55 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: DocuSign

Signer Events	Signature	Timestamp
Zachary Conomos office@americanpipeandtankinc.com Vice President Security Level: Email, Account Authentication (None)	DocuSigned by: Zachary Conomos ABAAAF2F94064DF... Signature Adoption: Pre-selected Style Using IP Address: 66.208.226.205	Sent: 3/22/2023 2:12:33 PM Viewed: 3/22/2023 2:15:24 PM Signed: 3/23/2023 8:18:30 AM
Electronic Record and Signature Disclosure: Accepted: 3/22/2023 2:15:24 PM ID: 292081f0-acb9-4d3e-8a76-0815f99f64b6		
William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William E. Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 3/23/2023 8:18:31 AM Resent: 3/23/2023 12:04:48 PM Viewed: 3/27/2023 9:32:37 AM Signed: 3/27/2023 9:33:02 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
James P. Hilty, Sr. jhilty@ocalafl.org President Security Level: Email, Account Authentication (None)	DocuSigned by: James P. Hilty, Sr. 6FD4FC329B6F4DF... Signature Adoption: Pre-selected Style Using IP Address: 98.180.104.233 Signed using mobile	Sent: 3/27/2023 9:33:03 AM Viewed: 3/27/2023 1:54:05 PM Signed: 3/27/2023 1:54:36 PM
Electronic Record and Signature Disclosure: Accepted: 2/22/2023 9:50:44 PM ID: 14e56788-1409-4fcd-8b7c-ddcc68b32a87		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs F82769461C4E4E5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 3/27/2023 1:54:38 PM Viewed: 3/27/2023 4:40:35 PM Signed: 3/27/2023 4:40:51 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Not Offered via DocuSign		

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/22/2023 2:12:34 PM
Envelope Updated	Security Checked	3/23/2023 12:04:47 PM
Envelope Updated	Security Checked	3/23/2023 12:04:47 PM
Certified Delivered	Security Checked	3/27/2023 4:40:35 PM
Signing Complete	Security Checked	3/27/2023 4:40:51 PM
Completed	Security Checked	3/27/2023 4:40:51 PM

Payment Events	Status	Timestamps

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.

Item Details

File Number: 2023-0527

ID #:	2023-0527	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	8	**In Control:**	City Council
				File Created:	02/09/2023
Presented By: :				**Final Action:**	03/21/2023

rmal Title: Approve award of a two-year contract with American Pipe & Tank, Inc., for the provision of wastewater tanker services with an aggregate expenditure not to exceed $100,000

Internal Notes:

		Target Meeting:	03/21/2023
Sponsors:		**Enactment Date:**	
Attachments:	FOR COUNCIL - Agreement for Wastewater Tanker Services - American Pipe & Tank, Inc (CIP 230112), BID TABULATION	**Enactment Number:**	
:ommendation:		**Hearing Date:**	
Entered by:	whutchinson@ocalafl.org	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/21/2023	Approved				Pass

Action Text:

Notes: There being no discussion the motion carried by roll call vote.

Aye: 5 Council President Mansfield, Council Member Bethea Sr, Pro Tem Dreyer, Council Member Musleh, and Council Member Hilty Sr

Text of Legislative File 2023-0527

Submitted By: William Hutchinson

Presentation By: Sean Lanier

..end
Department: Engineering

STAFF RECOMMENDATION (Motion Ready):

Approve award of a two-year contract with American Pipe & Tank, Inc., for the provision of wastewater tanker services with an aggregate expenditure not to exceed $100,000

..end

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence.

PROOF OF PUBLICATION:
Bid released to public 1/4/2023

BACKGROUND:
The City of Ocala requires the services of an experienced vendor to provide wastewater tanker services to support the Water Resources Department with the removal and disposal of liquid residuals from the City's wastewater treatment facilities.

FINDINGS AND CONCLUSIONS:
On January 4, 2023, the City issued its Invitation to Bid (ITB) No.: CIP/230112 for the provision of wastewater tanker services. On February 1, 2023, one (1) bid was received from American Pipe & Tank, Inc.

American Pipe & Tank, Inc., was found to be the lowest responsive and responsible bidder. American Pipe & Tank, Inc., has performed similar work for the City during the last five (5) years. Staff has compared American Pipe & Tank, Inc.'s pricing to others in the marketplace and found the offered pricing to be reasonable.
Staff recommends approval of this two-year contract for a not-to-exceed amount of $100,000 over the course of the initial term with two (2) optional, one-year renewals.

FISCAL IMPACT:
Funding for this contract has been budgeted in FY23 in account strings 455-030-300-533-53-34010 and 455-030-303-535-53-34010.

PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

File #: 2026-0717 Agenda Item #: 10g.

Submitted By: Greg Vandeventer

Presentation By: Greg Vandeventer

Department: Recreation and Parks

FORMAL TITLE:
One-year renewal of contract with Southern Lawn Care Mid Florida, Inc., for ground maintenance services in an amount not to exceed $261,900

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
After a competitive solicitation, City Council awarded the contract for grounds maintenance services at parks and other facilities managed by the Recreations and Parks Department to Southern Lawn Care Mid Florida, Inc. ("Southern Lawn Care"), on March 7, 2023 (Contract No. REC/230068). The agreement was for an initial term of three years, from March 8, 2023, through March 7, 2026, and offered two optional one-year renewal terms.

On July 5, 2023, the City and Vendor entered into the First Amendment to the agreement in order to modify the locations to be maintained. On October 26, 2023, locations were again modified via the parties' Second Amendment to the agreement. On January 2, 2025, the parties entered into a Third Amendment to the agreement to include additional locations, adjust mowing frequencies, and increase the aggregate expenditure amount under the contract to $690,600. The Fourth Amendment, executed February 3, 2025, added additional locations and increased the expenditure threshold to $698,000.

FINDINGS AND CONCLUSIONS:
Southern Lawn Care Mid Florida, Inc., has met all the requirements for the provision of ground maintenance services specified in City of Ocala Contract Number: REC/230068, from March 8, 2023, to present. The Recreation & Parks Department requests for the contract to be renewed for the first of two available renewal terms.

FISCAL IMPACT:
The contract for ground maintenance services will have an annual fiscal impact of $261,900. Recreation & Parks Department ground maintenance services are budgeted in the Recreation & Parks budget (001-021-120-

572-57-34010)

PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

FIFTH AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES

THIS FIFTH AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES ("Fifth Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SOUTHERN LAWN CARE MID FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 27-4898723) ("Vendor").

WHEREAS, on March 14, 2023, City and Vendor entered into an Agreement for Grounds Maintenance Services (the "Original Agreement"), City of Ocala Contract Number: REC/230068 for a term of three (3) years, from March 8, 2023, through March 7, 2026; and

WHEREAS, on July 5, 2023, City and Vendor entered into a First Amendment to Agreement for Grounds Maintenance Services (the "First Amendment") to modify the locations to be maintained by Vendor; and

WHEREAS, on October 23, 2023, City and Vendor entered into a Second Amendment to Agreement for Grounds Maintenance Services (the "Second Amendment") to add an additional location to be maintained by Vendor; and

WHEREAS, on January 2, 2025, City and Vendor entered into a Third Amendment to Agreement for Grounds Maintenance Services (the "Third Amendment") to include additional locations to be maintained by Vendor and adjust mowing frequencies; and

WHEREAS, on February 3, 2025, City and Vendor entered into a Fourth Amendment to Agreement for Grounds Maintenance Services (the "Fourth Amendment") to amend the Price Proposal to include specific locations that were not included in the Original Agreement; and

WHEREAS, City and Vendor now desire to renew the Original Agreement, as amended, for the first of two (2) additional one (1) year renewal periods available under the terms of the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Fifth Amendment.
3. **RENEWAL TERM**. The Original Agreement, as amended, is hereby renewed for an additional one (1) year term beginning **MARCH 8, 2026,** and terminating **MARCH 7, 2027**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for up to **ONE (1)** additional **ONE (1) YEAR** period upon written agreement between the parties.
4. **COMPENSATION**. City shall pay Vendor an amount not to exceed **TWO HUNDRED SIXTY-ONE THOUSAND, NINE HUNDRED AND NO/100 DOLLARS ($261,900)** (the "Contract Sum") over the one (1) year Renewal Term as full and complete compensation for the timely and satisfactory performance of services in accordance with the Contract Documents.

5. **NOTICES**. All notices, certifications or communications required by this Fifth Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Southern Lawn Care Mid Florida, Inc. Attn: Tim McQuaig 13900 NE 41st Terrace Anthony, Florida 32617 Phone: 352-304-3921 E-mail: kawboy32x@gmail.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This Fifth Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Fifth Amendment. Further, a duplicate or copy of the Fifth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Fifth Amendment for all purposes.

8. **LEGAL AUTHORITY**. Each person signing this Fifth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Fifth Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Fifth Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment on _____.

ATTEST:

_____

Angel B. Jacobs
City Clerk

CITY OF OCALA

_____

Ire J. Bethea, Sr.
City Council President

Approved as to form and legality:

_____

William E. Sexton, Esq.
City Attorney

SOUTHERN LAWN CARE MID FLORIDA, INC.

_____

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

Docusign Envelope ID: 441B7E21-D7CD-4AAE-B788-168BACD946FB

FOURTH AMENDMENT TO AGREEMENT FOR GROUND MAINTENANCE SERVICES

THIS FOURTH AMENDMENT TO AGREEMENT FOR AGREEMENT FOR GROUNDS MAINTENANCE SERVICES ("Fourth Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SOUTHERN LAWN CARE MID FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 27-4898723) ("Vendor").

WHEREAS, on March 14, 2023, City and Vendor entered into an Agreement for Grounds Maintenance Services (the "Original Agreement"), City of Ocala Contract Number: REC/230068 for a term of three (3) years, from March 8, 2023, to March 7, 2026; and

WHEREAS, on July 5, 2023, City and Vendor entered into a First Amendment to Agreement for Agreement for Grounds Maintenance Services (the "First Amendment") to modify the locations to be maintained by Vendor; and

WHEREAS, on October 23, 2023, City and Vendor entered into a Second Amendment to Agreement for Grounds Maintenance Services (the "Second Amendment") to add an additional location to be maintained by Vendor; and

WHEREAS, on January 2, 2025, City and Vendor entered into a Third Amendment to Agreement for Grounds Maintenance Services (the "Third Amendment") to include additional locations to be maintained by Vendor and adjust mowing frequencies; and

WHEREAS, City and Vendor now desire to amend the price proposal to include specific locations that were not included in the Original Agreement as outlined in the **Amended Exhibit B – Price Proposal**.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Fourth Amendment.
3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as Exhibit B – Amended Price Proposal is hereby deleted in its entirety and replaced with the document attached to this Fourth Amendment as **Amended Exhibit B- Price Proposal**.
4. **COMPENSATION**. Vendor shall be paid an amount not to exceed **SIX HUNDRED NINETY-EIGHT THOUSAND, AND NO/100 DOLLARS ($698,000)** (the "Contract Sum") over the Initial Term as full and complete compensation for the timely and satisfactory provision of services in accordance with the unit pricing schedule described in **Amended Exhibit B – Price Proposal**.
5. **NOTICES**. All notices, certifications or communications required by this Fourth Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

Docusign Envelope ID: 441B7E21-D7CD-4AAE-B788-168BACD946FB

If to Vendor:	Southern Lawn Care Mid Florida, Inc. Attn: Tim McQuaig 13900 NE 41st Terrace Anthony, Florida 32617 PH: 352-304-3921 E-mail: kawboy32x@gmail.com
If to City of Ocala:	Daphne M. Robinson, Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This Fourth Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Fourth Amendment. Further, a duplicate or copy of the Fourth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Fourth Amendment for all purposes.

8. **LEGAL AUTHORITY**. Each person signing this Fourth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Fourth Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Fourth Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

Docusign Envelope ID: 441B7E21-D7CD-4AAE-B788-168BACD946FB

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment on 2/3/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
B07DCFC4E8E429...

William E. Sexton, Esq.
City Attorney

SOUTHERN LAWN CARE MID FLORIDA, INC.

DocuSigned by:
TIM MCQUAIG
5F5BAB04FEEA49A...

By: TIM MCQUAIG
(Printed Name)

Title: President
(Title of Authorized Signatory)

Docusign Envelope ID: 441B7E21-D7CD-4AAE-B788-168BACD946FB

AMENDED EXHIBIT B - PRICE PROPOSAL		CONTRACT#REC/230068	
Southern Lawn Care Mid Florida Inc			
ITEM	**DESCRIPTION**	**UOM**	**Unit Cost**
1	Scotty J. Andrew Park• SE 11th Ave and SE12th Terr• Mow at three (3) inches	Each	$53.30
2	Big Sun Soccer Complex · 2811 SE 36th Ave · All common areas (no athletic fields) and entrance from 36th Ave both sides of the road, parking lots.	Each	$384.90
3	Clyatt Park - 1401 SE 17th St, including the old electric substation site (lot withsmall building on it to the west of the parking lot). Mowinq does not include baseball field.	Each	$142.14
4	E.L Foster Walking Trail- 2025 SE 31 St. mow 10 feet on either side of the walking trail, edge sidewalk and weed eat around any amenties within the 10 feet.	Each	$148.00
5	Fisher Park - 900 SE 22nd St	Each	$87.80
6	Fort King National Historic Landmark - 3800 block of NE Ft King St - from Ft King to the south, tree lines on all sides, 3900 block National Landmark from Ft King to the south. Tree lines on all other sides, including around the house (not trails), encampment area on east side, Kline property {NW 41 Ave.} around the fort to tree line, field north of the fort, DAR area, around house (3841 E. Ft. King St) to the south of the fort. Fortk King Memorial Park0 3800 E Fort King ST	Each	$348.00
7	Fort King Tennis Center - 3301 SE Ft King St Mow and weed eat all grass within the North, South, East and West fence line interrior of the the Fort King Tennis Center. Mow and weed eat around bollards to the north and east alonq the driveway (not to include the ORA).	Each	$59.22
8	East Highway 40 Gateway· Median just west of the intersection of Highway 40/NE 44th Terr.	Each	$53.30
9	Highlands East - 3100 block of SE 13th St	Each	$53.30
10	Highlands West - SE 13th St and 29th Terr	Each	$41.45
11	Idvlweir Park - SE 10th Ave & SE 10th St	Each	$41.45

Docusign Envelope ID: 441B7E21-D7CD-4AAE-B788-168BACD946FB

ITEM	DESCRIPTION	UOM	Unit Cost
12	Jervey Gantt Park • 2400 SE 36th Ave (including Masonic property) includes dog park and ROW around the park, all sides of the park, Coleman Center, pool (NW corner inside of fence}, MOMS Park (ROW on west side along SE 17th ST roadway), around the basketball, raquetball, volleyball, and tennis courts, all pavilions, outside of (not the actual field) the football, t-ball and softball fields, all areas where the trails go, and parking lots. Park boundaries · Ocala Christian School, SE 17th St and County Health Dept to the north, SE 36th Ave to the east, SE 24th St to the south, and SE 32nd Ave/YMCA to the west. Common areas (around all buildings and bleachers) within the fenced areas around the football fields, but not including the football fields.	Each	$947.60
13	Jim Kirk Park - 2913 NE 9 Ave mow eastern side from the north property line south to walking trail (south of the playground), from western rentention pond to eastern property line, mow 10 feet on either side of the rest of the walking trail	Each	$118.45
14	Nature Park- 1600 block of SE 30th Ave. Boundaries - SE 30th Ave to the east, SE 29th Terr to the west, and from fence line to fence line on the north and south sides. This includes all ROW's.	Each	$118.45
15	Ocala Golf Club- 3130 E. Silver Springs Blvd. Open area behind back nine restrooms, 11th Tee to the north 12th Fairway to west, 13th Fairway to the East, Retention Pond to the South	Each	$75.00
16	Powhattan Park - 3729 SE 3rd St - Both sides of the street, including ROW's.	Each	$47.38
17	Ritterhoff Park - 1400 block of SE 17th St.	Each	$47.38
18	Sliver Pines Walking Trail - 1600 block NE 40th Ave mow 10 feet on either side of the walking trail, edge trail and weed eat any amenties within the 10 feet.	Each	$130.29
19	Todd C. Prosser - SE 12th St/SE 11th Ave includinq trianqle to the southwest of the park	Each	$47.38
20	Turnipseed Park · SE 5th St, SE7th St, and SE 13th Ave	Each	$47.38

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ITEM	DESCRIPTION	UOM	Unit Cost
21	Tuscawilla Park - NE 3rd St (South) to NE 9th St (North} and RR tracks (West) to NE 8th Ave (East). Mow around Reilly Art Center (mow St. Augustine grass at 4", weed eat south side hill and around hollies on the east side), Senior Center, Discovery Center, American Legion, Girl Scout house, Recreation & Parks Administration building (weed eat hill on east side), Pavilion to the south of the auditorium, playground, tennis and basketball courts, vacant lot east of the VFW building (on 8th Avenue), the east pond, east parking lot (NE Sanchez Ave. And NE 4th St.) and the west pond to the waters edge, all ROW's on all sides of the park. Do NOT mow baseball field. Recreation Operations Center (410 NE 3rd Street by Fire Station), north parking lot from the railroad tracks to the west, Sanchez on the east, NE 9th St to the south and skate park to the north.skate park (rentention area}, property north of the skate park from Sanchez on the east- bottom of embarkment on the north side, railroad track to the west and skate park to the south. *Tuscawilla Overflow Parking Lot 925 NE Sanchez	Each	$1027.60
22	Walker Park - SE 7th St and SE 17th Ave	Each	$47.38
23	Chazal Park - 800 block of NE 10th Ave, including slopes of retention pond arid ditch line	Each	$148.00
24	Community Garden • West Highway 40/NW 24th Ave - whole block including ROW	Each	$88.83
25	Carver Park- SW 7th St and SW 13th Ave -Road way on west, north and east side to include Boys & Girls Club of Marion. North of FWC fenceline boardering the south and west property line of the Boys & Girls Club of Marion to the Northern boudary of Carver Park alonq SW 6th St.	Each	$266.51
26	Heritage Nature Conservancy - 2005 NE 3rd St/North entrance 525 NE 18th Ave, maintenance road on east side to rentention pond on west side, out to NE 3rd St., all open areas in the middle, both side of trail	Each	$71.07
27	Hilldale Park - 1500 Block of NE 8th Street	Each	$50.00

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ITEM	DESCRIPTION	UOM	Unit Cost
28	Legacy Park Walking Trail- 701 SW 9th Ave. mow 10 feet on either side of the walking trail, edge trail and weed eat any amenties within the 10 feet and mow around the parkinq lot and park sion	Each	$177.67
29	Lamb Park - NW 13th St and NW 9th Ave - Including ROW's to the west, east and north	Each	$53.30
30	Lillian Bryant Park - 2200 NW 17th Pl - NW 23rd to the west, to fence line to the north and east, NW 14th to the south, not softball field, mow ROW around the park	Each	$379.04
31	Marimere Park - 122 NW 25th Ave	Each	$29.61
32	MLK Memorial Park - 500 block SW Martin Luther Kinq Jr Ave	Each	$41.45
33	MLK Recreation Complex - 1510 NW 4th St (not baseball/football fields) including all ROW's to the south, north, east, and west; the Family Resource Center, pool (inside SW corner), gym and Barbara Washington Adult Activity Center (north side), around basketball and racquetball courts, playgrounds and exercise equipment, pavilions, mow behind wall on east end of the football (20 foot from wall) and concession stand.	Each	$414.57
34	Northside Park - 2000 NE 12th Terr	Each	$29.61
35	Ocala Regional Sportsplex - 3500 SW 67th Ave (not including sports turf). All alleyways between the softball and football fields. Boundaries - 67th Ave to the east. tree line to the south at the west fence line and the bollard line to the North. Mow around ticket booth, parking lot, around basketball and volleyball courts, lighted practice field on NE side of the park (not the field itself), maintenance shed, and all ROWs including ROW from 67th Ave. On the east to 25' past the line of trees on west side from the maintenance gate to ORS to the entrance to the water treatment plant to the north.	Each	$769.92

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ITEM	DESCRIPTION	UOM	Unit Cost
36	Ocala Model Railroaders Property (not including DRA) - 1247 NE 3rd St. Boundaries - Cemetery entrance to the east, fence line on either side of the Model Railroad building to the north, NE 3rd St to the south, fence line with houses to the west. Back area from the pond to the west and to the fence lines on the east, north and south.	Each	$41.45
37	OPD Tot Lot-2400 W Silver Springs Blvd. Parking lot to North, Wood line to the South, Retention area to west SW 24th Ave to the East	Each	$36.05
38	Poinciana Park - 1670 SW Ft Kinq St, ROW's	Each	$29.61
39	Rivers Tot Lot· NW 10th Ave & NW 1st St	Each	$29.61
40	Scott Springs Park - 2300 SW 24th Ave - fence line to the west and south, SW 24th Ave. to the west, tree line to the north, around back parking area. Several passes on the east side of the driveway to tree line. Keep ditch line mowed down. The west retention pond from top of embankment to the bottom of slope.	Each	$325.73
41	Second Chance Park - NW 19th Ave & NW 2nd St, ROW's	Each	$41.45
42	Tom's Park - 2300 NW Magnolia Ave - Including ROW's to the east and west, from street to street east to west, and fence line to the south and north, around the pond	Each	$148.06
43	West Heritage Trail-1000 W Silver Springs Blvd. South Silver Springs Blvd, North Property line. East NW 9th Ave, West NW 11th Ave	Each	$36.05
44	William James Walking Trail- 1600 block Martin Luther King Ave. - Mow 10' around th@ parking lot, excise equipment, both of sides of sidewalk from the parking lot to around the ORA., edge sidewalk and weed eat any amenties within the 10 feet.	Each	$60.77
45	Wyomina Park - NE 10th St & NE 11th Ave	Each	$71.07
46	North Magnolia, Imagine Park 200 NW 15th Place	Each	$75.00

Certificate Of Completion

Envelope Id: 441B7E21-D7CD-4AAE-B788-168BACD946FB
Status: Completed
Subject: Fourth Amendment to Agreement for Ground Maintenance Services (REC/230068)
Source Envelope:
Document Pages: 8
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
1/28/2025 5:14:57 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
TIM MCQUAIG kawboy32x@gmail.com President Security Level: Email, Account Authentication (None)	DocuSigned by: TIM MCQUAIG 5F5BAB04FEEA49A... Signature Adoption: Pre-selected Style Using IP Address: 129.222.118.85	Sent: 1/28/2025 5:17:00 PM Viewed: 1/28/2025 11:34:50 PM Signed: 1/28/2025 11:36:24 PM
Electronic Record and Signature Disclosure: Accepted: 1/28/2025 11:34:50 PM ID: 87b3906e-3461-41ff-88ac-3b1ccc328252		
William E. Sexton, Esq. wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/28/2025 11:36:25 PM Viewed: 1/31/2025 4:42:01 PM Signed: 1/31/2025 4:42:17 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/31/2025 4:42:19 PM Viewed: 2/3/2025 11:31:07 AM Signed: 2/3/2025 11:31:57 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/3/2025 11:31:59 AM Viewed: 2/3/2025 11:45:30 AM Signed: 2/3/2025 11:49:54 AM
Electronic Record and Signature Disclosure: Accepted: 2/3/2025 11:45:30 AM ID: 088c60ef-371c-4f45-8f7f-bd29efdf2ee5		

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**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/28/2025 5:17:00 PM
Certified Delivered	Security Checked	2/3/2025 11:45:30 AM
Signing Complete	Security Checked	2/3/2025 11:49:54 AM
Completed	Security Checked	2/3/2025 11:49:54 AM

Payment Events	Status	Timestamps
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.

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THIRD AMENDMENT TO AGREEMENT FOR GROUND MAINTENANCE SERVICES

THIS THIRD AMENDMENT TO AGREEMENT FOR AGREEMENT FOR GROUNDS MAINTENANCE SERVICES ("Third Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SOUTHERN LAWN CARE MID FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 27-4898723) ("Vendor").

WHEREAS, on March 14, 2023, City and Vendor entered into an Agreement for Grounds Maintenance Services (the "Original Agreement"), City of Ocala Contract Number: REC/230068 for a term of three (3) years, from March 8, 2023, to March 7, 2026; and

WHEREAS, on July 5, 2023, City and Vendor entered into a First Amendment to Agreement for Agreement for Grounds Maintenance Services (the "First Amendment") to modify the locations to be maintained by Vendor; and

WHEREAS, on October 23, 2023, City and Vendor entered into a Second Amendment to Agreement for Grounds Maintenance Services (the "Second Amendment") to add an additional location to be maintained by Vendor; and

WHEREAS, City and Vendor now desire to include additional locations to be maintained by Vendor and adjust mowing frequencies as outlined in **Exhibit A – Amended Scope of Work** and **Exhibit B – Amended Price Proposal**.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Third Amendment.
3. **AMENDMENT TO EXHIBIT A – SCOPE OF WORK.** The document attached to the Original Agreement as Exhibit A – Scope of Work is hereby deleted in its entirety and replaced with the document attached hereto as **Exhibit A – Amended Scope of Work.**
4. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as Exhibit B – Second Amended Price Proposal is hereby deleted in its entirety and replaced with the document attached to this Third Amendment as **Exhibit B- Amended Price Proposal**.
5. **COMPENSATION**. Vendor shall be paid an amount not to exceed **SIX HUNDRED NINETY THOUSAND, SIX HUNDRED AND NO/100 DOLLARS ($690,600)** (the "Contract Sum") over the Initial Term as full and complete compensation for the timely and satisfactory provision of services in accordance with the unit pricing schedule described in **Exhibit B – Amended Price Proposal**.
6. **NOTICES**. All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage

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prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Southern Lawn Care Mid Florida, Inc. Attn: Tim McQuaig 13900 NE 41st Terrace Anthony, Florida 32617 PH: 352-304-3921 E-mail: kawboy32x@gmail.com
If to City of Ocala:	Daphne M. Robinson, Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

7. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

8. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Third Amendment for all purposes.

9. **LEGAL AUTHORITY**. Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

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IN WITNESS WHEREOF, the parties have executed this Third Amendment on 1/2/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5877F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
B07DCFC4E86E429...

William E. Sexton, Esq.
City Attorney

SOUTHERN LAWN CARE MID FLORIDA, INC.

DocuSigned by:
TIM MCQUAIG
3F3BAB04FEEA48A...

By: TIM MCQUAIG
(Printed Name)

Title: President
(Title of Authorized Signatory)

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BACKGROUND

Contractor shall provide grounds maintenance services at multiple locations throughout the city. It shall be the responsibility of the successful party to maintain the sites outlined in the most efficient and effective manner. Contractor will provide all equipment, labor, and materials necessary to provide these services.

EQUIPMENT REQUIREMENTS

Contractor must possess and properly maintain (for the duration of this contract) the following equipment:

1. Ten (10) weed eaters
2. Ten (10) edgers
3. Ten (10) backpack blowers
4. One (1) three-wheel blower
5. Two (2), forty-two inch (42") or greater zero turn mowers
6. Eight (8), fifty-two inch (52") or greater zero turn mowers
7. One (1) batwing mower
8. Three (3) trucks/trailers
9. Three (3) backpack sprayers
10. One (1), twenty-five (25) gallon tank sprayer

Working Hours: The normal/standard working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.

MOWING FREQUENCIES

Month	Cuts per month
January	1
February	1
March	4
April	4
May	4
June	4
July	5
August	4
September	4
October	2
November	1
December	1
Total:	**35**

***The City anticipates mowing frequencies as outlined above, however; the City reserves the right to adjust these frequencies as needed.**

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DEFINITIONS

1. Trash: Trash is defined as anything loose and useless (examples but not limited to) bottles, cans, paper, plastic bags, plastic bottles, plastic food wrappers and Styrofoam cups and plates.

2. Debris: Debris is defined as objects lying on the ground in an area to be mowed that are mostly organic (examples but not limited to) tree limbs less than six inches (6″) in diameter and smaller than six feet (6′) in length, tree branches, twigs, hedge clippings and sapling trimmings. One (1) or two (2) broken concrete blocks would qualify as debris but an abundance of blocks would be the City's responsibility to move. If the Contractor finds large items such as old tires, concrete blocks, old chairs or sofas, dead car batteries, etc., on a site to be mowed please call the City contact to report the findings and the City will remove and properly dispose of the debris. Otherwise, it is the Contractor's responsibility to remove and properly dispose of debris before mowing.

MOWING

1. Mowing and all related services at a park or parcel should be started and completed on the same day (weather permitting). For larger parcels, the Contractor should attempt to complete all work in one area and then move the operation to the next area of that parcel. The intent is that a parcel will not be left for days with the parcel mowed, but with high grass still standing around benches, bleachers, etc. waiting on follow up trimming and weed eating.

2. Mow at a height of two inches (2″) for Bahia grass, four inches (4″) inches for St. Augustine grass, and three inches (3″) for Zoysia grass. Mow Anderson Park at three inches (3″).

3. Mow all grassed areas in accordance with the frequency indicated on the price page proposal. Specific mowing dates and days will be set by the City. Contractor must follow City noise ordinance when planning mowing times.

4. The City does not include an allowance for delays caused by inclement weather; however, the City will grant time extensions, on a day-to-day basis for delays caused by the effects of rain or other inclement weather conditions. No additional compensation will be made for delays caused by the inclement weather.

5. Proper equipment must be used to mow mounds in the parks and parcels sites to prevent scalping, rutting, or cutting off tops of slopes with mowing equipment, causing soil erosion. Size of equipment needs to match the size of the area to be mowed. Note – This may require the use of hand equipment (push mowers, weed eaters, etc.) in limited areas.

6. All equipment must be properly maintained mechanically. The blades must be sharpened so that the grass is cut and not torn, causing damage to the grass plants. Tires must be equally inflated to avoid uneven cuts, etc. The Contractor is responsible for operating equipment at speeds that result in proper cuts.

7. Contractor must pick up and remove trash and debris in and around the area to be mowed to include fence lines before mowing and properly dispose of it so it is not chopped up by mower. The Contractor is responsible for a clean area (free of trash and debris) with neat appearance, even cut and no clumps

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of grass to remain in the mowed areas. If the cuttings leave a thick blanket like cover over the existing cut area the operator must repeat the cycle to scatter the grass cuttings. All mowed areas will be inspected by the City's contract monitoring group. Debris must be removed from the site; not thrown under trees.

8. The Contractor will be responsible for all damages incurred to any water sprinkler systems, fences, shrubs, trees, value boxes, etc., while performing the grounds maintenance. Leaning signs and bollards leaning due to contact with equipment will need to be straighten up. Any ground sprinklers damaged are to be repaired immediately to comply with water conservation regulations. All damages are to be reported to the User City where final disposition will be made as to replace and/or repair.

9. Backflow assemblies are located in various areas throughout the City. In the event a backflow assembly unit is damaged or destroyed by the Contractor, the Contractor shall be liable for all damages and shall be responsible for any costs associated with the repair or replacement of the unit(s). The Contractor's employees shall at all times have a wrench in their possession to shut off the water should damage occur. Report any damage within 15 minutes to Jeff Kerley, (352) 368-5527. In the event that Jeff Kerley cannot be reached, please call Parks Operations (352) 368-5550 or the Park Ranger on-call number (352) 789-1133.

10. Water meter damage should be reported to the Water Resources Department (352) 351-6772. Repairs must be made within 48 hours of damage occurrence, with the exception of utility related repairs, which must be completed as soon as possible.

11. No air blowers shall be used to blow grass debris into roadway. Grass clippings shall be blown away from roadways, but not into retention ponds. All cuttings must be kept off/removed from the streets, sidewalks, pavilions, restrooms trails, landscape beds and public art.

12. When mowing, grass is to be directed away from pools, ponds, retention areas, fences, athletic fields, landscape beds, gardens, plaza's, splash pads, playgrounds, artwork, picnic areas, fence lines and other park amenities. In insistences where mowing occurs around the above-mentioned areas, a rear discharge mower must be used. All cuttings must be kept off/removed from these areas and amenities. If cuttings do manage to get into these areas, Contractor shall be responsible for blowing those areas off, and/or costs to remediate the situation (i.e. cleaning out a pool).

TRIMMING AND WEED CONTROL

1. The use of chemicals in place of weed eating around parks amenities and support facilities is NOT permitted. Glyphosate and other non-selective herbicides and similar chemicals with application rates per the manufacturer's recommendations are only permitted to be used to spray fence lines and cracks in sidewalks and other paved surfaces or to kill or retard the growth directly under trees as specified herein and shall not be used for any other purpose unless written consent is provided by the City. All plans for use of herbicides must be approved in writing by the City Project Manager before herbicides are applied.

2. When using chemicals to treat fence lines, special care shall be used so chemicals are not sprayed onto adjacent private property and use a cone on the sprayer to prevent overspray. Care should be taken to not over spray onto adjacent turf. A three inch (3") swath is to be sprayed on either side of the fence to maintain grass and weed control providing the adjacent side of the fence is not private property. If

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the adjacent side is private property only a three inch (3") swath shall be sprayed on the City property. Once the vegetation has been trimmed down to ground level with a weed eater or similar device and the remaining vegetation removed from the fence, the area should be treated with chemicals. Trimming and chemical treating of said vegetation shall be done on the same day the mowing is done. Over spraying resulting in damage of grass will require exact replacement of sod at Contractor's expense.

3. A one foot (1') diameter area from the base of trees shall be maintained when trimming around trees. Chemically kill or restrict the growth directly under trees using Glyphosate and other non-selective herbicides or other suitable and equally effective herbicide. When chemically trimming around trees, special care is to be given to avoid spraying the suckers growing from the ground around the tree; this may damage or kill the tree. Removal of the bark by weed eater or other equipment that is greater than 25% of the diameter of the tree will result in the tree being replaced at the expense of the Contractor. This is common around Crape Myrtles and not normally found around Oaks and other common hard wood trees.

4. Sidewalks, courts (basketball, racquetball, tennis), parking lots, curbs and hard surface trails (asphalt/concrete) are to be mechanically edged (NOT chemically edged) and where there are cracks in the sidewalks, trails and curbs with grass and weeds growing through the cracks the vegetation shall be sprayed with an approved herbicide and after the vegetation is dead it is to be removed with a weed-eater or similar string device and remove debris as work is being done. Walking trails need to be edged once monthly, one the first mowing date of each month.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent Contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must have a visible company name/logo on the outside of the vehicle.

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MISCELLANEOUS

1. Report sinkholes found in any area to the City Parks Operations Division Head.

2. At least one crewmember must communicate fluently in English.

3. A supervisor or crew leader must be on-site to certify that all work has been completed according to the specifications of the contract. While the City will certainly monitor the Contractor's work for compliance with the contract specifications, it is **not** the City's responsibility to supervise or monitor the work of crews performing the work. If the City has to frequently contact the Contractor about issues, it is indicative of improper supervision by the Contractor, and the City may terminate the contract for cause.

4. Properties having gates: Any gates needing repair for failure to close, open, or lock must be reported to the department* responsible for that area. All gates must be closed and locked when finished mowing. *If Contractor is unsure of which City department is responsible for the gate in question, please notify the City Parks Operations Division Head.

5. All Contractor's employees are to wear shirts or have a badge which identifies their company, and all trucks belonging to the Contractor must bear the company's name. Shirts must be worn at all times while working on City property.

6. When working near roadways or within roadway medians, the Contractor shall wear an FDOT approved vest; and FDOT approved safety cones and FDOT approved "Men Working Signs" shall be placed appropriately in front of and behind their truck. The Contractor is responsible for fully understanding these requirements and costs related to compliance shall be included in Contractor's price proposal.

7. Contractor will submit a weekly report to the City Project Manager. The weekly report shall list the properties mowed, and identify any problems or issues at any of the sites as well as the Contractor's recommendations to resolve the issue or problem.

8. Contractor will suggest a schedule for what day each park is going to be mowed during the week and shall provide that schedule to the City Project Manager for approval. The City reserves the right to designate the scheduled mowing day for any particular property as needed to accommodate City programming schedules and will discuss same with Contractor when establishing the schedule

9. All properties will be mowed in a one week period (one cycle). During March to May when the properties are mowed every other week, the properties shall all still be mowed in one week (and not split up between the two weeks).

10. To allow for bad weather or other unforeseen issues, certain properties may be mowed on Saturday. This extra day is not intended to be used every week, but only in the above mentioned circumstances.

11. If a property is not mowed within the one week period (Monday thru Saturday), then the property will not be mowed until the next mowing cycle and regularly scheduled day. The properties that are not mowed during that cycle will not be billed or paid by the City. It will be the City's responsibility to

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determine if the properties missed during that cycle will need to be mowed before the next cycle. If so, the City will mow them.

12. The properties should be mowed according to the schedule to avoid having more than seven (7) days between mowing during the weekly mowing schedule.

13. If the Contractor is regularly not able to complete the scheduled mowing cycle as outlined above, the City will interpret this to mean that the Contractor does not have the resources to successfully execute this contract and may terminate the contract for cause.

14. A batwing mower can be used at Lillian Bryant and Ocala Regional Sportsplex to assist in getting the parks mowed in the allotted time. The Contractor may store this piece of equipment at WRF #3 under the following conditions:
    A. The City will not provide a covered storage area.
    B. The City will not be responsible for any damage to the equipment while it is stored on City property.
    C. The equipment will only be accessible at WRF #3 from 8am to 5pm during the week.
    D. All other specifications must be complied with.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:

    A. Access to City buildings and facilities to perform the work.
    B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
    C. Provide office facilities for the Contractor, if needed.

2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Installation shall be in compliance with all requirements and instructions of applicable manufacturers.
4. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.

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6. Data collected by the Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
7. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.

SUB-CONTRACTORS

1. Contractor must perform a minimum of 30% of the work with their own forces.
2. Services assigned to sub-Contractors must be approved in advance by the City Project Manager.

SAFETY

1. The Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-Contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

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Exhibit B -Amended Price Proposal

EXHIBIT B - AMENDED PRICE PROPOSAL			CONTRACT# REC/230068
Southern Lawn Care Mid Florida Inc			
ITEM	**DESCRIPTION**	**UOM**	**Unit Cost**
1	Scotty J. Andrew Park• SE 11th Ave and SE12th Terr• Mow at three (3) inches	Each	$53.30
2	Big Sun Soccer Complex · 2811 SE 36th Ave · All common areas (no athletic fields) and entrance from 36th Ave both sides of the road, parking lots.	Each	$384.90
3	Clyatt Park - 1401 SE 17th St, including the old electric substation site (lot withsmall building on it to the west of the parking lot). Mowinq does not include baseball field.	Each	$142.14
4	E.L Foster Walking Trail- 2025 SE 31 St. mow 10 feet on either side of the walking trail, edge sidewalk and weed eat around any amenties within the 10 feet.	Each	$148.00
5	Fisher Park - 900 SE 22nd St	Each	$87.80
6	Fort King National Historic Landmark - 3800 block of NE Ft King St - from Ft King to the south, tree lines on all sides, 3900 block National Landmark from Ft King to the south. Tree lines on all other sides, including around the house (not trails), encampment area on east side, Kline property {NW 41 Ave.} around the fort to tree line, field north of the fort, DAR area, around house (3841 E. Ft. King St) to the south of the fort. Fort King Memorial Park- 3800 E Fort King St	Each	$348.00
7	Fort King Tennis Center - 3301 SE Ft King St Mow and weed eat all grass within the North, South, East and West fence line interrior of the the Fort King Tennis Center. Mow and weed eat around bollards to the north and east alonq the driveway (not to include the ORA).	Each	$59.22
8	East Highway 40 Gateway· Median just west of the intersection of Highway 40/NE 44th Terr.	Each	$53.30
9	Highlands East - 3100 block of SE 13th St	Each	$53.30
10	Highlands West - SE 13th St and 29th Terr	Each	$41.45
11	Idvlweir Park - SE 10th Ave & SE 10th St	Each	$41.45
12	Jervey Gantt Park • 2400 SE 36th Ave (including Masonic property) includes dog park and ROW around the park, all sides of the park, Coleman Center, pool (NW corner inside of fence}, MOMS Park (ROW on west side along SE 17th ST roadway), around the basketball, raquetball, volleyball, and tennis courts, all pavilions, outside of (not the actual field) the football, t-ball and softball fields, all areas where the trails go, and parking lots. Park boundaries · Ocala Christian School, SE 17th St and County Health Dept to the north, SE 36th Ave to the east, SE 24th St to the south, and SE 32nd Ave/YMCA to the west. Common areas (around all buildings and bleachers) within the fenced areas around the football fields, but not including the football fields.	Each	$947.60
13	Jim Kirk Park - 2913 NE 9 Ave mow eastern side from the north property line south to walking trail (south of the playground), from western rentention pond to eastern property line, mow 10 feet on either side of the rest of the walking trail	Each	$118.45
14	Nature Park- 1600 block of SE 30th Ave. Boundaries - SE 30th Ave to the east, SE 29th Terr to the west, and from fence line to fence line on the north and south sides. This includes all ROW's.	Each	$118.45
15	Ocala Golf Clup- 3130 E. Silver Springs Blvd. Open area behind back nine restrooms, 11th Tee to the north 12th Fairway to west, 13th Fairway to the East, Retention Pond to the South	Each	$75.00
16	Powhattan Park - 3729 SE 3rd St - Both sides of the street, including ROW's.	Each	$47.38

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Exhibit B -Amended Price Proposal

ITEM	DESCRIPTION	UOM	Unit Cost
17	Ritterhoff Park - 1400 block of SE 17th St.	Each	$47.38
18	Sliver Pines Walking Trail - 1600 block NE 40th Ave mow 10 feet on either side of the walking trail, edge trail and weed eat any amenties within the 10 feet.	Each	$130.29
19	Todd C. Prosser - SE 12th St/SE 11th Ave includinq trianqle to the southwest of the park	Each	$47.38
20	Turnipseed Park · SE 5th St, SE7th St, and SE 13th Ave	Each	$47.38
21	Tuscawilla Park - NE 3rd St (South) to NE 9th St (North} and RR tracks (West) to NE 8th Ave (East). Mow around Reilly Art Center (mow St. Augustine grass at 4", weed eat south side hill and around hollies on the east side), Senior Center, Discovery Center, American Legion, Girl Scout house, Recreation & Parks Administration building (weed eat hill on east side), Pavilion to the south of the auditorium, playground, tennis and basketball courts, vacant lot east of the VFW building (on 8th Avenue), the east pond, east parking lot (NE Sanchez Ave. And NE 4th St.) and the west pond to the waters edge, all ROW's on all sides of the park. Do NOT mow baseball field. Recreation Operations Center (410 NE 3rd Street by Fire Station), north parking lot from the railroad tracks to the west, Sanchez on the east, NE 9th St to the south and skate park to the north.skate park (rentention area}, property north of the skate park from Sanchez on the east-bottom of embarkment on the north side, railroad track to the west and skate park to the south. Tuscawilla Overflow Parking Lot 925 NE Sanchez	Each	$1,027.60
22	Walker Park - SE 7th St and SE 17th Ave	Each	$47.38
23	Chazal Park - 800 block of NE 10th Ave, including slopes of retention pond arid ditch line	Each	$148.00
24	Community Garden • West Highway 40/NW 24th Ave - whole block including ROW	Each	$88.83
25	Carver Park- SW 7th St and SW 13th Ave -Road way on west, north and east side to include Boys & Girls Club of Marion. North of FWC fenceline boardering the south and west property line of the Boys & Girls Club of Marion to the Northern boudary of Carver Park alonq SW 6th St.	Each	$266.51
26	Heritage Nature Conservancy - 2005 NE 3rd St/North entrance 525 NE 18th Ave, maintenance road on east side to rentention pond on west side, out to NE 3rd St., all open areas in the middle, both side of trail	Each	$71.07
27	Legacy Park Walking Trail- 701 SW 9th Ave. mow 10 feet on either side of the walking trail, edge trail and weed eat any amenties within the 10 feet and mow around the parkinq lot and park sion	Each	$177.67
28	Lamb Park - NW 13th St and NW 9th Ave - Including ROW's to the west, east and north	Each	$53.30
29	Lillian Bryant Park - 2200 NW 17th Pl - NW 23rd to the west, to fence line to the north and east, NW 14th to the south, not softball field, mow ROW around the park	Each	$379.04
30	Marimere Park - 122 NW 25th Ave	Each	$29.61
31	MLK Memorial Park - 500 block SW Martin Luther Kinq Jr Ave	Each	$41.45

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Exhibit B -Amended Price Proposal

ITEM	DESCRIPTION	UOM	Unit Cost
32	MLK Recreation Complex - 1510 NW 4th St (not baseball/football fields) including all ROW's to the south, north, east, and west; the Family Resource Center, pool (inside SW corner), gym and Barbara Washington Adult Activity Center (north side), around basketball and racquetball courts, playgrounds and exercise equipment, pavilions, mow behind wall on east end of the football (20 foot from wall) and concession stand.	Each	$414.57
33	Northside Park - 2000 NE 12th Terr	Each	$29.61
34	Ocala Regional Sportsplex - 3500 SW 67th Ave (not including sports turf). All alleyways between the softball and football fields. Boundaries - 67th Ave to the east. tree line to the south at the west fence line and the bollard line to the North. Mow around ticket booth, parking lot, around basketball and volleyball courts, lighted practice field on NE side of the park (not the field itself), maintenance shed, and all ROWs including ROW from 67th Ave. On the east to 25' past the line of trees on west side from the maintenance gate to ORS to the entrance to the water treatment plant to the north.	Each	$769.92
35	Ocala Model Railroaders Property (not including DRA) - 1247 NE 3rd St. Boundaries - Cemetery entrance to the east, fence line on either side of the Model Railroad building to the north, NE 3rd St to the south, fence line with houses to the west. Back area from the pond to the west and to the fence lines on the east, north and south.	Each	$41.45
36	OPD Tot Lot-2400 W Silver Springs Blvd. Parking lot to North, Wood line to the South, Retention area to west SW 24th Ave to the East	Each	$36.05
37	Poinciana Park - 1670 SW Ft Kinq St, ROW's	Each	$29.61
38	Rivers Tot Lot· NW 10th Ave & NW 1st St	Each	$29.61
39	Scott Springs Park - 2300 SW 24th Ave - fence line to the west and south, SW 24th Ave. to the west, tree line to the north, around back parking area. Several passes on the east side of the driveway to tree line. Keep ditch line mowed down. The west retention pond from top of embankment to the bottom of slope.	Each	$325.73
40	Second Chance Park - NW 19th Ave & NW 2nd St, ROW's	Each	$41.45
41	Tom's Park - 2300 NW Magnolia Ave - Including ROW's to the east and west, from street to street east to west, and fence line to the south and north, around the pond	Each	$148.06
42	West Heritage Trail-1000 W Silver Springs Blvd. South Silver Springs Blvd, North Property line. East NW 9th Ave, West NW 11th Ave	Each	$36.05
43	William James Walking Trail- 1600 block Martin Luther King Ave. - Mow 10' around th@ parking lot, excise equipment, both of sides of sidewalk from the parking lot to around the ORA., edge sidewalk and weed eat any amenties within the 10 feet.	Each	$60.77
44	Wyomina Park - NE 10th St & NE 11th Ave	Each	$71.07

Certificate Of Completion

Envelope Id: 5BE85B26-D0D5-43DF-86CC-04F79A24E434
Status: Completed
Subject: Third Amendment to Agreement for Ground Maintenance Services (REC/230068)
Source Envelope:
Document Pages: 13
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

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Signer Events	Signature	Timestamp
TIM MCQUAIG kawboy32x@gmail.com President Security Level: Email, Account Authentication (None)	DocuSigned by: TIM MCQUAIG 5F5BAB04FEEA49A... Signature Adoption: Pre-selected Style Using IP Address: 135.129.119.60	Sent: 12/31/2024 10:10:46 AM Viewed: 12/31/2024 10:26:02 AM Signed: 12/31/2024 10:27:43 AM
Electronic Record and Signature Disclosure: Accepted: 12/31/2024 10:26:02 AM ID: b9aa7c86-02dd-4bb0-ba7f-7d7b6e486982		
William E. Sexton, Esq. wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 12/31/2024 10:27:44 AM Viewed: 12/31/2024 11:21:28 AM Signed: 12/31/2024 11:21:44 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 12/31/2024 11:21:45 AM Viewed: 1/2/2025 9:04:05 AM Signed: 1/2/2025 9:05:30 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/2/2025 9:05:32 AM Viewed: 1/6/2025 8:53:15 AM Signed: 1/6/2025 8:53:30 AM
Electronic Record and Signature Disclosure: Accepted: 1/6/2025 8:53:15 AM ID: f31ac764-a1a3-4f71-8274-7f1d1d6aaa4f		

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**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/31/2024 10:10:46 AM
Certified Delivered	Security Checked	1/6/2025 8:53:15 AM
Signing Complete	Security Checked	1/6/2025 8:53:30 AM
Completed	Security Checked	1/6/2025 8:53:30 AM

Payment Events	Status	Timestamps
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.

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SECOND AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES

("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SOUTHERN LAWN CARE MID FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 27-4898723) ("Vendor").

WHEREAS, on March 14, 2023, City and Vendor entered into an Agreement for Grounds Maintenance Services (the "Original Agreement"), City of Ocala Contract No.: REC/230068; and

WHEREAS, on July 5, 2023, City and Vendor entered into a First Amendment to Agreement for Grounds Maintenance Services ("First Amendment") to modify the locations to be maintained by Vendor as set forth in the Price Proposal attached to the Original Agreement as Exhibit B; and

WHEREAS, City and Vendor now desire to add a location to be maintained by Vendor as set forth in the Price Proposal attached to the First Amendment as Amended Exhibit B.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
4. **AMENDMENT TO AMENDED EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement, as amended, as Amended Exhibit B – Price Proposal is hereby deleted and replaced, in its entirety, with the document attached to this Second Amendment as **Exhibit B – Second Amended Price Proposal.**
5. **NOTICES**. All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Vendor:
Southern Lawn Care Mid Florida, Inc.
Attention: Tim McQuaig
13900 NE 41st Terrace
Anthony, Florida 32617
E-Mail: kawboy32x@gmail.com
PH: 352-304-3921

If to City:
Daphne Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail:notices@ocalafl.gov
PH: 352-629-8343

with copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
7. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on _____.

ATTEST:

DocuSigned by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
567FF7ME88874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

DocuSigned by:
William Sexton
B07DCEC4E86E429...

William E. Sexton, Esq.
City Attorney

SOUTHERN LAWN CARE MID FLORIDA, INC.

DocuSigned by:
TIM MCQUAIG
5F5BAB04FEEA49A...

(Authorized Signatory)

By: TIM MCQUAIG
(Printed Name of Signatory)

Title: President
(Title of Authorized Signatory)

DocuSign Envelope ID: 366C5595-7006-4B13-A5A0-141F023E3528

EXHIBIT B - SECOND AMENDED PRICE PROPOSAL			CONTRACT# REC/230068
Southern Lawn Care Mid Florida Inc			
ITEM	**DESCRIPTION**	**UOM**	**Unit Cost**
1	Scotty J. Andrew Park• SE 11th Ave and SE12th Terr• Mow at three (3) inches	Each	$53.30
2	Big Sun Soccer Complex · 2811 SE 36th Ave · All common areas (no athletic fields) and entrance from 36th Ave both sides of the road, parking lots.	Each	$384.90
3	Clyatt Park - 1401 SE 17th St, including the old electric substation site (lot withsmall building on it to the west of the parking lot). Mowinq does not include baseball field.	Each	$142.14
4	E.L Foster Walking Trail- 2025 SE 31 St. mow 10 feet on either side of the walking trail, edge sidewalk and weed eat around any amenties within the 10 feet.	Each	$148.00
5	Fisher Park - 900 SE 22nd St	Each	$87.80
6	Fort King National Historic Landmark - 3800 block of NE Ft King St - from Ft King to the south, tree lines on all sides, 3900 block National Landmark from Ft King to the south. Tree lines on all other sides, including around the house (not trails), encampment area on east side, Kline property {NW 41 Ave.} around the fort to tree line, field north of the fort, DAR area, around house (3841 E. Ft. King St) to the south of the fort.	Each	$148.00
7	Fort King Tennis Center - 3301 SE Ft King St Mow and weed eat all grass within the North, South, East and West fence line interrior of the the Fort King Tennis Center. Mow and weed eat around bollards to the north and east alonq the driveway (not to include the ORA).	Each	$59.22
8	East Highway 40 Gateway· Median just west of the intersection of Highway 40/NE 44th Terr.	Each	$53.30
9	Highlands East - 3100 block of SE 13th St	Each	$53.30
10	Highlands West - SE 13th St and 29th Terr	Each	$41.45
11	Idvlweir Park - SE 10th Ave & SE 10th St	Each	$41.45
12	Jervey Gantt Park • 2400 SE 36th Ave (including Masonic property) includes dog park and ROW around the park, all sides of the park, Coleman Center, pool (NW corner inside of fence), MOMS Park (ROW on west side along SE 17th ST roadway), around the basketball, raquetball, volleyball, and tennis courts, all pavilions, outside of (not the actual field) the football, t-ball and softball fields, all areas where the trails go, and parking lots. Park boundaries · Ocala Christian School, SE 17th St and County Health Dept to the north, SE 36th Ave to the east, SE 24th St to the south, and SE 32nd Ave/YMCA to the west. Common areas (around all buildings and bleachers) within the fenced areas around the football fields, but not including the football fields.	Each	$947.60
13	Jim Kirk Park - 2913 NE 9 Ave mow eastern side from the north property line south to walking trail (south of the playground), from western rentention pond to eastern property line, mow 10 feet on either side of the rest of the walking trail	Each	$118.45
14	Nature Park- 1600 block of SE 30th Ave. Boundaries - SE 30th Ave to the east, SE 29th Terr to the west, and from fence line to fence line on the north and south sides. This includes all ROW's.	Each	$118.45
15	Ocala Golf Clup- 3130 E. Silver Springs Blvd. Open area behind back nine restrooms, 11th Tee to the north 12th Fairway to west, 13th Fairway to the East, Retention Pond to the South	Each	$75.00
16	Powhattan Park - 3729 SE 3rd St - Both sides of the street, including ROW's.	Each	$47.38
17	Ritterhoff Park - 1400 block of SE 17th St.	Each	$47.38
18	Sliver Pines Walking Trail - 1600 block NE 40th Ave mow 10 feet on either side of the walking trail, edge trail and weed eat any amenties within the 10 feet.	Each	$130.29
19	Todd C. Prosser - SE 12th St/SE 11th Ave includinq trianqle to the southwest of the park	Each	$47.38
20	Turnipseed Park · SE 5th St, SE7th St, and SE 13th Ave	Each	$47.38

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ITEM	DESCRIPTION	UOM	Unit Cost
21	Tuscawilla Park - NE 3rd St (South) to NE 9th St (North} and RR tracks (West) to NE 8th Ave (East). Mow around Reilly Art Center (mow St. Augustine grass at 4", weed eat south side hill and around hollies on the east side), Senior Center, Discovery Center, American Legion, Girl Scout house, Recreation & Parks Administration building (weed eat hill on east side), Pavilion to the south of the auditorium, playground, tennis and basketball courts, vacant lot east of the VFW building (on 8th Avenue), the east pond, east parking lot (NE Sanchez Ave. And NE 4th St.) and the west pond to the waters edge, all ROW's on all sides of the park. Do NOT mow baseball field. Recreation Operations Center (410 NE 3rd Street by Fire Station), north parking lot from the railroad tracks to the west, Sanchez on the east, NE 9th St to the south and skate park to the north.skate park (rentention area}, property north of the skate park from Sanchez on the east-bottom of embarkment on the north side, railroad track to the west and skate park to the south.	Each	$947.60
22	Walker Park - SE 7th St and SE 17th Ave	Each	$47.38
23	Chazal Park - 800 block of NE 10th Ave, including slopes of retention pond arid ditch line	Each	$148.00
24	Community Garden • West Highway 40/NW 24th Ave - whole block including ROW	Each	$88.83
25	Carver Park- SW 7th St and SW 13th Ave -Road way on west, north and east side to include Boys & Girls Club of Marion. North of FWC fenceline boardering the south and west property line of the Boys & Girls Club of Marion to the Northern boudary of Carver Park alonq SW 6th St.	Each	$266.51
26	Heritage Nature Conservancy - 2005 NE 3rd St/North entrance 525 NE 18th Ave, maintenance road on east side to rentention pond on west side, out to NE 3rd St., all open areas in the middle, both side of trail	Each	$71.07
27	Hilldale Park - 1500 Block of NE 8th Street	Each	$50.00
28	Legacy Park Walking Trail- 701 SW 9th Ave. mow 10 feet on either side of the walking trail, edge trail and weed eat any amenties within the 10 feet and mow around the parkinq lot and park sion	Each	$177.67
29	Lamb Park - NW 13th St and NW 9th Ave - Including ROW's to the west, east and north	Each	$53.30
30	Lillian Bryant Park - 2200 NW 17th Pl - NW 23rd to the west, to fence line to the north and east, NW 14th to the south, not softball field, mow ROW around the park	Each	$379.04
31	Marimere Park - 122 NW 25th Ave	Each	$29.61
32	MLK Memorial Park - 500 block SW Martin Luther Kinq Jr Ave	Each	$41.45
33	MLK Recreation Complex - 1510 NW 4th St (not baseball/football fields) including all ROW's to the south, north, east, and west; the Family Resource Center, pool (inside SW corner), gym and Barbara Washington Adult Activity Center (north side), around basketball and racquetball courts, playgrounds and exercise equipment, pavilions, mow behind wall on east end of the football (20 foot from wall) and concession stand.	Each	$414.57
34	Northside Park - 2000 NE 12th Terr	Each	$29.61
35	Ocala Regional Sportsplex - 3500 SW 67th Ave (not including sports turf). All alleyways between the softball and football fields. Boundaries - 67th Ave to the east. tree line to the south at the west fence line and the bollard line to the North. Mow around ticket booth, parking lot, around basketball and volleyball courts, lighted practice field on NE side of the park (not the field itself), maintenance shed, and all ROWs including ROW from 67th Ave. On the east to 25' past the line of trees on west side from the maintenance gate to ORS to the entrance to the water treatment plant to the north.	Each	$769.92
36	Ocala Model Railroaders Property (not including DRA) - 1247 NE 3rd St. Boundaries - Cemetery entrance to the east, fence line on either side of the Model Railroad building to the north, NE 3rd St to the south, fence line with houses to the west. Back area from the pond to the west and to the fence lines on the east, north and south.	Each	$41.45
37	OPD Tot Lot-2400 W Silver Springs Blvd. Parking lot to North, Wood line to the South, Retention area to west SW 24th Ave to the East	Each	$36.05

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ITEM	DESCRIPTION	UOM	Unit Cost
38	Poinciana Park - 1670 SW Ft Kinq St, ROW's	Each	$29.61
39	Rivers Tot Lot· NW 10th Ave & NW 1st St	Each	$29.61
40	Scott Springs Park - 2300 SW 24th Ave - fence line to the west and south, SW 24th Ave. to the west, tree line to the north, around back parking area. Several passes on the east side of the driveway to tree line. Keep ditch line mowed down. The west retention pond from top of embankment to the bottom of slope.	Each	$325.73
41	Second Chance Park - NW 19th Ave & NW 2nd St, ROW's	Each	$41.45
42	Tom's Park - 2300 NW Magnolia Ave - Including ROW's to the east and west, from street to street east to west, and fence line to the south and north, around the pond	Each	$148.06
43	West Heritage Trail-1000 W Silver Springs Blvd. South Silver Springs Blvd, North Property line. East NW 9th Ave, West NW 11th Ave	Each	$36.05
44	William James Walking Trail- 1600 block Martin Luther King Ave. - Mow 10' around th@ parking lot, excise equipment, both of sides of sidewalk from the parking lot to around the ORA., edge sidewalk and weed eat any amenties within the 10 feet.	Each	$60.77
45	Wyomina Park - NE 10th St & NE 11th Ave	Each	$71.07
46	North Magnolia Park	Each	$75.00

DocuSign

Certificate Of Completion

Envelope Id: 366C559570064B13A5A0141F023E3528
Subject: FOR SIGNATURE - (REC) 230068
Source Envelope:
Document Pages: 5
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 4
Initials: 0

Status: Completed

Envelope Originator:
Jamil Ramirez
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
jramirez@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/9/2023 4:18:39 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Jamil Ramirez
jramirez@ocalafl.org
Pool: StateLocal
Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
William Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/9/2023 4:20:52 PM Viewed: 10/18/2023 4:56:50 PM Signed: 10/18/2023 4:56:55 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/18/2023 4:56:56 PM Viewed: 10/23/2023 9:21:38 AM Signed: 10/23/2023 9:22:13 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
TIM MCQUAIG kawboy32x@gmail.com President Security Level: Email, Account Authentication (None)	DocuSigned by: TIM MCQUAIG 5F5BAB04FEEA49A... Signature Adoption: Pre-selected Style Using IP Address: 172.56.75.123	Sent: 10/23/2023 9:22:14 AM Viewed: 10/23/2023 9:25:01 AM Signed: 10/23/2023 9:26:20 AM
Electronic Record and Signature Disclosure: Accepted: 10/23/2023 9:25:01 AM ID: 0528d0a4-85e8-4a9e-99b9-2d5e832c0cf2		
Angel B. Jacobs ajacobs@ocalafl.org Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2023 9:26:21 AM Viewed: 10/26/2023 9:34:18 AM Signed: 10/26/2023 9:35:29 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 10/26/2023 9:34:18 AM ID: 3e420f51-3231-4c00-9316-d0f8255c546b		

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/9/2023 4:20:53 PM
Certified Delivered	Security Checked	10/26/2023 9:34:18 AM
Signing Complete	Security Checked	10/26/2023 9:35:29 AM
Completed	Security Checked	10/26/2023 9:35:29 AM

Payment Events	Status	Timestamps

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.

DocuSign Envelope ID: 59416400-7454-4218-BE98-51A5B410D17A

FIRST AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SOUTHERN LAWN CARE MID FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 27-4898723) ("Vendor").

WHEREAS, on March 14, 2023, City and Vendor entered into an Agreement for Grounds Maintenance Services (the "Original Agreement"), City of Ocala Contract No.: REC/230068; and

WHEREAS, City and Vendor desire to modify the locations to be maintained by Vendor as set forth in the Price Proposal attached to the Original Agreement as Exhibit B.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
4. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as Exhibit B – Price Proposal is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Amended Exhibit B – Price Proposal.**
5. **NOTICES**. All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Vendor:
Southern Lawn Care Mid Florida, Inc.
Attention: Tim McQuaig
13900 NE 41st Terrace
Anthony, Florida 32617
E-Mail: kawboy32x@gmail.com
PH: 352-304-3921

If to City:
Daphne Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: notices@ocalafl.org
PH: 352-629-8343

DocuSign Envelope ID: 59416400-7454-4218-BE98-51A5B410D17A

with copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: cityattorney@ocalafl.org

5. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

6. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.

7. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 7/5/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...
Ken Whitehead
Assistant City Manager

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...
William E. Sexton, Esq.
City Attorney

SOUTHERN LAWN CARE MID FLORIDA, INC.

DocuSigned by:
TIM MCQUAIG
5F5BAB04EEEA49A...
(Authorized Signatory)

By: TIM MCQUAIG
(Printed Name of Signatory)

Title: President
(Title of Authorized Signatory)

DocuSign Envelope ID: 59416400-7454-4218-BE98-51A5B410D17A

AMENDED EXHIBIT B - PRICE PROPOSAL			CONTRACT# REC/230068
Southern Lawn Care Mid Florida Inc			
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4	E.L Foster Walking Trail- 2025 SE 31 St. mow 10 feet on either side of the walking trail, edge sidewalk and weed eat around any amenties within the 10 feet.	Each	$148.00
5	Fisher Park - 900 SE 22nd St	Each	$87.80
6	Fort King National Historic Landmark - 3800 block of NE Ft King St - from Ft King to the south, tree lines on all sides, 3900 block National Landmark from Ft King to the south. Tree lines on all other sides, including around the house (not trails), encampment area on east side, Kline property {NW 41 Ave.} around the fort to tree line, field north of the fort, DAR area, around house (3841 E. Ft. King St) to the south of the fort.	Each	$148.00
7	Fort King Tennis Center - 3301 SE Ft King St Mow and weed eat all grass within the North, South, East and West fence line interrior of the the Fort King Tennis Center. Mow and weed eat around bollards to the north and east alonq the driveway (not to include the ORA).	Each	$59.22
8	East Highway 40 Gateway· Median just west of the intersection of Highway 40/NE 44th Terr.	Each	$53.30
9	Highlands East - 3100 block of SE 13th St	Each	$53.30
10	Highlands West - SE 13th St and 29th Terr	Each	$41.45
11	Idvlweir Park - SE 10th Ave & SE 10th St	Each	$41.45
12	Jervey Gantt Park • 2400 SE 36th Ave (including Masonic property) includes dog park and ROW around the park, all sides of the park, Coleman Center, pool (NW corner inside of fence), MOMS Park (ROW on west side along SE 17th ST roadway), around the basketball, raquetball, volleyball, and tennis courts, all pavilions, outside of (not the actual field) the football, t-ball and softball fields, all areas where the trails go, and parking lots. Park boundaries · Ocala Christian School, SE 17th St and County Health Dept to the north, SE 36th Ave to the east, SE 24th St to the south, and SE 32nd Ave/YMCA to the west. Common areas (around all buildings and bleachers) within the fenced areas around the football fields, but not including the football fields.	Each	$947.60
13	Jim Kirk Park - 2913 NE 9 Ave mow eastern side from the north property line south to walking trail (south of the playground), from western rentention pond to eastern property line, mow 10 feet on either side of the rest of the walking trail	Each	$118.45
14	Nature Park- 1600 block of SE 30th Ave. Boundaries - SE 30th Ave to the east, SE 29th Terr to the west, and from fence line to fence line on the north and south sides. This includes all ROW's.	Each	$118.45
15	Ocala Golf Club- 3130 E. Silver Springs Blvd. Open area behind back nine restrooms, 11th Tee to the north 12th Fairway to west, 13th Fairway to the East, Retention Pond to the South	Each	$75.00
16	Powhattan Park - 3729 SE 3rd St - Both sides of the street, including ROW's.	Each	$47.38
17	Ritterhoff Park - 1400 block of SE 17th St.	Each	$47.38
18	Sliver Pines Walking Trail - 1600 block NE 40th Ave mow 10 feet on either side of the walking trail, edge trail and weed eat any amenties within the 10 feet.	Each	$130.29
19	Todd C. Prosser - SE 12th St/SE 11th Ave includinq trianqle to the southwest of the park	Each	$47.38
20	Turnipseed Park · SE 5th St, SE7th St, and SE 13th Ave	Each	$47.38

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ITEM	DESCRIPTION	UOM	Unit Cost
21	Tuscawilla Park - NE 3rd St (South) to NE 9th St (North} and RR tracks (West) to NE 8th Ave (East). Mow around Reilly Art Center (mow St. Augustine grass at 4", weed eat south side hill and around hollies on the east side), Senior Center, Discovery Center, American Legion, Girl Scout house, Recreation & Parks Administration building (weed eat hill on east side), Pavilion to the south of the auditorium, playground, tennis and basketball courts, vacant lot east of the VFW building (on 8th Avenue), the east pond, east parking lot (NE Sanchez Ave. And NE 4th St.) and the west pond to the waters edge, all ROW's on all sides of the park. Do NOT mow baseball field. Recreation Operations Center (410 NE 3rd Street by Fire Station), north parking lot from the railroad tracks to the west, Sanchez on the east, NE 9th St to the south and skate park to the north.skate park (rentention area}, property north of the skate park from Sanchez on the east-bottom of embarkment on the north side, railroad track to the west and skate park to the south.	Each	$947.60
22	Walker Park - SE 7th St and SE 17th Ave	Each	$47.38
23	Chazal Park - 800 block of NE 10th Ave, including slopes of retention pond arid ditch line	Each	$148.00
24	Community Garden • West Highway 40/NW 24th Ave - whole block including ROW	Each	$88.83
25	Carver Park- SW 7th St and SW 13th Ave -Road way on west, north and east side to include Boys & Girls Club of Marion. North of FWC fenceline boardering the south and west property line of the Boys & Girls Club of Marion to the Northern boudary of Carver Park alonq SW 6th St.	Each	$266.51
26	Heritage Nature Conservancy - 2005 NE 3rd St/North entrance 525 NE 18th Ave, maintenance road on east side to rentention pond on west side, out to NE 3rd St., all open areas in the middle, both side of trail	Each	$71.07
27	Hilldale Park - 1500 Block of NE 8th Street	Each	$50.00
28	Legacy Park Walking Trail- 701 SW 9th Ave. mow 10 feet on either side of the walking trail, edge trail and weed eat any amenties within the 10 feet and mow around the parkinq lot and park sion	Each	$177.67
29	Lamb Park - NW 13th St and NW 9th Ave - Including ROW's to the west, east and north	Each	$53.30
30	Lillian Bryant Park - 2200 NW 17th Pl - NW 23rd to the west, to fence line to the north and east, NW 14th to the south, not softball field, mow ROW around the park	Each	$379.04
31	Marimere Park - 122 NW 25th Ave	Each	$29.61
32	MLK Memorial Park - 500 block SW Martin Luther Kinq Jr Ave	Each	$41.45
33	MLK Recreation Complex - 1510 NW 4th St (not baseball/football fields) including all ROW's to the south, north, east, and west; the Family Resource Center, pool (inside SW corner), gym and Barbara Washington Adult Activity Center (north side), around basketball and racquetball courts, playgrounds and exercise equipment, pavilions, mow behind wall on east end of the football (20 foot from wall) and concession stand.	Each	$414.57
34	Northside Park - 2000 NE 12th Terr	Each	$29.61
35	Ocala Regional Sportsplex - 3500 SW 67th Ave (not including sports turf). All alleyways between the softball and football fields. Boundaries - 67th Ave to the east. tree line to the south at the west fence line and the bollard line to the North. Mow around ticket booth, parking lot, around basketball and volleyball courts, lighted practice field on NE side of the park (not the field itself), maintenance shed, and all ROWs including ROW from 67th Ave. On the east to 25' past the line of trees on west side from the maintenance gate to ORS to the entrance to the water treatment plant to the north.	Each	$769.92
36	Ocala Model Railroaders Property (not including DRA) - 1247 NE 3rd St. Boundaries - Cemetery entrance to the east, fence line on either side of the Model Railroad building to the north, NE 3rd St to the south, fence line with houses to the west. Back area from the pond to the west and to the fence lines on the east, north and south.	Each	$41.45
37	OPD Tot Lot-2400 W Silver Springs Blvd. Parking lot to North, Wood line to the South, Retention area to west SW 24th Ave to the East	Each	$36.05

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ITEM	DESCRIPTION	UOM	Unit Cost
38	Poinciana Park - 1670 SW Ft Kinq St, ROW's	Each	$29.61
39	Rivers Tot Lot· NW 10th Ave & NW 1st St	Each	$29.61
40	Scott Springs Park - 2300 SW 24th Ave - fence line to the west and south, SW 24th Ave. to the west, tree line to the north, around back parking area. Several passes on the east side of the driveway to tree line. Keep ditch line mowed down. The west retention pond from top of embankment to the bottom of slope.	Each	$325.73
41	Second Chance Park - NW 19th Ave & NW 2nd St, ROW's	Each	$41.45
42	Tom's Park - 2300 NW Magnolia Ave - Including ROW's to the east and west, from street to street east to west, and fence line to the south and north, around the pond	Each	$148.06
43	West Heritage Trail-1000 W Silver Springs Blvd. South Silver Springs Blvd, North Property line. East NW 9th Ave, West NW 11th Ave	Each	$36.05
44	William James Walking Trail- 1600 block Martin Luther King Ave. - Mow 10' around th@ parking lot, excise equipment, both of sides of sidewalk from the parking lot to around the ORA., edge sidewalk and weed eat any amenties within the 10 feet.	Each	$60.77
45	Wyomina Park - NE 10th St & NE 11th Ave	Each	$71.07

Certificate Of Completion

Envelope Id: 5941640074544218BE9851A5B410D17A
Status: Completed
Subject: First Amendment - Grounds Maintenance Services, Southern Lawn Care Mid Florida, Inc. (REC/230068)
Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Brittany Craven
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
biverson@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
7/3/2023 8:36:18 AM
Holder: Brittany Craven
biverson@ocalafl.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: DocuSign

Signer Events	Signature	Timestamp
William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William E. Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/3/2023 8:39:31 AM Viewed: 7/5/2023 8:25:51 AM Signed: 7/5/2023 8:25:55 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
TIM MCQUAIG kawboy32x@gmail.com President Security Level: Email, Account Authentication (None)	DocuSigned by: TIM MCQUAIG 5F5BAB04FEEA49A... Signature Adoption: Pre-selected Style Using IP Address: 67.233.132.135	Sent: 7/5/2023 8:25:56 AM Viewed: 7/5/2023 9:15:13 AM Signed: 7/5/2023 9:17:45 AM
Electronic Record and Signature Disclosure: Accepted: 7/5/2023 9:15:13 AM ID: 4e171d3d-0bd8-4aff-8ef1-30f2ff524500		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/5/2023 9:17:46 AM Viewed: 7/5/2023 11:15:23 AM Signed: 7/5/2023 11:21:00 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Angel B. Jacobs ajacobs@ocalafl.org April 19 City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs F82769461C4E4E5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/5/2023 11:21:01 AM Viewed: 7/5/2023 11:29:58 AM Signed: 7/5/2023 11:30:08 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

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**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/3/2023 8:39:31 AM
Certified Delivered	Security Checked	7/5/2023 11:29:58 AM
Signing Complete	Security Checked	7/5/2023 11:30:08 AM
Completed	Security Checked	7/5/2023 11:30:08 AM

Payment Events	Status	Timestamps
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.

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AGREEMENT FOR GROUNDS MAINTENANCE SERVICES

THIS AGREEMENT FOR GROUNDS MAINTENANCE SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **SOUTHERN LAWN CARE MID FLORIDA, INC.** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 27-4898723) ("Vendor").

WHEREAS, on December 15, 2022, City issued an Invitation to Bid ("ITB") for the provision of grounds maintenance services at multiple locations throughout the City, ITB No.: REC/230068 (the "Solicitation"); and

WHEREAS, three (3) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Vendor was the lowest responsible bid; and

WHEREAS, Southern Lawn Care Mid Florida, Inc. was selected to provide grounds maintenance services at multiple locations throughout the City (the "Services");

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Vendor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   Exhibits to Agreement: The Exhibits to this Agreement are as follows:
   Exhibit A: Scope of Work (A-1 through A-7)
   Exhibit B: Price Proposal (B-1 through B-3)
3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, and permits necessary for Vendor to perform its obligations under this Agreement as set forth the attached **Exhibit A - Scope of Work** and Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** The highest total compensation payable to Vendor by City under this Agreement for the timely and satisfactory performance of services in compliance with the Contract Documents shall be **SIX HUNDRED FIFTY-THREE THOUSAND, EIGHT HUNDRED**

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FORTY-SEVEN AND NO/100 DOLLARS ($653,847) (the "Contract Sum") as full and complete compensation for the timely and satisfactory performance of services to the City over the Initial Term of the Agreement in accordance with the Contract Documents and unit pricing set forth below.

A. **Renewal Pricing Increases.** Pricing shall remain firm and fixed during the Initial Term of this Agreement. Any renewal price adjustment shall be subject to negotiation and must be approved by the City of Ocala. Vendor shall submit a written request for price adjustment identifying the reason for the price increase, and attach suitable documentation in support of same, no less than **NINETY (90) DAYS** prior to the expiration of the then existing Contract Term. No retroactive price adjustments will be allowed. Pricing increases shall not exceed the lesser of: (i) the amount of the percentage increase reflected in the Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted, based upon the most recent **TWELVE (12) MONTH** period; or (ii) **THREE PERCENT (3%) ANNUALLY** unless there are mitigating market conditions.

B. **Invoice Submission**. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, an Invoice Date and Location of Services. Vendor shall submit the original invoice through the responsible City Project Manager at: **Recreation and Parks Division Head**, 828 NE 8th Avenue, Ocala, Florida 34470 Attn: **Bill Rodriguez**, E-Mail: wcayro@ocalafl.org; Telephone: (352) 358-5503.

C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

E. **Excess Funds**. If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must

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also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

F. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **MARCH 8, 2023** and continue for a term of **THREE (3) YEARS**, through and including **MARCH 7, 2026**. This Agreement may be renewed for **TWO (2)** additional **ONE-YEAR (1-Year)** periods by written consent between City and Vendor.
6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.
   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure.
   C. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **INSPECTION AND ACCEPTANCE OF THE WORK**. All services, work, and materials provided by Vendor under this Agreement shall be provided under the direction and to the satisfaction and approval of the Project Manager.

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A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials, the rate of progress of the work, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Bid. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the Services.

B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or safety precautions or programs incident to Vendor's provision of Services under this Agreement.

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

(1) Vendor's performance or workmanship falls below acceptable City or trade standards;

(2) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

(3) Vendor provides material that does not meet the specifications of the Agreement;

(4) Vendor fails to complete the work required within the time stipulated in the Agreement; or

(5) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

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B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Vendor Default**. In the event Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;

(2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;

(3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and

(4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; or (ii) any other remedy as provided by law.

D. **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 Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **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 Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor 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. Vendor 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 Vendor as permitted under this Agreement and approved by City.

9. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.

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10. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
11. **VENDOR REPRESENTATIONS**. Vendor expressly represents that:

    A. Vendor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.

    B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.

    C. Vendor has had an opportunity to visit, has visited, and has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Vendor's own investigation.

    D. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

    E. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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12. **VENDOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
    A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures, and safety precautions or programs incident thereto.
    C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
    D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
    E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.
13. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
14. **STORAGE OF MATERIALS/EQUIPMENT**. Vendor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Vendor or City) to be utilized in the performance of or incorporated into the work.
15. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
16. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:

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A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
C. Policy must include coverage for contractual liability and independent contractors.
D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Vendor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

17. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Vendor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**
18. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.

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B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. Certificates of Insurance. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org. Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. Failure to Maintain Coverage. In the event Vendor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.

E. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.

F. Notice of Cancellation of Insurance. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.

G. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

H. Severability of Interests. Vendor shall arrange for its liability insurance to include, or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

18. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

    A. All employees on the work and other persons that may be affected thereby;

    B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and

    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

19. **TRAFFIC CONTROL AND BARRICADES.** Vendor shall mitigate impact on local traffic conditions to all extents possible. Vendor is responsible for establishing and maintaining appropriate traffic control and barricades. Vendor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

20. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other

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forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

21. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

22. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.

23. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.

24. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

25. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually

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incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

26. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor 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 Vendor 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 Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'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.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

27. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office

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of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

28. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
29. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
30. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
31. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
32. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

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33. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
34. **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.
35. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Southern Lawn Care Mid Florida, Inc. Attention: Tim McQuaig 13900 NE 41st Ter Anthony, Florida 32617 Phone: 352-304-3921 E-mail: kawboy32x@gmail.com
If to City of Ocala:	Daphne M. Robinson, Esq. - Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.org

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Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.org

36. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
37. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
38. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

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39. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
40. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
41. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
42. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
43. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
44. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
45. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
46. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a

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duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

47. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

48. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 3/14/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
James P. Hilty, Sr.
6FD4FC329B6F4DF...

James P. Hilty
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...

William E. Sexton
City Attorney

SOUTHERN LAWN CARE MID FLORIDA, INC.

DocuSigned by:
Southern Lawn Care Mid Florida, Inc.
5F5BAB04FEEA49A...

By: Southern Lawn Care Mid Florida, Inc.
(Printed Name)

Title: President
(Title)

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BACKGROUND

Contractor shall provide grounds maintenance services at multiple locations throughout the city. It shall be the responsibility of the successful party to maintain the sites outlined in the most efficient and effective manner. Contractor will provide all equipment, labor and materials necessary to provide these services.

EQUIPMENT REQUIREMENTS

Contractor must possess and properly maintain (for the duration of this contract) the following equipment:

1. Ten (10) weed eaters
2. Ten (10) edgers
3. Ten (10) backpack blowers
4. One (1) three-wheel blower
5. Two (2), forty-two inch (42") or greater zero turn mowers
6. Eight (8), fifty-two inch (52") or greater zero turn mowers
7. One (1) batwing mower
8. Three (3) trucks/trailers
9. Three (3) backpack sprayers
10. One (1), twenty-five (25) gallon tank sprayer

Working Hours: The normal/standard working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.

MOWING FREQUENCIES

Month	Cuts per month
January	1
February	1
March	2
April	2
May	4
June	4
July	5
August	4
September	4
October	2
November	1
December	1
Total:	**31**

***The City anticipates mowing frequencies as outlined above, however; the City reserves the right to adjust these frequencies as needed.**

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DEFINITIONS

1. Trash: Trash is defined as anything loose and useless (examples but not limited to) bottles, cans, paper, plastic bags, plastic bottles, plastic food wrappers and Styrofoam cups and plates.

2. Debris: Debris is defined as objects lying on the ground in an area to be mowed that are mostly organic (examples but not limited to) tree limbs less than six inches (6″) in diameter and smaller than six feet (6′) in length, tree branches, twigs, hedge clippings and sapling trimmings. One (1) or two (2) broken concrete blocks would qualify as debris but an abundance of blocks would be the City's responsibility to move. If the Contractor finds large items such as old tires, concrete blocks, old chairs or sofas, dead car batteries, etc., on a site to be mowed please call the City contact to report the findings and the City will remove and properly dispose of the debris. Otherwise, it is the Contractor's responsibility to remove and properly dispose of debris before mowing.

MOWING

1. Mowing and all related services at a park or parcel should be started and completed on the same day (weather permitting). For larger parcels, the Contractor should attempt to complete all work in one area and then move the operation to the next area of that parcel. The intent is that a parcel will not be left for days with the parcel mowed, but with high grass still standing around benches, bleachers, etc. waiting on follow up trimming and weed eating.

2. Mow at a height of two inches (2″) for Bahia grass, four inches (4″) inches for St. Augustine grass, and three inches (3″) for Zoysia grass. Mow Anderson Park at three inches (3″).

3. Mow all grassed areas in accordance with the frequency indicated on the price page proposal. Specific mowing dates and days will be set by the City. Contractor must follow City noise ordinance when planning mowing times.

4. The City does not include an allowance for delays caused by inclement weather; however, the City will grant time extensions, on a day-to-day basis for delays caused by the effects of rain or other inclement weather conditions. No additional compensation will be made for delays caused by the inclement weather.

5. Proper equipment must be used to mow mounds in the parks and parcels sites to prevent scalping, rutting, or cutting off tops of slopes with mowing equipment, causing soil erosion. Size of equipment needs to match the size of the area to be mowed. Note – This may require the use of hand equipment (push mowers, weed eaters, etc.) in limited areas.

6. All equipment must be properly maintained mechanically. The blades must be sharpened so that the grass is cut and not torn, causing damage to the grass plants. Tires must be equally inflated to avoid uneven cuts, etc. The Contractor is responsible for operating equipment at speeds that result in proper cuts.

7. Contractor must pick up and remove trash and debris in and around the area to be mowed to include fence lines before mowing and properly dispose of it so it is not chopped up by mower. The Contractor is responsible for a clean area (free of trash and debris) with neat appearance, even cut and no clumps

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of grass to remain in the mowed areas. If the cuttings leave a thick blanket like cover over the existing cut area the operator must repeat the cycle to scatter the grass cuttings. All mowed areas will be inspected by the City's contract monitoring group. Debris must be removed from the site; not thrown under trees.

8. The Contractor will be responsible for all damages incurred to any water sprinkler systems, fences, shrubs, trees, value boxes, etc., while performing the grounds maintenance. Leaning signs and bollards leaning due to contact with equipment will need to be straighten up. Any ground sprinklers damaged are to be repaired immediately to comply with water conservation regulations. All damages are to be reported to the User City where final disposition will be made as to replace and/or repair.

9. Backflow assemblies are located in various areas throughout the City. In the event a backflow assembly unit is damaged or destroyed by the Contractor, the Contractor shall be liable for all damages and shall be responsible for any costs associated with the repair or replacement of the unit(s). The Contractor's employees shall at all times have a wrench in their possession to shut off the water should damage occur. Report any damage within 15 minutes to Jeff Kerley, (352) 368-5527. In the event that Jeff Kerley cannot be reached, please call Parks Operations (352) 368-5550 or the Park Ranger on-call number (352) 789-1133.

10. Water meter damage should be reported to the Water Resources Department (352) 351-6772. Repairs must be made within 48 hours of damage occurrence, with the exception of utility related repairs, which must be completed as soon as possible.

11. No air blowers shall be used to blow grass debris into roadway. Grass clippings shall be blown away from roadways, but not into retention ponds. All cuttings must be kept off/removed from the streets, sidewalks, pavilions, restrooms trails, landscape beds and public art.

12. When mowing, grass is to be directed away from pools, ponds, retention areas, fences, athletic fields, landscape beds, gardens, plaza's, splash pads, playgrounds, artwork, picnic areas, fence lines and other park amenities. In insistences where mowing occurs around the above-mentioned areas, a rear discharge mower must be used. All cuttings must be kept off/removed from these areas and amenities. If cuttings do manage to get into these areas, Contractor shall be responsible for blowing those areas off, and/or costs to remediate the situation (i.e. cleaning out a pool).

TRIMMING AND WEED CONTROL

1. The use of chemicals in place of weed eating around parks amenities and support facilities is NOT permitted. Glyphosate and other non-selective herbicides and similar chemicals with application rates per the manufacturer's recommendations are only permitted to be used to spray fence lines and cracks in sidewalks and other paved surfaces or to kill or retard the growth directly under trees as specified herein and shall not be used for any other purpose unless written consent is provided by the City. All plans for use of herbicides must be approved in writing by the City Project Manager before herbicides are applied.

2. When using chemicals to treat fence lines, special care shall be used so chemicals are not sprayed onto adjacent private property and use a cone on the sprayer to prevent overspray. Care should be taken to not over spray onto adjacent turf. A three inch (3") swath is to be sprayed on either side of the fence to maintain grass and weed control providing the adjacent side of the fence is not private property. If

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the adjacent side is private property only a three inch (3") swath shall be sprayed on the City property. Once the vegetation has been trimmed down to ground level with a weed eater or similar device and the remaining vegetation removed from the fence, the area should be treated with chemicals. Trimming and chemical treating of said vegetation shall be done on the same day the mowing is done. Over spraying resulting in damage of grass will require exact replacement of sod at Contractor's expense.

3. A one foot (1') diameter area from the base of trees shall be maintained when trimming around trees. Chemically kill or restrict the growth directly under trees using Glyphosate and other non-selective herbicides or other suitable and equally effective herbicide. When chemically trimming around trees, special care is to be given to avoid spraying the suckers growing from the ground around the tree; this may damage or kill the tree. Removal of the bark by weed eater or other equipment that is greater than 25% of the diameter of the tree will result in the tree being replaced at the expense of the Contractor. This is common around Crape Myrtles and not normally found around Oaks and other common hard wood trees.

4. Sidewalks, courts (basketball, racquetball, tennis), parking lots, curbs and hard surface trails (asphalt/concrete) are to be mechanically edged (NOT chemically edged) and where there are cracks in the sidewalks, trails and curbs with grass and weeds growing through the cracks the vegetation shall be sprayed with an approved herbicide and after the vegetation is dead it is to be removed with a weed-eater or similar string device and remove debris as work is being done. Walking trails need to be edged once monthly, one the first mowing date of each month.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent Contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must have a visible company name/logo on the outside of the vehicle.

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MISCELLANEOUS

1. Report sinkholes found in any area to the City Parks Operations Division Head.

2. At least one crewmember must communicate fluently in English.

3. A supervisor or crew leader must be on-site to certify that all work has been completed according to the specifications of the contract. While the City will certainly monitor the Contractor's work for compliance with the contract specifications, it is **not** the City's responsibility to supervise or monitor the work of crews performing the work. If the City has to frequently contact the Contractor about issues, it is indicative of improper supervision by the Contractor, and the City may terminate the contract for cause.

4. Properties having gates: Any gates needing repair for failure to close, open, or lock must be reported to the department* responsible for that area. All gates must be closed and locked when finished mowing. *If Contractor is unsure of which City department is responsible for the gate in question, please notify the City Parks Operations Division Head.

5. All Contractor's employees are to wear shirts or have a badge which identifies their company, and all trucks belonging to the Contractor must bear the company's name. Shirts must be worn at all times while working on City property.

6. When working near roadways or within roadway medians, the Contractor shall wear an FDOT approved vest; and FDOT approved safety cones and FDOT approved "Men Working Signs" shall be placed appropriately in front of and behind their truck. The Contractor is responsible for fully understanding these requirements and costs related to compliance shall be included in Contractor's price proposal.

7. Contractor will submit a weekly report to the City Project Manager. The weekly report shall list the properties mowed, and identify any problems or issues at any of the sites as well as the Contractor's recommendations to resolve the issue or problem.

8. Contractor will suggest a schedule for what day each park is going to be mowed during the week and shall provide that schedule to the City Project Manager for approval. The City reserves the right to designate the scheduled mowing day for any particular property as needed to accommodate City programming schedules and will discuss same with Contractor when establishing the schedule

9. All properties will be mowed in a one week period (one cycle). During March to May when the properties are mowed every other week, the properties shall all still be mowed in one week (and not split up between the two weeks).

10. To allow for bad weather or other unforeseen issues, certain properties may be mowed on Saturday. This extra day is not intended to be used every week, but only in the above mentioned circumstances.

11. If a property is not mowed within the one week period (Monday thru Saturday), then the property will not be mowed until the next mowing cycle and regularly scheduled day. The properties that are not mowed during that cycle will not be billed or paid by the City. It will be the City's responsibility to

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determine if the properties missed during that cycle will need to be mowed before the next cycle. If so, the City will mow them.

12. The properties should be mowed according to the schedule to avoid having more than seven (7) days between mowing during the weekly mowing schedule.

13. If the Contractor is regularly not able to complete the scheduled mowing cycle as outlined above, the City will interpret this to mean that the Contractor does not have the resources to successfully execute this contract and may terminate the contract for cause.

14. A batwing mower can be used at Lillian Bryant and Ocala Regional Sportsplex to assist in getting the parks mowed in the allotted time. The Contractor may store this piece of equipment at WRF #3 under the following conditions:
    A. The City will not provide a covered storage area.
    B. The City will not be responsible for any damage to the equipment while it is stored on City property.
    C. The equipment will only be accessible at WRF #3 from 8am to 5pm during the week.
    D. All other specifications must be complied with.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish, the following services/data to the Contractor for the performance of services:

    A. Access to City buildings and facilities to perform the work.
    B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
    C. Provide office facilities for the Contractor, if needed.

2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Installation shall be in compliance with all requirements and instructions of applicable manufacturers.
4. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.

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6. Data collected by the Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
7. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.

SUB-CONTRACTORS

1. Contractor must perform a minimum of 30% of the work with their own forces.
2. Services assigned to sub-Contractors must be approved in advance by the City Project Manager.

SAFETY

1. The Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-Contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

EXHIBIT B - PRICE PROPOSAL

EXHIBIT B - PRICE PROPOSAL			CONTRACT# REC/230068
Southern Lawn Care Mid Florida Inc			
ITEM	**DESCRIPTION**	**UOM**	**Unit Cost**
1	Scotty J. Andrew Park• SE 11th Ave and SE12th Terr• Mow at three (3) inches	Each	$53.30
2	Big Sun Soccer Complex · 2811 SE 36th Ave · All common areas (no athletic fields) and entrance from 36th Ave both sides of the road, parking lots.	Each	$384.90
3	Clyatt Park - 1401 SE 17th St, including the old electric substation site (lot withsmall building on it to the west of the parking lot). Mowinq does not include baseball field.	Each	$142.14
4	E.L Foster Walking Trail- 2025 SE 31 St. mow 10 feet on either side of the walking trail, edge sidewalk and weed eat around any amenties within the 10 feet.	Each	$148.00
5	Fisher Park - 900 SE 22nd St	Each	$87.80
6	Fort King National Historic Landmark - 3800 block of NE Ft King St - from Ft King to the south, tree lines on all sides, 3900 block National Landmark from Ft King to the south. Tree lines on all other sides, including around the house (not trails), encampment area on east side, Kline property {NW 41 Ave.} around the fort to tree line, field north of the fort, DAR area, around house (3841 E. Ft. King St) to the south of the fort.	Each	$148.00
7	Fort King Tennis Center - 3301 SE Ft King St Mow and weed eat all grass within the North, South, East and West fence line interrior of the the Fort King Tennis Center. Mow and weed eat around bollards to the north and east alonq the driveway (not to include the ORA).	Each	$59.22
8	East Highway 40 Gateway· Median just west of the intersection of Highway 40/NE 44th Terr.	Each	$53.30
9	Highlands East - 3100 block of SE 13th St	Each	$53.30
10	Highlands West - SE 13th St and 29th Terr	Each	$41.45
11	Idvlweir Park - SE 10th Ave & SE 10th St	Each	$41.45
12	Jervey Gantt Park • 2400 SE 36th Ave (including Masonic property) includes dog park and ROW around the park, all sides of the park, Coleman Center, pool (NW corner inside of fence}, MOMS Park (ROW on west side along SE 17th ST roadway), around the basketball, raquetball, volleyball, and tennis courts, all pavilions, outside of (not the actual field) the football, t-ball and softball fields, all areas where the trails go, and parking lots. Park boundaries · Ocala Christian School, SE 17th St and County Health Dept to the north, SE 36th Ave to the east, SE 24th St to the south, and SE 32nd Ave/YMCA to the west. Common areas (around all buildings and bleachers) within the fenced areas around the football fields, but not including the football fields.	Each	$947.60
13	Jim Kirk Park - 2913 NE 9 Ave mow eastern side from the north property line south to walking trail (south of the playground), from western rentention pond to eastern property line, mow 10 feet on either side of the rest of the walking trail	Each	$118.45
14	Nature Park- 1600 block of SE 30th Ave. Boundaries - SE 30th Ave to the east, SE 29th Terr to the west, and from fence line to fence line on the north and south sides. This includes all ROW's.	Each	$118.45
15	Ocala Golf Clup- 3130 E. Silver Springs Blvd. Open area behind back nine restrooms, 11th Tee to the north 12th Fairway to west, 13th Fairway to the East, Retention Pond to the South	Each	$75.00
16	Powhattan Park - 3729 SE 3rd St - Both sides of the street, including ROW's.	Each	$47.38
17	Ritterhoff Park - 1400 block of SE 17th St.	Each	$47.38
18	Sliver Pines Walking Trail - 1600 block NE 40th Ave mow 10 feet on either side of the walking trail, edge trail and weed eat any amenties within the 10 feet.	Each	$130.29

EXHIBIT B - PRICE PROPOSAL

19	Todd C. Prosser - SE 12th St/SE 11th Ave includinq trianqle to the southwest of the park	Each	$47.38
20	Turnipseed Park · SE 5th St, SE7th St, and SE 13th Ave	Each	$47.38
21	Tuscawilla Park - NE 3rd St (South) to NE 9th St (North} and RR tracks (West) to NE 8th Ave (East). Mow around Reilly Art Center (mow St. Augustine grass at 4", weed eat south side hill and around hollies on the east side), Senior Center, Discovery Center, American Legion, Girl Scout house, Recreation & Parks Administration building (weed eat hill on east side), Pavilion to the south of the auditorium, playground, tennis and basketball courts, vacant lot east of the VFW building (on 8th Avenue), the east pond, east parking lot (NE Sanchez Ave. And NE 4th St.) and the west pond to the waters edge, all ROW's on all sides of the park. Do NOT mow baseball field. Recreation Operations Center (410 NE 3rd Street by Fire Station), north parking lot from the railroad tracks to the west, Sanchez on the east, NE 9th St to the south and skate park to the north.skate park (rentention area}, property north of the skate park from Sanchez on the east-bottom of embarkment on the north side, railroad track to the west and skate park to the south.	Each	$947.60
22	Walker Park - SE 7th St and SE 17th Ave	Each	$47.38
23	Chazal Park - 800 block of NE 10th Ave, including slopes of retention pond arid ditch line	Each	$148.00
24	Community Garden • West Highway 40/NW 24th Ave - whole block including ROW	Each	$88.83
25	Carver Park- SW 7th St and SW 13th Ave -Road way on west, north and east side to include Boys & Girls Club of Marion. North of FWC fenceline boardering the south and west property line of the Boys & Girls Club of Marion to the Northern boudary of Carver Park alonq SW 6th St.	Each	$266.51
26	Heritage Nature Conservancy - 2005 NE 3rd St/North entrance 525 NE 18th Ave, maintenance road on east side to rentention pond on west side, out to NE 3rd St., all open areas in the middle, both side of trail	Each	$71.07
27	Legacy Park Walking Trail- 701 SW 9th Ave. mow 10 feet on either side of the walking trail, edge trail and weed eat any amenties within the 10 feet and mow around the parkinq lot and park sion	Each	$177.67
28	Lamb Park - NW 13th St and NW 9th Ave - Including ROW's to the west, east and north	Each	$53.30
29	Lillian Bryant Park - 2200 NW 17th Pl - NW 23rd to the west, to fence line to the north and east, NW 14th to the south, not softball field, mow ROW around the park	Each	$379.04
30	Marimere Park - 122 NW 25th Ave	Each	$29.61
31	MLK Memorial Park - 500 block SW Martin Luther Kinq Jr Ave	Each	$41.45
32	MLK Recreation Complex - 1510 NW 4th St (not baseball/football fields) including all ROW's to the south, north, east, and west; the Family Resource Center, pool (inside SW corner), gym and Barbara Washington Adult Activity Center (north side), around basketball and racquetball courts, playgrounds and exercise equipment, pavilions, mow behind wall on east end of the football (20 foot from wall) and concession stand.	Each	$414.57
33	Northside Park - 2000 NE 12th Terr	Each	$29.61
34	Ocala Regional Sportsplex - 3500 SW 67th Ave (not including sports turf). All alleyways between the softball and football fields. Boundaries - 67th Ave to the east. tree line to the south at the west fence line and the bollard line to the North. Mow around ticket booth, parking lot, around basketball and volleyball courts, lighted practice field on NE side of the park (not the field itself), maintenance shed, and all ROWs including ROW from 67th Ave. On the east to 25' past the line of trees on west side from the maintenance gate to ORS to the entrance to the water treatment plant to the north.	Each	$769.92

35	Ocala Model Railroaders Property (not including DRA) - 1247 NE 3rd St. Boundaries - Cemetery entrance to the east, fence line on either side of the Model Railroad building to the north, NE 3rd St to the south, fence line with houses to the west. Back area from the pond to the west and to the fence lines on the east, north and south.	Each	$41.45
36	OPD Tot Lot-2400 W Silver Springs Blvd. Parking lot to North, Wood line to the South, Retention area to west SW 24th Ave to the East	Each	$36.05
37	Poinciana Park - 1670 SW Ft Kinq St, ROW's	Each	$29.61
38	Rivers Tot Lot· NW 10th Ave & NW 1st St	Each	$29.61
39	Scott Springs Park - 2300 SW 24th Ave - fence line to the west and south, SW 24th Ave. to the west, tree line to the north, around back parking area. Several passes on the east side of the driveway to tree line. Keep ditch line mowed down. The west retention pond from top of embankment to the bottom of slope.	Each	$325.73
40	Second Chance Park - NW 19th Ave & NW 2nd St, ROW's	Each	$41.45
41	Tom's Park - 2300 NW Magnolia Ave - Including ROW's to the east and west, from street to street east to west, and fence line to the south and north, around the pond	Each	$148.06
42	West Heritage Trail-1000 W Silver Springs Blvd. South Silver Springs Blvd, North Property line. East NW 9th Ave, West NW 11th Ave	Each	$36.05
43	William James Walking Trail- 1600 block Martin Luther King Ave. - Mow 10' around th@ parking lot, excise equipment, both of sides of sidewalk from the parking lot to around the ORA., edge sidewalk and weed eat any amenties within the 10 feet.	Each	$60.77
44	Wyomina Park - NE 10th St & NE 11th Ave	Each	$71.07

Item Details

File Number: 2023-0616

ID #:	2023-0616	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	8	**In Control:**	City Council
				File Created:	02/22/2023
Presented By: :				**Final Action:**	03/07/2023

rmal Title: Approve three-year contract with Southern Lawn Care Mid Florida, Inc. for Recreation & Parks grounds maintenance services with an aggregate expenditure amount not to exceed $653,847

Internal Notes:

		Target Meeting:	03/07/2023
Sponsors:		**Enactment Date:**	
Attachments:	FOR COUNCIL - Grounds Maintenance, Southern Lawn Care Mid Florida Inc. (REC 230068), BID TABULATION-REC 230068	**Enactment Number:**	
:ommendation:		**Hearing Date:**	
Entered by:	dsimpkins@ocalafl.org	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/07/2023	Approved				Pass

Action Text:

Notes: Council Member Bethea asked if the acreage was increased in the contract. Parks Operation Division Head Bill Rodriguez-Cayro responded yes; the acreage was increased to allow the City to focus on turf maintenance.

Mayor Guinn asked if the contract includes cemetery/DRA maintenance. Director of Public Works Darren Park responded cemetery/DRA maintenance is managed by the Public Works Department.

There being no further discussion the motion carried by roll call vote.

Aye: 5 Council President Mansfield, Council Member Bethea Sr, Pro Tem Dreyer, Council Member Musleh, and Council Member Hilty Sr

Text of Legislative File 2023-0616

Submitted By: Preston Pooser

Presentation By: Bill Rodriguez-Cayro

..end
Department: Recreation and Parks

STAFF RECOMMENDATION (Motion Ready):

Approve three-year contract with Southern Lawn Care Mid Florida, Inc. for Recreation & Parks grounds maintenance services with an aggregate expenditure amount not to exceed $653,847

..end

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Quality of Place

PROOF OF PUBLICATION:
Bid released to the public: 12/15/2022

BACKGROUND:
On December 15, 2022, the City issued its Invitation to Bid ("ITB") No. REC/230068 for Recreation & Parks grounds maintenance services. On January 25, 2023, bids were received from three (3) vendors. The bid from SLC Ocala, LLC was rejected as non-responsive due to failure to meet the licensing requirements as set forth in the solicitation. Bid results for the remaining responsive bidders are summarized below:

FINDINGS AND CONCLUSIONS:
· Southern Lawn Care Mid Florida, Inc. meets all solicitation requirements for the provision of Recreation and Parks grounds maintenance services. After a review of references and all other bid criteria, staff recommends awarding the contract to Southern Lawn Care Mid Florida, Inc.
· The term of the agreement is for three years, with two optional one-year renewals upon mutual written consent of both parties.
· The annual contract amount for Recreation & Parks grounds maintenance services is $217,948.98, which yields an aggregate total of $653,846.94 over the three-year contract term.

FISCAL IMPACT:
The contract for Recreation and Parks grounds maintenance services will have an annual fiscal impact of $217,948.98. Recreation and Parks grounds maintenance services are budgeted in the Recreation and Parks Department Budget (001-021-120-572-57-34010). Adequate funds are budgeted to cover the cost of these services.

PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
· Approve with Changes
· Table

- Deny

File #: 2026-0762 Agenda Item #: 10h.

Submitted By: Todd Swanson

Presentation By: Todd Swanson

Department: Human Resources and Risk Management

FORMAL TITLE:
First Amendment to the Agreement for Third Party Liability/Workers' Compensation Claims Administration Services between the City of Ocala and PMA Management Corp. renewing the agreement for an additional three-year term and establishing a total contract sum not to exceed $802,239

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable, Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
On May 30, 2023, the City entered into an agreement with PMA Management Corp. (Contract No. RSK 230094) to provide third-party administration services for the City's liability and workers' compensation claims. The original contract term runs from April 1, 2023, through March 30, 2026.

Pursuant to the terms of the agreement, one three-year renewal period is available. PMA has formally confirmed its consent to extend the contract for the renewal term. The first amendment renews the contract for the three-year period, April 1, 2026, through March 30, 2029, and establishes a total not-to-exceed amount of $802,239 for claims administration services during the renewal term, consistent with the pricing outlined in the amendment.

PMA Management Corp. is the City's current third-party administrator and provides claims handling, reporting, compliance, and program support for all liability and workers' compensation claims.

FINDINGS AND CONCLUSIONS:
Renewing this agreement maintains continuity in claims management and ensures the City continues to meet statutory and administrative obligations associated with workers' compensation and liability programs. PMA's continued service supports operational efficiency, improved claims handling, and mitigation of risk exposure. Staff recommends approval.

FISCAL IMPACT:
The contract sum for the renewal term shall not exceed $802,239 for the period April 1, 2026, through March 30, 2029. $267,413 annually is budgeted in account 626-099-999-590-81-31010. No budget amendment is required.

PROCUREMENT REVIEW:
These services were procured in compliance with the City's procurement policy.

LEGAL REVIEW:
This amendment will be reviewed and approved for form and legality by City Attorney William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

FIRST AMENDMENT TO AGREEMENT FOR THIRD PARTY LIABILITY/WORKERS' COMPENSATION CLAIMS ADMINISTRATION SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR THIRD PARTY LIABILITY WORKERS' COMPENSATION CLAIMS ADMINISTRATION SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **PMA MANAGEMENT CORP.**, a for-profit corporation duly organized and authorized in the state of Florida (EIN: 23-2652239) ("Third Party Administrator," "TPA," or "Contractor").

WHEREAS, on May 30, 2023, City and TPA entered into an Agreement for Third Party Liability/Workers' Compensation Claims Administration Services (the "Original Agreement"), City of Ocala Contract No.: RSK/230094, for a term of three years from April 1, 2023, through March 30, 2026; and

WHEREAS, City and TPA now desire to renew the Original Agreement for the sole three (3) year renewal period available under the terms of the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and TPA agree as follows:

1. **RECITALS**. City and TPA hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement, as amended, between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except, for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional three (3) year term beginning on **APRIL 1, 2026,** and terminating **MARCH 30, 2029.**
4. **COMPENSATION.** City shall pay TPA a price not to exceed **EIGHT HUNDRED TWO THOUSAND, TWO HUNDRED THIRTY-NINE AND NO/100 DOLLARS ($802,239)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of services.
5. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to TPA:

PMA Management Corp.
Attention: Michael Hurst
2701 N Rocky Pointe Drive
Island Center Suite 250
Tampa, Florida 33607
Phone: 804-928-6580
E-mail: michael_hurst@pmagroup.com

If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** TPA, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this First Amendment on _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____

By: _____
(Printed Name)

City Council President

Approved as to form and legality:

_____

By: _____
(Printed Name)

Title: _____
(Title)

PMA MANAGEMENT CORP.

_____

By: _____
(Printed Name)

Title: _____
(Title)

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AGREEMENT FOR THIRD PARTY LIABILITY/WORKERS' COMPENSATION CLAIMS ADMINISTRATION SERVICES

THIS AGREEMENT FOR THIRD PARTY LIABILITY/WORKERS' COMPENSATION CLAIMS ADMINISTRATION SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PMA MANAGEMENT CORP.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 23-2652239) (hereinafter referred to as "Third-Party Administrator," "TPA," or "Contractor").

WHEREAS, on December 19, 2022, City issued a Request for Proposal ("RFP") for the provision of third-party liability and workers' compensation claims administration services to the City of Ocala's Risk Management Department, RFP No.: RSK/230094 (the "Solicitation"); and

WHEREAS, three (3) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the proposal submitted by PMA Management Corp., was found to be the highest ranked proposal as scored by the City; and

WHEREAS, PMA Management Corp., represents that it has the professional experience and expertise required to provide the necessary third-party liability and workers' compensation claims administration services to the City's Risk Management Department and is willing to do so pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and TPA agree as follows:

1. **RECITALS**. City and TPA hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and TPA shall only include: (a) this Agreement; and (b) those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-13)

      Exhibit B: Proposal – PMA Management Corp. (B-1 through B-32)

   If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, and then (2) Exhibit B.

3. **SERVICES.** TPA shall provide all materials, labor, supervision, tools, accessories, and equipment necessary for TPA to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and **Exhibit B – Proposal**. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.

   A. **Staffing Requirements**. TPA shall provide the City with off-site workers' compensation claims adjusting and administration services for medical only and lost-time claims. In addition to off-site workers' compensation claims adjusting and administration services, TPA shall provide at least one (1) full-time experienced General Liability and Automobile Liability

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adjuster to work in the City's Risk Management offices Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. (excluding holidays). TPA shall also provide a part-time experienced adjuster that may work remotely and must provide dedicated claims adjusting 24-hours a day, three (3) days per week. City reserves the right to request the replacement of the adjusters appointed by TPA to service the City under this Agreement.

B. **Disclosure of Vendor Relationships**. City requires full and total transparency with its vendor relationships. Therefore, any commission, service fee or other form of remuneration paid to any agent, broker, lobbyist or third party must have been identified in TPA's proposal for these services. This obligation shall continue throughout the term of this Agreement.

4. **COMPENSATION.** City shall pay TPA an amount not to exceed the sum of **EIGHT HUNDRED TWO THOUSAND, TWO HUNDRED THIRTY-NINE AND NO/100 DOLLARS ($802,239)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory provision of services over the initial contract term in accordance with the Contract Documents, in addition to the other fees set forth in the Exhibit A – Other Service Fee Schedule attached to Exhibit B of this Agreement. The Contract Sum shall be payable to TPA in quarterly installments in the amount of **SIXTY-SIX THOUSAND, EIGHT HUNDRED FIFTY-THREE AND 25/100 DOLLARS ($66,853.25)**.

A. **Pricing**. The Contract Sum shall be payable to TPA in accordance with the Pricing and Fee Schedule set forth in the Pricing Proposal submitted by TPA in response to the City's solicitation for these Services. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.

B. **Commissions and Fees.** The Contract Sum together with the other fees set forth in the *Exhibit A – Other Service Fee Schedule* attached to Exhibit B of this Agreement shall serve as full and complete compensation for TPA's professional services as outlined in **Exhibit A - Scope of Work** and/or **Exhibit B - Proposal**.

(1) No additional compensation shall be due or payable to TPA or any other third-party for the services provided by TPA under this Agreement.

(2) The flat fee paid by the City must be the only remuneration to the Proposer for services provided to the City. Proposer must receive no revenue for these services from subcontractors.

(3) **Failure by TPA to disclose subcontractor compensation agreements or understandings to City in advance shall constitute material breach and service as grounds for termination of this Agreement.**

C. **Invoice Submission**. TPA shall submit invoices to City on a quarterly basis for services rendered and said invoices shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Original invoices shall be submitted through the responsible City Project Manager at: **City of Ocala Risk Management Department, Attn: Richard Dennis, E-Mail: rdennis@ocalafl.org ; Telephone: (352)401-3989**.

D. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

E. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by TPA; (ii) is inadequate or defective

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and has not been remedied or resolved in a manner reasonably satisfactory to the City Project Manager; or (iii) which fails to materially comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to TPA within **THIRTY (30)** calendar days of the TPA's remedy or resolution of the inadequacy or defect.

F. **Excess Funds**. If due to mistake or any other reason TPA receives payment under this Agreement in excess of what is provided for by the Agreement, TPA shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of TPA's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate allowed by law.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. TPA shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will TPA be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **EFFECTIVE DATE AND TERM**. This Agreement shall become effective and commence on **APRIL 1, 2023** and continue in effect through and including **MARCH 30, 2026** (the "Initial Contract Term"). This Agreement may be renewed for **ONE (1)** additional **THREE-YEAR (3-year)** period by written consent between City and TPA.

6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution.

   C. TPA performance shall be extended for a number of days equal to the duration of the force majeure. TPA shall be entitled to an extension of time only and, in no event, shall TPA be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **RULES AND REGULATIONS**. TPA shall be responsible for complying with all rules and regulations promulgated by the various agencies prescribing practices and procedures of self-insurer service companies. TPA agrees to reimburse the City for any fines, penalties, or assessments leveraged against the City by the State of Florida, or other regulatory agency, for

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failure to comply with such rules and regulations, to include those related to any reporting associated with TPA's performance or any other responsibility of TPA.

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of Notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination**. This Agreement may be terminated:

      a. by mutual agreement of the parties;

      b. by TPA if City is in default in payment of any fees or expenses due hereunder or fails to maintain the requisite claim funding levels as required herein and TPA has given City prior written notice of such default five days prior to the date set for termination;

      c. by the non-breaching party if the other party breaches (other than a monetary breach) under any of the terms, covenants and conditions hereunder and the non-breaching party has given the breaching party prior written notice of such breach 20 days prior to the date set for termination and the breaching party has failed to cure such breach prior to the termination date;

      d. by one party if the other party becomes insolvent or bankrupt, is placed into receivership, makes an assignment for the benefit of creditors, or is levied upon or sold by Sheriff's sale; or

      e. by TPA or City if TPA fails to obtain any required state or federal licensing for providing services hereunder.

   B. **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 TPA without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

   C. **Termination for Convenience**. Each party reserves the right to terminate this Agreement in for convenience without penalty or recourse upon not less than thirty (30) days prior written notice to the other party. Upon receipt of the notice, TPA 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. TPA 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 TPA as permitted under this Agreement and approved by City.

9. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate TPA's performance. Any such evaluation will become public record.

10. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason (other than termination of this Agreement in accordance with its terms), shall be subject to future

bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

11. **TPA REPRESENTATIONS**. TPA expressly represents that:

    A. TPA has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by TPA under this Agreement.

    B. TPA has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by TPA in the Contract Documents, and that the City's written resolution of same is acceptable to TPA.

    C. TPA is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

    D. **Public Entity Crimes.** Neither TPA, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. TPA understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" TPA further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12. **TPA RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the TPA:

    A. TPA shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

    B. TPA shall be solely responsible for the means, methods, techniques, sequences, or procedures, and safety precautions or programs incident thereto.

    C. TPA shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

    D. TPA shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

E. Except as expressly provided herein, TPA shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as TPA and City may otherwise agree in writing.

13. **CITY RESPONSIBILITIES.**

A. City shall timely produce complete and accurate information including, but not limited to, current financial information, statements of values, loss information, and any other information necessary for the effectuation of insurance coverage at the request of the TPA.

B. City will provide TPA with a notice of any material changes in the City's business operations, risk exposures, or in any other material information provided under the Scope of Work. In addition, TPA shall confirm the accuracy and recommend any changes to insurance policies issued to City.

14. **EXCESS REPORTING.** TPA will report to City's excess insurance carrier or carriers ("**Carrier(s)**") all claims serviced by TPA which meet City's excess insurance reporting requirements, subject to the following requirements:

A. City shall promptly provide TPA with copies of all applicable excess policies and contact information, as well as amended or modified policies, endorsements, and any excess claim reporting thresholds or standards agreed by the City and Carrier(s).

B. City shall direct Carrier(s) to promptly provide TPA with copies of all claim notice confirmations, claim reports, and any similar reports provided by Carrier(s) to City.

C. City shall promptly provide claim data for conversion to TPA's computer system for purposes of determining historical loss information.

D. City's failure to meet the requirements set forth above shall relieve TPA of its obligation to report excess claims to Carrier(s). TPA shall not be obligated to report any claims not serviced by TPA.

E. TPA will attempt to collect non-aggregate excess claim recoveries on behalf of the City for a period of 180 days (from the date of the initial request), after which TPA will turn over pursuit of the outstanding balance to the City for the reimbursable funds and possess no further collection obligations or responsibilities for that outstanding balance.

15. **SECTION 111 REPORTING.** City understands and acknowledges that it is a Responsible Reporting Entity ("RRE") as defined by the Centers for Medicare and Medicaid Services ("CMS"), and is responsible for the reporting requirements as set forth in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.

A. City authorizes TPA or TPA's designee to undertake City's Section 111 reporting requirements as City's Account Manager/Reporting Agent as it relates to City's Qualified Claims. City further agrees to fully cooperate with TPA, including the execution of any documents necessary for such authorization.

B. TPA shall not provide any Section 111 reporting services for City's Record Only Claims

C. TPA shall not undertake Section 111 reporting activities for City's claims which were converted from City's prior TPA to TPA but were never serviced by TPA

D. City acknowledges and agrees to provide TPA with complete, accurate, and timely data, as well as completed CMS documentation, for Section 111 reporting purposes.

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E. Upon receipt of complete, accurate claim data, TPA shall commence reporting of City's data to CMS, and shall continue for as long as TPA provides claims handling services for City's Qualified Claims.

F. TPA shall have no liability for any failure of (i) City to register as a RRE; (ii) City to execute any documents necessary to authorize TPA or TPA's designee as its Account Manager/Reporting Agent; or (iii) City or its prior TPA to report City's claims when they were first required to do so.

16. **FUNDING.**

A. TPA will maintain a non-interest-bearing checking account in TPA's name ("**Payment Account**") with TPA's bank, which is to be funded by City but which TPA will administer for the purposes of paying Qualified Claims and ALAE, in accordance with the procedures set forth in this Section. TPA will provide City with a monthly schedule ("**Payment Register**") outlining all claim payments, ALAE, and correction items funded by TPA and will contain the name of the payee, date of payment, amount of payment, and claim number for all transactions occurring during the prior month.

B. The Payment Account will initially be funded by City in the amount equal to three months estimated claims payments and ALAE, which amount may be revised at TPA's discretion at any time based upon actual claims and expense payment history. Within 15 calendar days of the receipt of the Payment Register and statement, City shall reimburse TPA for the total amount of payments made, which reimbursement shall replenish the Payment Account to its required balance. If at any time the Payment Account balance is depleted by 75% or more during any given month, TPA shall provide written notice of such depletion to City, and City shall replenish the balance within two business days of receipt of notice.

C. TPA is not obligated to pay any claims or expenses on behalf of City unless the required funds are made available by City to TPA to do so. Should TPA advance funding on the part of City, then City shall immediately reimburse TPA or TPA will stop providing services, including ceasing to pay claims and expenses, until full reimbursement has been received and any related TPA bank charges, fees, or penalties have been paid by City. TPA shall have no liability to City for any penalties, fines or assessments incurred due to City's failure to maintain sufficient funds in the Payment Account or TPA's election to stop performing services as a result thereof. Should City fail at any time to maintain the required funding after receiving notification from TPA, TPA will stop providing all services, including ceasing to pay claims and expenses, until such funding has been restored and any related TPA bank charges, fees, or penalties have been paid by City.

17. **RISK MANAGEMENT INFORMATION SYSTEM(RMIS).** City will have access to TPA's RMIS for up to three users, provided City agrees to the terms and conditions of the License Agreement when first accessing TPA's RMIS.

A. TPA warrants TPA's RMIS against malfunctions, errors, or loss of data which are due solely to errors on its part. If City notifies TPA in writing and furnishes adequate documentation of any such malfunction, error, or loss of data, then:

(1) in the event of a malfunction, error, or loss of data, upon notice from City within 20 days of the event, TPA will recreate the reports designated by City without an additional fee, using data as of the recreation date.

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(2) the maximum and only liability of TPA for such malfunction, error or loss of data shall be its obligation to recreate reports or regenerate data as described above.

B. THE WARRANTIES STATED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TPA BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS, OR GOODWILL OR OTHER DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SECTION, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, EVEN IF TPA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

C. City shall adhere to state and federal law with regard to protecting the privacy of any claimant whose information may appear in TPA's RMIS. City agrees to use all available security features and to notify TPA promptly of all potential and actual breaches of the system.

D. City agrees that no information in TPA's RMIS will be used as a pretext for retaliatory or other illegal or unfair discriminatory employment practices in violation of any federal or state statute or regulation.

E. City agrees to limit access to TPA's RMIS to those persons who perform the essential functions of claim and risk management, including protecting security access passwords and communications, except that this provision is not intended to limit City from generating and using reports and statistics for legitimate business purposes.

F. Unless otherwise stated, City's access to TPA's RMIS will end upon termination of the Agreement.

18. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with TPA or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources. The City is not obligated to procure any insurance or to use Agent for insurance it might wish to procure; the City may do so independently at any time with no notice.

19. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

20. **GENERAL LIABILITY INSURANCE.** TPA shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.

C. Policy must include coverage for contractual liability and independent contractors.

D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

21. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver**.

22. **PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS INSURANCE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing - until the fifth anniversary of the expiration of this Agreement - professional liability or errors and omissions insurance coverage for wrongful acts in an amount not less than One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) aggregate, exclusive of defense costs. It is recognized that this type of insurance is only available on a claims-made basis and additional insured endorsements are not available.

23. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Consultant's insurance coverage, excluding professional liability, shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Consultant shall not be interpreted as limiting Consultant's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Consultant's interests or liabilities or to protect Consultant from claims that may arise out of or result from the negligent acts, errors, or omissions of Consultant, any of its agents or subcontractors, or for anyone whose negligent act(s) Consultant may be liable.

B. No insurance shall be provided by the City for Consultant under this Agreement and Consultant shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. Certificates of Insurance. No work shall be commenced by Consultant under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Consultant allow any subcontractor to commence work until all similarly required certificates

and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Consultant shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org.** Consultant's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. City as an Additional Insured. The City of Ocala shall be added as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.

E. Notice of Cancellation of Insurance. Consultant's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Consultant's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Consultant to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.

F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Consultant. Consultant's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. Severability of Interests. Consultant shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

24. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the TPA shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

25. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of TPA or any other persons or organizations having a direct contract with TPA, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor

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of TPA or any other persons or organizations having a direct contract with TPA, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any vendor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

26. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The TPA also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
27. **INDEPENDENT CONTRACTOR STATUS.** TPA acknowledges and agrees that under this Agreement, TPA and any agent or employee of TPA shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither TPA nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither TPA nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by TPA in its performance of its obligations under this Agreement.
28. **ACCESS TO FACILITIES.** City shall provide TPA with access to all City facilities as is reasonably necessary for TPA to perform its obligations under this Agreement.
29. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
30. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by TPA under this Agreement be abandoned, or should TPA become insolvent, or if TPA shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
31. **PUBLIC RECORDS.** TPA shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, TPA 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.

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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 TPA 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 TPA or keep and maintain public records required by the public agency to perform the service. If TPA transfers all public records to the public agency upon completion of the contract, TPA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TPA keeps and maintains public records upon completion of the contract, TPA 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 TPA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TPA'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.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

32. **AUDIT.** TPA shall reasonably comply and cooperate with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

33. **PUBLICITY.** TPA shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

34. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://everify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

35. **CONFLICT OF INTEREST.** TPA is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. TPA shall further disclose the name of any City employee who owns, directly or indirectly, any interest in TPA's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

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36. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

37. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

38. **INDEMNITY.** TPA shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of TPA, its agents, and employees. Neither party shall be liable to the other party for punitive or consequential damages.

39. **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.

40. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices may also be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to TPA:	PMA Management Corp. Attention: Michael Hurst 2701 N Rocky Pointe Drive Island Center Suite 250 Tampa, FL 33607 Phone: 804-928-6580 Cell: 804-928-6580 E-mail: Michael_hurst@pmagroup.com
If to City of Ocala:	Daphne Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, FL 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.org

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Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, FL 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.org

41. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

42. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

43. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

44. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

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45. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
46. **MUTUALITY OF NEGOTIATION.** TPA and City acknowledge that this Agreement is a result of negotiations between TPA and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
47. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
48. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
49. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
50. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
51. **ELECTRONIC SIGNATURE(S).** TPA, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
52. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
53. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties have executed this Agreement on 5/30/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
James P. Hilty, Sr.
6FD4FC329B6F4DF...
James P. Hilty
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...
William E. Sexton
City Attorney

PMA MANAGEMENT CORP.

DocuSigned by:
Michael MacAulay
61F9A9DCCD2E4AB...

Michael MacAulay
(Printed Name of Authorized Signatory)

President
(Title of Authorized Signatory)

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BACKGROUND

The Third-Party Administrator ("TPA") will provide claims adjusting and related services to the Risk Management Department. The TPA will be responsible for claims administration for Workers' Compensation, third party liability, and records management for first party claims. This includes, but is not limited to, Medicare Section 111 mandatory reporting requirements, Bill review, Medical Case Management, Utilization Review and Medical Provider Network as well as program implementation services.

Only TPAs' legally entitled to conduct business in the State of Florida will be considered

The terms and conditions concerning Administrative Services, Claims Services, and Loss Statistic Services indicated in this Contract are those desired by the City.

SUMMARY OF WORK

Contractor must agree to provide all of the following services:

- Administrative services
- Claims services
- First notice of injury services
- Loss statistic services
- Network access and development services
- Pharmaceutical benefit management service
- Communicable disease management program service
- Subrogation services (outside the normal adjuster subrogation responsibilities) notate percentage if applicable

  City requires full and total transparency with its vendor relationships. Therefore, any commission, service fee or other form of remuneration paid to any agent, broker, lobbyist or third party must be identified throughout the term of the Contract.

  Contractor must identify all sub-contractors who will be used to provide the services outlined in this Contract. The flat fee paid by the City must be the only remuneration to the Contractor for services provided to the City. Contractor must receive no revenue for these services from sub-contractors.

  The TPA will be required to provide detailed Summary of Paid Losses and Reserves for Workers' Compensation, Auto Liability and General Liability. This includes data prior to inception of Contract, and TPA will be required to work with the current Provider to access information needed for reporting.

A. Staffing Requirements

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Contractor shall provide the City with off-site workers' compensation claims adjusting and administration services for medical only and lost-time claims.

In addition to off-site workers' compensation claims adjusting and administration services, the Contractor must provide at least one (1) full-time experienced General Liability and Automobile Liability adjusters to work in the City's Risk Management offices Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. (excluding holidays) The Contractor must also provide a part time experienced adjuster that may work remotely, and provide dedicated claims adjusting 24 hours 3 days per week . The City will consider alternative staffing proposals for case-load and/or cost-efficiency, providing that at least one (1) full-time and one (1) part-time adjuster is included in the proposal.

B. Compliance with Rules or Division of Workers' Compensation

It shall be the responsibility of the Contractor to comply with all rules and regulations promulgated by the various agencies prescribing the practices and procedures of self-insurer service companies. Contractor will be responsible for all required EDI DWC reporting.

Contractor must agree to reimburse the City for payment of any fines, penalties, or assessments assigned by the State of Florida, or other regulatory agency, for failure to comply with such rules and regulations, including EDI reporting associated with the performance or responsibility of the service company.

C. Access to Claim Files

The Contractor agrees the City shall have real-time access to all claim files, including all adjuster notes, supervisory notes, field case management notes, diary items, payment records, medical bills and expense bills in an electronic manger with internet-based access available to the City. The Contractor should detail how this access to claims will be provided. A minimum of 5 users must be provided to the City at no additional cost.

D. Ownership of Claim Files

The City shall have all right, title, interest, and ownership to all loss statistics and claim files created as a result of the services to be provided by the Contractor. Further, at the sole option of the City, and upon ten (10) days written notice, the Contractor shall return such files to the City.

At the termination of the Contract, and at the sole expense of the Contractor, the Contractor shall provide the City with computer tapes or other computer media containing all the claim data. Such data shall be made available in a format generally importable into a commonly recognized database for claims administrative services.

E. Audit of File and Procedures

At the sole option of the City, TPA shall agree, at no additional cost to the City, to any audits conducted by the City or the City's designee (hereinafter, "Auditor") of TPA's claim files and procedures as they relate to the services under this Agreement. City shall have the right to audit during the Contract period and for five years following the termination of the Agreement.

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F. Audit Records

1. **Definition**: The term "Records" shall mean all documentary and electronic records of TPA and TPA's subcontractors related to the services performed under this Agreement including, but not limited to:
   a. Financial records (including accounting records, payroll records, timesheets, audited and unaudited financial statement)
   b. Contracts (including Contractors with subcontractors and Contracts between subcontractors and others)
   c. Contractor performance data
   d. Network and Provider agreements
   e. Cost data
2. **Right to Audit**: At the sole option of the City, TPA shall agree, at no additional cost to City, to allow Auditor to have access to Records of TPA and Records of TPA's subcontractors for the purpose of reviewing and auditing such Records. Any Records requested for audit or review must be related to the services provided under this Agreement. City shall have the right to audit Records during the contract period and for five (5) years following the termination of the Agreement.

G. Proprietary Documents

To the extent TPA or TPA's subcontractor designates any "Records" requested for audit as "Proprietary Records" (i.e., containing confidential information, trade secrets, or provide information), TPA shall be allowed to limit the access of Auditor such that Auditor will only be permitted to review such Proprietary Records in controlled conditions at a TPA chosen location in Marion County, Florida. With respect to such Proprietary Records, Auditor's rights will be limited to on-premises review of such Records and Auditor will not be permitted to retain copies or make reproductions of such Records. Such designation of Records as proprietary by TPA or TPA' proprietary by TPA or TPA's subcontractor shall only be made to the extent reasonable grounds exist for TPA of TPA's subcontractor to protect the information contained in such Records.

H. Administrative Service

The Contractor is requested to provide the following administrative services:

1. In accordance with state mandated time frames; TPA must prepare and file with the appropriate state agencies all applications, bonds, documents, and data required (if any) for implementation and continuance of the program.
2. In accordance with state mandated time frames, prepare, maintain, and file all records and reports as may be required by legal authorities (State, local, and federal).

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3. Prepare, maintain, and file statistical or other records and reports as required by the City's excess insurers. Report claims to the City's excess insurer(s) in accordance with the requirements of excess insurer(s). Provide a copy of the reports to the City. Follow specific written investigation procedures for any case for which the Excess Worker's Compensation Insurer requires specific notification or investigation.
4. In accordance with state mandated time frames, prepare, maintain, and file statistical information required by Workers' Compensation Rating Bureaus or appropriate state agencies, including EDI and data necessary for the promulgation of experience modifications.
5. Comply fully with all rules, regulations, guidelines or procedures established by the City and the State of Florida, including EDI.
6. Provide the City, annually, with the latest paylag report from the State of Florida.
7. Recognize the City will be continuing a Workers' Compensation program which focuses on respecting the injured worker and the medical Providers providing care. Contractor must be committed to work collaboratively with the City to effect program changes and enhancements as requested by the City. Contractor must be committed to work collaboratively with the current third-party claims administrator when appropriate.
8. Annually, provide the City with a SSAE 16 audit as required by the financial auditors.
9. Retain legal counsel as required and authorized by HR/Risk Management and provide investigative and other support to that legal counsel.
10. Procure investigative services and other "expert" services as authorized by HR/Risk Management.
11. Meet with the City to coordinate a timely and efficient transition.
12. Converting data for all existing claims. The TPA will assume all adjusting responsibility for carry over files.
13. Ensure claims conversions are correct with respect to data integrity – to include, but not limited to, data mapping, historical financial transactions, payment history and classification.

I. Preferred Provider

Contractor will be required to establish and maintain a list of preferred Providers. These Providers may be medical doctors, physical therapists, chiropractors, and any other service Provider whose services may be required. The TPA will endeavor to initiate agreement with these Providers in an effort to obtain their services at rates of reimbursement beneficial to the City.

J. Claims Service

Contractor must provide the following claims services:

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1. Establish reporting procedures which are compatible with the needs and organizational structure of the City.
2. Develop specific service instructions with the City for the handling of the City's claims. Develop specific service instructions with the City for the handling of the City's catastrophic claims.
3. Establish a claims file on all incidents reported by the City.
4. Establish and maintain reasonable reserves on all active claims.
5. Timely investigate all reported incidents and make a determination of the claim's compensability. At a minimum, such investigation shall include telephonic interviews with the claimant, the employee's immediate supervisor, any and all witnesses and the initial treating physician. Such interviews should be concluded within 24 hours of the administrator receiving notification of the claim.
6. Obtain recorded statements from the claimant and all witnesses if any aspect of the claim is questionable.
7. Monitor the medical treatment of the claimant and pursue timely Maximum Medical Improvement (MMI) dates from the treating physician.
8. Pay and or record all benefits in accordance with the Florida Statues.
9. Reduce all medical bills in accordance with the State Fee Schedule.
10. Coordinate with the City to determine that feasibility of a light duty position, and obtain the opinions of the treating physician regarding the claimant's ability to perform the duties of such positions.
11. Coordinate with the City, and its defense counsel on all litigated matters.
12. Advise the City of all claims that could benefit from the assignment of Nurse Case Management and provide such services at the direction of the City.
13. Report claims that could possibly pierce the self-insured retention of the City to its Excess Insurer and provide periodic reports in accordance with the terms and conditions of its policies.
14. File necessary documentation to the City's Excess Insurer and obtain reimbursements on a timely basis.
15. Pursue all potential subrogations to the full extent of the law including, but not limited to, class action settlements the City may be party to.
16. Electronically capture all claims costs and prepare detailed loss history reports on a monthly basis. In addition, the City desires to receive loss history information in Microsoft Excel format on a monthly basis.
17. Maintain detailed adjuster and nurse case manager's notes documenting all claim activity.

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18. Provide real time, online access to the City's claims to include adjuster and nurse case manager's notes.
19. Provide the City with written narrative reports every sixty (60) days on all major claims documenting recent claim activity and strategies on the future handling of the claim. The definition of major claims will be determined jointly by the administrator and the City.
20. File all State mandated reports on behalf of the City.
21. Periodically as appropriate, but at least every quarter, review all open cases and complete a strategic action plan in order to assist in the settlement of the cases and discuss at a claims review meeting with City staff. This claims review can be conducted via phone or in person. Such as written reviews shall include a review and verification of outstanding reserves. Participate in quarterly reviews of field case management progress and legal progress. A written summary of the review shall be documented in the open case file and shall be documented in the open case file and shall be provided to the City within ten working days after the end of the period for which the report is being made.
22. Pursue timely and cost effective settlements in accordance with the City's approval and protocols.

K. Loss Statistic Services

Costs for this component are to be included in the Contractor's flat annual fee, and, as a minimum the following shall be included:

It is the desire of the City that loss information is available to designated Risk Management personnel (read only access) through an on-line computer system provided by the TPA.

Individual Claim Details: The following required details (but not limited to) are to be included for each claim assigned.

1. Employer (City of Ocala)
2. Department or Division
3. Claim Number (City)
4. Claimant's name and occupation
5. Date of injury
6. Nature of injury (including specific body part)
7. Description of accident (including location, equipment or vehicle involved, if any)
8. Indemnity paid to date
9. Reserve for future indemnity
10. Medical paid to date
11. Reserve for future medical
12. Total allocated claims expense paid to date

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13. Attorney cost paid to date
14. Reserve for future allocated claims expense
15. Cross reference for multiple claimant accident/occurrences - all accidents or occurrences involving more than one claimant (whether workers' compensation, general liability and/or automobile liability) are to be identified.

L. Reports

Reports are to be grouped by fiscal year by date of accident. The required reports are to be presented in the following formats to include the following: ("City" reserves the right to alter report content and format requirements at any time with reasonable notice to the TPA).

1. Employer (City of Ocala)
2. Major Department/Division - Individual claim details to be grouped by such major department/divisions as designated by Risk Management.
3. Claim Summaries - For each department/division and for all combined departments/divisions in each entity, the required reports are to include claim summaries showing:
   a. Total number of claims
   b. Total number of closed indemnity claims
   c. Total number of open indemnity claims
   d. Total number of closed medical only claims
   e. Total number of open medical only claims
   f. Total number of claims closed without payment
   g. Total indemnity paid to date
   h. Total reserves for future indemnity
   i. Total medical paid to date
   j. Total reserves for future medical
   k. Total allocated expense paid to date
   l. Total attorney cost as a part of claims expense
   m. Total reserves for future allocated claims expense
4. Frequency of Reports:
   a. Current fiscal year - Monthly
   b. Previous fiscal years - Quarterly
   c. Quarterly reports are to continue until all claims for the Contract period have been closed.

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NOTE: Workers' Compensation claims are to be shown separately from any other claims.

5. Severity Report (Loss Run):

   On a quarterly basis a report shall be provided which includes only those claims for which the total cost incurred (paid and reserved) is $10,000 or more. This severity report shall include the same data as required above.

6. Subrogation Reports:

   On a quarterly basis a report shall be provided on all claims for which the TPA has pursued (whether successful or not) subrogation, contribution, indemnity or recovery from special or second injury funds on behalf of the "City". In addition to the Claim Details of Loss Statistic Services, the following shall be included.

   a. Claim number
   b. Name of party from whom recovery is sought
   c. Anticipated amount to be recovered
   d. Amount recovered to date

7. Loss Fund Reconciliation: A loss fund, held in trust, will be established and maintained. This fund is to be periodically replenished by the entity and the Contractor shall be required to provide biweekly reports as follows:

   a. Replenishment of the loss fund will be provided on an as-needed basis with the Contractor sending appropriate documentation of expenditures, including copies of check stubs or a copy of the check register, with a request for funds.

   b. Reconciliation reports are due to Risk Management on a biweekly basis. They will include the following and will include a copy of the bank statement: (reports with copy of actual bank statement will be copied to the Finance Department. Risk Management to supply proper contact and address information).

      - Date of report
      - Balance at inception
      - Total disbursement
      - Balance at close
      - Request for replenishment of funds if needed
      - Current check register
      - Copy of actual bank statement

M. Medical Bill Review and Audit Services

Contractor is required to provide the following medical bill review and audit services:

1. For Medical Bill Review:

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Promptly review medical/surgical bills (in and out of network) for accuracy including, but not limited to, as they relate to the following:

a. Duplicate billings

b. Unbundling of charges

c. Upcoding of charges

d. Approval and appropriate precertification.

2. Review all medical bills that:

   a. Are not subject to fee schedule coding.

   b. Are for services not specifically addressed in the fee schedule.

   c. Need an in-depth medical interpretation of the rules and regulations.

   d. In the exercise of professional judgment, specifically warrant review.

3. Process, pay and mail with 20 days of receipt.

4. Reimburse the City for any overpayments made in the bill review process within 30 days of identification of overpayment. Reimburse the City for any penalties and/or interest associated with inaccurate payments.

5. For Medical Auditing Services:

   Audit in-network and out-network hospital/Provider bills

   a. Exceeding $5,000.

   b. Where a departmental charge exceeds 10% of the total bill, excluding room and board charges.

   c. Others at the Contractor's discretion or specific request by the City for accuracy and appropriateness.

6. Develop and follow written policies on how late charges, no show charges and special payment arrangement are to be handled.

N. Pharmaceutical Management Services

The Contractor shall recommend a prescription benefit management (PBM) vendor. Details regarding the PBM's services should be provided, including access, utilization review services, coordination of claims data and reporting.

Contractor is requested to address the issue of physician dispensing and the high cost of repackaged drugs. Contractor should describe how their other Florida based clients have handled this issue.

O. Contagious Disease Management Services

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The Contractor must assist the City in the investigation of and management of the contagious disease management. When an employee contracts a contagious disease for which there is a likelihood the disease exposure occurred on the job, the City will treat the illness as a workers' compensation claim. The administrator will be expected to assist in the investigation of these situations, provide quarterly (or more often, at the request of the City) reporting regarding these situations, as appropriate provide disease management services and manage these claims as workers' compensation claims.

P. General Liability, Automobile Liability, Property Damage and Subrogation –City of Ocala

Utilizing personnel itemized above, together with other TPA personnel, the TPA shall provide the following:

1. Compliance with Appropriate State Statutes: The responsibility of the TPA to comply with all applicable State Statutes and Ethical Procedures for handling liability claims shall be no less than those responsibilities which would be imposed on an insurer were the program fully insured. Any fines or penalties incurred by the TPA while performing for the City shall be the responsibility of the TPA unless the circumstances leading to the fines and penalties were the sole responsibility of the City.
2. Administrative Services: The TPA shall:
   a. Prepare, maintain and file in a timely manner, all records and reports as may be required by legal authorities (local, state and federal).
   b. Prepare, maintain and file statistical or other records and reports as required by excess insurers; place excess insurers on notice of claims pursuant to requirements outlined in those policies.
   c. Retain legal counsel as required and authorized by HR/Risk Management Director and provide investigative and other support to that legal counsel.
   d. Procure investigative services and other "expert" services as authorized by Risk Management.
   e. While the City believes the reserves to be accurate, the successful Contractor will be required to review each open claim and establish its independent evaluation of the projected cost.
3. Claims Services: The TPA shall:
   a. Establish a claims file on all incidents reported by the City.
   b. Establish and maintain appropriate reserves on all active claims.
   c. Timely investigate all reported incidents and make an initial evaluation of the City's liability.
   d. Develop recommended defenses in a timely fashion.
   e. Coordinate all claim activity until advised by the City that the claim has been assigned to the City's Attorney. Once a claim has been assigned to the City's Attorney, provide

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all claim documentation to the City Attorney or defense counsel and continue to coordinate claim activity at his/her directions.

f. Coordinate with the City and its defense counsel on all litigated matters.

g. Pursue all potential subrogation to the full extent of the law including but not limited to class action settlements the City may be a party to.

h. Timely Report claims that could possibly pierce the self-insured retention of the City to its Excess Insurer and provide periodic reports in accordance with the terms and conditions of its policies.

i. File necessary documentation to the City's Excess Insurer and obtain reimbursements on a timely basis.

j. Provide the City with written narrative reports every sixty (60) days on all major claims documenting recent claim activity and strategies on the future handling of the claim. The definition of major claims will be determined jointly by the administrator and the City.

k. Provide recommendations to the City and obtain approval for outside services such as appraisers and field investigators.

l. Maintain detailed adjuster's notes on all claim activity.

m. Arrange for the responsible adjuster and his/her supervisor to attend quarterly claim review meetings.

n. Respond to all questions raised by the City or its representative(s) in a timely fashion.

o. Pursue timely and cost effective settlements in accordance with the City's approval and protocols.

p. Maintain all closed files for a period of time acceptable to the City and return such files to the City if requested.

q. Cooperate and assist the City in the performance of claim audits/reviews.

r. Other services customary to effective claims administration services.

4. Loss Statistic Services: Costs for this component are to be included in the Contractor's flat annual fee, and as a minimum the following shall be included:

   a. It is the desire of the City that loss information is available to designated Risk Management personnel (read only access) through an on-line computer system provided by the TPA.

5. Individual Claim Details: The following required details (but not limited to) are to be included for each claim assigned.

   a. Employer (City of Ocala)

   b. Department or Division

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c. Claim number (specific to entity)

d. Claimant's name and occupation

e. Driver and Vehicle Type (if motor vehicle accident)

f. Date of accident

g. Description of accident including location and nature of injury if applicable

h. Bodily or personal injury paid to date

i. Reserve for future property damage

j. Total allocated claims expense paid to date

k. Total attorney cost paid to date

l. Reserve for future allocated claims expense

m. Coding to indicate claims in suit

n. Identification of multiple claimant accident/occurrences - all accidents or occurrences involving more than one claimant (whether General Liability, Automobile Liability or both) are to be identified.

6. Reports: Reports are to be grouped by fiscal year by date of accident. The required reports are to be presented in the following formats to include the following:

a. Employer (City of Ocala)

b. Department or Division - Individual claim details to be grouped by such major department/divisions as designated by HR/Risk Management Director.

c. General liability (bodily injury and property damage) claims are to be reported separately from all other claims.

d. Automobile liability (bodily injury and property damage) claims are to be reported separately from all other claims.

e. Property Damage claims shall be reported separately from all other claims.

f. Claim summaries - For each category in 3) above and for each department/division and for all departments/divisions in each entity, the required reports are to include claim summaries showing (where applicable):

1. Total number of claims

2. Total number of open claims

3. Total number of closed claims

4. Total paid (bodily injury and property damage) to date per claim

5. Total attorney cost paid to date per claim

6. Total expenses paid per claim

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7. Total incurred (paid plus reserves) per claim

g. Frequency of Reports:

1. Current fiscal year - Monthly
2. Previous fiscal years - Quarterly
3. Quarterly reports are to continue until all claims for the Contract period have been closed.

h. Severity Report (Loss Run):

On a quarterly basis, or as specifically requested by HR/Risk Management Director, a report shall be provided which includes only those claims for which the total cost incurred (paid and reserved) is $10,000 or more. This severity report shall include the same data as required in D.2 above (Individual Claim Details of Loss Statistic Services.)

i. Subrogation Reports:

On a quarterly basis a report shall be provided on all claims for which the TPA has pursued (whether successful or not) subrogation, contribution or restitution on behalf of the City. In addition to the data required by Individual Claim Details of Loss Statistic Services, the following shall be included.

1. Claim number
2. Name of party from whom recovery is sought
3. Amount recovered to date
4. Estimated amount yet to be recovered

j. Loss Fund Reconciliation: A loss fund, held in trust, will be established and maintained. This fund is to be periodically replenished by the City and the TPA shall be required to provide biweekly reports as follows:

1. Replenishment of the loss fund will be provided on an as-needed basis with the TPA sending appropriate documentation of expenditures, including copies of check stubs or a copy of the check register, with a request for funds.
2. Reconciliation reports are due to Risk Management on a bi-weekly basis. They will include the following and will include a copy of the bank statement:
    a. Date of report
    b. Balance at inception
    c. Total disbursement by G/L, A/L and P/D
    d. Balance at close
    e. Request for replenishment of funds if needed
    f. Current check register



PMA COMPANIES

TPA & RISK SERVICES PROPOSAL FOR

WORKERS' COMPENSATION, PROPERTY & CASUALTY

Presented to:

CITY OF OCALA
GOD BE WITH US
MARION COUNTY, FLORIDA

PMA MANAGEMENT CORP.

Michael Hurst
Sales Manager
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RFP No.: RSK/230094
Closing Date: January 26, 2023
Effective Date: April 01, 2023

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Cover Letter

January 18, 2023

Ms. Eileen Marquez – Senior Buyer
City of Ocala Procurement Department
110 Southeast Watula Avenue - 3rd Floor
Ocala, FL 34471

Dear Ms. Marquez,

On behalf of PMA Management Corp., thank you for the opportunity to submit a proposal to continue serving the City of Ocala and provide Workers' Compensation, Property and Casualty Third-Party Administrative (TPA) & Risk Services. It has been a pleasure working with the City of Ocala, and I believe we have made great progress together.

We understand that the business and risk management priorities of the City of Ocala include creating a safer, healthier workplace, safeguarding its assets, and reducing its total cost of risk. Our approach to risk management aligns our priorities with yours, helping to maximize the results we can achieve together.

This proposal outlines why PMA Management Corp is the best choice to continue serving as your partner in managing risk. In addition to the City of Ocala, we provide risk services to 200+ distinct clients in the public entity sector. PMAMC has 50 years of experience serving public entities. Key highlights of our workers' compensation TPA & Risk Services proposal include:

- Unique **holistic approach**—which provides pre-loss, loss-reduction, and post-loss strategies to reduce your total cost of risk
- An **innovative company with a stable leadership team**, and **service-driven culture**—all focused on protecting workers while preventing claims and reducing their costs
- **Industry expertise** earned through **decades of experience and research collaboration** with various national self-insurance and public risk organizations
- A professional **service team** leveraging PMA's 100 years of specialized risk management expertise and infrastructure
- **Low target caseloads** for claims professionals to facilitate greater focus on each claim
- An ever-evolving and fully integrated **managed care program** that uses a strategically sequenced, data-driven approach to assess lost-time claims and cost-effectively get injured workers the right care at the right time
- **24/7 Customer Service Center** that supports you, your injured workers, and their medical providers, enabling our claims professionals to focus on cost-effective claims resolutions.
-

At PMA Management Corp., we have created a 100-year success story one relationship at a time; we consider the City of Ocala to be an important chapter in that story. We are passionate about doing what we say and delivering exceptional value to our clients. We look forward to the opportunity to continue as your partner in managing risk, improving your program results, and exceeding your service expectations.

Sincerely,

Michael Hurst
PMAMC Sales Manager
PMA Companies |Old Republic Insurance Group
Tax ID: 23-2652239
2701 North Rocky Pointe Drive Island, Center Suite 250, Tampa, FL 33607
T: 813.207.4428 | C: 813.965.1346
Michael_Hurst@PMAGroup.com

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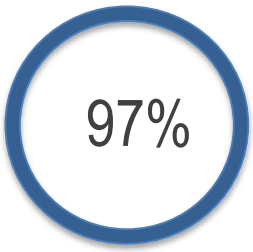
Executive Summary



Years TPA & Risk Services Expertise



National Award-Winning Clients



Average Customer Retention



Average PMA Client Tenure

Old Republic International (ORI) is a Fortune 500 firm, the parent company of PMA Companies, and one of the nation's 50 largest shareholder-owned insurance organizations with consolidated assets of $24.98 billion (as of December 31, 2021).

PMA Management Corp. (PMAMC) is a leading provider of workers' compensation, property and casualty third-party administration and risk services for self-insureds, unbundled large deductible and self-insured retention programs, groups, trusts, captives, pools and programs. PMAMC's client retention averages 97% and client satisfaction averages 95% per independent surveys. PMAMC aims to deliver tangible value every day, striving to exceed our clients' service expectations and improve their financial results.

PMAMC has over 30 years of property, casualty and workers' compensation experience. Our company's performance reflects an innovative spirit, a focus on service and partnership and a corporate structure that promotes accountability and exceeding customer expectations.

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Our Results-Focused Claims Service

Loss Reporting

PMAMC offers **the City of Ocala a selection of in-house claims reporting options** so you can choose the channel that's most convenient for the City of Ocala. PMAMC can receive first notice of loss (FNOL) reports electronically through PMAMC's website or through PMAMC Cinch®, our internet-based risk management information system. You can report losses from mobile devices, including iPhones, iPads, Android smartphones, and tablets. Telephone, fax, and mail reporting options are also available to the City of Ocala and its employees.

Claims reported electronically are immediately assigned a PMAMC claim number. That claim number will instantly be provided to the submitter and can be shared with your injured parties involved in the claim. For all reported claims, acknowledgement letters will be e-mailed to designated client contacts.

Optionally, for Workers' Compensation, PMAMC offers PMA Care24, a convenient **24/7 telephonic claim intake and first level clinical assessment** of the employee's injury by a Registered Nurse at the point of injury. The Registered Nurse serves as a patient advocate in determining the appropriate level of treatment pursuant to the injury assessment. If medical treatment is recommended, the employee will be referred to a provider within the PMAMC or client's Preferred Network. This interaction becomes the sole point of claim reporting to PMAMC and helps mitigate costs, unnecessary treatment utilization, and claim reporting redundancies.

PMAMC's Customer Service Center

Our 24/7, multilingual Customer Service Center (CSC) is available to answer high-level claims service needs of the City of Ocala, their employees, injured parties, medical providers, and vendor partners. PMAMC's CSC provides a suite of support services for our claims professionals resulting in the ability for claims teams to focus on adjusting functions. Our investment in this key department is what continues to differentiate PMAMC in the marketplace and allows us to maintain low claims professional turnover and strong satisfaction of our employees and customers.



45,000+ Calls
Handled monthly

20 Seconds
To answer a call

<1.5% Rate
Of call abandonment

PMAMC's CSC is a center of excellence in providing exceptional quality of **data integrity and capture at claim intake**. Our Customer Service representatives are measured by their ability to capture and display the most accurate information in the claim files, including employee demographics, location coding data, and items required by state EDI.

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Workers Compensation Early Intervention Model

Once a claim is reported, PMAMC deploys our people, processes, and powerful claims management information system (CMIS) to identify high exposure claims characteristics like comorbidities, psycho-social factors, injured worker age, body mass index (BMI), and length of employment. This critical information helps our claims professionals and triage nurses intervene early in the process to deliver a proactive approach designed to achieve positive outcomes



Injury Occurs

RMIS Internet Reporting
Telephonic Reporting
Fax or Email Reporting

PMA Care24

Optional Clinical Triage Service
Injury Intake
Direction of Care
Automatic FNOL Generation

Clinical Triage

Lost Time Claims
Nurse Review
Clinical Intervention

Claims Resources

Multi-Tier, Experienced Claim Sta
Right Claim, Right Person
Right Time

Enhanced Services

Subrogation Specialist
OSHA Specialist
Recover at Work Specialist
Point of Sale Pharmacy Nurse
Legal Bill Analyzer

Predictive Modeling

Proprietary Algorithm
FNOL Model
30 Day Model

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Property & Casualty Claim Process

Accident Occurs
Internet Reporting
Telephonic Reporting
Fax or Email Reporting

Coverage Verification
Coverage Experts
Investigation
Jurisdictional Expertise

Fast-Track
Right Claim
Right Person
Right Time

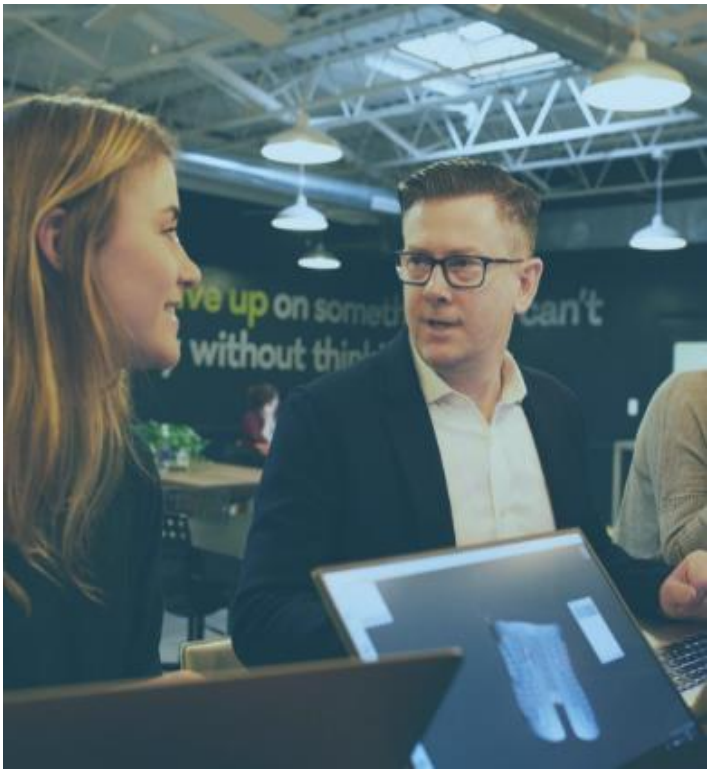
Claims Resources
Multi-tier, experienced claim staff
Complex Loss/Litigation Specialist

Enhanced Resources
Subrogation Specialist
Legal Nurse Review
Strategic Vendor Partnerships
Legal Bill Analyzer

Upon receipt of your casualty and property claims, we will conduct an aggressive investigation that includes contact with all parties, onsite investigation coordination, liability determinations, and evaluation of alleged damages. **Early contact with all parties involved** in the loss provides us with the information needed to properly determine liability.

On-site investigations will be coordinated where appropriate. These investigations would be monitored and controlled by the service team. All investigations would be coordinated with the appropriate Risk Manager. Investigations will include photographs and diagrams to assist in liability and damages determination. Official reports such as police, fire, weather, autopsy, and toxicology will be obtained to assist our investigation.

Purchase orders, leases, contracts, and certificates of insurance will be reviewed to identify potentially responsible parties and facilitate risk transfer.



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Claims Handling

Upon receipt of a claim, **PMAMC will ensure accuracy of all data points** provided on FNOL and follow-up for any missing information or any updates as needed. PMAMC claims system offers our customers the ability to track additional data fields specific to their business need that could be captured at the time of the claim reporting or throughout the life of the claim. These **custom codes** are viewable to our clients in PMAMC RMIS - Cinch®.

PMAMC designed our claims service to **reduce our clients' overall exposures and control costs**. Each step of our comprehensive claims program for workers' compensation, property and casualty has been structured to achieve results, including driving claims to resolution in a timely, thorough, and cost-effective manner.

We recruit and retain claims professionals with strong technical knowledge in all lines of business. In fact, our adjusting staff has **an average of 12 years of workers' compensation** claims handling experience and **an average of 10 years of property and liability** claims handling experience. PMAMC supervisors have **over 15 years of experience**. We leverage our roots as an insurance company with liability claims professionals who not only understand these distinct coverages, but also how best to resolve their claims. As part of our holistic approach, we maintain a tight linkage between claims management, PMAcare+, and risk control—enabling us to continually identify and **help you address emerging loss trends** while seeking to reduce your loss costs.

Upon receipt of a claim from the City of Ocala, a claim is generated in PMAMC claims system and referred to the supervisor for review and assignment. The supervisor utilizes their knowledge and claims facts available to assess claim complexity, provide guidance and determine the level of Claims Professional expertise that will be needed to most appropriately handle the file. The supervisor assigns the claim to the selected individual. The Claims Professional will receive an activity in the claims system notifying them of the claim receipt.

All claims are reviewed by the Claims Professionals within **24 hours of receipt** from the client and 24-hour contacts are completed. The number of contacts made on each claim is defined by **Special Handling Instructions** and PMAMC Best Practices. The Claims Professional will review the Special Handling Instructions for any guidelines on initial claim handling. During the initial investigation, the Claims Professional obtains all the necessary information that will be required to make a compensability determination for workers' compensation claims or a liability assessment in property and liability claims. **All of the information obtained is documented in the log notes and will be visible to the City of Ocala in our PMAMC RMIS system - Cinch®**. Additionally, Claims Professionals are **responsible for updating the data fields** that are mandatory for the state, carrier and client reporting. If the contact attempts are unsuccessful, the Claims Professional will follow-up via a letter or an email (if available) and make additional telephonic attempts to reach all parties.

PMAMC values customer service as a key result area of the Claims Professional staff. Therefore, upon reaching the parties involved in the claim, the Claims Professional will ensure that each contact is provided with all of the information necessary about the claim, next steps, outstanding items, etc. The Claims Professional will request any and all necessary information, including payroll records, police reports, medical records, investigative reports, and other relevant documents and upload them to the claim file.

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For workers' compensation claims, it is the Claims Professional's responsibility to **ensure appropriate EDI filings** are completed timely and accurately. Additionally, workers' compensation lost time claims are evaluated by a PMAMC nurse case manager to **determine the need for clinical intervention** or nurse assignment. If the claim complexity and Special Handling Instructions indicate the need for a telephonic or a field case manager, a nurse is assigned to the file to work in collaboration with the Claims Professional **to help bring the injured worker back to safe and gainful employment**.

PMAMC's Predictive Severity Model

PMAMC has developed a **proprietary algorithm** based on the claim information gathered over multiple decades of claim handling experience. The Predictive Analytics tool encompasses multiple models that incorporate **45 different data points** and analyzes their influences on claim exposure and likelihood of claim payment as the data points relate to each other. This model identifies combinations of factors that influence ultimate claim exposure and duration and serves as a tool to bring supervisor and claims professional attention to the key components of the claim to ensure the appropriate claim assignment and intervention at the right time.

PMAMC developed 2 main models to assist with claim exposure and duration analysis. These models are run daily to provide ongoing input and recommendations to the claims team:

1. The Severity Escalation at FNOL Model
This model produces a risk **score from a selection of low, moderate, or high**. This score serves as guidance to the claims team in determining, upon receipt of the initial claim, the proper trajectory for claim assignment to the correct claims professional. A low-risk score reflects a strong probability of the claim resulting in overall low ultimate probable exposure, where as a high risk score would drive supervisor assessment and assignment to the senior claims professional for complex analysis and handling. This FNOL model serves to ensure that the right claims are assigned to the right skill set level (based on complexity) at the right time within the life of a claim file.

2. The Severity Escalation at 30-day Model
This model builds upon the FNOL model and relies on the additional information that has been gathered by the claims professional since the loss was initially reported and throughout the first 30 days of the claim. This **additional data is used to re-score the claim** to identify files that may develop significantly, may change severity projections based on new information, or may require additional interventions based on new detail gathered during the investigation.

File Supervision

Unlike many TPAs, **PMAMC Claims Supervisors do not carry claim pendings and are solely responsible for guiding claims staff** on claim file direction, oversight, and compliance with customer's Special Handling Instructions. PMAMC maintains a span of control of 1:6 (or less) for our claims supervisor and claims professional staff.

WC Medical Only claims require supervisor review within 15 days from assignment to verify state and jurisdictional compliance. This review is documented in claim log notes. Subsequently, supervisor review is required within 90 days from assignment to identify closure opportunities or potential for escalation to an indemnity claim, based on claim definitions.

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WC Indemnity claims require an **initial supervisor assignment note within 24 hours** after claim assignment. Supervisor Review on all claims classified as indemnity will be completed within 15 days from file assignment, 60 days thereafter, and every 90 days until resolution. Supervisors are required to comment regarding the accuracy and validity of reserves during each review.

Casualty and Property claims require supervisor review during initial assignment and on an ongoing basis depending on complexity of the file, expertise of the claims professional and client Special Handling Instructions.

Claims Caseloads & Staffing

PMAMC's Claims Professional caseloads and support resources, such as our 24/7 Customer Service Center, are established to **allow our claims professionals to give each claim the time and attention** it requires. This allows us to complete more thorough investigations, and to exercise greater control over loss development. PMAMC will commit to providing the City of Ocala with weekly reports outlining claims assigned to each Claims Professional to validate the proper caseload caps enforcement.



140

Workers' Compensation Caseload Average for Lost Time Files

200

Workers' Compensation Caseload Average for Medical Only Files

150

Casualty Files Caseload Average

**Varies by program, jurisdiction, and line of business*

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PMAMC's Adjuster Duties



Investigation

Appropriate, timely and thorough **24-hour contact investigation of claims of all exposures occur within 24 hours of the first notice of claim to PMAMC.** Contact attempt follow requirements as outlined in Special Handling Instructions. Daily attempts at contact are made to reach the impacted parties and are documented in the claim log notes and visible in PMAMC RMIS Cinch system.



Reserving

Initial reserve is established within 15 business days of receipt of all new claims. Ongoing **reserves are established based on most probable outcome** based on the most current information available and are updated upon each review of the Action Plan as well as within 24 hours of any major claim event.



Action Planning

An **Action Plan is established within 30 days** of claim assignment and provides a summary of findings from Claims Professional investigation as well as details the strategies with specific goals and timeframes for executing key objectives to resolve claim. **Ongoing Action Plans** are completed at any major claim event or a minimum of every 90 days and include review of outstanding reserves on file.

Settlement Authority

Authorization will be requested prior to the settlement of any claim for any line of insurance that we would administer. Clear and detailed instructions will be outlined in **Special Handling Guidelines** for reference of all claims professionals.

Our claims professionals will provide written requests for settlement authority in advance of the proposed settlement date. Requests will include a detailed evaluation of the claims exposures, along with input from defense counsel and your risk manager.

Litigation Management

PMAMC believes that **litigation management is a team effort** involving the Claims Professional, defense counsel, our client, and the carrier (if/where applicable) to best protect your interests. Upon knowledge of litigation, PMAMC Claims Professional will advise the City of Ocala contact no later than 48 hours and begin file preparation for assignment to the City of Ocala preferred defense firms. Our litigation management procedures include collaborative development of defense strategies with counsel selected by the City of Ocala, preparation and maintenance of files necessary for legal defense of claims or claim-related activity, attendance of hearings, depositions, mediations, where appropriate. PMAMC Claims Professionals are required to document their files timely and accurately with the outcome of each legal proceeding and will provide a summary of such outline to the City of Ocala. All fees and expenses for legal services are evaluated for adherence to budget, accuracy, and compliance with terms of negotiated fee agreements. **PMAMC will pay all attorney, strategic partner, and other vendor fees within 30 days of receipt.**

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Legal Bill Analyzer

To help the City of Ocala save money on legal fees, we provide an optional enhanced service called Legal Bill Analyzer. This service utilizes technology and legal professionals to analyze bills against clients' legal guidelines and rate structures. In order to create clear expectations, PMAMC will collaborate with the City of Ocala to establish Customized Defense Counsel Guidelines and rates. The TPA Compliance Team at PMAMC will make sure the City of Ocala sees outcomes in the legal expenditure area through client onboarding, program support, and quality assurance. All aspects of invoices received from defense counsel will be reviewed by algorithm intelligence and legal professionals. This enables Claim Professionals to concentrate on strategic litigation management instead of legal invoice management. We can provide the City of Ocala reports of the findings to observe trends and drive down costs.

Claims Reviews and Status Reports

We are committed to providing the City of Ocala with all of the tools and information necessary to effectively manage their programs. This is accomplished by providing access to detailed claims information through PMAMC Cinch, by conducting in-person or telephonic claims reviews, and through the presentation of our annual Stewardship Reports.

PMAMC will offer two annual telephonic claim reviews to the City of Ocala and all its employees as requested. These reviews will serve to provide up-to-date loss information and will allow all parties to discuss detailed action plans and resolution strategies on the selected claims files being reviewed.

PMAMC's Claim Reviews are:

- customized for the audience involved in the review e.g. Risk Managers, Human Resource Managers, Financial Executives
- included for claims with incurred over $25,000
- performed 2 times each year, telephonically or in-person (costs may apply to in-person for travel)
- delivered by the Client Service Manager and claims representatives(s)

PMAMC's Claims Reviews and the reports are meant to enhance the client experience while creating more operational efficiency.

- Streamlined process for the claims teams to complete the reports
- Automatic email reminders to the staff as the date of the review is approaching
- Q/A reports designed to assist the supervisors in managing the claim review preparation
- Corporate calendars for claim review meetings
- More efficient process for the Account Managers to schedule and prepare for the claim review meeting
- Customization of the report for the client - what is most important to them at the review
- Modernization of the report including key claim indicators

Diary Management

All open claims are maintained on a diary by PMAMC Claims Professionals and PMAMC supervisors. Claims on diary are reviewed at a minimum of every 90 days. PMAMC's supervisors have access to the claims professional's diary. All diary activities will have a corresponding entry or document in the claim file. Each claim has a diary set for a future date to ensure proactive file handling and resolution. PMAMC management teams and Quality Assurance Specialists review diary reports on a regular basis to address any delays in proactive file handling and to offer guidance.

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Subrogation & Recovery

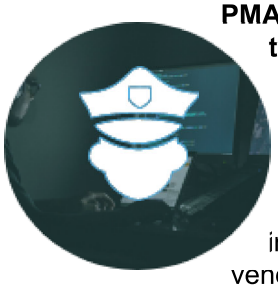
PMAMC offers specialized fee-based services for claims with subrogation and recovery opportunities throughout the United States. These services provide an enhanced level of focus, expertise, and specialization. Our subrogation specialists are highly trained in jurisdictional nuances and have developed state-specific strategies to maximize recoveries for our customers



PMAMC also specializes in **maximizing excess recoveries for Production Resource Group** through our fee-based recovery services. PMAMC will identify claims for excess reporting based on the requirements on the specific carrier and send the initial excess notification to the excess carrier in a timely manner as well as provide a copy for your records. Following the carrier notification, **PMAMC will aggressively pursue all possibilities of excess insurance reimbursement** and document their efforts in the claim log notes. This approach will apply for all potential recoveries including, but not limited to, third party liens, contribution, special/second injury fund, and others.

Claim Indexing & Special Investigation Unit

All Workers Compensation indemnity and Liability claims are indexed through the Insurance Services Office system and results documented in the claim log notes. If there are records that are relevant to the claim, the Claims Professional will follow-up to obtain those records. **Claims are automatically alerted to any new index matches within the 12-month period from the original indexing. The Claims Professional re-indexes the claims every 12 months thereafter**. Indexing claimants with the Central Index Bureau and the National Insurance Crime Bureau allows us to determine if the claimant has filed any other claims. This ensures that you are responsible only for the injuries related to your accident. Indexing is a critical tool in our fraud control program. Suspect claims are reviewed with the client and our Special Investigative Unit (SIU) to determine additional action steps.



PMAMC employs a full-time SIU that is made available to the City of Ocala typically at no additional cost. The SIU is staffed with industry fraud professionals with over 25 years of experience who are committed to detecting, deterring, and preventing fraud while protecting the assets of our clients. Our SIU works in conjunction with the PMAMC Claims Professionals. This collaborative approach has resulted in significant savings for our clients and criminal insurance fraud prosecutions in many states. PMAMC's SIU is responsible for fraud investigations, fraud training, regulatory anti-fraud compliance, private investigator vendor management, and maintaining PMA's Anti-Fraud Plan.

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Customer Education, Experience, & Satisfaction

Special Handling Instructions

Understanding and meeting the unique needs of our customers is at the heart of our service model. PMAMC prides itself on being a ***high-touch, customer-focused organization*** with strong customization capabilities. As a part of onboarding of all PMAMC clients, we spend time to learn your requirements, your internal structure, unique program goals and custom requests. This information is utilized to partner with you to develop a ***comprehensive, customized Special Handling Guideline document*** that is stored in our claims system for the reference and utilization by PMAMC claims professionals and internal supporting departments. This document includes guidelines for handling your standard as well as catastrophic claims.

We work closely with you to develop and re-evaluate this document on an ongoing basis to ensure the timeliest information is being provided to our staff.

The Special Handling Instructions are developed to memorialize a mutual agreement between our organizations about how we will be servicing your program. It can include reserve notifications, initial contact information, specifics about benefit payments, settlement authority levels, attorney selection, and other areas important to you and your team.



PMA Websource®

PMAMC's clients also have access to PMA Websource®—an on-line portal of safety and risk management resources exclusively for our clients. Our Risk Control Consultants designed PMA Websource® **to offer convenient access to practical loss prevention and safety information and solutions,** including technical bulletins, safety and compliance training programs, monthly webinars led by PMAMC industry specialists, as well as tools and resources to enhance your safety and health programs.



PMAMC Learning Academy

PMAMC has a comprehensive learning academy accessible to all employees which includes an **on-demand Video Reference Library, annual topic-focused workshops, and personalized learning sessions**. This provides PMAMC employees the ability to expand upon skills related to our technology, all disciplines of the claims process, including legal management and strategic resolutions, managed care partnerships, and risk control. We also frequently use focused training sessions to concentrate new policies and procedures, case law developments, and changes in rules and regulations.



Satisfaction Surveys

PMAMC offers our customers an opportunity to **assess the experience of their employees and injured parties** throughout the claims process by providing Satisfaction Surveys that can be delivered at varied frequency and be focused on any specific areas including customer service of the claims handling staff, medical care, claim handling experience, and others. These surveys could also be offered to the City of Ocala employees to assess their satisfaction level with this program.

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Communication with Medical Providers, Employers, and Injured Workers

PMAMC believes in the importance of communication and relationship building at all levels of claim handling. It is our experience that claims with proactive disability management and ongoing follow-up, lead to faster resolution and better ultimate outcome for our customers and their employees. The outline below will summarize PMAMC requirements for ongoing disability management and engagement on behalf of our Claims Professionals.



Ongoing and proactive communication with the client for return-to-work planning is important for disability management. When the physical status of the employee changes, updates of physical capabilities and their impact on return to work in transitional/modified/full duty capacity are communicated to the client. In addition, **the Claims Professional will contact the client at a minimum of 30-day intervals** unless other contact has taken place in the interim. Claims Professional will verify return to work with the client and document the file accordingly.

The Claims Professional will utilize job descriptions obtained during initial client contact and provide them to the treating medical providers. It is the Claims Professional's responsibility to communicate with the medical provider confirming they received the appropriate job description and considered it during their assessment of the employee. If the client can accommodate light-duty work, the Claims Professional will obtain available job descriptions from the employer.

Ongoing and proactive **communication with the employee** is critical to facilitate prompt resolution of the claim and to **demonstrate empathy and caring**. On all indemnity claims the Claims Professional will contact the employee at consistent intervals throughout the claim to establish a strong rapport and trust. Contacts and interactions may be more frequent if the claim circumstances change or based on the specific events of the file.

On files involving a Nurse Case Manager, the **PMAMC registered nurse will serve as a patient advocate** and provide an additional level of support to the injured employee by remaining in ongoing contact, closely monitoring treatment progression, reviewing ODG guidelines and working with medical provider on a clinically appropriate treatment and return to work plan.



Claims Professional will **engage the treating provider at the onset of the claims** file and in coordination with the employee's treatment plan. The Claims Professional and/or Nurse Case Manager will follow up with the treating medical provider after the employee's medical appointments for updated work status, medical prognosis, updated diagnosis, appointment dates, and any additional treatment referrals.

If a Nurse Case Manager (telephonic or field) follows up with the medical provider, he/she will engage the Claims Professional to discuss the findings and agree on an action plan that would provide the best benefit to the injured employee while allowing him/her to progress along the treatment trajectory.

The Claims Professional or a Nurse Case Manager may elect to engage a **PMAMC Recover-At-Work Specialist** on select cases to assist with **additional expertise from a vocational rehab specialist** that can work with the medical provider to adjust restrictions and allow for a safe return to work. Utilization of this offering will be done in consultation with the client unless outlined differently in Special Handling Instructions.

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Comprehensive & Integrated Managed Care

PMAcare+

Provider Channeling Tool

PMAMC PPO network is **updated at a minimum every 180 days and is available online** to the City of Ocala. PMAMC provides Claims Professionals and clients with a customized Provider Search tool to locate network providers for employees. **This tool offers claims professionals and injured workers an opportunity to search for network providers by address, zip code, and provider specialty**. Additionally, it provides our Claims Professionals with an opportunity to nominate new providers into the network and help grow the footprint of successful treating physicians. PMAMC Provider Channeling Tool is available online and can provide quick access to the necessary treatment with prior approvals. Networks review their contractual arrangements with individual providers on an annual basis and address any concerns or areas of opportunity. Specialty Networks (those handling PT, DME, and diagnostic services) provide continuous feedback to the medical provider and use a scoring system to drive referrals to the physicians/facilities with best outcomes.

PMAMC Health Ticket

To support communication with injured workers, **PMAMC offers a medical resource card that is mailed to the injured employee** on every claim. The card provides an **outline of resources available to the injured worker,** including a reference to the pharmacy card, listing of PT, DME, and ancillary scheduling services, and medical bill submission protocols.

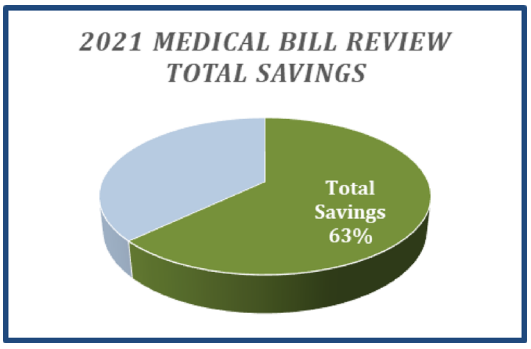
Point of Sale Pharmacy Intervention Program

This optional program is driven by a PMAMC team of clinical experts trained in pharmacology whose sole **focus is to review incoming medications outside of CDC guidelines and develop a comprehensive intervention strategy that would involve potential weaning, drug testing, urine testing, peer reviews, and other tools to help mitigate long-term dependency right at the point of sale**. These nurses review alerts live in our PBM system and make decisions regarding approval of medications utilizing a combination of clinical knowledge and jurisdictional expertise.

Medical Bill Review & Network Management

PMAMC is strategically partnered with Conduent for Medical Bill Review Services. ***Our average Florida customer savings off billed charges in 2021 was 70%, PPO penetration is 73%.***

Medical bill review is integral for managing workers' compensation medical costs. Our bill review service team provides comprehensive expert bill review services. As a cost containment tool, it can deliver real savings by repricing medical bills to state mandated fee schedules, as well as usual and customary rates. It also ensures that negotiated provider discounts are applied, duplicate billings are caught, and dollars are not paid out for services that were not reasonable or necessary. Our full-service bill review platform using the power of the flexible and impactful



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technology has set the standard for maximum net savings with low reconsideration rates. As our client, you will get access to high-quality services at more predictable costs, along with increased flexibility to meet changing regulatory requirements. The benefits of front-end bill processing pre-integrated with bill review are realized with an automated bill and data intake solution.

Physical and electronic technology accurately extracts data and securely delivers it to our medical bill review platform, giving PMAMC actionable insights into bill status and workflows. Our clinical bill review offering combines research, data analysis and medical expertise to ***uncover hidden savings*** through retrospective line-item audits of complex or specialty medical bills and their related medical records. During the bill audit process, **we scrutinize for potential billing errors**, charges not supported by documentation, charges not related to the workers compensation injury, charges that should not be unbundled, validation of the diagnosis-related group, implant verification/proof of service, correct use of CPT, diagnosis, procedure, HCPCS codes and modifiers, and unlisted or bill review code verification and/or re-pricing.

Our negotiators will identify bills based on customized thresholds or those with limited fee schedule savings that aren't eligible for PPO repricing. We leverage ***a highly reliable and defensible database*** as the basis for negotiating a fair cost to both parties. This consistent, systematic approach concludes with obtaining a signed agreement from the provider prior to payment.

- ***Complex Bill Review.*** PMAMC's Complex Bill Review (CBR) team includes coding specialists and Registered Nurses. These experts perform review of medical documentation to ensure appropriate billing based on clinical reports. Our CBR coding specialists review bills for compliance with complex state-mandated rules and regulations beyond fee schedule and UCR guidelines.

- ***PPO Networks.*** PMA offers access to a hierarchy of ***strategically aligned provider networks*** designed to make available the highest quality providers while achieving ***industry-leading savings*** for the client. This includes a series of specialty networks with focused expertise in multiple ancillary services, including physical medicine, DME, diagnostics, Home Health and Dental.

- ***Out-of-Network Program (OON).*** Our OON services provide savings below traditional state fee schedule or usual and customary charges for medical services provided outside of PMA's preferred provider network

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PMAcare+ Signature Program

The PMAcare+ Signature Program is a best-in-class approach to Field Case Management (FCM). Powered by a secure, state-of-the-art case management system and **a national network of 2,000 Field Case Managers**, including nearly 250 who are bilingual, the program is designed to improve injured workers' experiences, increase the efficiency of their care, and expedite their safe and productive return to the workplace.

Improved Security, Care & Outcomes
The PMAcare+ Signature Program combines positive outcomes and **effective cost control and cybersecurity** designed to ensure key user benefits:

- Quality control for case management performance and outcomes
- Multi-level data security protocols protect our customers and their injured workers' data
- Robust single-system data management for complete and consistent program analysis
- Reduced overspending via preferred primary and ancillary service providers with negotiated pricing

THE AVERAGE DAYS A CASE IS OPENED DECREASED BY

23%

THE AVERAGE INVOICED AMOUNT DECREASED BY

18%

THE AVERAGE RETURN TO WORK INCREASED BY

11%

**Typical results after two years of Signature usage*

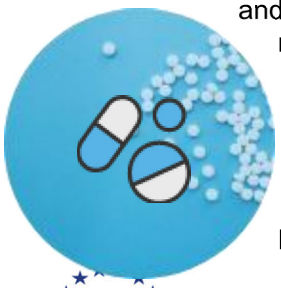
**Your experience with PMAcare+ Signature Program may differ.*

Safeguarding What Matters
All PMAcare+ Signature Program case management work is performed within a single secure and dedicated system. Field Case Manager notes go **directly into the PMA claim system** via secured electronic transmission, which means your injured workers' information is protected throughout the case management process. This approach mitigates risk for all parties and provides a comprehensive view of your case management program.

Strong, Flexible Model to Optimize Results
Our customers may continue working with their preferred FCM providers and still reap the benefits of the PMAcare+ Signature Program. **We can work with customer-nominated providers** to contractually add them to the network to leverage the Signature platform's secure environment. Incorporating these providers into our network gives injured workers the care and protections afforded by the Signature Program.

Pharmacy Benefit Management (PBM) Services

PMAMC offers robust pharmacy benefit management services. Our program delivers **utilization controls, targeted interventions, and care management solutions** to address drug utilization, prescriber activity, and medication mix. Our PBM program offers full adjudication of physician dispensed and third-party invoices for pharmaceutical products. Additionally, the program includes retail pharmacy with all major national chains, mail order pharmacy, clinical management and formularies, as well as on-line resources for reporting and education.



PMAMC provides a claim eligibility feed to our PBM through an electronic interface that is used to manage script alerts and administer the specifics of each pharmacy program.

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Our PBM principles include a focus on providing value pricing to clients, encouraging the use of high-quality and less expensive generic drugs, maintaining excellent pharmacy relationships to provide a robust pharmacy network and offering a skilled team of professionals to manage and achieve our program goals. PMAMC has significant resources to help control pharmacy costs and to meet the needs of injured workers.

Some of the features of the PMAMC Pharmacy Benefit Management program include:

- Average 30% *contract* savings off billed charges**, average 54% savings, including cost avoidance savings**
- **Over 70,000+ pharmacy-chains and independents**. Including all major retail chains (CVS, Walgreens, Target, Wal-Mart, Albertsons & Rite Aid)
- **First-Fill capabilities** even if claim has not been reported to PMAMC at no cost to your employees
- **In-house medical and clinical expertise** to guide claim representatives and nurse case managers
- **Script Alert- identifies potentially inappropriate patterns** of medication use and evaluates the need for interventions

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Additional Services for Your Consideration

Point of Injury Clinical Triage Program - PMA Care24

This optional **24/7/365 telephonic first notice of loss and clinical assessment** by a Registered Nurse (RN) of an employee's condition occurs immediately at the point of injury. The RN serves as **a patient advocate** in determining the most appropriate level of care and triaging the new loss. The RN provides treatment recommendations and/or refers the injured employee to a provider within the PMA Preferred Network. This interaction becomes the sole point of claim reporting to PMAMC and helps mitigate costs and utilization.

Customers that elect to participate in this offering are provided with **a unique 1-800 number** that they can offer to their employees for claim reporting purposes. At the time of injury, employee or their supervisor (based on the client's internal set-up) utilizes this number to call-in a claim. They will reach a telephonic nurse who will complete a triage of the injury and medical history and provide an assessment of future medical needs for the injured employee. Our PMA Care24™ product is specific to PMAMC and provides a number of great benefits to our clients, including **early access to clinical care**, **impact on OSHA recordables** by avoiding unnecessary treatment, **reduction in Emergency Room spend**, access to after-hour care when panel providers are not available, **reduction in lag times for reporting claims**, and improved network and panel penetration.

Access to Tele-Health

Telemedicine connects injured workers with specially trained physicians and physical therapists for medical diagnosis and treatment online, including prescribing medications when necessary. Injured workers can have one-on-one video consultations right from the comforts of home via their smartphones, tablets, or computers.

Telerehabilitation

- Injured workers can avoid delays in getting the physical therapy (PT) they need with quality care through telerehabilitation
- Telerehabilitation offers one-on-one PT sessions with certified physical therapists via a smartphone, tablet, or computer
- 30- or 45-minute sessions are available 7 days a week in all 50 states



Telephonic, Field & Catastrophic Nurse Case Management Services

PMAMC's service team includes telephonic nurse case manager resources. Additionally, PMAMC employs a team of specialized and dedicated nurses that are responsible for evaluation and action plan development on all lost time cases identified through the PMA model. The PMAMC program contains a team of highly skilled Registered Nurses with strong expertise in managing occupational injuries. Our Nurse Case Managers work in an integrated fashion with our claims professionals, treating providers and injured workers to facilitate an appropriate treatment plan to achieve timely, safe return-to-health. PMAMC offers telephonic and field case management services that are geared toward employee advocacy and education. PMAMC offers our clients access to a national network of multi-lingual nurses available to travel and assist employees in their care plans.

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Utilization Review



PMAMC uses evidence-based and jurisdictionally compliant medical guidelines to evaluate the **reasonableness and necessity of injured employee care.** Treatment is reviewed prospectively, concurrently, or retroactively by a Registered Nurse via a **URAC certified process**. Utilization Review determinations serve to impact treatment decisions and the strategy based on jurisdictional guidelines.

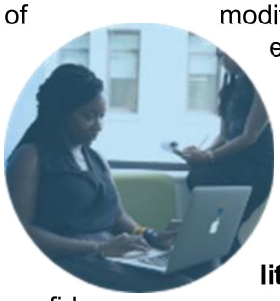
Medical Peer Review



PMAMC engages a board-certified provider, in the same specialty as the injured employee's treatment physician, to review the treatment file and **render an expert opinion of medical treatment** for reasonableness and necessity. The Peer Review physicians are also engaged to provide an expert opinion in cases that warrant further review as a part of the Utilization Review process or through other jurisdictional requirements.

PMAMC Recover-At-Work Solution®

PMAMC offers Recover -At- Work solution for our customers looking to improve their outcomes in this area. PMAMC utilizes internal Recover-At-Work specialists (RAWS) **trained in vocational rehabilitation with certifications in rehabilitation specialty and occupational health.** These resources are utilized to assist our customers with analysis and development of a comprehensive job demand bank, creation of modified duty positions within unique departments understanding complexities of each employer's business. Our RAWS are uniquely positioned to provide our customers with solutions and recommendations around development and **implementation of the return to work programs at departmental or organizational levels. Additionally, RAWS are often utilized to provide transferrable skill analysis, resume reviews and assist with cross-departmental job placements within employer's organization. Unlike a formal vocational rehabilitation specialist assigned by the state, through defense counsel or due to litigation, the RAWS is focused on offering injured employees support and** confidence necessary for the return to work in temporary or permanent capacity.



PMAMC Medicare Solutions

PMAMC offers dedicated centralized resources for oversight and management of all Medicare and Medicaid products and services. Our PMAMC Medicare Solutions division provides our customers with access to **best-in-class services for all of their Medicare and Medicaid needs**, including Medicare Set-Asides, Social Security checks, conditional liens and other related services. We provide **extensive quality oversight** to these services and conduct regular audits and quality assurance initiatives to ensure compliance with PMAMC Service Level standards and expectations.

Claims professional will evaluate each claim on its specific merit and provide recommendations related to the need for Medicare Set-Aside, conditional lien searches, structured settlement considerations. Recommendations are made in collaboration with case managers, defense counsel and other parties.

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Risk Control Services

Drawing on **100+ years of safety, risk management and commercial insurance experience**, our risk control team has provided cost effective safety and risk management services to organizations throughout the United States. With more than **60 risk control consultants on staff**, our risk control services are designed to prevent claims, support effective safety and risk management practices and lower the cost of risk for our clients.

Outlined are core skills of the PMAMC's risk control team and how we believe the City of Ocala will benefit from an expanded engagement with our risk control team, **if you so choose**. *Please note that these services are only applicable for clients who purchase the program.*

Data Analytics



Organizations that leverage data analytics will better understand their business, their industry, their strengths and their opportunities for improvement. **PMAMC will bring clarity to complex data, analyzing loss trends** to pinpoint areas needing improvement and ultimately reduce the frequency and severity of your losses and costs. We provide analytic solutions, including **stewardship reporting, loss trending analysis, industry comparison,** and goal establishment. PMAMC can provide a "Performance Indictor Report" for the City of Ocala program where we normalize and rank client performance. (see below).

Risk Assessment

PMAMC risk control can support the City of Ocala underwriting process by assessing exposures presented by employees. We have experience working closely with underwriters to identify risk characteristics which drive performance and selection.

Safety & Risk Management Training

PMAMC's risk control team is also available to develop and present customized safety and risk management training events to address the specific needs of the City of Ocala and its employees via remote training platforms or in live on-site training (post COVID).

Risk Improvement Support

Every organization can improve their safety and risk management performance. Using data analytics, we work with organizations to understand historical loss trends and develop plans to prevent claims and reduce claim costs.

OSHA & Regulatory Compliance Support

To help our clients manage their OSHA compliance and other regulatory safety standards we offer a **broad range of safety training and safety program assistance designed to ensure compliance and keep employees safe**. We routinely provide training and program development around OSHA lockout / tagout, fall protection, hazard communication, ergonomics, blood borne pathogens, personal protective equipment, emergency planning and workplace violence to name a few. To support these efforts, many of our consultants are authorized **OSHA 10 and 30-hour outreach trainers**. In addition to OSHA compliance, we also offer many programs designed to manage the liability exposures associated with facility conditions, motor vehicle operations and employment practices.

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OSHA REPORTING & SPECIALIST SERVICES

PMAMC offers our clients access to our proprietary **OSHA tool through PMA Cinch**, our online risk management information system. This tool offers users the ability to quickly and efficiently track the recordability of OSHA cases, and easily complete and generate OSHA 300 and 300A logs in compliance with OSHA regulations.

This option incorporates trained OSHA Recordkeeping Specialists who can help alleviate the organizational burdens of OSHA tracking and recordability. **These specialists can help with recordability, tracking, and OSHA log generation.** All services are performed in accordance with the OSHA requirements and special handling guidelines for our clients, including:

- Assistance with customized reporting
- Reporting by state, region, or specific location
- Flexible report generation frequency to support our clients' unique OSHA compliance needs

PMAMC's RMIS System

PMAMC Cinch®

*PMAMC provides clients with **PMA Cinch®**, a Risk Management Information System with easy access to live claim information, status updates, and the ability to run reports and dashboards.* The robust capabilities and flexibility of Cinch® allow your end users to pinpoint the information that can significantly impact your bottom line. **By analyzing trends** and taking quick corrective action, you can **enhance your operating performance, lower costs, and improve your financial results**. On a day-to-day basis, Cinch® will give you **timely and convenient access** to information about claims. The tool features an "Executive Dashboard" for a high-level view of activity. It also enables users to drill down, analyze, and develop reports and graphs about a wide range of information, including:

- **Executive Summary** Tool
- Utilize an **interactive tool** to organize and view both aggregate and individual claims information.
- View **claims information per your parameters**—location, type, status, and accident date range.
- Data appears in **easy-to-view graphs, charts, and tables**, allowing you to grasp information quickly.
- Display **elements are based upon detailed data** in your existing loss reports.
- **Ease of Use**

The Dashboard is highly intuitive and requires minimal training, but **we are happy to deliver training to any client** as needed.

We have continuously enhanced PMAMC Cinch® based on feedback from **client focus groups**. We listened to our clients and gave them the reports and tools they need to make decisions about their risk management programs.

*We also provide Stewardship Reports, Benchmarking and customer reporting **capabilities which outline trends that have an impact on your organization's total cost of risk**. Stewardship Reports provide benchmarking, pending analysis, risk profiles, and risk management*

Real-time access to adjuster notes, supervisory notes, field case management notes, diary items, payment records, medical and expense bills



Contains all historical converted claim information at enterprise claim levels



Successful Conversions from 50+ TPA systems, including your current TPA



Full or restric for client

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Business Metrics and Analytics

PMAMC offers Business Metrics and Analytics services that assist with interpreting your historical business data using analytical methodologies, statistical and predictive models to **transform your data into business insights** that can be leveraged to make business decisions, **improve productivity and reduce expenses**. These solutions help our clients **develop trend analysis** and provide them with recommendations for actionable items that can help improve their outcomes. Below are some of the examples of the available dashboards. However, the **functionality is vast and expansive** and would be **best displayed via a live demonstration** of the PMAMC RMIS Cinch® system. Additional reports capturing any data required could be provided upon request.



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Stewardship, Benchmarking and Client Reporting

Stewardship Reporting

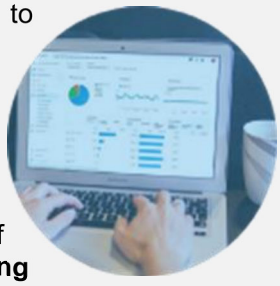
In addition, we provide a detailed stewardship report on an annual basis to review the overall results of your program against your risk management goals. This report provides an **extensive financial analysis**, a detailed analysis of loss information, including PMAcare+ and litigation management impact, and a comprehensive review of risk-management data. This report is used both to demonstrate the results that have been obtained and to identify loss trends, enabling you to determine exactly where to focus your ongoing risk management efforts.



It is PMAMC's philosophy that **every client should be a success story**. We utilize our stewardships to highlight success stories that we achieve in partnership with our clients while also using our analytical capabilities to highlight further areas of opportunity that could be impacted. We strive to support our client in the **quest of continuous improvement** and to utilize our expertise in risk management and claims handling to develop joint ideas and solutions to impact the total cost of risk for our customers while continuing to care for their injured workers, customers and claimants.

Benchmarking

PMAMC offers Business Metrics and Analytics services that assist with interpreting your historical business data using iterative methodologies, statistical and predictive models to **transform your data into business insights** that can be leveraged to make business decisions, improve productivity and reduce expenses. These solutions help our clients develop trend analysis and provide them with recommendations for actionable items that can help improve their outcomes. PMAMC post-loss services include **peer, industry and jurisdictional benchmarking**. PMAMC offers **sophisticated business analytics model** that includes extensive data aggregation via our state-of-the-art claims system, data mining by our team of highly specialized business analysts, **predictive analytics focused on directing the right claim to the right resource at the right time**, and a suite of data visualization tools.



Client Reporting



PMAMC Business Metrics and Analytics assists our customers with solving for recommendations related to their unique business needs. We utilize your data to provide information and recommend actions that could help improve outcomes, reduce total cost of risk and enhance your program.

Our reporting capabilities are expansive and can support all of our customers' needs, including **scheduled and ad-hoc reporting related to deductibles, open excess recoveries**, numerous variations of customized loss runs, customized data fields, and any other analytics required by our clients.

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PMAMC's Transition Plan

PMAMC has successfully transitioned numerous accounts from other TPA's. Over the years, we have developed detailed plans for the smooth transition of new accounts that will provide for uninterrupted benefits to your employees. Here are the key action steps and timeframes for your reference.

Transition Overview

Upon award of the City of Ocala contract, PMAMC will schedule a comprehensive service orientation meeting to discuss the specific claim and servicing guidelines that will work the best for you. We will work with you to ensure that specific personnel and/or departments will be informed of the key facets of the transition. PMAMC will also be engaging our entire service team to begin the implementation of claim file transfer, data conversion, funding mechanisms, PMA CINCH® installation, and other initiatives. Over the years, we have developed custom detailed plans for the smooth transition of new accounts that will eliminate any interruptions in the claims process.



7 Day Transition Plan

- Perform claims orientation meeting with the Client and PMAMC Service Team
- Establish Special Handling Instructions
- Collect copies of open run-off claim files from the Incumbent TPA to begin the imaging process
- Begin Data Conversion Process
- Set-up access to PMA CINCH® (RMIS)
- Establish banking arrangement for claims funding
- Establish location structure and required coding

15-30 Day Transition Plan

- Convert available images into PMAMC system
- Notify medical providers and vendors of changes in TPA
- Connect with key vendor partners for PMAMC Orientation
- Set-up and training on PMA CINCH®
- Claims evaluation of takeover files
- Reserving, payment, diary set-up
- Completion of data conversion
- Customized reporting development

	Pre-Transition	At Transition	Post Transition
Implementation Planning Meeting	✓	✓	✓
Outreach to Parties Involved in Claims	✓	✓	✓
Process Integration, Special Handling Instructions, Program Customization	✓	✓	
Customize Banking, Feeds, Reporting Requirements	✓	✓	
Conversion and Data Load		✓	✓
Reserving, Payments, File Summaries		✓	✓

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Pricing Proposal

PMA offers a complete and comprehensive claims management and risk services program.

Claims Handling Activities:

- Investigation
- Three-Point Contact
- Action Planning
- Claims Processing
- Compensability Decisions
- SIF Investigation
- Excess Reporting & Recovery
- Fraud Prevention / SIU Capabilities
- Account Management
- Quality Assurance Program Oversight
- Structured Settlements
- Pre-Settlement Advisories
- EDI with State as Required
- 1099 Reports
- Settlement Authority
- Resolution Negotiation
- Litigation Management
- Check Issuance
- Payment Registers
- Claim Review Meetings
- Stewardship Meeting
- Self-Insurance Re-Application Assistance
- First Report of Injury Filed with State Agency
- Customized Claim Handling Instructions
- Reserve Advisories
- Patriot Act Compliance
- Office of Federal Asset Control Compliance
- Claim Acknowledgements
- Direct Deposit of Indemnity Payments

PMAcare+ Managed Care:

- Medical Bill Review
- Complex Bill Review
- Out-of-Network Bill Review
- Early Intervention Nurse Assessment on Lost Time Claims
- PPO & Specialty Network Access
- PPO Radius Listing & Mapping to Locations
- Pharmaceutical Benefit Management
- Case Management

Safety/Loss Prevention Services:

- Websource Access
- PMA Technical Bulletins
- PMA Monthly Web Events Training
- 300+ Safety Videos/DVD Library
- WC/Liability Performance Indicator Report
- Risk Management Assessment
- PMA Insights White Papers
- PMA Engineering & Safety Services

RMIS Services:

- Executive “Dashboard”
- Internet Claim reporting via Cinch
- Claim Number Notification
- Real Time Access to Claim Log Notes
- Client Diary System
- Loss Analysis Reports
- PMAcare+ Savings Reports
- Reserve Analysis Reports
- Email Claims Professional Capabilities
- “Schedule My Reports” Feature

Loss Adjustment Expenses:

- Independent Medical Exams
- Medical Bill Review
- Complex Bill Review
- Out-of-Network Bill Review
- Case Management Expenses
- Utilization Review Expenses
- SIF / SITF Recovery
- PPO Network Access Fees
- Private Investigators
- Medicare Section 111 Reporting Fee
- Central Index Bureau /National Insurance Crime Bureau
- Legal Fees / Attorney Fees
- Records Reproduction Fees
- Medicare/Medicaid Conditional Payment Review

Client is responsible for the payment of all Loss Adjustment Expenses including, but not limited to, the above.

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Pricing Option – Flat Fee – LOC

PMA Management Corp. will provide comprehensive LOC Third Party Administration Services for all new claims as represented in your proposal for the period April 1, 2023, to April 1, 2028, as follows:

Contract Type		Year 1	Year 2	Year 3
LOC – Flat Fee		$267,413	$267,413	$267,413
Bundled Services				
Claims Handling		Included	Included	Included
Annual Admin Fee		Included	Included	Included
CINCH ($500 per add'l user)	3 Users	Included	Included	Included
Unbundled Services				
Cost Containment	(% of Savings)	19%	19%	19%
Optional Unbundled Services				
Risk Control	Per Hour	$135	$135	$135
Subrogation Specialist	% of Recovery	17%	17%	17%

**This pricing is for a 3-year contract with two optional extension year(s). Each extension year is subject to a 5% rate increase.*

**This quote is valid for 90 days from the day of presentment. If the quote is accepted after 90 days, we reserve the right to re-price the account.*

**For Flat Fee Pricing agreements, if during the term of the contract, any individual occurrence results in more than ten claimants, as determined by PMAMC, then the following additional claims handling fees above and beyond the Annual Flat Fee shall apply: beginning with the 11th claim and for every claim thereafter, $850 will be charge for each Lost Time Claim; $125 for each Medical Only Claim; and $40 for each Record Only Claim.*

For Flat Fee Pricing agreements, if during the term of the contract, any individual occurrence results in more than ten loss lines, as determined by PMAMC, then the following additional claims handling fees above and beyond the Annual Flat Fee shall apply: beginning with the 11th loss line and thereafter, $650 per AL/GL Bodily Injury Loss Line; $395 per AL/GL Property Damage Loss Line; $325 per Auto Physical Damage Loss Line, $595 per First Party Property Loss Line; and $995 per Professional Liability Loss Line.

Pricing includes one dedicated PMA liability adjuster, as well as a quarter of a part time adjuster.

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Exhibit A – Other Services Fee Schedule

All fees are billed as incurred unless specifically agreed otherwise.

Service Type	Amount
Managed Care:	
Bill review and repricing	$ 0 per bill, plus 19% of savings
Utilization review	$125 per review
Clinical case management services	$103.00 per hour
Medical consultant review	$255 per review
PMA Care 24	$103.00 per call
Point of Sale Pharmacy Program	$75.00 per review
Medical Director	$250 per hour
Medicare Solutions:	
Section 111 Reporting	$9.00 per claim queried
Medicare Set-Aside Allocation	$2,200 each
CMS Submissions	$630 each
Medicare Conditional Payment Research	$130 each
Medicare Conditional Payment Appeal or Dispute	$260 each
Medicare Conditional Payment Research Final Demand	$55 each
Medical Cost Projections	$1900 each
Evidenced Based MSA	$2,200 each
Life Care Plan	$185 per hour
Legal Nurse Review	$1,900 per review
Update (of prior MSA report)	$785 per report
Resolution Services	$130 per hour
Medicare/Social Security Verification	$205 each
Medicaid Conditional Payment Research	$260 each
Medicare Advantage Plan Conditional Payment Negotiation	$525 each
Provider Relations Specialist	$110 per hour
Information Systems:	
RMIS fee	Included for up to 3 users $500 per year each addt'l user
Standard Data Conversion	N/A
Customized Reporting/Programming	$155.00 per hour
Standard Data Feed Set-Up	$2,500 per year
Standard Data Feed	$200 per month

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Risk Control:	
General	$135 per hour
Industrial hygiene services	$180 per hour
Special Projects	To be determined
Claim Adjustment:	
Vocational Rehabilitation	$103.00 per hour
Claim Indexing	$7.90 - $13.10 per query depending upon search method and services
Legal Bill Analyzer	3% of gross billed charges
Other:	
Administrative	Included
Non-standard claim intake	$18 per claim
Subrogation Specialist Services	17% of gross recovery
Excess & Second Injury Fund Recovery Services	2% of gross recovery
Recover to At Work	$110.00 per hour
Standard Data Extract (upon termination)	$5,000
OSHA reporting preparation services	$18 per incident $1,500 annual minimum
OSHA special projects	To be determined
Each Claim Review in excess of two per year	$1,500 per review, per day plus PMA expenses
Onsite claim review	Travel incurred by PMA personnel is reimbursed in full by the client

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PMAMC Funding Options

PMAMC offers ACH direct deposit and expedited payments **at no additional cost to the City of Ocala**. PMAMC claims loss funding options are outlined below.

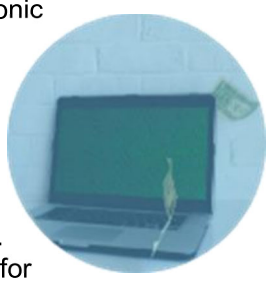
Traditional Escrow



With this option, the client will provide PMA with an escrow of three months of estimated paid losses and loss adjustment expenses. PMA will pay for the claims throughout the month with this account. At the end of the month, PMA will bill the client for losses and loss adjustment expenses paid along with the appropriate claims handling fees (if applicable). The client will also receive detailed loss reports showing all claims activity for the month and a cumulative claims summary report by policy/contract.

Direct Funding

With this option, the client will receive a daily, weekly, or monthly electronic communication from Wells Fargo Bank with the total claim checks issued that day, week, or month. On the next business day, Wells Fargo will initiate an ACH transfer to deduct the previous days' (weeks'/months') claims from the client's bank account. Payment is deposited directly into a sub-account, which is unique to the client. At month-end, the client will receive an AMPS billing statement for the loss-handling fees. The client will also receive detailed claims reports showing all activity for the month and a cumulative claims summary report by policy/contract. Reimbursement by check or client-initiated wire transfer/ACH transfer is required for payment of all fees.



PMAMC eBilling Solution



eBilling* is available to PMAMC clients for loss funding and service fees bills. With eBilling you can easily access and view your bills electronically through our secure internet site instead of receiving paper copies through the mail

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PMA COMPANIES
THANK YOU
We WOULD BE HONORED TO CONTINUE
AS YOUR TPA AND RISK SERVICES PARTNER
PMA MANAGEMENT CORP.

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Source Envelope:
Document Pages: 61
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Brittany Craven
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
biverson@ocalafl.org
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William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William E. Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 4/28/2023 8:55:44 AM Resent: 5/11/2023 12:32:26 PM Resent: 5/15/2023 9:01:23 AM Viewed: 5/23/2023 9:47:35 AM Signed: 5/23/2023 9:47:55 AM
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Michael MacAulay Michael_MacAulay@pmagroup.com President Security Level: Email, Account Authentication (None)	DocuSigned by: Michael MacAulay 61F9A9DCCD2E4AB... Signature Adoption: Pre-selected Style Using IP Address: 67.216.68.132	Sent: 5/23/2023 9:47:57 AM Resent: 5/30/2023 7:07:50 AM Viewed: 5/30/2023 5:33:11 PM Signed: 5/30/2023 5:34:13 PM
Electronic Record and Signature Disclosure: Accepted: 5/30/2023 5:33:11 PM ID: a1e2ee8d-42c9-4f37-ac8a-ab74d8db9baf		
James P. Hilty, Sr. jhilty@ocalafl.org President Security Level: Email, Account Authentication (None)	DocuSigned by: James P. Hilty, Sr. 6FD4FC329B6F4DF... Signature Adoption: Pre-selected Style Using IP Address: 98.180.104.233 Signed using mobile	Sent: 5/30/2023 5:34:15 PM Viewed: 5/30/2023 6:31:54 PM Signed: 5/30/2023 6:32:17 PM
Electronic Record and Signature Disclosure: Accepted: 2/22/2023 9:50:44 PM ID: 14e56788-1409-4fcd-8b7c-ddcc68b32a87		
Angel B. Jacobs ajacobs@ocalafl.org April 19 City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs F82769461C4E4E5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/30/2023 6:32:19 PM Viewed: 5/31/2023 11:03:02 AM Signed: 5/31/2023 11:03:20 AM
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Richard Dennis RDennis@OcalaFL.org Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 216.255.240.104	Sent: 4/28/2023 8:54:42 AM Viewed: 4/28/2023 8:55:43 AM

Electronic Record and Signature Disclosure:
Accepted: 4/28/2023 8:55:43 AM
ID: f91198e8-0514-43c0-84f6-80e8fb8bb676

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/28/2023 8:54:42 AM
Envelope Updated	Security Checked	5/30/2023 7:07:48 AM
Envelope Updated	Security Checked	5/30/2023 7:07:48 AM
Envelope Updated	Security Checked	5/30/2023 7:07:49 AM
Certified Delivered	Security Checked	5/31/2023 11:03:02 AM
Signing Complete	Security Checked	5/31/2023 11:03:20 AM
Completed	Security Checked	5/31/2023 11:03:20 AM

Payment Events	Status	Timestamps

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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.

From:	Richard Dennis
To:	Todd Swanson
Subject:	FW: City of Ocala Contract Extension
Date:	Wednesday, November 19, 2025 2:57:50 PM
Attachments:	image002.png EXECUTED CONTRACT - Third Party Liability, PMA Mangagment Corp. (RSK 230094).pdf

Todd this is out 3rd party TPA agreement (PMA) agreement that needs to be extended. See below e-mails to Patty Lewis
This is the company Ashley works for.

From: Richard Dennis <rdennis@ocalafl.gov>
Sent: Tuesday, October 7, 2025 3:18 PM
To: Patricia Lewis <plewis@ocalafl.gov>
Cc: Paulina Edmond <pedmond@ocalafl.gov>
Subject: FW: City of Ocala Contract Extension

Patty, please see below from PMA our Third Party TPA that they agree to extend the contract for an additional 3 years. Let e know if you have questions or need anything from me.

From: Michael Hurst <Michael_Hurst@pmagroup.com>
Sent: Tuesday, October 7, 2025 3:08 PM
To: Richard Dennis <rdennis@ocalafl.gov>
Cc: Paulina Edmond <pedmond@ocalafl.gov>
Subject: RE: City of Ocala Contract Extension

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Richard,

I want to confirm PMA's interest in extending the TPA contract for three additional years, as stipulated in the attached agreement. We look forward to continuing our relationship with the City of Ocala, and we greatly appreciate your continued commitment, confidence, and partnership with PMA.

Please let me know if you need any additional information.

Regards,

Michael

Michael J. Hurst, CIC, CRM
Director of Sales | Southeast & Southwest Regions | PMA Management Corp.

C: 813.965.1346 | F: 813.207.4441
michael_hurst@pmagroup.com
PMA Companies | Old Republic Insurance Group
2701N Rocky Point Dr., Tampa, FL 33607
www.pmacompanies.com



-

PMA Data Classification: Confidential

From: Richard Dennis <rdennis@ocalafl.gov>
Sent: Wednesday, October 1, 2025 4:34 PM
To: Michael Hurst <Michael_Hurst@pmagroup.com>
Cc: Paulina Edmond <pedmond@ocalafl.gov>
Subject: City of Ocala Contract Extension

This Message Is From an External Sender

Attention: This email originates from an external source. Exercise caution and verify the sender's identity and content legitimacy before taking any action or disclosing non-public information.

Good Morning Mr. Hurst, I hope you are doing well. I'm reaching out because our contract between the City of Ocala and PMA will be expiring March 30th 2026 and I need your acknowledgement to extend the contract for another three years. If you would please respond to this e-mail so I can work with my procurement office to execute the extension that will go into effect April 1st. Thank you very much

Richard Dennis
City of Ocala Risk Manager
Rdennis@ocalafl.gov
Work: 352-401-3989
Cell: 352572-0414

From:	Patricia Lewis
To:	Richard Dennis
Cc:	Paulina Edmond; Todd Swanson
Subject:	RE: CONTRACT ASSIGNED: NEW CONTRACT REQUEST - (RSK) RISK MANAGEMENT/230094:Liability/Workers" Comp Admin Agreement Renewal
Date:	Thursday, November 20, 2025 9:27:59 AM
Attachments:	image002.png image003.png

Good morning Richard,

I'm drafting this renewal amendment. As the initial term was for three years also (and the original contract amount was $802,239), is the amount of $353,250 referenced below correct for the three-year renewal term?

We want to include enough funding on this amendment to cover what you will need without having to go back to Council.

Thank you,

Patti Lewis, MBA, NIGP-CPP
Contracting Manager

Phone : 352.629.8248
Cell : 352.888.2964
E-Mail : plewis@ocalafl.gov

110 SE Watula Avenue
City Hall, Third Floor
Ocala, Florida 34471

www.bidocala.com

From: Contracts <Contracts@ocalafl.gov>
Sent: Wednesday, November 19, 2025 4:03 PM
To: Richard Dennis <rdennis@ocalafl.gov>
Cc: Contracts <Contracts@ocalafl.gov>; Patricia Lewis <plewis@ocalafl.gov>; Paulina Edmond <pedmond@ocalapd.gov>; Todd Swanson <tswanson@ocalafl.gov>
Subject: CONTRACT ASSIGNED: NEW CONTRACT REQUEST - (RSK) RISK MANAGEMENT/230094:Liability/Workers' Comp Admin Agreement Renewal

Your request for assistance has been received by the Contracting Department and has been assigned to the following individual for management:

Patti Lewis, Contracting Manager
Email: plewis@ocalafl.gov
Telephone: (352) 629-8248

This individual will be your point of contact for all matters related to your request. Please ensure that they are included in your communications.

Your point of contact will reach out to you shortly for follow up.

CITY OF OCALA | Contracting and Procurement
110 Southeast Watula Avenue, Third Floor

Ocala, Florida 34471

From: Jotform <noreply@jotform.com>
Sent: Wednesday, November 19, 2025 4:02 PM
To: Contracts <contracts@ocalafl.org>
Subject: NEW CONTRACT REQUEST - (RSK) RISK MANAGEMENT/230094:Liability/Workers' Comp Admin Agreement Renewal

Contract Request Form

Document Name	Liability/Workers' Comp Admin Agreement Renewal
Contract Number	230094
Request Type	Draft
Draft Contract Type	Renewal
Managing Department	(RSK) RISK MANAGEMENT
City Contract Manager	Richard Dennis
Request Description	Please draft renewal for 3-year term
Is Council Approval Required?	Yes
City Council Date	12-16-2025
Contract Value	$353250
Urgent Priority?	No
Contract Needed By Date	12-04-2025
File Upload	Renewal Confirmation 230094.pdf EXECUTED CONTRACT - Third Party Liability, PMA Mangagment

	Corp. (RSK 230094).pdf
Requestor Email	rdennis@ocalafl.gov
Courtesy Copy Email 1	pedmond@ocalafl.gov
Courtesy Copy Email 2	tswanson@ocalafl.gov

Edit contract request:Edit Submission

File #: 2026-0764 Agenda Item #: 10i.

Submitted By: Lyn Cole / Susan Dobson

Presentation By: Michael Balken

Department: Police

FORMAL TITLE:
Continued utilization of the State of Florida's contract with WEX Bank for fuel card services for renewal term expenditures in an amount not to exceed $96,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Ocala Police Department utilizes a competitively awarded State of Florida contract for fuel card services from WEX Bank, as needed. The contract enables Ocala Police Department (OPD) personnel to purchase all grades of unleaded gasoline and fuel oil from participating gas station merchants at negotiated rates.

WEX fuel cards are a convenient fuel option for OPD employees who work undercover or periodically work outside the Marion County area and do not have access to the three city-owned fuel islands available for city-owned vehicles within Marion County.

WEX also provides an online program that offers real-time fuel price mapping, participating station location information, and internal controls and reports for supervisors. The WEX fuel card program offers a discount of three cents per gallon off the retail price at 95 percent of U.S. gas stations. All rebates and credits are realized at the time of the transaction and are netted against the fuel card invoices quarterly.

FINDINGS AND CONCLUSIONS:
As a political subdivision of the state of Florida, the City of Ocala qualifies as an eligible user of Florida Department of Management Services ("DMS") alternate contract source ("ACS") agreements under Rule 60A-1.001, Florida Administrative Code. ACS agreements have been competitively solicited by governmental agencies and evaluated and determined by the Florida Secretary of Management Services to be cost-effective and to afford best value. On October 17, 2023, the City Council approved OPD's utilization of DMS's ACS Agreement for Fuel Card Services, Contract No.: 78181701-21-NASPO-ACS, through December 31, 2025.

Contract No. 78181701-21-NASPO-ACS was recently renewed by DMS for a two-year term ending December 31, 2027.

OPD expended $194,266 during the initial contract term and projects that $96,000 in expenditure authority will be required to cover anticipated costs through December 31, 2027.

Staff recommends approval.

FISCAL IMPACT:
OPD's fuel card services are budgeted under account 001-018-820-521-52-52020. Expenditures will continue to be tracked under Munis Contract No. OPD/211006.

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

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Department of
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CONTRACT AMENDMENT NO.: 1
Contract No.: 78181701-21-NASPO-ACS
Contract Name: Fuel Card Services

This Contract Amendment No. 1 ("Amendment") to Contract No. **78181701-21-NASPO-ACS** ("Term Contract") is made by the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and **WEX Bank** ("Contractor"), with its principal place of business located at 1 Hancock Street, Portland, Maine 04101; collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Term Contract, which became effective on April 6, 2021, for the provision of Fuel Card Services;

WHEREAS the Master Contract was amended on April 1, 2024;

WHEREAS the Master Contract was extended for a period of two years with a new Master Contract expiration date of December 31, 2027;

WHEREAS the Parties agree to renew the Term Contract as provided for in Exhibit B, Special Contract Conditions, subsection 2.2 Renewal, and;

WHEREAS the Parties agreed that the Term Contract may be amended by mutual agreement as provided in Exhibit B, Special Contract Conditions, subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Term Contract documents, the Parties agree as follows:

I. Contract Amendment.
All references to Contract contained within the previously executed Contract documents are hereby amended to refer to the underlying agreement as "Term Contract."

Term Contract Exhibit A, Additional Special Contract Conditions, is hereby deleted and replaced in its entirety with the attached Exhibit A, Additional Terms and Conditions to the Enterprise Contract, which is incorporated into the Term Contract by reference herein. All references to Exhibit A, Additional Special Contract Conditions in the Term Contract are hereby amended to read as Exhibit A, Additional Terms and Conditions to the Enterprise Contract.

Term Contract Exhibit B, Special Contract Conditions, is hereby deleted and replaced in its entirety with the attached Exhibit B, Enterprise Standard Terms and Conditions, which is incorporated into the Term Contract by reference herein.

II. Contract Renewal. The Term Contract is renewed for a period of two years pursuant to the same terms and conditions of the Term Contract and any executed written amendments, with a new Term Contract expiration date of December 31, 2027**.**

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CONTRACT AMENDMENT NO.: 1
Contract No.: 78181701-21-NASPO-ACS
Contract Name: Fuel Card Services

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Term Contract, the terms of this Amendment shall control.

IV. Effect. The terms and conditions of the Term Contract are incorporated by reference as if fully re-written herein. The terms and conditions of the Term Contract not amended herein will remain in full effect. This Amendment is effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by the undersigned duly authorized representatives.

State of Florida:
Department of Management Services

DocuSigned by:
By: Tom Berger
4810BB6123514E1...

Name: Tom Berger
Title: Interim Secretary
Date: 12/29/2025 | 10:42 AM EST

Contractor:
WEX Bank

Signed by:
By: Jason Price
EE6EEC720DFF478...

Name: Jason Price
Title: President
Date: 12/24/2025

DS

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Department of
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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS TO THE ENTERPRISE CONTRACT

The following subsections are added to the Enterprise Standard Terms and Conditions:

SECTION 18: PUNCHOUT CATALOG AND ELECTRONIC INVOICING.

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

The punchout catalog enables Florida buyers to "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

SECTION 19: FINANCIAL CONSEQUENCES

Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer may impose additional Financial Consequences beyond those stated herein to apply to that Customer's purchase. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Term Contract termination, or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

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Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 60th calendar day after the close of each State fiscal quarter	$250 per day late

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

Enterprise Standard Terms and Conditions revisions:

The corresponding subsections of the Enterprise Standard Terms and Conditions referenced below are hereby deleted in their entirety:

SECTION 3.2.3: WAIVER
SECTION 6.1: PRICING
SECTION 6.2: BEST PRICING OFFER
SECTION 6.3: PRICING DECREASES
SECTION 6.3.3: EQUITABLE ADJUSTMENT
SECTION 6.5: TRANSACTION FEES
SECTION 7.5: FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY
SECTION 10.7: INDEMNIFICATIONSECTION
SECTION 14.2.4: MFMP TRANSACTION FEE REPORTS
SECTION 14.4: PERFORMANCE DEFICIANCIES

The corresponding subsections of the Enterprise Standard Terms and Conditions referenced below are hereby replaced in their entirety:

SECTION 4.2.1: SUSPENSION OF WORK

The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice of no fewer than 30 days outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

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SECTION 6.4: PURCHASE PREREQUISITES

The contractor must ensure that entities receiving payment directly from customers under this Term Contract have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com)
- Have a current W-9 filed with the Florida Department of Financial Serviced (https://flvendor.myfloridacfo.com)

SECTION 7.1: WARRANTY OF ABILITY TO PERFORM

Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists.

SECTION 7.3: ASSIGNMENT

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract upon prior written notice to Contractor of its intent to do so.

SECTION 7.4.1: SUBCONTRACTORS

The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

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SECTION 10.1: DISPUTE RESOLUTION

In the event there is a dispute concerning performance of the Contract, except for disputed transactions, the parties shall discuss and seek to arrive at a resolution in good faith. In the event the parties are unable to arrive at a resolution, then the Department's designated Contract Manager shall reduce State's decision as to such dispute to writing and serve a copy on the Contractor. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

SECTION 12.3: PUBLIC RECORDS REQUIREMENTS PURSUANT TO SECTION 119.0701, F.S.

Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

ii. Upon request from the Department's custodian of public records, provide the Department 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.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Subject to any retention of data required by applicable taxing authorities. If the Contractor keeps and maintains public records upon completion of the Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF

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PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

SECTION 13: DATA SECURITY

Contractor hereby represents, warrants and covenants that it shall cause and ensure that all measures set forth in Section 9.6 and Exhibit G, Section 7 of the Master Agreement be provided and delivered to the State, and all representations, warranties and covenants made in such sections are hereby also made to State.

SECTION 14.2.1 TERM CONTRACT QUARTERLY SALES REPORTS

The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 60 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

SECTION 14.2.2: CERTIFIED AND MINORITY BUSINESS ENTERPRISES

Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, and minority code of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

SECTION 14.2.3: AD HOC SALES REPORTS

The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these mutually agreed upon documents and reports in the format acceptable to the Department and within the timeframe specified by the Department and the Contractor.

SECTION 14.5: INSPECTION

14.5.1 Statutory Inspection Rights. If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the

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Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.
Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.2 Inspection Compliance. The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 16: CONFIDENTIALITY

The Contractor shall not divulge to third parties any materials marked by Customer as "confidential information" obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Term Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor hereby represents, warrants and covenants that it shall cause and ensure that all measures set forth in Section 9.6 and Exhibit G, Section 7 of the Master Agreement be provided and delivered to the State, and all representations, warranties and covenants made in such sections are hereby also made to State. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

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Exhibit B

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ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

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SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

"Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

"Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S.").

"Contractor" means the person or entity that is a party to the Term Contract and is offering Products for purchase.

"Customer" means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C."), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

"Department" means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

"Enterprise Alternate Contract Source" means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

"Product" means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

"State" means the State of Florida

"State Term Contract" means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

"Term Contract" means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto**.** The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 Amendment. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

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Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 **Notices.** Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department’s Contract Manager and the Department shall deliver all notices to the Contractor’s Contract Manager.

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3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 **Suspension of Work and Termination.**

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

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the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

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4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C.**,** and linked here http://www.flrules.org/Gateway/reference.asp?No=Ref-16731, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

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5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order**,** as defined in Rule 60A-1.001, F.A.C**.**

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

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6.5 **Transaction Fees.** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

6.6 **Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

7.1 **Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

7.2 **Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

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7.3 **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 **Employees, Subcontractors, and Agents.**

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

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Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 Department's Contract Manager. The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

8.2 Contractor's Contract Manager. The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

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U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

(a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

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Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

(c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 Governing Law and Venue. The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.

10.7 Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

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subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

11.1 Department of State Registration. Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

11.2 Time is of the Essence. Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

11.3 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

12.1 General Record Management and Retention. The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

12.2 Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

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In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

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Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

12.3 **Public Records Requirements Pursuant to Section 119.0701, F.S.** Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

ii. Upon request from the Department's custodian of public records, provide the Department 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.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

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12.5 Intellectual Property.

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 Performance Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times,

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upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 Contract Reporting. The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 Business Review Meetings. Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

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- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

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1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

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SECTION 17. SUPPLIER DEVELOPMENT.

17.1 **Office of Supplier Development.** The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

17.2 **Reporting Certified Business Enterprises.** Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

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Alternate Contract Source (ACS)
No. 78181701-21-NASPO-ACS
For
Fuel Card Services

This Alternate Contract Source ("ACS" or "Contract") No. 78181701-21-NASPO-ACS; for Fuel Card Services, is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and WEX Bank, 1 Hancock Street, Portland, Maine 04101 (Contractor), registered to do business in Florida as Wex Inc., collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

> To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, the Department evaluated the Master Agreement and determined that use of the Master Agreement is cost-effective and in the best interest of the State.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term and Effective Date.**

The Master Agreement became effective October 1, 2020, and its term currently ends on December 31, 2025 The Master Agreement has five years of renewals available. The ACS will become effective on April 6, 2021, or on the date signed by all Parties, whichever is later. The ACS will expire on December 31, 2025, unless terminated earlier or renewed in accordance with Exhibit B, Special Contract Conditions

2. **Order of Precedence.**

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibit A, Exhibit B, Exhibit C, and this Contract document constitue the Participating Addendum to the Master Agreement, and modify or supplement the terms and conditions of the Master Agreement (Exhibit D). All exhibits

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listed below are incorporated by reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

a) This ACS document and amendments, with the latest issued having priority.
b) Exhibit A: Additional Special Contract Conditions (Florida)
c) Exhibit B: Special Contract Conditions (Florida)
d) Exhibit C: Schedule of Points and Fees
e) Exhibit D: Cooperative Purchasing Master Agreement No. 00819, Fleet Card Services

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. National Annual Volume

The National Annual Volume Incentive will be applied as an ancillary credit for each Customer.

4. Purchases off this ACS.

Upon execution of this ACS, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

5. Primary Contacts

Department's Contract Manager:
Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: Christopher.McMullen@dms.fl.gov

Contractor's Contract Manager:
Denise Baumgart
Strategic Relationship Manager
WEX Inc.
1 Hancock Street
Portland, ME 04101
Telephone: (913) 538-6781
Email: denise.baumgart@wexinc.com

Alternate Contract Source (ACS)
No. 78181701-21-NASPO-ACS
For
Fuel Card Services

6. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Agreement after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

CONTRACTOR
Wex Bank

DS
ASR

DocuSigned by:
C12BE2BB9446476...

Tim Laukka, President

4/5/2021 | 12:28 PM PDT

Date:

STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES

DocuSigned by:
991459A21110A3...

Tami Fillyaw, Chief of Staff

4/5/2021 | 5:35 PM EDT

Date:

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

ADDITIONAL SPECIAL CONTRACT CONDITIONS
Exhibit A

The Contractor and Customers acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in the Department's Contract as modified and supplemented by the Special Contract Conditions and these Additional Special Contract Conditions.

Contractor acknowledges that the Participating State is an agency of the State of Florida and as such, the Contract will include the terms and conditions in these Additional Special Contract Conditions. All references to the Contract in these Additional Special Contract Conditions include the terms and conditions herein.

A. Contractor and applicable subcontractors, affiliates, partners, resellers, distributors, and dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of a subcontractor, reseller, distributor, or dealer. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

B. Purchases Prerequisites: Before fulfilling any Customer purchases and receiving payment, the Contractor and applicable subcontractors, affiliates, partners, resellers, distributors, and dealers must have met the following requirements, unless further notated below:
   - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
   - Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com) *only required if receiving payment.
   - Not be on the State's Convicted, Suspended, or Discriminatory Vendor lists (http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)
   - Comply with E-Verify requirements set forth in section 448.095, F.S, if applicable.
   - Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com) *only required if receiving payment.
   - For subcontractors, affiliates, partners, resellers, distributors, and dealers (Third Party Entities) fulfilling any Customer purchases and receiving payment from a Customer, Contractor shall include in any agreement with such Third Party Entities that they shall adhere to the requirements set forth above, if applicable, prior to fulfilling any Customer purchases.

C. Contract Reporting: The Contractor shall provide the following reports associated with this Contract.

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1) Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports to the Department's Contract Manager within 60 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30). The Contractor's first Quarterly Sales Report will be due 60 calendar days after the first full quarter following Contract execution.

   Reports must be submitted in MS Excel format in a format agreed upon between contractor and the Department's contract manager. The report shall include all Customer sales received and associated with this Contract during the quarter. Initiation and submission of the Quarterly Sales Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, the Contract may be terminated, or the Department may choose to not renew the Contract.

2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer, spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name and minority code of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these mutually agreed upon documents and reports within the timeframe specified by the Department and the contractor.

D. Financial Consequences: The following financial consequences will apply for the Contractor's non-performance of the provision of the Quarterly Sales Reports and the MFMP Transaction Fee Reports. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with these provisions of the Contract. The Contractor and the Department agree that the financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

   The financial consequences will be paid via check or money order and made out to the Department of Management Services in U.S. dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

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Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance (Per Calendar Day Late/Not Received by the Contract Manager)
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 60th calendar day after the close of each State fiscal quarter	$250

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

Quarter 1 - (July-September) – due 60 calendar days after close of the period
Quarter 2 - (October-December) – due 60 calendar days after close of the period
Quarter 3 - (January-March) – due 60 calendar days after close of the period
Quarter 4 - (April-June) – due 60 calendar days after close of the period

The Department may not consider renewal of a Contract or price adjustments if the Contractor is late on submitting required reports or for outstanding fees owed.

E. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer will provide the format for the Contractor's agenda. In the event the Department or Customer schedules a business review meeting, the Contractor shall submit the completed agenda to the Department or Customer for review and acceptance prior to the meeting. The Contractor shall address the agenda items and any of the Department's or Customer's additional concerns at the meeting. At a minimum, the agenda items may include:

   a. Contract compliance
   b. Savings report (in dollar amount and cost avoidance)
   c. Spend reports by Customer
   d. Recommendations for improved compliance and performance

   Failure to comply with this section may result in the Contractor being placed on a Corrective Action Plan and possible termination of the Contract.

F. The following sections of Exhibit B, Special Contract Conditions are hereby deleted in their entirety:

   Section 3.1 Pricing
   Section 3.2 Pricing Decreases
   Section 3.4 Purchase Order
   Section 3.7 Transaction Fees
   Section 6.4 Inspection and Acceptance of Commodities

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Section 6.5 Safety Standards
Section 6.8 Waiver
Section 7.1 Workers' Compensation Insurance
Section 7.2 General Liability
Section 7.3 Florida Authorized Insurers
Section 7.4 Performance Bond
Section 7.5 Indemnfifcation
Section 7.6 Limitation of Liability
Section 11.3 Performance Delay
Section 11.4 Force Majeure , Notice of Delay, and No Damages for Delay.

G. The following sections of Exhibit B, Special Contract Conditions are hereby replaced in their entirety:

a. Section 2.3.1, Suspension of Work
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide advance written notice of no fewer than 30 days outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

b. Section 2.3.2, Termination of Convenience
The Contract may be terminated by the Department in whole or in part at any time subject to advance written notice of no fewer than 30 days, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor

c. Section 3.5, Travel
Travel expenses are not reimbursable.

d. Section 5.2, Dispute Resolution, Governing Law, and Venue
In the event there is a dispute concerning performance of the Contract, except for disputed transactions, the parties shall discuss and seek to arrive at a resolution in good faith. In the event the parties are unable to arrive at a resolution, then the Department's designated Contract Manager shall reduce State's decision as to such dispute to writing and serve a copy on the Contractor. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all

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such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

e. Section 6.2, Assignment
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract upon prior written notice to the Contractor.

f. Section 8.1.2(d)
Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Subject to any retention of data required by applicable taxing authorities. If the Contractor keeps and maintains public records upon completion of the Contract, the 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.

g. Section 9, Data Security
Contractor hereby represents, warrants and covenants that it shall cause and ensure that all measures set forth in Section 9.6 and Exhibit G, Section 7 of the Master Agreement be provided and delivered to the State, and all representations, warranties and covenants made in such sections are hereby also made to State.

h. Section 13.1, Background Check
The Department or Customer may request the Contractor to conduct background checks of its employees providing services under this Contract (directly or indirectly) and/or perform appropriate screening of all agents, representatives, and subcontractors providing services under this Contract (directly or indirectly). The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors should they fail a background check and/or screening process. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within five (5) calendar days (or sooner as directed by the relevant Contractor policy) any conviction (or plea of no contest) for any disqualifying offence listed in 13.3 below, that triggers reporting obligations pursuant to the relevant Contractor policies. The Contractor must promptly notify the Contract Manager of all details concerning any reported conviction. Upon the reasonable request of the Department or Customer, the Contractor will re-screen any of its employees providing services under this contract (directly or indirectly) or request re-

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screening of any agents, representatives, and subcontractors providing services under this contract (directly or indirectly) in each case during the term of the Contract.

i. Section 13.2, E-Verify
The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five (5) days of Contract execution. This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S. This section shall only be deemed to apply to the extent Contractor is subject to the applicable State E-Verify laws

j. Section 13.3 Disqualifying Offenses
If at any time it is determined that a person directly or indirectly providing commodities and services under this Contract has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;
(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

k. Section 13.4, Confidentiality

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The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor hereby represents, warrants and covenants that it shall cause and ensure that all measures set forth in Section 9.6 and Exhibit G, Section 7 of the Master Agreement be provided and delivered to the State, and all representations, warranties and covenants made in such sections are hereby also made to State. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

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SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

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Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

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AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

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Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

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6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

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All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the 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, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the 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 the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the 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.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract 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 the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department’s delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

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EXHIBIT C
SCHEDULE OF POINTS AND FEES

1. **Incentive Share #1 – Standard Volume Incentive** – Each Customer will receive a basis point (percentage) of their quarterly standard sales volume. The formula for calculating the Standard Volume Incentive is:

   Quarterly Total Volume x basis points = Quarterly Standard Volume Incentive.

   Basis Points Offered: __170 basis points (1.70%)_____

2. **Incentive Share #2 – Prompt Payment Incentive** – Each Customer will receive a basis point (percentage) of their Quarterly Total Volume based on the entity's average speed of pay. The formula for calculating the Prompt Payment Incentive is:

   Quarterly Total Volume x Basis Points for Entity average file turn days = Quarterly Prompt Payment Incentive.

   Note: The payment terms for the Master Agreement is forty-five (45) days.

Basis Points Offered:

Avg File Turn Days	Basis Point
1	20
2	19
3	18
4	17
5	16
6	15
7	14
8	13.5
9	13
10	12.5
11	12
12	11.5
13	11
14	10.5
15	10
16	9.5
17	9
18	8.5
19	8.125
20	7.75

Avg File Turn Days	Basis Point
21	7.375
22	7
23	6.625
24	6.25
25	5.875
26	5.5
27	5.125
28	4.75
29	4.375
30	4
31	3.75
32	3.5
33	3.25
34	3
35	2.75
36	2.5
37	2.25
38	2
39	1.75
40	1.5

Avg File Turn Days	Basis Point
41	1.25
42	1
43	0.75
44	0.5
45	0.25
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0

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3. **Incentive Share #3 – National Annual Volume Incentive** – Each Participating State will receive an incentive based on the total National Annual Volume (total annual sales for all Participating States/Participating Entities). The formula for calculating the National Annual Sales Volume Incentive is:

   National Annual Volume (for all Fleet products) x basis points = National Annual Sales Volume Incentive.

   Basis Points Offered:

Total Annual Spend	Basis Points
$50,000,000 – $100,000,000	**10**
$100,000,001– $200,000,000	**15**
$200,000,001– $300,000,000	**20**
$300,000,001– $400,000,000	**25**
$400,000,001+	**30**

FEES

Below is a list of fees allowed under this Master Agreement. If choosing to charge these fees throughout the agreement, indicate the amount and/or rates here.

Fee Type	Fee Amount
Foreign Transaction Fee	1.5% of the total transaction value
Overnight Delivery Fee	$15.00 per occurrence

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COOPERATIVE PURCHASING MASTER AGREEMENT

NO. 00819

FLEET CARD SERVICES

For Use by Eligible Participating States

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

WEX BANK

Dated October 1, 2020

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COOPERATIVE PURCHASING MASTER AGREEMENT

NO. 00819

FLEET CARD SERVICES

This Cooperative Purchasing Master Agreement ("Master Agreement") is made and entered into by and between Enterprise Services acting by and through the State of Washington ("Enterprise Services") and WEX Bank, a Utah corporation ("Contractor") and is dated as of October 1, 2020.

RECITALS

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services to support Washington state agencies. *See* RCW 39.26.050(1); RCW 39.26.080(3). The Washington State Legislature has authorized Enterprise Services to make these master contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to any other local or federal government agency or entity, any public benefit nonprofit organizations, or any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).

B. The Washington State Legislature also has authorized Enterprise Services to participate in, sponsor, conduct, or administer certain cooperative purchasing agreements for the procurement of goods or services. *See* RCW 39.26.060(1). One of the approaches that Enterprise Services utilizes to participate in cooperative purchasing agreements with other states is NASPO ValuePoint.

C. NASPO ValuePoint is the cooperative contracting arm of the National Association of State Procurement Officials (NASPO). NASPO ValuePoint is led by state procurement officers from member states. NASPO ValuePoint does not award contracts, rather, it assists states, for an administrative fee, in their collaboration pertaining to solicitations and the resulting Master Agreements.

D. Pursuant to the NASPO ValuePoint cooperative purchasing model, a state serves as the 'lead state' to conduct a competitive procurement in compliance with that state's procurement laws and award a Master Agreement with a contractor for the specified goods or services. States (including the District of Columbia and the organized territories of the United States), including the lead state, then may participate in that Master Agreement by executing a Participating Addendum with the awarded contractor. Until a Participating Addendum is executed by the applicable state (a 'participating state'), no agency or other eligible organization (a 'purchasing entity') may utilize the products and services offered pursuant to the cooperative purchasing Master Agreement. Under Washington law, at the time of solicitation, states may provide supplemental substantive terms and conditions to inform the competitive procurement. In addition, pursuant to their Participating Addendum, states may require certain administrative terms and conditions (e.g., a vendor management fee for sales within the state, state registration and reporting). Contractor, however, has no obligation to condition execution of a Participating Addendum on substantive terms and conditions that were not competitively procured.

E. Enterprise Services, as a part of a cooperative purchasing competitive governmental procurement, with administrative support from NASPO ValuePoint, issued Competitive Solicitation No. 00719/00819 dated June 4, 2019 regarding Commercial Card Services, resulting in two separate Cooperative Purchasing Master Agreements. Eleven (11) states indicated an intent to utilize the resulting cooperative purchasing Master Agreement.

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F. Enterprise Services and a stakeholder team consisting of representatives from Washington, Oregon, California, Colorado, and Minnesota evaluated all responses to the Competitive Solicitation and identified Contractor as the Apparent Successful Bidder (ASB) Category 2 – Fleet Card Services.

G. Enterprise Services determined that entering into this Master Agreement will meet the cooperative purchasing needs and be in the best interest of the State of Washington.

H. The purpose of this Master Agreement is to enable Participating or Purchasing Entities to utilize Commercial Card Services – Fleet Card Services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** The term of this Master Agreement starts on October 1, 2020 and ends on December 31, 2025; The Fleet Card services provided pursuant to this Master Agreement start January 1, 2021 and end on December 31, 2025; provided, however that, the contract term shall be extended for twenty-four (24) months if, in Enterprise Services' sole, reasonable judgement, Contractor meets the following performance metrics:
    - Reports: Contractor provides timely and accurate reports as detailed in this Master Agreement and Participating Addendums; and
    - Rebate: Contractor provides timely and accurate rebates as detailed in this Master Agreement and Participating Addendums.

    Provided, further however, Contractor shall provide implementation and transition support to Participating States who wish to utilize the Master Agreement, beginning upon the Participating Addendum execution date so as to effectuate a smooth transition for Participating States and Purchasing Entities for Fleet Card services to start on January 1, 2021.

2. **PARTICIPANTS.** Use of this Master Agreement may be authorized by Participating States for use by Purchasing Entities as set forth herein.

    2.1. PARTICIPATING STATES. For the purpose of this Master Agreement, a Participating State shall mean: any state, or U.S. territory (e.g., District of Columbia, Puerto Rico, etc.) ("State") that executes a Participating Addendum with the Contractor. Such Participating Addendum will authorize Purchasing Entities for such Participating State and must be executed by the chief procurement officer for the applicable Participating State; *provided however,* that some States, with state authority to do so and permission from such state chief procurement officer, may authorize local governments, political subdivisions, and other entities to execute a Participating Addendum. Contractor may not provide Fleet Card Services under this Master Agreement until a Participating Addendum acceptable to the Participating State and Contractor is executed.

    2.2. PURCHASING ENTITIES. For the purpose of this Master Agreement, a Purchasing Entity is any eligible entity authorized by a Participating State to participate in the Master Agreement (i.e. to purchase from the Master Agreement) pursuant to a Participating Addendum. Purchasing Entities may be required to execute a Card User Agreement (CUA) as outlined in this Master Agreement and shall be financially committed to the card account unless otherwise agreed to in the Participating Addendum.

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2.3. PARTICIPATING ADDENDUM. For the purpose of this Master Agreement, a Participating Addendum is the document executed between a Participating State and Contractor that enables eligible Purchasing Entities to utilize the Master Agreement. The terms and conditions set forth in the Master Agreement are applicable to any Purchasing Entity except to the extent altered, modified, supplemented, or amended by a Participating Addendum. The Participating Addendum enables Participating States to specify state specific administrative terms and conditions to enable utilization of the Master Agreement. In no event shall a Participating Addendum change the material terms and conditions set forth in this Master Agreement. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

2.4. PARTICIPATING ADDENDUM CHANGES. Participating Addenda shall not be construed to amend the Master Agreement provisions pertaining to NASPO ValuePoint program requirements.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

3.1. SCOPE. Pursuant to this Master Agreement, Contractor is authorized to provide only those goods and services set forth in *Exhibit A – Fleet Card Products* and *Exhibit G Fleet Card Requirements* and provide the Rebate/Incentive Share as set forth in *Exhibit B – Rebate/Incentive Share*. Contractor shall not represent to any Participating or Purchasing Entity under this Master Agreement that Contractor has contractual authority to provide any goods and services beyond those set forth in *Exhibit A – Fleet Card Products* and *Exhibit G Fleet Card Requirements*.

3.2. LEAD STATE'S ABILITY TO MODIFY SCOPE OF MASTER AGREEMENT. Subject to mutual written agreement between the parties, Enterprise Services reserves the right to modify the goods and services included in this Master Agreement; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Agreement.

3.3. INCENTIVE SHARE ADJUSTMENT. Incentive share and fees shall remain firm and fixed for the term of the Agreement. Enterprise Services reserves the right to negotiate a greater incentive share at any time during the life of the Agreement. A greater incentive share must be mutually agreed between the Parties. A Participating State may negotiate the specifics of the Incentive Share Component, but shall not exceed the total basis points offered by the Contractor.

3.4. PRICE CEILING. Contractor's Basis Points as set forth in this Master Agreement shall be fixed. Contractor's fees (e.g. overnight card delivery and international transactions) set forth in this Master Agreement shall be the maximum fees Contractor may charge during the term of the Master Agreement.

3.5. MASTER AGREEMENT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Agreement, including scope and pricing, to the eligible Participating Entities.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Master Agreement and at the time any Card User Agreement (CUA) is placed pursuant to this Master Agreement and Participating Addendum. If, at the time of any such agreement, Contractor cannot make such representations and warranties, the Contractor shall not process any additional CUA and shall notify Enterprise Services, in writing, of such breach as soon as commercially reasonable but, in no event, later than ten (10) days after Contractor has knowledge of any such breach.

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4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington and that, if required to by law, it will register with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington. Contractor further represents and warrants that it will do the equivalent, to the extent required, for any Participating State for which it executes a Participating Addendum.

4.2. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

4.3. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Agreement and the three (3) year period immediately preceding the award of the Master Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.

4.4. PAY EQUALITY. Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Agreement and any Participating Entity hereunder similarly may suspend or terminate its use of the Master Agreement and/or any Participating Addendum entered into pursuant to the Master Agreement.

4.5. EXECUTIVE ORDER 18-03 WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, as previously certified in Contractors bid submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Master Agreement, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

4.6. INTENTIONALLY DELETED.

4.7. INTENTIONALLY DELETED.

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4.8. QUALITY OF GOODS AND SERVICES. Contractor represents and warrants that any goods and services provided pursuant to this Master Agreement, shall conform to this Master Agreement and Cardholder User Agreement, and shall be provided in full compliance with applicable law.

4.9. NO EFFECT OF ADDITIONAL TERMS AND CONDITIONS. Other than the terms and conditions listed in *Exhibit E - WEX Forms and Specific Terms & Conditions*, attached hereto, the terms of which shall govern the parties' relationship with respect to the relevant subject matter, Contractor represents and warrants that any Authorized Users agreement to "click through" or other terms and conditions shall not be binding and shall have no force or effect as to the Services of this Master Agreement or Participating Addendum, unless agreed to in writing between the parties. Without prejudice to first sentence of this Section 4.9, the parties agree that the terms and conditions listed in Exhibit E do not modify, amend or change the Master Agreement in any way and if there is a conflict between Master Agreement and any of the terms in Exhibit E, Master Agreement will govern. The parties agree that the "WEX Click Through Agreement" as set forth in Exhibit E shall apply with respect to any Purchasing Entity's use of the WEX website, notwithstanding anything to the contrary in the click-through terms and conditions that any Purchasing Entity shall click to approve in order to access such website.

4.10. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Participating Entity's employees. Contractor further represents and warrants that it will do the equivalent for any Participating State for which it executes a Participating Addendum.

4.11. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Agreement, Contractor shall maintain an accurate profile in WEBS.

4.12. STATEWIDE PAYEE DESK. Contractor represents and warrants that, prior to conducting any transactions under this Master Agreement, Contractor will register with Washington's Statewide Payee Desk, which registration is a condition to invoice payment for the State of Washington.

4.13. MASTER AGREEMENT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Agreement with eligible Participating Entities and ensure that those entities that utilize this Master Agreement are eligible Participating Entities. Contractor understands and acknowledges that neither Enterprise Services nor any Participating Entity are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, the State of Washington, or any Participating or Purchasing Entity in any promotional material without the prior written consent of Enterprise Services.

4.14. MASTER AGREEMENT TRANSITION. Contractor covenant that, in the event this Master Agreement or a similar contract, is transitioned to another contractor (e.g., Master Agreement expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of nine (9) months to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and all other Participating Entities.

5. USING THE MASTER AGREEMENT – ESTABLISHING A CARD USER AGREEMENT.

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5.1. ESTABLISHING A CARD USER AGREEMENT (CUA). Purchasing Entities shall establish a Card User Agreement as described in Exhibit D or as modified by the Participating State's Participating Addendum in order to receive cards, establish access to the online system, and leverage any other goods and services from this Master Agreement.

5.2. EXTENSION OF CREDIT. Contractor in its sole discretion extends credit and establishes accounts for Purchasing Entities. Contractor may research the financial condition of any Purchasing Entity. If requested, Purchasing Entity agrees to furnish Contractor copies of its official and finalized financial statements or other applicable financial information no later than 120 days following the end of each of its fiscal years. The financial statements shall have been prepared, consistently year over year and shall be in accordance with the books and records of Purchasing Entity. Any financial information submitted shall be kept strictly confidential by Contractor.

(a) Purchasing Entities or any other entity or individual authorized by a Purchasing Entity to use an account opened pursuant to this Master Agreement or, as applicable, a Participating Addendum, or cards issued by Contractor pursuant to this Master Agreement or, as applicable, a Participating Addendum (each such entity or individual an "Account User") can make purchases up to the credit limit that is assigned by Contractor. The credit limit appears on the billing statement and can be monitored via WEXOnline®. Each Purchasing Entity shall not to exceed its credit limit. Contractor may change the credit limit without prior notice. Contractor will use its best efforts to provide advance notice of any changes to the credit limit. If Contractor is unable to provide advance notice, Purchasing Entity will receive notification promptly following any such change. If Contractor has previously permitted Participating Entity to exceed its credit limit, it does not mean that Contractor will permit Participating Entity to exceed its credit limit again.

(b) Contractor may suspend an account or refuse to authorize any transaction in its sole discretion and specifically in the event that: (i) any balance is past due more than 60 days (Purchasing Entity are contacted by WEX strategic receivables team prior to suspension. Should the authorized contact not respond, WEX strategic receivables will notify the Purchasing Entity's WEX premium fleet account manager to escalate concern to other contacts within that Purchasing Entity); and/or (ii) the amount of the transaction plus the outstanding balance (including transactions authorized but not yet posted) exceeds the credit limit. Contractor shall notify the Purchasing Entity prior to account suspension for past due balances or exceeding credit limits. Each Purchasing Entity shall, immediately upon request, pay the amount over the limit and any associated fees or the entire balance due on the account. Nothing contained in this Master Agreement prevents Purchasing Entity or an Account User from requesting a modification of the credit limit.

5.3. ACCOUNTS AND ACCOUNT USERS.

(a) Purchasing Entity shall designate its Account Users as well as those contacts authorized to: (i) provide Contractor with the information necessary to establish and maintain Account(s), Cards, and DINs; (ii) provide vehicle, driver and other information; (iii) receive all Account numbers, Cards or reports; (iv) receive other Account information; and (v) select additional products and/or services that may be offered. Purchasing Entity will provide notice of any change or removal of any contact or Account User either in writing, by telephoning Contractor's customer service department or through Contractor's online system. Purchasing Entity remains liable for any unauthorized use until Contractor receives notice of any change in or removal of any Account User or contact. Contractor is

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authorized to take instruction from any Account User or contact with apparent authority to act on Purchasing Entity's behalf. Unless Purchasing Entity reports any errors in Account information or Cards, Contractor is entitled to rely on that information for servicing the Account.

(b) Purchasing Entity is responsible for notifying Contractor of any revocation of any Account User's authority and Purchasing Entity shall remain liable for any charges made by an Account User until notice of revocation of authority is received by Contractor. Purchasing Entity agrees that use of a Card and the applicable DIN is deemed authorized use of the Account. Purchasing Entity assumes all risk if Purchasing Entity chooses to leave a Card at an accepting location for use by its drivers or Account Users and as such, agrees to pay for all charges made with that Card or on that Account. Purchasing Entity agrees to keep DINs confidential and to provide for its employees or Account Users to not disclose any DIN. If Account Users or other employees disclose a DIN or write a DIN on a Card, then Purchasing Entity is liable for any fraudulent use that may result even if the disclosure is inadvertent or unintentional.

(c) All Cards will be valid through the expiration date listed on the Card. Participating Entity will automatically receive new Cards prior to the expiration date of their current Cards. Standard delivery time for renewal cards is 30 to 45 days prior to the card expiration. Purchasing Entity's may request an earlier renewal timeframe if necessary.

(d) Accounts and Cards will only be used for the purchase of products and services for business or commercial purposes and not for personal, family or household purposes. Purchasing Entity shall adopt internal policies and controls to ensure that the Accounts and Cards are used strictly for business or commercial purposes. Purchases of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges are prohibited. Purchasing Entity agrees that Purchasing Entity's use of Cards or Accounts is deemed acceptance by Purchasing Entity of this Agreement's terms.

(e) Contractor is not responsible in the event a merchant does not accept or honor a Card or Account number as payment.

5.4. DISPUTED AMOUNTS.

(a) Purchasing Entity shall use its best efforts to resolve purchase disputes directly with the relevant merchant particularly such disputes arising out of quality or warranty issues.

(b) During dispute a temporary credit may be placed on Purchasing Entity's account. All disputed items must be submitted in writing within sixty (60) days from the billing date or they will be final and binding. Purchasing Entity may dispute an amount reflected on a billing statement if: (i) the amount does not reflect the face value of the Transaction; (ii) the amount being disputed is a fee that is not properly accrued under this Agreement; or (iii) Purchasing Entity does not believe it is liable for that amount.

(c) Transactions made at an island card reader where the Purchasing Entity or Account User did not obtain a receipt at the time of sale are eligible for dispute. However, the receipt may provide the only opposing record to the transaction information submitted by the

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merchant. It is also important to note that island card reader transactions require both a valid card and DID to be authorized.

(d) Transactions in dispute may qualify for charge back to the merchant. Contractor shall attempt to charge the Transaction back to the merchant in accordance with its procedures under its merchant acceptance agreements. Any accepted charge back will be credited to the relevant Account. The Purchasing Entity may be liable for the Transaction if the disputed item is found to be no fault of the merchant and therefore cannot be charged back to the merchant.

5.5. NOTICE OF LOSS, THEFT OR UNAUTHORIZED USE. In the event that Purchasing Entity or an Account User knows of or suspects the loss, theft or possible unauthorized use of a Card or Account or if Purchasing Entity would like to terminate an Account User, Contractor must be immediately notified by calling 1-800-492-0669.

5.6. CONTROLS. Purchasing Entity may request that Controls be applied to its Account(s).

5.7. UNAUTHORIZED USE AND UNAUTHORIZED TRANSACTIONS.

(a) The availability and effectiveness of Controls is dependent upon each merchant's adoption of card specifications and the information, including product codes that the merchant transmits to Contractor. The product codes are assigned by each merchant and not by the Contractor. In addition, some Controls are not enforceable at island card readers due to equipment restrictions at the merchant location.

(b) Default Control values are only assigned by Participating Entity through the online product. More detailed information related to Controls and their limitations is available online. Contractor is not responsible for the prudence of any particular Control level selected by Participating Entity. Contractor shall use reasonable efforts to deny requests for Transaction authorizations that fall outside the selected Control parameters. Purchasing Entity remains responsible for payment in full of Transactions which fall outside of the Control parameters selected, if such Transactions are made with a valid Card and are processed by Contractor. The existence and/or use of Controls will not affect Purchasing Entity's liability for Unauthorized Transactions in certain circumstances and is more fully described in the guidance information provided when Purchasing Entities make Control elections. Only transactions submitted for authorization are subject to Controls and those Controls can only be enforced when the merchant provides sufficient information as part of the authorization.

(c) Contractor may, in its sole discretion and/or without prior notice, modify Authorization Controls for the purpose of the prevention of suspected fraudulent activity, see Exhibit G Section 15 Fraud Protection. Contractor will notify Purchasing Entity after any modification is made. Purchasing Entity agrees it is responsible for reviewing fraud control data provided by Contractor for the purpose of detecting fraud that may occur within Control parameters.

5.8. REPORTS AND OTHER PRODUCT FEATURES.

(a) Contractor provides transaction data for each Account to the Purchasing Entity as transmitted by merchants. Purchasing Entity is responsible for reconciling that data. Contractor will report the data received from merchants and as such is not liable for accuracy or completeness of the data received, posted or contained in any specialty reports, management reports, data services or other information services provided. In

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addition, Purchasing Entity understands that in the event an error is identified in a report, such as incorrect product code, Purchasing Entity is still liable for the Transaction, but may follow the dispute process to obtain clarifying information.

(b) Except as otherwise expressly provided below, Purchasing Entity will be liable to Contractor for all unauthorized use or Unauthorized Transactions that occur: (i) when a Card is lost or stolen, for the period prior to which a Purchasing Entity gives notice to Contractor as provided in this Agreement; (ii) if such use or suspected use occurs as a result of the Purchasing Entity's lack of reasonable security precautions and controls surrounding the Cards or Accounts as described in this Agreement; or (iii) if such use results in a benefit, directly or indirectly, to the Purchasing Entity or Account User. Misuse as defined by Purchasing Entity internal Purchasing Entity policy by an Account User or other employee does not constitute fraud, unauthorized use, or an Unauthorized Transaction.

(c) Purchasing Entity may purchase dyed special fuel using its Account or Cards. Purchasing Entity acknowledges that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use. Contractor is not liable in any way for any misuse or mishandling by Purchasing Entity of any dyed special fuel. Upon request from applicable governmental authorities, Contractor may provide information regarding Participating Entity's dyed special fuel purchases without prior authorization from Purchasing Entity.

5.9. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Agreement, the Participating Addendum or as otherwise mutually agreed in writing between the Purchasing Entity and Contractor.

(a) On-Site Requirements. Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchasing Entity's physical, fire, access, safety, or other security requirements required by any Participating State or Purchaser Entity while on their premises. Purchase Entities shall clearly communicate any such requirements to Contactor in the event Contractor is on their premises.

5.10. INTERNATIONAL USE OF CARDS/CURRENCY CONVERSION.

(a) Cards are issued for use by Purchasing Entity's United States based operations, but may be used in Canada. Purchasing Entity may not distribute Cards to employees based in countries other than the United States. If Cards are used in any other country other than the United States, Purchasing Entity will: (i) be billed in US Dollars; and (ii) receive reporting in English.

(b) Contractor will convert any purchase made in a foreign currency into a U.S. Dollar amount before the Transaction is posted to the Account. The exchange rate between the Transaction currency (the foreign currency) and the billing currency (U.S. Dollars) used for processing international Transactions is a rate selected by Contractor using rates available from the Oanda Index for the date that the Transaction is posted by Contractor, which rate may vary from the rate Contractor itself receives, or the government mandated rate in effect at that time.

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6. STATEMENTS & PAYMENT.

6.1. CONTRACTOR STATEMENT. Contractor shall submit to Purchasing Entity's designated statement contact properly itemized account statements on a monthly basis. Such statements shall itemize the following:

(a) Master Agreement No. 00819

(b) Participating Addendum No.

(c) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Purchasing Entity Service Representative)

(d) Contractor's Federal Tax Identification Number

(e) Statement amount; and

(f) Payment terms, including any available prompt payment discounts.

Statements will not be processed for payment until receipt of a complete statement as specified herein.

6.2. PAYMENT.

(a) Payment is the sole responsibility of, and will be made by, the Purchasing Entity. Payment is due in full within the earlier of (a) forty-five (45) days of statement or (b) the date required pursuant to the applicable Participating Entity's prompt pay act or similar legislation, in each case on or before the relevant cutoff time on or before the Due Date. If Purchasing Entity fails to make timely payment(s) (i.e., by the applicable Due Date) in full, such failure shall constitute a "Payment Default." "Due Date" means the date on which the repayment of the balance of the account is due as provided on a billing statement. In the event of a Payment Default, Contractor may invoice in the amount of up to one percent (1%) per month on the amount overdue or a minimum of $1 (or as otherwise agreed in the applicable Participating Addendum) (the "Late Fee"). The Late Fee will be applied to the Total Outstanding Balance (as defined below) on the Calculation Date, not to exceed the amount allowable by applicable law]. The "Calculation Date" is the earlier of (a) the posting date for the Purchasing Entity's payment in full of the invoiced amount to its account, or (b) the last day of the Billing Cycle during which the Payment Default occurred. The "Total Outstanding Balance" is the invoiced amount, plus the amount of any unbilled transactions delivered by a merchant to Contractor, and minus any credits that have posted to the account, through the Calculation Date.

(b) Each Purchasing Entity shall be liable for all Transactions on the account to the fullest extent permitted by applicable law, except as expressly provided in this Agreement. Purchasing Entities may pay the entire balance of the account or a portion of it, at any time prior to its Due Date without penalty.

(c) Payments made via paper check are posted to the account after processing and must arrive at Contractor at least three Business Days before the Due Date on the billing statement. It can take up to three Business Days to process a check from the time the envelope containing a check arrives at Contractor's facility to posting of the check amount to the account.

(d) For payments not made by paper check, payments on a Business Day before the cut-off time (the "Cut-off Time") will be posted on that Business Day. Payments after the Cut-off Time on a Business Day, or on a day other than a Business Day, will be posted on the

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following Business Day. The Cut-off Times for payments not made by check are as follows: a payment transaction made via Contractor's online payment portal must be completed by 3:00 p.m. ET; a payment transaction made via IVR must be completed by 3:00 p.m. ET; and a payment transaction made via ACH must arrive to Contractor by 3:00 p.m. ET.

(e) Regardless of payment method, each Purchasing Entity must ensure that Purchasing Entity's account number is provided with the payment. Failure to do so will cause processing delays in posting the payment to the account. Payments that are received at locations other than the address specified on the billing statement, or that do not otherwise comply with instructions on the billing statement or this Master Agreement, may be delayed in posting.

(f) Each Purchasing Entity shall: (i) pay all fees set forth herein; (ii) pay all amounts payable for transactions on each card issued by Contractor, and (iii) perform all obligations, covenants, and warranties in this Master Agreement.

(g) Payments will be applied first to unpaid Late Fees and then to any unpaid balances. Each Participating Entity may pay their account balance or a portion of it, at any time prior to its due date without penalty.

6.3. OVERPAYMENTS. Contractor promptly shall refund to Purchasing Entity the full amount of any erroneous payment or overpayment. Such refunds shall occur promptly upon discovery by Contractor or within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchasing Entity shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchasing Entity may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

6.4. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.

6.5. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Agreement.

7. MASTER AGREEMENT MANAGEMENT.

7.1. MASTER AGREEMENT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following administrators as the respective single points of contact for purposes of this Master Agreement. Enterprise Services' contract administrator shall provide Master Agreement oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Agreement. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	Contractor

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Attn: WA Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411 Tel: (360) 407-2218 Email: DESContractsTeamCypress@des.wa.gov	Attn: Ryan Kelly WEX Inc. – North American Fleet 1 Hancock Street Portland, ME 04101 Tel: (952)-922-1104 Email: ryan.kelly@wexinc.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

7.2. CONTRACTOR RELATIONSHIP MANAGER. In each Participating Addendum, Contractor shall designate a Relationship Manager who shall be responsible for addressing Purchasing Entity issues pertaining to this Master Agreement and Participating Addendum. Notwithstanding any provision to the contrary, Contractor agrees that upon written notice from Participating State it shall collaborate with such State to transition the Relationship Manager duties to an alternative representative so as to achieve the mutually beneficial relationship intended by this Master Agreement.

7.3. ACCOUNT COORDINATOR. In each Participating Addendum, Contractor shall designate an Account Coordinator who shall be responsible for addressing Purchasing Entity issues pertaining to this Master Agreement and Participating Addendum. Notwithstanding any provision to the contrary, Contractor agrees that upon written notice from Participating State it shall collaborate with such State to transition the Account Coordinator duties to an alternative representative so as to achieve the mutually beneficial relationship intended by this Master Agreement.

7.4. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	**Contractor**
Attn: Legal Services Manager Washington Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411 Email: greg.tolbert@des.wa.gov	Attn: Gabriel Weiss Legal Director, North American Fleet 1 Hancock Street Portland, ME 04101 Email: gabriel.weiss@wexinc.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. CONTRACTOR SALES REPORTING; ADMINISTRATIVE FEE; & CONTRACTOR REPORTS.

8.1. NASPO VALUEPOINT ADMINISTRATIVE FEE. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter (1/4 or 25%) of one basis point (0.0025% or 0.000025) of the National Annual Volume no later than sixty (60) days following the end of the calendar year. The NASPO ValuePoint administrative fee is not negotiable. This fee may not be adjusted in any Participating Addendum. This fee is to be included as part of the pricing submitted with the bid.

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8.2. PARTICIPATING STATE ADMINISTRATIVE FEE. Some states may require an additional fee be paid directly to the state only on PURCHASES made by Purchasing Entities within that state. The fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee set forth above shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

9. **NASPO VALUEPOINT SUMMARY AND DETAILED USAGE REPORTS.** In addition to other reports that may be required by the Master Agreement, Contractor shall provide the following NASPO ValuePoint reports.

9.1. SUMMARY SALES DATA. Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zeros sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

9.2. DETAILED SALES DATA. Contractor also shall report detailed sales data by: (1) Participating State, (2) Purchasing Entity (customer type, e.g. local government, higher education, K12, non-profit); (3) transaction date; (4) transaction amount; and (5) line item description for transactions with Level 3 data. Reports are due on a quarterly basis and must be received by Enterprise Services and NASPO ValuePoint no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to Enterprise Services and to NASPO ValuePoint electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by Enterprise Services and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under participating addenda executed under this Master Agreement. The format for the detailed sales data report is shown in this Master Agreement.

9.3. NATIONAL ANNUAL SALES INCENTIVE REPORT. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator and Enterprise Services Contract Administrator with a National Annual Sales Volume Incentive Report reflecting each State's total annual spend, National Annual Volume Rebate earned no later than thirty (30) days after the end of the calendar year.

9.4. NASPO VALUEPOINT EXECUTIVE SUMMARY. Contractor shall provide NASPO ValuePoint an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

9.5. REPORT OWNERSHIP. Timely submission of these reports is a material requirement of the Master Agreement. Enterprise Services and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy and otherwise use reports, data and information provided under this section.

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9.6. CONFIDENTIALITY OF DETAILED SALES DATA AND PARTICIPATING ADDENDA.

(a) Participating Addenda, as well as transaction data relating to purchases under this Master Agreement that identify the entity, transaction dates, line item descriptions and volumes, and prices/rates, shall be Confidential Information. Except as required by law, Contractor shall hold Confidential Information in confidence and shall not transfer or otherwise disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of purchase transactions under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. This provision does not apply to disclosure to the Lead State, a Participating State or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

(b) Contractor shall use and disclose Data solely and exclusively for the purpose of providing the services; and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Data for Contractor's own purposes or for the benefit of anyone other than the Participating Entity without their prior written consent.

10. NASPO VALUEPOINT COOPERATIVE PROGRAM MARKETING AND PERFORMANCE REVIEW.

10.1. NASPO VALUEPOINT COOPERATIVE PROGRAM. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement, including the competitive nature of NASPO ValuePoint procurements, the Master Agreement and Participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

10.2. LOGOS. NASPO ValuePoint logos may not be used by the Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

10.3. ANNUAL CONTRACT REVIEW. Contractor agrees to participate in an annual contract performance review at a location selected by Enterprise Services and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

11. RECORDS RETENTION & AUDITS.

11.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Card User Agreements (CUA) entered into by Participating or Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Agreement or final payment for any order placed by a Participating or Purchasing Entity against this Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

11.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly issued the Purchasing Entity the applicable rebate/incentive share. Accordingly, no more than once per calendar year (or more

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frequently to the extent agreed between the parties), upon advance written notice of no fewer than 60 days from Enterprise Services, Contractor shall permit Enterprise Services, any Participating or Purchasing Entity, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or agreements entered into by Participating and/or Purchasing Entities under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Agreement or final payment for any account under this Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

11.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Participating or Purchasing Entity, Contractor shall (a) reimburse Participating or Purchasing Entity for any overpayments inconsistent with the terms of this Master Agreement, at a rate of 100% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Purchasing Entity for any underpayment of fees, at a rate of 100% of such fees found as a result of the examination of the Contractor's records.

Underpayment of Rebate/Incentive Share. Without limiting any other remedy available to any Participating or Purchasing Entity, in the event of a material underpayment of the Rebate/Incentive Share, in addition to compensating such Participating or Purchasing Entity for the deficiency, Contractor shall reimburse such Participating or Purchasing Entity for its reasonable out-of-pocket expenses incurred to discover and calculate the amount of such deficiency, or 25% of the amount of the deficiency, whichever is less, up to a maximum of $15,000 per calendar year.

12. INSURANCE.

12.1. REQUIRED INSURANCE. DURING the term of this Master Agreement, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.

12.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Agreement. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

12.3. INSURANCE CERTIFICATE. Prior to commencement of performance, Contractor shall provide to Enterprise Services a written endorsement to the Contractor's general liability insurance policy or other documentation evidence acceptable to the Lead State that (1) names the Participating States identified in the Competitive Solicitation as additional insureds, (2) provides for written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other Participating States' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable Participating State.

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13. **PUBLIC INFORMATION.** This Master Agreement, all related documents, and all records created as a result of the Master Agreement are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. In addition, Participating Addendums and related records shall be subject to public disclosure as required by applicable law pertaining to such Purchasing Entity. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are protected or exempt from disclosure.

14. **CLAIMS.**

14.1 ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, and agents in connection with Contractor's operations under this Master Agreement. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchasing Entity's property resulting directly from its grossly negligent or fraudulent acts or omissions, or acts of willful misconduct under this Master Agreement.

14.2 THIRD-PARTY CLAIMS; INDEMNITY. Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchasing Entity and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, reasonable attorneys' fees, consultant fees, and expert fees (collectively "claims") directly arising from any grossly negligent act or omission, or willful misconduct, of Contractor or its agents and subcontractors under this Master Agreement, except claims caused solely by Enterprise Services or any Purchasing Entity's gross negligence. Contractor shall take all steps needed to keep Purchasing Entity's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

14.3 THIRD- PARTY CLAIMS; INDEMNITY - INTELLECTUAL PROPERTY. Contractor shall defend, indemnify and hold harmless Enterprise Services and any Purchasing Entity, along with their officers and employees, from and against claims, damages or causes of action brought against Enterprise Services or any Purchasing Entity including reasonable attorney fees and related costs arising out of the claim that Contractor's operations/products or their use, infringes Intellectual Property rights of any person or entity.

(a) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

i. Provided by the Contractor or the Contractor's subsidiaries or affiliates;

ii. Specified by the Contractor to work with the Product; or

iii. Reasonably required, in order to use the product in its intended manner, and in the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

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iv. It would be reasonably expected to use the Product in combination with such product, system, or method.

(b) The indemnified party shall notify the Contractor within a reasonable time after receiving notice of an intellectual property claim. Even if the indemnified party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor was prejudiced in defending the intellectual property claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any intellectual property claim, it shall have no control over the defense and settlement of it. However, the indemnified party must consent in writing for any money damages or obligations for which it may be responsible. The indemnified party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the intellectual property claim, the indemnified party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the indemnified party in the pursuit of the intellectual property claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

14.4 THIRD-PARTY CLAIMS; INDEMNITY: NASPO. Contractor's indemnity obligations set forth above shall extend to an obligation to defend, indemnify, and hold harmless, NASPO and NASPO ValuePoint) to the same extent as Enterprise Services and any Purchasing Entity.

15. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Master Agreement efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute. For the avoidance of doubt, this Section 15 shall not apply to disputed transactions, which shall be governed by Exhibit G Section 16.

16. DEFAULTS AND REMEDIES.

16.1 SUSPENSION & TERMINATION FOR DEFAULT BY CONTRACTOR. Enterprise Services may suspend Contractor's operations under this Master Agreement immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Agreement. In such event, except as otherwise set forth herein, each of the parties' obligations to each other survive termination of this Master Agreement, until such obligations have been fulfilled.

16.2 DEFAULT BY CONTRACTOR. Each OF the following events shall constitute default of this Master Agreement by Contractor:

(a) Contractor materially fails to perform or comply with any of the terms or conditions of this Master Agreement;

(b) Contractor breaches any representation or warranty provided herein; or

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(c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

16.3 REMEDIES FOR DEFAULT BY CONTRACTOR.

(a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Agreement are in addition to all other available remedies.

(b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as set forth in this Master Agreement.

16.4 LIMITATION ON DAMAGES.

(a) Notwithstanding any provision to the contrary, the parties agree that in no event shall Contractor be liable to Enterprise Services or any Participating Entity for special, consequential, exemplary or punitive damages. Except as otherwise required under applicable law, Contractor makes no warranty with respect to goods, products, merchantability, or services purchased with a card or the account, or through Contractor. Contractor is not responsible for any failure of a merchant to accept a card issued by Contractor hereunder.

(b) Contractor's liability with respect to each Participating Entity under this Master Agreement for actual damages shall not exceed three times the sum of: (a) all fees paid by such Participating Entity to Contractor under this Agreement in the twelve (12) month period prior to the date when any claim is made against Contractor; plus (b) all other revenue earned by Contractor for all of Enterprise Services' transactions made in the twelve (12) months prior to the date of any claim made against Contractor; provided, however, that in the case of claims (as such term is defined and limited pursuant to and in accordance with Sections 14.2 and 14.3) directly resulting from a data breach (i.e., any access, destruction, loss, theft, use or disclosure of Enterprise Services' Data by an unauthorized party), Contractor's liability with respect to each Participating Entity under this Master Agreement for such damages shall not exceed six times the sum of: (a) all fees paid by such Participating Entity to Contractor under this Agreement in the twelve (12) month period prior to the date when any claim is made against Contractor; plus (b) all other revenue earned by Contractor for all of Enterprise Services' transactions made in the twelve (12) months prior to the date of any claim made against Contractor.

16.5 GOVERNMENTAL TERMINATION.

(a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Agreement if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Agreement; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Participating Entity or Purchasing Entity from payment for purchases on account (and any related fees or other amounts owed to Contractor) as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor.

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(b) Termination for Public Convenience. Enterprise Services, for public convenience, may terminate this Master Agreement; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Participating Entity or Purchasing Entity from payment for purchases on account (and any related fees or other amounts owed to Contractor) as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor.

16.6 TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the PARTIES shall cooperate to ensure an orderly and efficient suspension or termination. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

16.7 IF A PURCHASING ENTITY DEFAULTS: (i) it will not have any further right to borrow under the relevant PARTICIPATING Addendum; (ii) all outstanding amounts under the account shall be immediately due and payable; (iii) Contractor may terminate the relevant Purchasing Entity Cardholder Agreement; and (iv) Contractor will have the right to bring suit and exercise all rights and remedies available under applicable law. Alternatively, Contractor MAY, in its sole discretion: (i) suspend all services and obligations; (ii) shorten the billing cycle; or (iii) change the payment terms. The suspension of services and/or obligations will not be deemed a waiver of any right to terminate the Purchasing Entity Cardholder Agreement, whether as a result of the default to which such suspension of services or obligations relates or otherwise. For purposes of this Section 16.7, "default" means if: (a) Purchasing Entity fails to perform any obligation hereunder or, as applicable, the Purchasing Entity Cardholder Agreement; (b) a representation or warranty by Purchasing Entity in connection with this Master Agreement or, as applicable, the Participating Addendum, was incorrect or misleading when made; (c) any petition in bankruptcy, insolvency, receivership, or reorganization or proceeding pursuant to any other debtor relief law is filed by or against Purchasing Entity; (d) any order is entered appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of Purchasing Entity; (e) there is an insolvency, dissolution, reorganization, or assignment for the benefit of creditors with respect to Purchasing Entity, or any other material adverse change in the financial condition of Purchasing Entity; or (f) any adverse judgment, order or award is entered against Purchasing Entity that has a material adverse impact on the financial condition of Purchasing Entity or a detrimental effect on the ability of Purchasing Entity to perform its obligations to Contractor.

17. GENERAL PROVISIONS.

17.1 TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Agreement.

17.2 FORCE MAJEURE. Neither party to this Master Agreement shall be held responsible for delay or default caused by any unforeseeable acts of God including, but not limited to, fire, riot, unusually severe weather, epidemics or pandemics, or war which are beyond that party's reasonable control which said party provides written notice within three (3) calendar days to the other specifying such force majeure event and their detailed plan to resume normal operations; *Provided*, however, that, in the event Contractor declares force majeure, Enterprise Services shall have the right to terminate this Master Agreement if such force majeure event interferes, in Enterprise Services' judgment, with the successful performance of Contractor's obligations under this Master Agreement for more than thirty (30) days; *Provided further*, that this Section 17.2 shall not apply to Enterprise Services' or any

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Participating Entity's obligation to pay the balance on its account under this Master Agreement or, as applicable, any Participating Addendum.

17.3 COMPLIANCE WITH LAW. Each of the parties shall comply with all applicable law.

17.4 INTEGRATED AGREEMENT. This Master Agreement (including all exhibits, schedules and attachments hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

17.5 AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.

17.6 AUTHORITY. Each party to this Master Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Agreement and that its execution, delivery, and performance of this Master Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

17.7 NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Agreement. Neither party is an agent of the other party nor authorized to obligate it.

17.8 ASSIGNMENT. Neither party may assign its rights under this Master Agreement without the other party's prior written consent and any attempted assignment without such consent to be void.

17.9 BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

17.10 ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Agreement, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action. Contractor irrevocably assigns to a state Participating Entity outside the State of Washington any claim for relief or cause of action as described in this subsection, and the same right to control such litigation, in connection with any goods and/or services provided in the Participating Entity's state.

17.11 SEVERABILITY. If any provision of this Master Agreement is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Agreement, and to this end, the provisions of this Master Agreement are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Agreement.

17.12 WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Agreement, nor shall any purported oral modification or rescission of this Master Agreement by either party operate as a waiver of any of the terms hereof. No waiver

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by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision. Similarly, failure of any party to insist upon the strict performance of any of the terms and conditions of any Participating Addendum, or failure to exercise any rights or remedies provided therein or by law, or to notify the other party in the events of breach, shall not release such party of any of its obligations under such Participating Addendum, nor shall any purported oral modification or rescission of such by either party operate as a waiver of any such terms thereof.

17.13 SURVIVAL. All covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Agreement shall survive and remain in effect following the expiration or termination of this Master Agreement, Provided, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

17.14 GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Agreement shall be governed by and construed in accordance with the laws of the State of Washington, provided that 12 U.S.C. 1831d shall apply on the basis of the location of the Contractor, without regard to its choice of law rules. The validity, construction, and effect of any Participating Addendum pertaining to the Master Agreement or order placed pursuant to such Participating Addendum shall be governed by and construed in accordance with the laws of the Participating Entity or Purchasing Entity's State, provided that 12 U.S.C. 1831d shall apply on the basis of the location of the Contractor.

17.15 JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Agreement, the parties agree to submit to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington; Provided, however, that venue for any claim, dispute, or action concerning this Master Agreement or the effect of a Participating Addendum shall be in the Participating Entity's State.

17.16 SOVEREIGN IMMUNITY. In no event shall this Master Agreement, any Participating Addendum, or any act of the lead State, a Participating Entity, or Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. This section applies to a claim brought against the Participating Entities who are states only to the extend Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court.

17.17 ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Agreement or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

17.18 FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Master Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Agreement. Each party hereto and its counsel has reviewed and revised this Master Agreement and agrees that the normal rules of construction to the effect that any ambiguities are to be

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resolved against the drafting party shall not be construed in the interpretation of this Master Agreement. Each term and provision of this Master Agreement to be performed by either party shall be construed to be both a covenant and a condition.

17.19 FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Agreement, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Agreement.

17.20 EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Agreement in their entirety.

17.21 CAPTIONS & HEADINGS. The captions and headings in this Master Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Agreement nor the meaning of any provisions hereof.

17.22 ELECTRONIC SIGNATURES. A signed copy of this Master Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Agreement or such other ancillary agreement for all purposes.

17.23 COUNTERPARTS. This Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Agreement.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Corinna Cooper

Name: Corinna Cooper

Its: Statewide Enterprise Procurement Manager

WEX BANK
A UTAH CORPORATION

By:

Name: Tim Laukka

Its: President

APPROVED
By W435075 at 11:37 am, Oct 23, 2020

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FLEET CARD PRODUCTS

This exhibit details the type of Fleet Card products and services that are within the scope of this Master Agreement. Fleet Card Types include:

- Fleet Card – Physical specialized Commercial Card used to capture fleet-related expenses (e.g., fuel, vehicle maintenance, aviation, marine, electric, repair and service).
- Cardless Account (WEXPay) – Virtual card (no plastic) account used for maintenance services.

WEX CARD PROGRAM

WEX is offering the Universal WEX Fleet Card, a corporate liability card that offers acceptance in all 50 states, at more than 95% of U.S. retail fueling locations, all of which provide Level III data. The card is accepted by all major oil companies and fuel retailers as well as independent merchants, in urban, rural, and remote locations.

The WEX Fleet Card is also accepted at more than 4,000 locations in Canada.

WEX customers can be billed using centralized or decentralized invoicing across agencies and departments as desired. The program supports nine levels of hierarchy, offering robust reporting and billing flexibility.

1. **THE WEX FLEET CARD**

   The WEX Fleet Card program offers best-in-class card functionality, reporting and customer service. Our technology and services include:

   - Level III data capture on 99.8% of transactions, including remote sites that may only transmit Level I or II using MasterCard, for greater insight and fraud protection
   - Nine levels of hierarchy for more flexible reporting and billing options
   - Advanced card-to-PIN functions; ability to tie one card to one PIN, etc.
   - More flexible prompting options at point of sale
   - Acceptance at more than 95% of all retail fuel sites in the U.S., plus expanded acceptance through virtual MasterCard technologies
   - Comprehensive Federal and State tax exemption, reporting and recovery program
   - Robust online reporting tools through WEXOnline®, including ability to schedule and share custom reports
   - Ability to customize data fields and add GL codes for accounts, drivers, vehicles or cards for greater financial control and visibility
   - Control user access to the online system, with advanced administrative functions

2. **WEXPAY™**

   Along with the flagship Fleet card, WEX is offering **WEXPay™**, a tool that enables out-of-network purchases at an additional 398,000 merchants in the MasterCard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay™ provides the control of a fleet card with the convenience of a credit card.

   This out-of-network tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.

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Using WEXPay™ in conjunction with a Custom Control fleet card lets Purchasing Entity set the rules for drivers. Custom Control cards allow Purchasing Entity to set merchant, transaction, and even product type limits. WEX apply those limits to both WEX Fleet Card and WEXPay™ MasterCard transactions. Expanded coverage combined with integrated reporting and invoicing will further streamline Purchasing Entity fleet purchasing and operations.

How WEXPay Works: As a MasterCard issuing bank, WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by phone is fast and secure — good only for that one purchase.

When the merchant calls for authorization, WEX applies the Purchasing Entity's purchase controls and collect the same level of purchase detail, including Prompt ID and odometer. WEX integrate the purchase details into Purchasing Entity WEX Fleet Card invoice and reports. One card, one invoice, one report with the same controls and service our Purchasing Entity's expect from WEX.

** Purchases are subject to the MasterCard transaction processing rules and terms of use, including tax exemption rules.*

3. **WEX SERVICE NETWORK**

WEX also offers acceptance for service and maintenance needs through the **WEX Service Network**. WEX Custom Control cards can be used to purchase tires, transmissions, brakes, mufflers, oil changes, glass replacement, car washes, and other routine vehicle maintenance products and services at national brand and local service stations, including Goodyear, Sears, Jiffy Lube, Valvoline, and Bridgestone/Firestone. The WEX card is currently accepted at more than 32,000 locations that provide service.

4. **WEX EV FLEETCHARGE**

The WEX Fleet card also helps government fleets in their sustainability and greening initiatives. If a Purchasing entity is facing mandates to cut emissions, **WEX EV FleetCharge**, WEX's partnership with ChargePoint, allows a Purchasing Entity to use their WEX Fleet card to pay for charges at more than 66,000 Electric Vehicle charging sites. Purchasing Entities will also get reporting on EV charges that integrates with their traditional liquid fueling activity for a total fleet view of their fuel usage.

5. **AVCARD PROGRAM**

Purchasing Entities can manage their aircraft fueling, maintenance, and activity as easily as they manage their ground fleet with the **AVCARD program**. AVCARD — a complete purchasing solution for fuel and related aviation services — is a credit card and contract fuel program used by corporate and private flight departments at both domestic and international airport locations. In addition to the Purchasing Entity's WEX Fleet Card account, WEX can set them up with an AVCARD account, which is integrated with the Purchasing Entity's WEX account.

AVCARD cards function as both a credit card and a contract fuel card. Purchasing Entities only need one card program for purchasing fuel and services from all AVCARD acceptors and/or contract fuel suppliers.

AVCARD is the most widely accepted aviation credit card, providing fuel access at 7,500 locations in more than 190 countries. With an AVCARD account, a Purchasing Entity automatically participate in their Contract Fuel Program, which allows them to receive significant savings on jet fuel virtually everywhere in the world. AVCARD's 24/7 Fuel Dispatch team is available to find, prearrange and quote, Contract Fuel prices worldwide for all trips.

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Look up accepting locations by individual IATA/ICAO codes or geographically by country, state and city at WFSCORP.com. Purchasing Entities can also:

- View and download contact information and a detailed listing of specific services provided (catering, rental cars, hangar, etc.)
- Prearrange fuel and services
- Log in to obtain contract fuel pricing
- Request a firm Price Quote by email
- Report a lost or stolen card online or use the toll-free number during business hours

Purchasing Entities can sign up and use the convenient features of the AVCARD program at no additional charge.

6. **MARINE FUEL**

Fleets can purchase gasoline and diesel fuel at **marine fueling locations** through a combination of direct acceptance of the WEX Fleet Card at marinas with branded oil locations through electronic point of sale systems, and at any of the more than 9,500 marina locations that accept MasterCard worldwide. The WEX Fleet Card and WEX*Pay*™ would be used at these accepting locations just like any other fueling location to purchase fuel and related services. Additional terms and conditions apply.

7. **ALTERNATIVE FUEL & ADDITIONAL ACCEPTANCE**

Certain WEX-accepting merchants supply ethanol, natural gas (CNG, LNG), propane (LPG), hydrogen, biodiesel, methanol, and other alternative fuels. So WEX has created an **Alternative Fuel Directory** using transaction information passed to WEX by accepting merchants, and from external sources such as the Department of Energy. This directory contains more than 6,000 WEX-accepting sites that carry at least one alternative fuel type. This directory is available through a download from WEX*Online*®, or can be provided in hard copy for use in vehicles. WEX uniquely reports ethanol, methanol, CNG, LNG, and biodiesel.

WEX is always **increasing its acceptance coverage** for fuel, marina and service locations. Because WEX currently have acceptance at more than 95% of all U.S. fuel sites, our merchant acquisition strategy is driven by the needs of our fleet customers requiring service in remote areas or acceptance outside of domestic coverage. If a fleet customer identifies specific fueling needs, WEX will work toward signing any needed location

If the customer has merchants that they would like to be part of the WEX accepting network who do not already have direct acceptance or cannot utilize the WEX*Pay*™ tool, WEX will request the following information from the fleet:

- Merchant name
- Merchant address
- Merchant contact person
- Phone and fax numbers
- Expected utilization/volume from a Purchasing Entities fleet
- Name and phone number of fleet employee requesting WEX card acceptance

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WEX will work with all interested parties toward gaining acceptance at the location. This includes either direct agreements or acceptance through our partnerships with network sales organizations and acquirers.

WEX OPTIONAL PRODUCTS /SERVICES

1. **WEX FLEET CLEARVIEW™** is a suite of powerful, cloud-based analytic solutions that automatically organizes, interprets, and intuitively displays fleet-related information. Critical data is presented in an intentional layout of simple and informative visualizations, helping fleet managers monitor operations, understand trends, benchmark performance, investigate anomalies, and recognize cost-saving opportunities.

   With an eye toward designing solutions for fleets with a wide range of needs, WEX ClearView products present complex fleet data in straight-forward and compelling graphics turning information into insights.

   ClearView Essentials. With ClearView™ Essentials, a Purchasing Entity will enjoy actionable insights into fuel expense and driver purchasing that they have not experienced before. Purchasing Entities will quickly see a gain in time savings due to the elimination of manual manipulation and analysis of spreadsheets and identify opportunities to reduce their fuel expense. ClearView™ Essentials, the cornerstone of the ClearView™ analytics product suite, provides a comprehensive range of analysis opportunities: Within the five ClearView™ Essentials modules there are many key pieces of functionality that can be utilized to more comprehensively and accurately analyze vehicles and the employees driving those vehicles each day.

   ClearView™ Advanced. ClearView™ Advanced gives a Purchasing Entity all the data analytics power of ClearView™ Essentials and more. It offers exceptional opportunities for fuel price optimization. In addition, ClearView™ Advanced provides an entirely new channel for communicating with drivers and/or managers, enabling the Purchasing Entity to implement, track, and evaluate the effectiveness of driver messaging campaigns.

   Identify and eliminate costly and unwanted driver purchasing behaviors: ClearView™ Advanced helps Purchasing Entities hone in on which drivers' purchasing habits represent the greatest opportunities for savings. Quickly spot drivers who purchase unnecessary fuel grades or consistently buy from high-priced merchants. Once the drivers are identified, they can be targeted with behavior-specific messaging campaigns delivered via email or text from the ClearView™ platform. Customers using ClearView™ Advanced have experienced success in reducing unwanted driver purchasing behaviors and have realized thousands of dollars in savings. ClearView™ Advanced is add-on feature to ClearVeiw and is optional. The fee is **$0.25/month** (.25 cents) **per active card.**

   ClearView Snap. ClearView™ Snap gives a Purchasing Entity a quick snapshot of their agency's fueling activity in easy-to-interpret charts and graphs that are delivered directly to their inbox on a monthly and/or weekly basis. No login is required. These simple, clean visuals display prior period actuals, period comparisons, and trends over time. Easily share key fueling metrics with senior leadership and the field building awareness and oversight of their fuel card program.

   ClearView Snap™ includes an Alexa voice skill which offers a new delivery channel, daily updates, and limited amounts of transaction-level information. Alexa will verbally relay information about dollars spent, gallons purchased, highest-spending employees, and tracks six savings opportunity and potential misuse exceptions, such as non-regular fuel purchases, exceeding tank capacity, and weekend fueling.

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2. Tax Exemption, Recovery, And Reporting Program

Federal Gasoline and Diesel Excise Tax-Exempt Program. WEX will invoice a Purchasing Entity net of all Federal excise taxes on gasoline and diesel, at the transaction level, regardless of merchant participation if they are qualified as tax-exempt.

State Sales, County and Local Taxes at Participating Merchants. WEX currently offers eligible tax-exempt entities a comprehensive tax exemption and reporting program for applicable motor fuel transactions based on merchant participation. The program supports the following levels of tax, including:

- State Primary (Excise Tax)
- State Secondary (Sales Tax)
- State Special
- County Primary (Excise Tax)
- County Secondary (Sales Tax)
- County Special
- City Primary (Excise Tax)
- City Secondary (Sales Tax)
- City Special

Tax-exempt reporting through WEXOnline®, WEX*Link*™ 300, and the paper PAR (Purchase Activity Report) shows:

- Exempted Tax, at the transaction level
- Reported Tax, at the transaction level
- Summary of tax types by product for both exempted and reported transactions (available on the paper PAR only)

State Sales Tax and County Tax at Non-Participating Merchants. For fueling transactions with those fuel marketers that do not participate in the WEX tax-exempt program, but for which the fleet is eligible to receive tax exemption, WEX reports applicable taxes as "Reported Tax." "Reported Tax" transactions list transactions and tax amounts that WEX does not exempt so the fleet can file for exemption. Many fleets use their WEX*Link*™ data file to aid in the recovery of taxes that could not be excluded through the tax-exempt program. Reporting shows:

- Exempted tax, by transaction
- Reported tax, by transaction
- Summary of tax types by product for both exempted and reported transactions

Tax Exemption for Non-Fuel Purchases. For non-fuel transactions, merchants may provide transactional data to WEX net of tax on a fleet-by-fleet basis at the merchants' discretion. Drivers must supply the merchant with proper documentation of the organizations tax-exempt status at the point of sale. The merchant will send the transaction to WEX, net of tax, for billing.

Qualification. Any fleet participating in this contract will be required to complete a certification process affirming its qualification to receive the tax exemption based upon the rules and criteria set by the appropriate taxing jurisdiction.

Required Data. Tax Exemption processing requires that the merchant provide electronically to WEX the following data points:

- Account Number

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- Account Name
- Type of Fuel
- Gallons
- Price per gallon
- Total gross sale

Not all transactions may have exemptions applied to them. WEX is not able to exempt applicable fuel taxes on transactions that are provided with certain data elements that are missing and may be autocorrected. Taxing jurisdictions require documentation from the party providing the exemption of the type of fuel, gallons purchased, and price per gallon. There are occasions where the merchant is unable to provide all the required documentation, therefore these transactions will not go through our tax processing. However, if a Purchasing Entity provides WEX with a copy of the sales receipt, WEX can repost these transactions and apply the applicable exemptions.

3. PRIVATE SITE AND BULK FUEL SOLUTIONS

For fleets with private site and bulk fueling needs, WEX offers secure, live authorizations and integrated reporting for onsite bulk fueling transactions. A Purchasing Entity can select one of two options.

Private Site Program. WEX's private site program allows a Purchasing Entity to use the WEX Fleet Card to activate pumps at their onsite bulk fuel tanks, allowing for increased security and asset-level fuel usage reporting on their bulk fuel. WEX captures Driver ID and odometer information, authorizes the card swipe, and provides integrated reporting of the private site transactions with the Purchasing Entities retail transactions while excluding onsite fuel transactions from their invoice.

Private Site Reporting. Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report and allows the Purchasing Entity to monitor private transactions for abuse through purchase controls at the point of sale using their WEX card.

This program provides in-depth reporting of onsite fuel transactions at the vehicle level, integrated with retail fuel purchases. Onsite fuel transactions are excluded from the Purchasing Entity's invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with their retail transactions.

Once installed, a Purchasing Entity's card readers will be required to retain reportable information so they don't have to. Just like a retail transaction, the driver initiates the data capture by entering the Driver ID and odometer. The card reader will provide the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into the Purchasing Entity's fleet's usage reporting. Card security features help mitigate fuel theft, and comprehensive tracking of usage and consumption will help them better control costs.

Using private site card readers with the WEX Fleet Card Program quickly gets Purchasing Entities on track to minimize time, effort and cost of administering fuel usage.

Transactions that occur at a private site location, utilizing a local (non-networked/non-WEX) authorization, carry no additional costs from WEX. If a site owner were to network their transactions from their owned private site locations to WEX (run each translation through a network to WEX for authorization), there is a **$0.15/transaction** (.15 cent) cost. This is a pass-through cost of using a network.

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4. WEX EMERGENCY FUEL PROGRAM

WEX Emergency Fuel is an optional service may be offered, negotiated and mutually agreed in Participating Addendum.

High Level Overview of program: For public safety and public works vehicles that require 100 percent uptime, guaranteed, **WEX Emergency Fuel** provides peace of mind to public fleet administrators who cannot be caught without fuel in an emergency. Sign up for WEX Emergency Fuel and when weather or a disaster disrupts a Purchasing Entities fuel supply, WEX will connect them with one of our approved partners to get their fleet back on the road with the fuel they need. Guaranteed. Because WEX partners with the leading providers of emergency fueling services, WEX has the necessary supply sources and logistical network to guarantee 100% uptime, including fuel dispensing equipment, mobile fueling trailers, military-grade rapid deployment equipment, high-water fueling vehicles, mini-mobile fueling stations, diesel and gasoline generators and more.

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EXHIBIT B

FLEET CARD REBATE/INCENTIVE SHARE

This Exhibit includes the Rebate/Incentive Share components for Fleet Card Services.

Rebate amounts will be based on total spend less write-offs, returns, and fraudulent charges.

A single payment combining Incentive Share Components 1 and 2 will be paid directly to the Participating State/Purchasing Entity on a quarterly basis as determined in the Participating Addendum. Incentive Share Payments can be made via account credit, mailed check, ACH or EFT payment (standard or non-standard format) as determined in the Participating Addendum. Incentive Share Payments must be received no later than the 60th day following the end of each calendar quarter.

Incentive Share Component 3 will be paid to the Participating State on an annual basis. Incentive Share Payment can be made via mailed check, ACH, or EFT as determined in the Participating Addendum. Incentive Share Payment must be received no later than the 60th day following the end of each calendar year.

Delivery of the rebate may be adjusted in any Participating Entity's Participating Addendum.
1 Basis Point = .0001 or .01%

INCENTIVE SHARE COMPONENTS

1. **INCENTIVE SHARE #1 – STANDARD VOLUME INCENTIVE**

   Each Participating Entity will receive a basis point (percentage) of their quarterly standard sales volume. The formula for calculating the Standard Volume Incentive is:

   Quarterly Total Volume x basis points = Quarterly Standard Volume Incentive.

   Basis Points Offered: 170 basis points (1.70%)

   Conditions. The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) payment in full within 45 calendar days of the billing date appearing on the Purchasing Entity's invoice; (3) credit approval.

   Quarterly Total Volume spend by all Purchasing Entities for all card liability products in a Quarter. "Quarterly Total Volume" includes the total amount of all purchases made using Cards at retail locations that appear on invoices provided to the Purchasing Entity in three calendar months. Quarterly Total Volume shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to their accounts (such as returned check fees, collection costs, administrative fees and reporting fees), (ii) fuel purchased at Tier 1 Truck Stop locations* (currently Flying J, Loves, TA, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen. **Purchasing Entities will be charged the posted cash price at Tier 1 truck stops.*

2. **INCENTIVE SHARE #2 – PROMPT PAYMENT INCENTIVE**

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Each Participating Entity will receive a basis point (percentage) of their Quarterly Total Volume based on the entity's average speed of pay. The formula for calculating the Prompt Payment Incentive is:

Quarterly Total Volume x Basis Points for Entity average file turn days = Quarterly Prompt Payment Incentive.

Note: The payment terms for the Master Agreement is forty-five (45) days.

Conditions. The Prompt Payment Incentive set forth herein is expressly conditioned on the following: (1) electronic reporting (i.e. no paper reports); and (2) our receipt of payment in full in accordance with one of the Average File Turn Days in the Prompt Payment Table.

Basis Points Offered:

Avg File Turn Days	Basis Point
1	20
2	19
3	18
4	17
5	16
6	15
7	14
8	13.5
9	13
10	12.5
11	12
12	11.5
13	11
14	10.5
15	10
16	9.5
17	9
18	8.5
19	8.125

Avg File Turn Days	Basis Point
21	7.375
22	7
23	6.625
24	6.25
25	5.875
26	5.5
27	5.125
28	4.75
29	4.375
30	4
31	3.75
32	3.5
33	3.25
34	3
35	2.75
36	2.5
37	2.25
38	2
39	1.75

Avg File Turn Days	Basis Point
41	1.25
42	1
43	0.75
44	0.5
45	0.25
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0

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20	7.75	40	1.5	60	0

3. **INCENTIVE SHARE #3 – NATIONAL ANNUAL VOLUME INCENTIVE**
Each Participating State will receive an incentive based on the total National Annual Volume (total annual sales for all Participating States/Participating Entities). The formula for calculating the National Annual Sales Volume Incentive is:

National Annual Volume (for all Fleet products) x basis points = National Annual Sales Volume Incentive.

Conditions. The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) payment in full within 45 calendar days of the billing date appearing on the Purchasing Entity's invoice; (3) credit approval.

Total annual volume spend by all Participating States/Purchasing Entities for all card products in a calendar year. "National Annual Volume" includes the total amount of all purchases made using Cards at retail locations that appear on invoices provided to the Purchasing Entity in a calendar year. National Annual Volume shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to their accounts (such as returned check fees, collection costs, administrative fees and reporting fees), (ii) fuel purchased at Tier 1 Truck Stop locations* (currently Flying J, Loves, TA, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen. **Purchasing Entities will be charged the posted cash price at Tier 1 truck stops.*

Basis Points Offered:

Total Annual Spend	Basis Points
$50,000,000 – $100,000,000	10
$100,000,001– $200,000,000	15
$200,000,001– $300,000,000	20
$300,000,001– $400,000,000	25
$400,000,001+	30

FEES

Below is a list of fees allowed under this Master Agreement.

Fee Type	Fee Amount
Foreign Transaction Fee	1.5% of the total transaction value
Overnight Delivery Fee	$15.00 per occurrence

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INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Agreement, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

   a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than $2,000,000 per occurrence and $4,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Agreement.

   b. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE. 'Symbol 1' Commercial Automobile Liability coverage (and, if necessary, commercial umbrella liability insurance) included coverage for all owned, hired, and non-owned vehicles. The combined limit per occurrence shall not be less than $1,000,000.

   c. WORKERS' COMPENSATION INSURANCE & EMPLOYER'S LIABILITY (STOP GAP). Contractor shall comply with applicable Workers' Compensation or Industrial Accident Insurance providing benefits as required by law, including Employer's or Stop-Gap Liability with a minimum limit of $1,000,000 per accident.

   d. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE. Professional Liability insurance in the amount of not less than $2,000,000 combined single limit per occurrence, $4,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including the loss of use thereof, and damages because of negligent acts, errors, and omissions in any way related to this Master Agreement.

   e. CRIME INSURANCE/EMPLOYEE DISHONESTY. Employee Dishonesty and (when applicable) Inside/Outside Money and Securities coverage for State of Washington and/or purchaser owned property in the care, custody, and control of Contractor, including computer fraud. Coverage limits shall not be less than $2,000,000.

   f. CYBER RISK LIABILITY INSURANCE. Cyber Risk Insurance, on an occurrence form. This coverage shall include Contractual Liability Insurance for the indemnity provided under this Master Agreement. Limits are $8,000,000 per claim/annual aggregate.

   The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

   A cross-liability clause or separation of insured condition shall be included in all general liability, professional liability, and errors and omissions policies required by this Master Agreement.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed reasonably acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reasonably reject all or any insurance carrier(s) with an unacceptable financial rating.

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3. **ADDITIONAL INSURED.** Except for Workers' Compensation, Professional Liability, and Commercial Automobile Liability, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement, including blanket Additional Insured Endorsements, attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Agreement, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services within 10 business days of the renewal of any required insurance. Failure to provide proof of insurance, as required, and upon 10 business days prior written notice to Contractor's Risk Manager, could result in contract cancellation. All policies and certificates of insurance shall include the Master Agreement number stated on the cover of this Master Agreement.

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser; but only to the extent an indemnity is owed pursuant to this Agreement. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor; but only to the extent an indemnity is owed by Contractor pursuant to this Agreement.

6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages; but only to the extent Contractor is legally liable to indemnify the State of Washington and any Purchaser under this Agreement.

8. **NOTICE OF CANCELLATION.** Contractor or its insurer representative shall use best efforts to provide 30 days prior written notice of cancellation of any policy required under this Agreement.

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ESTABLISHING A CARD ACCOUNT AGREEMENT

INTRODUCTION

This exhibit explains the process and documentation for establishing an account for an individual Purchasing Entity. Participating States may edit this via the Participating Addendum process.

NEW ACCOUNT & CARD SET-UP: STATE AGENCY ACCOUNTS

In the initial implementation phase, a universal credit line will be established for a Participating Entity based on the Participating Entity's needs and spend requirements. WEX has the ability to place protection against credit lines to ensure a Participating Entity does not experience any service interruptions due to sudden increased spending that can be caused by seasonal, emergency or other unexpected occurrences. This universal credit line then applies to all applicable accounts under the Participating Entity's hierarchy, allowing them to set up accounts without needing to seek a new credit line for each new card set-up.

For new accounts under a Participating Entity's hierarchy, an electronic template is completed and tax exemption information is collected, either through a blanket tax exemption for the Participating Entity, or individually by agency depending on how the Participating Entity is set up with tax identification numbers.

The information required for a new account set-up typically includes account name, DBA account name, account level within the existing Participating Entity's hierarchy, shipping address, and if there are any other further requirements specific requirements a given Participating Entity may have, like ERP integration, etc. Once the information is captured and processed by WEX, an account number is generated and provided to the Participating Entity to complete the proper tax exemption paperwork for enrollment in the WEX Tax Program, assuming it is a financially liable account.

FLEET CARD ENROLLMENT PROCESS: EXISTING PARTICIPATING ENTITY ACCOUNTS

Program administrators can add cards and drivers via the Fleet Manager module of WEXOnline®, WEX's web-based account management and reporting tool, or through WEX customer service or the Participating Entity's Premium Fleet Services Account Manager. The Premium Fleet Services Account Manager is a one-to-one point of contact assigned to the Participating Entity for day-to-day operational support and account needs. The Fleet Manager module allows the fleet manager to add, edit, suspend, reactivate, and terminate cards and drivers, to add and manage card controls, and to view and download invoice details.

Purchasing Entities can also:

- Assign card to driver, vehicle or location
- Transfer cards from one account to another
- Group cards into authorization profiles to enforce their purchasing policies
- Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes (initially added during the implementation phase)
- Edit account information

Card orders: WEX will process requests for replacement cards for lost, damaged, or stolen cards within one business day. If notification is received by 3:30 p.m. Eastern Time, Purchasing Entities can have

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cards sent that day. They can use their own shipping account number, or be charged a fee to cover the shipping costs. The WEX overnight fee, is included in Exhibit B. If a WEX card is lost or stolen, it should be reported immediately to WEX's Customer Service Department by calling the toll-free number. The Customer Service Department is available 24 hours a day, 365 days a year. The fleet can also notify WEX of the loss, theft, or unauthorized use of any card or account electronically through WEXOnline®.

NEW ACCOUNT AND CARD SET-UP: POLITICAL SUBDIVISION ACCOUNTS

Eligible new accounts using this Master Agreement under a Participating Entity's Participation Addendum (i.e. cities, counties, schools, etc.) will need to complete a Credit Application that references the Master Agreement/Participating Entity's Participating Addendum and have their credit adjudicated independent of the State's line of credit. WEX will collect both the credit application and tax exemption form, both of which can be completed electronically or manually, from the interested entities prior to their account set-up.

*See the WEX Credit Application, attached in Exhibit E, for a political subdivision participation under this Master Agreement.

Note: This Credit Application can be customized and can be discussed with each Participating State during the discussion of their Participation Addendum. A Credit Application will be made for each Participating State to account for the Master Agreement and that state's individual Participation Addendum to the Master Agreement.

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EXHIBIT E

WEX Forms and Specific Terms & Conditions

This exhibit includes form templates and specific terms and conditions for certain WEX products and services.

Required Forms for Fleet Card Products and Services

- Addendum to the Fuel Card Services Agreement (Credit Application)
- WEXOnline Click through Terms & Conditions

Optional Products and Services Forms

- Tax Exemption and Reporting Program
- WEX ClearView Enrollment Packet
- Private Site Enrollment Packet
- WEXPay Enrollment Packet

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ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT BETWEEN WEX BANK AND THE STATE OF (the "STATE")

CREDIT INFORMATION

Participating Entity agrees that in the event the account is not paid as agreed, WEX Bank may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Participating Entity	Phone #	Fax#

Headquarters Name and Physical Address (Do not include PO Box)	Applicant's Taxpayer ID # (TIN, FEIN or SSN)

In Business Since (yyyy)	Year of Incorporation	Number of Veh	Avg Monthly Fuel Expenditure	Avg Monthly Service Expenditure
			$	$

ACCOUNT SETUP INFORMATION

Write Participating Entity name as it should appear on cards. Limit of 20 characters & spaces. Unless specified, no Purchasing Entity name will appear on cards.

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Billing Contact	Billing Address	City	State	Zip+4

Designate the Fleet Contact authorized to receive all charge cards, reports, and other such information WEX provides from time to time and to take actions with respect to your account and account access. This is also the person designated by the Purchasing Entity to provide all fleet vehicles, driver and other information WEX may request.

Authorized Fleet Contact Name	Title	Phone #	Fax #

Mailing Address (if different from billing address)	City	State	Zip+4

Email address (required to take advantage of product type card controls)

Card Controls: To help WEX estimate the Purchasing Entity's credit needs, indicate the types of cards they anticipate using.

If the Purchasing Entity provides a valid email address above, they can select from these product type options:

☐ All Products ☐ Fuel & Service ☐ Fuel & Fluids with Roadside Assistance ☐ Fuel with Roadside Assistance ☐ Mix of card types

☐ Check here if business is exempt from motor fuels tax

TERMS

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DEFINITIONS:

"Agreement" means: **Contract No. XXXX effective** for Fuel Cards and Fuel Management Services (the "Agreement") between the **(State of XXXX and NASPO Value Point** and **WEX Bank**.

"Participating Entity" shall mean the Participating Entity as defined in the Agreement permitted to purchase services under the Agreement, as specified in the Credit Information above.

All other capitalized terms used in this Addendum without definition have the meanings set forth in the Agreement.

AGREEMENTS OF WEX BANK AND PARTICIPATING ENTITY:

1. This Addendum is to allow the Participating Entity to participate under the Agreement between WEX BANK and the State. It does not modify, amend or change the Agreement in any way. The parties agree to comply with the terms and conditions of Contract No. XXXX which is referenced and made a part of this transaction.
2. Participating Entity represents that it is authorized or allowed by the laws of its home state to enter into this Addendum and to participate under the Agreement.
3. Participating Entity hereby requests the services of WEX BANK described in the Agreement and agrees to perform all duties of a Participating Entity under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement, and cooperation with respect to providing all necessary information for the administration of the Agreement. Participating Entity agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.
4. Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Addendum may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Addendum on behalf of the Participating Entity and this Addendum is the valid and binding obligation of the Participating Entity, enforceable in accordance with its terms.

INFORMATION SHARING DISCLOSURE: Information regarding Purchasing Entity's transactions may be provided to accepting merchants or their service providers to facilitate discounts or other promotional campaigns of interest to them.

COMPLIANCE WIATH FEDERAL LAW: WEX Bank complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. Issuer may ask for name, address, date of birth, and other applicable information to identify the Company and/or Account Users.

DISCLAIMER: **THIS IS AN APPLICATION FOR SERVICES AND SHALL NOT BE BINDING UPON WEX BANK UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX BANK.**

CONTRACTING AGENCY AUTHORIZED SIGNATURE REQUIRED

Any person signing on behalf of the Participating Entity has been duly authorized by all necessary action of Applicant's governing body, and that the undersigned is authorized to make this application on behalf of the Participating Entity.

Signature: _____ Printed Nam_____

Title: _____ Date: _____

Complete and sign addendum. Fax to 1-207-253-1328.

FOR OFFICE USE ONLY	Oppty Number	Sales Code	Plastic Type	Coupon Code	Account Number
				YBA	04

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WEX Online Click-Through Terms and Conditions

1. **General**

   WEX Inc., the parent company of Contractor ("WEX") provides this web site subject to the following terms of use ("Terms"). WEX owns and operates this site. Any Purchasing Entity's continued use of this website constitutes its acceptance of these Terms.

2. **Purpose of the Website**

   The goal of the web site is to provide Any Purchasing Entity with access to information about WEX products and services, and certain functionality with respect to the Business Charge Accounts under or any Purchasing Entity's program. Continued use of the site constitutes the Purchasing Entity's acceptance of these terms and conditions.

3. **Trademarks, Service Marks and Copyrighted Materials**

   WEX controls and operates the website. All content on the website, including, but not limited to, text, photographs, images, illustrations, audio clips, and video clips, is protected by copyrights, trademarks, service marks, and/or other intellectual property rights (which are governed by United States and worldwide copyright laws and treaty provisions, privacy and publicity laws, and communication regulations and statutes). The content is owned and controlled by WEX, its affiliates, or by third party content providers, merchants, sponsors and licensors (collectively the "Providers") that have licensed their content or the right to market their products and/or services to users of this site using this site. Purchasing Entity agrees to abide by all additional copyright notices, information, or restrictions contained in any content that is presented on this site.

   Purchasing Entity's may not use any registered or unregistered trademarks, service marks or copyrighted materials appearing on the website, including but not limited to any logos or characters, without the express written consent of the owner of the mark or copyright. Purchasing Entity may not frame, deep link, or otherwise incorporate into another website any of the content or other materials on this website without WEX's express prior written consent.

   Violation of trademark and copyright laws may result in significant civil liability or criminal penalties under United States and/or worldwide copyright and trademark laws. Purchasing Entity recognizes that any reproduction or use of content, except as authorized by these Terms, is considered intentional infringement.

4. **Use of the Site**

   Purchasing Entity is are accessing this site using the Internet and Purchasing Entity's Internet service provider. Security cannot be guaranteed. WEX hereby disclaims all liability for any security breaches of online communications or for any electronic, computer or other system failures. WEX shall not be liable to any person for loss, liability or damages, including consequential or special damages, arising as a result of any security breaches or system failures or any other defect of the electronic online communication procedures, including, without limitation, loss due to data modification or destruction.

   Purchasing Entity agrees not to use this site for any purpose except (a) access to descriptions of WEX products and services and (b) to the extent agreed with WEX, certain specified functionality with respect to the Business Charge Accounts under Purchasing Entity's program. In using this site Purchasing Entity' agrees not to disrupt or interfere with the site, its services, system resources, nor to upload, post or otherwise transmit any viruses or other harmful, disruptive, inappropriate, illegal or destructive files. Purchasing Entity' also agrees not to use, attempt to use, or access other accounts,

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or create or use a false identity on the site.

For the avoidance of doubt, the indemnification provisions set forth above are in addition to those set forth in (i) for Fleet Customers, their Business Charge Account agreement(s) and/or terms and conditions and (ii) for Partners, their Program Agreement(s).

WEX reserves the right to terminate or suspend access to wexinc.com, in whole or in part, at any time, without notice.

This site and the information provided on this site is provided "AS IS" without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, noninfringement, or fitness for a particular purpose. WEX, its subsidiaries and affiliates, make no warranty that use of the site or the materials will be uninterrupted, timely, secure, or error free or that defects, if any will be corrected and WEX assumes no responsibility for any damages that may be suffered by any Purchasing Entity, including, but not limited to, losses from delays, nondelivery of content or any communications, errors, system down time, network or system outages, file corruption or service interruptions.

5. Governing Law

WEX Inc. operates this website (excluding linked sites) from our offices within the state of Maine. The website can be accessed from all 50 states, as well as from other countries around the world. These Terms and Purchasing Entity's use of the web site shall be governed by the laws of the State of Washington, without regard to conflict of laws provisions and shall not be governed by the United Nations Convention on the International Sale of Goods. WEX makes no representation that materials on this web site are appropriate or available for use in other locations, and accessing them from territories where the content is illegal is prohibited. Customers who choose to access this web site from other locations do so at their own risk and are responsible for compliance with local laws, including laws regarding the transmission of technical data exported from the United States or the country in which the user resides.

6. Questions

For questions concerning these terms or the products described online please call the following number: 1-800-492-0669, or send inquiries to: WEX Inc., P.O. Box 639, Portland, ME 04104.

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TAX EXEMPTION AND REPORTING PROGRAM

The WEX Tax Exemption and Reporting Program can significantly reduce accounting and administrative time for qualified fleets exempt from motor fuel excise taxes or certain sales taxes — at Federal, state, county or local levels.

Benefits include:

- Net billing of federal excise tax on applicable fuel purchases at any location.
- Net billing of state, local, county and special tax on applicable fuel purchases at participating merchant brands based on local tax laws.
- Detailed reporting of the purchase data and tax exemption.

Exemptions are dependent upon several factors, such as the Purchasing Entity's tax-exempt status for fuel purchases, the taxing jurisdiction's laws, regulations and requirements, and for most state, county and local taxes, require merchant participation. In the event that a transaction cannot be billed "net of tax", a Purchasing Entity will receive detailed reporting showing the full purchase price and the tax paid.

Before WEX can start billing a Purchasing Entity net of applicable taxes on fuel transactions based upon their eligibility, they will need to complete the following required documentation:

1. Tax Exemption and Reporting Program Enrollment form (enclosed)
2. Certificate of Buyer of Taxable Fuel form for federal exemptions (enclosed)
3. Any required State forms – obtain these from the appropriate state governing body.

Please review the enclosed Frequently Asked Questions sheet for helpful information on the program.

IMPORTANT: Purchasing Entities must fill out all forms completely and accurately in order to avoid delays in their program enrollment, so please follow the instructions on the enrollment form carefully.

IRS regulations require that WEX Inc. obtain from a Purchasing Entity, their certification that they are eligible to receive exemptions from federal excise taxes. For all other taxing jurisdictions (state, county, local) a Purchasing Entity may need to submit similar certifications as required by the different taxing jurisdictions. The state certifications may, in most cases, be obtained from the appropriate state's tax department. WEX must have all applicable documents on file prior to providing a Purchasing Entity with exemptions. It is the customer's responsibility to make sure WEX has all of the necessary current forms properly filled out in order to be billed "net of tax".

If a Purchasing Entity has any questions about the program or the enclosed materials, please call WEX at **1-866-841-3542.**

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TAX EXEMPTION & REPORTING PROGRAM FREQUENTLY ASKED QUESTIONS

Q: If my fleet begins fueling before I have provided all necessary tax exemption paperwork, what will occur?

WEX will not be able to bill a Purchasing Entity net of taxes or report tax exemptions until WEX has received all necessary forms and completed the qualification and setup process.

Q: When will taxes begin to be exempted?

Once WEX receive all the properly completed forms, WEX will complete the tax exemption setup in approximately 3 business days. WEX will then begin calculating applicable exemptions. It is a Purchasing Entity's responsibility to notify WEX of any errors or omissions that they feel may have occurred. If a Purchasing Entity notices any problems, contact the WEX tax department at 1-866-841-3542.

Q: How can a Purchasing Entity determine their fleet's tax-exempt status for fuel, as well as what type of forms they need?

Purchasing Entities should contact their local Department of Revenue for free help and answers regarding their tax-exempt status for fuel and necessary forms. This agency can best assist a Purchasing Entity with questions of this nature.

Q: Will a Purchasing Entity's fleet be exempted from federal fuels excise taxes?

Yes, if the Purchasing Entity is a qualified entity. Federal law effective January 1, 2006 allows a card issuer to invoice qualified fleets net of federal gasoline and federal diesel excise tax for transactions that occur wherever cards are accepted in all 50 states. In order to be exempted from federal fuels excise taxes, a Purchasing Entity will need to complete a Certificate of Buyer of Taxable Fuel in the name of the card issuer.

Q: Does Purchasing Entity's tax-exempt status apply in all states and localities?

The local Department of Revenue, in each state that a Purchasing Entity's fleet will be fueling, will be able to help determine exemption eligibility for each state and locality respectively.

Q: Will a Purchasing Entity receive state and local exemptions anywhere they can fuel with the card?

Not necessarily. Merchant brand participation in the WEX tax program is optional in most states. Merchant participation is not necessary in the following states: Maine, Georgia, Michigan, North Carolina, Alabama, New York and New Jersey.

Q: What should a Purchasing Entity do if their tax-exempt status changes?

The Purchasing Entity should immediately notify WEX by calling the WEX Inc. Tax Exempt Department at 1-866-841-3542.

Q: Do any of these forms expire and if so will a Purchasing Entity be notified prior to the expiration?

Yes. Federal forms expire every 24 months and certain state forms expire as well. Starting at 120 days prior to the expiration of a Purchasing Entity's tax exemption form(s), WEX will send the Purchasing Entity three monthly reminders that renewed forms are required. If WEX has not received renewed tax exemption forms by the expiration date, the tax exemption process will cease until WEX receives the necessary paperwork and no credits will be given.

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Q: Will a Purchasing Entity's fleet be exempted from taxes on non-fuel products?

The Tax Exemption Program provides applicable tax exemption and reporting for **motor fuel taxes only**; however, merchants may provide WEX with non-fuel transaction data net of tax on a fleet-by-fleet basis at their discretion. The fleet will need to supply the merchant with proper documentation of their tax-exempt status at the point of sale for this to occur.

Q: What if a Purchasing Entity's fleet is entitled to a refund for motor fuel taxes that cannot be exempted up front through the WEX program?

In these instances, the "non-exemptible" tax is reported (not exempted) on the Purchasing Entity's fleet report. These reported taxes appear at the transaction level and at a summary level, providing them with supporting documentation, which can help them when filing for a refund of the non-exempted taxes.

Q: What types of tax information reporting will a Purchasing Entity receive?

At the transaction level, a fleet report will provide Gross Cost, Exempted Amount, Net Cost and Reported Taxes (for non-applicable taxes). Additionally, a Tax Exemption Summary will provide a detailed list of all taxes exempted, sorted by state and by tax type. Finally, a Tax Reported Summary will provide a detailed list of all taxes reported, sorted by state and by tax type.

Q: How does a Purchasing Entity know how many forms to send in?

If a Purchasing Entity qualifies for Federal exemptions, they need to send in one form per account or one form with a letter certifying all accounts belong to the same FEIN. If a new account is added in the future, a new form or amended certification letter will need to be sent. For state exemptions, each state is different and will be addressed on an individual basis.

Q: What if a Purchasing Entity believes there is an error with their exemptions?

The Purchasing Entity must notify WEX in writing within sixty (60) days of the billing date of the alleged error. WEX requests that the customer provide as many details regarding the error as possible including, but not limited to: transaction date and time, dollar amount and reason for alleging an error.

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CERTIFICATE OF BUYER OF TAXABLE FUEL FOR USE BY A STATE OR NONPROFIT EDUCATIONAL ORGANIZATION

(To support credit card issuer's claim for a credit, refund, or payment under § 6416(a) (4) (B) or § 6427(l) (6) (D) of the Internal Revenue Code.)

WEX Account Number (if known):
Federal Tax Identification Number:
Certification:

The undersigned hereby certifies under penalties of perjury that I am the (Title of Officer):

_____

Of (Certifying Entity): _____

Entity Physical Address: _____

Entity Phone Number: _____

And that I am authorized to execute this certificate and that all purchases, are, or will be, purchased using a credit card issued by

(Credit Card Issuer): WEX BANK
7090 Union Park Center, Suite 350
Midvale, UT 84047

Buyer will use the taxable fuel to which this certificate relates for the exclusive use of: (check one)

☐	State government	☐	American Red Cross or Blood Collection Center
☐	Local government	☐	Indian Tribe
☐	Public nonprofit educational organization	☐	Volunteer Fire/Rescue
☐	Private nonprofit educational organization	☐	Foreign Diplomat (they must provide a copy of their PID Card)

and it applies to all exempt purchases of gasoline and diesel fuel, if eligible, using charge cards issued by the Credit Card Issuer named above. Information including the nature and quantity of each purchase of gasoline and diesel fuel (the subject of this Certificate) are evidenced by periodic reports provided by WEX BANK, the above- named Credit Card Issuer.

Certification will be valid for twenty-four consecutive calendar months commencing upon completion and remittance of this Certificate. WEX Inc. may extend the certificate period upon its discretion for an additional period not to exceed four months.

I understand that by signing this certificate, I, as an authorized representative of the entity named above, give up our right to claim a credit or payment for the taxable fuel purchased with the credit card to which this Certificate relates. I understand that the exemption from tax, in this case of sales of articles under the exemption Certificate, is limited to the sale of articles purchased for our exclusive use. I understand that the fraudulent use of this Certificate for the purpose of securing this exemption will subject us, and all parties making such fraudulent use of this Certificate, to fines or imprisonment, or both, together with the costs of prosecution.

The parties agree that a signed transmission shall be considered valid for purposes of this certification and that the parties hereby waive any claim that a transmission does not satisfy the requirements of a signature or writing under applicable law.

Authorized Signature — Printed Signature

Title — Date

Email or FAX completed forms to TaxExemptForms@WEXINC.Com or 1-207-523-7104

INTERNAL USE ONLY	Sales Representative:	

1081

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TAX EXEMPTION & REPORTING ENROLLMENT FORM

Instructions:

1. Complete part A and sign form at the bottom.
2. Attach FEDERAL Certificate of Buyer and STATE forms (see details below).
3. For questions on signing up for tax exemption and reporting, please call 1-866-841-3542 or email GovTaxServices@WEXInc.com.
4. E mail completed forms to TaxExemptForms@WEXInc.com, fax to 1-207-5237104, or mail to Fleet Services, Tax Exempt Department, P.O. Box 639, Portland, ME 04104.
5. Retain the terms on page 2 for your records.

A. ACCOUNT INFORMATION	
Fleet Name:	WEX Account Number (if known):
Authorized Fleet Contact:	Phone No.:
Fleet Contact email:	Fax No.:
Federal Taxpayer ID Number:	

IMPORTANT: Eligibility may be limited based on applicable federal, state and local laws. Participating Entities must fill out these forms completely and accurately in order to avoid delays in their program enrollment, so please follow the instructions carefully.

B. MOTOR FUEL TAX

- Tax regulations require the Contractor to maintain current copies of the following applicable forms, based on the Participating Entity's eligibility:
  1. **Federal** — A Certificate of Buyer of Taxable Fuel in the name of WEX BANK (Included with this form.)
  2. **State** — Applicable state forms. **(Obtain these from the appropriate state governing body.)**

- **Once the Contractor receives all of the Participating Entity's properly completed documentation the Contractor will complete the tax exemption set up on their account within approximately three business days and start billing them net of the Applicable Taxes.**

The parties agree that a signed transmission shall be considered valid for purposes of this enrollment form and that the parties hereby waive any claim that a transmission does not satisfy the requirements of a signature or writing under applicable law.

X Authorized Fleet Signature Date:

USER (INTERNAL USE ONLY):

The information contained in this message is intended only for the use of the individual or entity named above and may contain confidential information. If the recipient of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at 1-800-492-0669 and return the original message to the attention of the sender at 97 Darling Avenue, South Portland, ME 04106.

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TAX EXEMPTION & REPORTING ENROLLMENT FORM

C. TERMS AND CONDITIONS

This Tax Exemption and Reporting Enrollment Form modifies a Participating Entity's charge card agreement based on their participation in the Tax Exemption and Reporting Program ("Program"). Signature on this form and a Participating Entity's continued use of their account constitutes acceptance of these terms and conditions. All capitalized terms contained herein shall have the same meaning as in the Master Agreement with the Contractor unless otherwise expressly provided herein. Except as amended hereby, the charge card agreement governing your account remains in full force and effect.

TAX EXEMPTION AND REPORTING PROGRAM

a. The tax exemption and reporting program (the "program") permits qualified tax-exempt Participating Entities to be billed net of certain "Applicable Taxes" (as defined herein and in Exhibit F). By completing this enrollment form the Participating Entity is electing to participate in the program. The Contractor will enroll a Participating Entity in the program upon receipt by Contractor of all of the Participating Entity's enrollment materials, including all required certificates, and validation of the Participating Entity's tax-exempt status. Upon completion of the Participating Entity's enrollment, their invoices will reflect the net amount due with a line item indicating total "Applicable Taxes" (as defined herein and in Exhibit F). The Participating Entity's reporting will provide a specific breakdown of Applicable Taxes deducted for each taxing authority or jurisdiction. Applicable Taxes are those federal, state, county and/or local taxes levied on the purchase of gasoline or diesel fuel for which the Participating Entity has provided the proper documentation to the Contractor showing their exempt status, and for which such documentation has been accepted by us and for which the Program provides exemption[1].

b. As the Participating Entity's credit card issuer, the Contractor has elected to provide Participating Entities with net billing of Federal excise taxes on fuel based upon the participation requirements in section (a) above. The Contractor will file a claim for refund with the Internal Revenue Service for these taxes. The Participating agrees that they may not file a claim for refund of any federal excise tax exempted by the Contractor and not billed to the Participating Entity by the Contractor.

c. For state, county, special and local taxes, merchants have the option of electing to participate or not to participate in the Contractor's program based on their own preferences and ability to obtain refunds from state/local taxing authorities. Transactions that occur at merchant locations not participating in this program will be billed to Participating Entities with the tax included regardless of their exempt status. In these instances the Participating Entity's reporting will contain a detailed listing of their transactions and the taxes charged to them. This information may assist a Participating Entity in filing their own claims for refunds if they so desire. Participating Entities agree that they may not file a claim for refund of any state, county, special or local taxes exempted by a participating merchant and not billed to them by the Contractor.

d. The tax certificates and other pertinent documentation on which a Participating Entity's exemption is based must be received by the Contractor from the Participating Entity in

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order for the Contractor to provide the Participating Entity with net billing of any Applicable Taxes. These documents are required to be completed prior to any net billing of Applicable Taxes in order for the Contractor or a participating merchant to recover such exempted taxes from the applicable taxing jurisdiction. The Contractor shall have no responsibility to verify the correctness of the certificate supplied by a Participating Entity and shall be entitled to rely thereon in preparing the reports and tax exemptions until such time as the Contractor is notified by a Participating Entity in writing of a change in any such data. The Contractor reserve the right to terminate a Participating Entity's participation in the program, provided, however, that such termination shall not terminate the underlying Mater Agreement between the Participating Entity and the Contractor.

e. The Contractor shall calculate tax exemptions based on Internal Revenue Service or other applicable taxing authority guidelines for transactions made by the Participating Entity. For state, county and local taxes, only those transactions agreed upon by the participating merchant shall be treated as tax exempt[1]. If the Contractor is obligated to reimburse a participating merchant for any actual loss incurred or rebill a Participating Entity for any taxes previously exempted (including refunds denied and assessments of previously made refunds and penalties) attributable to the provision of a tax exemption to them, they hereby agree to reimburse the Contractor for said losses incurred.

f. For non-fuel transactions, merchants may provide transaction data to the Contractor net of tax at their sole discretion. Participating Entities would need to supply the merchant with proper documentation of their tax-exempt status at the point of sale. The merchant will send the transaction to the Contractor and the Contractor will bill the Participating Entity net of tax for those transactions. The Participating Entity will not receive reporting of taxes levied or exempted for non-fuel purchases.

g. The Contractor shall comply with reasonable requests for information retrieval made by the Participating Entity.

h. The Contractor cannot apply exemptions to transactions that occurred prior to the Contractor's receipt and acceptance of the Participating Entity's completed certificates.

i. The Contractor shall use reasonable efforts to correctly calculate the amount of tax included in each account arising from a tax exempt sale. The Contractor shall recalculate taxes only in cases where the Contractor miscalculated the original taxable transaction.

j. The Contractor disclaims all warranties in connection with tax-exempt reporting and invoicing and shall not be responsible for the accuracy or completeness of such reports. In no event shall the Contractor be responsible for loss, liability or damages, including consequential or special damages, costs and expenses, including taxes, penalties, interest and attorney's fees that arising as a result of any inaccurate or incomplete report which the Participating Entity may suffer or incur in connection with or arising out of the tax-exempt reporting/invoicing service offered hereunder.

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WEX FLEET CLEARVIEW ENROLLMENT PACKET

1. Complete parts A and B.
2. Be sure to sign and date the form at the bottom.
3. Email to the Purchasing Entity's WEX Relationship Manager, (Fill in name and email address)

A. ACCOUNT INFORMATION

Company Name:	**Account Number:**
Authorized Fleet Contact Name:	
Fleet Contact Phone Number:	Fleet Contact Fax Number:
Authorized Fleet Contact Email:	

B. SERVICE OPTIONS

1. Please choose the ClearView product Purchasing Entity plans to enroll in at this time:
   - ☐ **ClearView Essentials** — Volume & Spend, Exceptions, Reports, Community, and Admin modules, Driver and Vehicle Detail, product code and odometer cleansing algorithms, and VIN decoding.
   - ☐ **ClearView Advanced** — Includes Essentials services plus additional functionality such as Fuel Price Explorer, Cost Outliers, Driver Fuel Purchasing Analysis, Driver Messaging, and Campaign Management and Tracking.
2. ClearView Essentials and ClearView Advanced customers can elect to enroll in ClearVieaw Snap for free by checking the box below:
   - ☐ **ClearView Snap** — Key purchasing information and analysis displayed in visual dashboards delivered automatically by email on a weekly and/or monthly basis. Instant voice command access and accompanying visuals using Snap's Alexa Skill.

C. FEES

WEX shall charge the following fee based on the Purchasing Entity's product election above:

(i) ClearView Essentials and ClearView Snap: $0.00 per month

(ii) ClearView Advanced: $0.25 per active card per month.

(Active card is defined as a card that is in active status vs. suspended or terminated status).

WEX reserves the right to change fees with prior written notice.

The ClearView program term will coincide with the Purchasing Entity's card program contract term.

By signing this form, the purchasing Entity agrees to the ClearView (and, if applicable, ClearView Snap) Terms of Use, which supplement the terms of the Purchasing Entity's credit agreement, included herein. The Purchasing Entity further represent that they are authorized to sign on behalf of their company.

X **Authorized Fleet Contact Signature** Date:

Print Name: Title:

Please read the terms on the following pages carefully before using this product.

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WEX Fleet ClearView™ Terms Of Use

1. **General:** WEX Inc. ("we," "us" and "our") will provide the ClearView platform ("CV") to the Purchasing Entity named in this Enrollment Form (also known as "you", and "your") subject to the following terms of use (the "Terms"). These Terms supplement the general terms of use for our online products as well as your credit agreement with WEX Bank or an approved WEX Issuer and may be used by you only for the purposes set forth in these Terms. You agree to abide by the Terms which shall be applicable to you upon your completion of this Enrollment Form. If you have any questions, please call our Customer Service department at 1-800-492-0669.

2. **Purpose of WEX Fleet ClearView:** The goal of CV is to allow you to perform data analysis for your Accounts (the "Purpose") through the use of this platform. You agree not to use CV for any purpose except to perform analysis on your Account data.

3. **Link and License:** You may access CV using the user login information we provide. We grant you a non-exclusive, non-transferable, limited right to log in and access CV. You agree not to purposefully interrupt or attempt to interrupt the operation of CV, its services or system resources in any way and you may not modify CV in any way nor upload, post or otherwise transmit any viruses or other harmful, disruptive, inappropriate, illegal or destructive files.

4. **Access and Security:** You will access CV using the Internet and your Internet service provider through portals provided by WEX and subject to the terms previously agreed to under your credit agreement with WEX Bank and any online terms previously agreed to for access to our products and features via our online portals.

5. **Important Disclosures:** The availability and effectiveness of portions of CV is dependent upon product codes that the merchant transmits to us. The product codes are assigned by each merchant, and as such, we are not responsible for inappropriate product code assignment, or any claims arising or damages resulting therefrom.

   ClearView includes machine learning algorithms that cleanse erroneous data we receive from third parties. WEX assumes no responsibility for any damages that may be suffered by you due to the use of CV's correction algorithms, in particular but not limited to any subsequent tax filings that you may make using reporting features on CV. WEX does not recommend that you use CV to submit for any fuel tax exemption reimbursements as revenue agencies may not accept this as evidence of your purchase and may still require actual sales receipts. Machine learning algorithms delivered in CV are not integrated with any other WEX systems or reporting.

   On occasion, we will make new products, modules, and functionality available to customers during a free trial, pilot, or beta test. We make no warranty that this new functionality will be error free or that defects, if any will be corrected, and we assume no responsibility for any damages that may be suffered by you due to the use of this functionality. Further, we reserve the right to alter and/or discontinue any new products, modules, and functionality that are offered as part of a free trial, pilot, or beta test.

   CV works best with more current versions of internet browsers, such as Chrome and Firefox. Use of older browsers, more specifically Internet Explorer (IE), is not recommended and should not be used to access and use CV. We assume no responsibility for sub-optimal CV use that may result by using a non-recommended browser.

   We will make an attempt to port in data from other programs and systems, such as customer-generated or third party data. We make no warranty that we will be able to successfully import non-WEX originated data into CV or that if successful this data will be error-free or that defects, if any, will

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be corrected, and we assume no responsibility for any damages that may be suffered by you due to the use of this data.

Data, such as transactional data from a card swipe, could take up to 24-48 hours to load into CV.

6. **Modifications:** We reserve the right to modify, change or discontinue any aspect of CV and the products and services accessed via CV at any time upon 15 days prior written notice. We may also impose limits on certain features and services or restrict your access to parts or all of CV without liability.

7. **Versions:** New Versions: We may publish revised and/or new versions of both modules and documentation, such as the CV Quick Start Guides, from time to time ("New Version" or "New Versions").

   Effect of New Versions: When a New Version is published and/or revised, we may modify the Terms applicable to the New Version. You may commence using the New Version once published and/or revised at your election. You will be required to agree to any additional terms of use for a New Version prior to using any New Versions.

   Retirement of Versions: We may make CV product obsolescence and retirement decisions that maximize customer and marketplace benefits. We will notify you of such planned obsolescence and retirement decisions.

8. **Representations and Warranties:** CV is provided "AS IS" without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, or fitness for a particular purpose. Notwithstanding the foregoing, we represent and warrant that to the best of our knowledge and belief: (i) the content developed by us available through CV: (a) does not and will not infringe any copyright, trademarks or trade secrets of any third party; and (b) does not and will not constitute a defamation or invasion of the rights of privacy or publicity of any kind of any third party, and (ii) CV does not violate the laws, statutes or regulations of any jurisdiction.

9. **Assignment:** You may not sell, assign, transfer or otherwise convey any of your rights or delegate any of your duties under these Terms without our prior written consent.

10. **Independent Parties:** Nothing in these Terms shall be deemed to constitute, create, give effect to, or otherwise recognize a partnership, joint venture or formal business entity of any kind or create a fiduciary or similar relationship between the parties not in existence prior to the effective date of these Terms; and the rights and obligations of the parties shall be limited to those expressly set forth herein.

11. **Questions:** For questions concerning these Terms, please call the following number: 1-800-492-0669, or send inquiries to: WEX Inc., 97 Darling Avenue, South Portland, ME 04106. Be sure to include your account number with all inquiries. For questions concerning CV, please email WEX at support@wexclearview.com.

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ADDITIONAL CLEARVIEW™ PRIVACY ISSUES

1. **Consumer Privacy Rules**

   The objective of this Privacy Policy is to provide you with a clear, concise and accurate statement of how WEX handles customer information. Please note that our products and services are intended to be used only for commercial and business purposes. As our products and services are not intended to be used for personal, family or household purposes, consumer privacy protection laws and regulations do not apply to our information handling practices for these programs. This Privacy Policy is not a statement of intent to be bound by or comply with such laws and regulations.

2. **Security**

   WEX recognizes the importance of secure online interaction, and we utilize a number of methods to safeguard your transmissions. Our Website is hosted on secure servers with firewall protection. WEX uses Secure Socket Layer (SSL) encryption technology on our Website and information that is gathered is stored within secure databases protected by multiple firewalls. As effective as current encryption technology is, however, no security system is impenetrable. We cannot guarantee the security of our databases, nor can we guarantee that the information provided via our Website will not be intercepted while being transmitted to WEX over the Internet.

3. **Children**

   WEX provides only business services and does not intend to collect or knowingly collect any information from or about children. It is possible that a child may impersonate a company representative and attempt to access or use this Website and, in so doing, provide the child's name, address, phone number, fax number, email address and other identifying information. When such information is received and WEX is aware that the individual providing the information is a child, the information is used only to reject the child's application and is immediately deleted by WEX. Such information is never shared with third parties. WEX cannot always determine if a visitor to its Website or the sender of an email is a child.

4. **Cookies**

   Our Website makes use of a standard feature of browser software called a "cookie" to assign each visitor a unique, random number. A cookie is a file that identifies a computer as a unique user. Cookies may be used to facilitate your use of our Website, to maintain site security and to improve our Website. Most browsers are initially set up to accept cookies. You may be able to reset your browser to refuse all cookies or to indicate when a cookie is being sent. If cookies are disabled, however, our Website (and other Websites) may be harder to use. A cookie cannot read data stored on the hard drive of a computer.

5. **Links to Other Websites**

   Our Website contains links to other sites whose information practices may be different than ours. If you click on a banner or other hyperlink, you may be transferred off of this Website. Our inclusion of hyperlinks to these websites does not imply any endorsement of the material on such web sites or associations with the operators of the websites. Our Privacy Policy does not extend to these sites or the internet. You should consult the other sites' privacy notices as WEX has no control over information that is submitted to, or collected by, these third parties and how that information is used.

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6. **Security of your Data in Cloud-Based Storage**

   ClearView uses cloud-based databases and employs a sophisticated firewall that protects from hackers and intruders attempting to gain access to your fleet data. As a protective measure, ClearView does NOT store full card numbers.

7. **Security of Your Data across the Internet**

   A third layer of security is data encryption, or SSL, between the web server and your browser. Encryption helps prevent technically sophisticated individuals who have the desire, tools, and opportunity from intercepting your data as it travels over the Internet.

   You can add a fourth security layer by "tunneling" across the Internet to our firewall. Tunneling requires installation of additional software and a fixed IP address, which may be acquired from your local systems

   Technical questions and concerns relating to security should be directed to the WEX Inc. Webmaster at webadmin@wexinc.com. For questions relating to usage, please email support@wexclearview.com.

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WEX PRIVATE SITE ENROLLMENT PACKET

Secure, live authorizations and integrated reporting for onsite bulk fueling transactions.

Choose Between Two Program Options:

1. **Private Site Program:** Allows Purchasing Entity to use the WEX Fleet Card to activate pumps at Purchasing Entity's onsite bulk fuel tanks allowing for increased security and asset-level fuel usage reporting on Purchasing Entity's bulk fuel. WEX captures Driver ID and odometer information, authorizes the card swipe, and provides integrated reporting of the Private Site transactions with Purchasing Entity's retail transactions while excluding onsite fuel transactions from Purchasing Entity's invoice.
2. **Private Site Rebilling Program:** Combines the same features and functionality of the private site program with the ability to allow other WEX Universal fleets to fuel at Purchasing Entity 's onsite bulk tank.* Purchasing Entity will receive a private site report that details all of Purchasing Entity transactions—both non-financial and rebilled. WEX will handle the reconciliation and settlement on Purchasing Entity behalf. WEX will bill the visiting fleet. Funds from the visiting fleet transactions will be automatically deposited in Purchasing Entity's bank account via ACH 30 days after the transaction posts in the WEX system.

   How It Works:
   - Fleet must have or install certified card readers (see certified equipment vendor list)
   - Drivers, who fuel at the site, are prompted for Driver ID and Odometer reading
   - Card reader provides fuel type, gallons, PPG, and total sale
   - WEX integrates the information into Purchasing Entity's fleet's reports
   - Depending on Purchasing Entity's set-up, certain fees may apply

   The Benefits:
   - Consolidates tracking of Purchasing Entity's onsite and retail fuel transactions into one comprehensive report.
   - Minimizes time, effort, and cost of administering fuel usage.
   - Purchase controls available through the Purchasing Entity's WEX card monitor private site transactions for card abuse and misuse.

   Easy Processing:
   - Driver swipes their WEX fuel card at the onsite card reader.
   - Card reader prompts driver for Driver ID and odometer reading on vehicle.
   - Card reader dials out via network to WEX for authorization.
   - WEX authorizes sale and pump activates.
   - Driver fuels vehicle.
   - Card reader sends final sale to WEX via network.
   - WEX processes this information and posts the information in Purchasing Entity's fleet reporting.

   *Rebilling functionality is only available for certain types of programs. Please contact the Purchasing Entity's WEX Sales Representative for more information.

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Set-up and Maintenance

1. Customer contacts certified equipment providers found in the Private Site Agreement Packet
   - Customer obtains quotes, makes a purchase, and has the equipment installed
   - If the customer already owns equipment; they contact the vendor to confirm they have what is needed to process WEX
2. Customer completes the WEX Private Site Agreement Packet*
3. Customer emails the packet to MerchantApplications@wexinc.com
4. WEX begins the setup in WEX Systems**
5. WEX reaches out to the network to obtain a terminal ID number
6. WEX uses the terminal ID number to complete the setup
7. WEX emails a checklist containing the terminal ID and WEX Site ID to the customer
8. Customer reaches out to equipment provider or tech, and provides them with the checklist
9. Using the checklist, the tech contacts the network number provided to complete the setup

*Agreement is sent to WEX after the equipment has been installed
**Steps 3 – 7 are completed in 3-5 business days. WEX is unable to completed same-day setups.

PRIVATE SITE OWNER	*WEX*	NETWORK
SETUP		
1. Purchase or validate existing POS equipment and software with Purchasing Entity's vendor. All equipment must be certified by WEX. See the attached list of vendors to ensure a certified equipment purchase.		
2. Provide a completed and signed Private Site Agreement (see attached) to WEX. *If participating in Rebilling, complete the Rebilling portion of the agreement as well.	3. WEX Merchant Operations updates the fleet accounts, including transaction pricing, setup costs and site(s), and works with the Network to obtain the Purchasing Entity's Private Site Merchant / Terminal ID. *If participating in Rebilling, Merchant Operations will set up the banking information needed for settlement.	
	4. Confirms set up of all locations and sends the Purchasing Entity the Welcome Packet that includes Purchasing Entity's Network assigned and WEX Site ID's.	
5. Contact Purchasing Entity's Equipment Provider to initiate a software download to complete the setup process.		
6. Run connectivity test with equipment vendor and network to assure transactions are authorizing and posting correctly.		
ONGOING		

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Maintain the POS equipment.	Provide reporting of private site transactions in purchase reports	Provide processing support for the private site owner/operator
Notify WEX Merchant Operations of equipment changes, new additions, or software updates.		
Ensure security at the site.		

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CERTIFIED EQUIPMENT VENDOR LIST

Below is a list of the current contacts at each of the respective equipment providers WEX works with for private site set-ups:

FUELMASTER	
Edye Michelle Coxwell Distributor Relations Coordinator	(800) 888-9136, ext. 1444 edye.coxwell@myfuelmaster.com www.myfuelmaster.com
GASBOY	
Pete Moyer Director of Sales	(757) 215-5893 pete.moyer@gilbarco.com www.gasboy.com
MULTIFORCE	
Keith Griesinger VP of Sales	(908) 419-0961 keithg@fuelforce.com www.fuelforce.com
OPW/PETRO VEND	
Bobby Hayes Control Product Manager	(770) 605-9611 robert.hayes@doverfs.com www.opwglobal.com
COMDATA/SMARTSITE	
Josh Connelly Inside Sales Manager	(615) 370-7207 jconnelly@comdata.com www.comdata.com

If a Purchasing Entity doesn't have equipment and they are interested in learning more, please contact one of the equipment providers above. For general questions about private site setups, contact WEX Merchant Operations at 888-660-8941 or merchantprocessing@wexinc.com

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WEX PRIVATE SITE ENROLLMENT PACKET

Choose the Purchasing Entity's program:

Private Site: Complete sections A, B, C & if relevant, G

Private Site Rebilling: Complete sections A-E & if relevant, G

Sign and date the agreement

Email to: merchantapplications@wexinc.com;

or Fax to: 1-207-253-1379;

or Mail to: Merchant Operations
PO Box 639, Portland, ME 04101

Select all that apply:

☐ New Set-up – First time Setup

☐ Additional Site Set-up

☐ Additional Account Set-up
Adding accounts to already existing sites

Allow 3-5 Business Days for setup. WEX is unable to complete same-day setups.

A. ACCOUNT INFORMATION

Account Number (found on Purchasing Entity's billing invoice): *(If more than one account, attach additional account information. All account numbers are needed in order to ensure correct set-up)*		
Fleet name (legal name of business or DBA):		
Fleet Contact (first name, last name):		Title:
Fleet Contact Phone Number:	Fax Number:	Email Address:

B. EQUIPMENT INFORMATION

Equipment Vendor (check one): ☐ ComData ☐ Fuel Master ☐ GasBoy ☐ MultiForce ☐ OPW/Petro Vend

Equipment Name, Model and Software (be specific):

C. SITE INFORMATION

Number of Sites:		
Provide a list of sites with the following information: *(If more than one location, attach additional site information)* Company Name:		
Physical Address:		
City:	State:	Zip:
Site Time Zone (check one): ☐ Eastern ☐ Central ☐ Mountain ☐ Pacific		
Contact Name:		
Phone Number:	Email Address:	

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D. VISITING FLEET INFORMATION (Rebilling Only)

If the Purchasing Entity will be allowing fleets other than their own to fuel at their Private Site location(s), please provide the following information for each visiting fleet.

Account Name: Account Number: _____

Account Name: _____

Account Number:

Account Name: _____

Account Number:

E. WEX BANKING AUTHORIZATION FORM (Rebilling Only)

BANK ACCOUNT INFORMATION

Private site owner/operator hereby authorizes and requests WEX to make payments of amounts owing to private site owner/operator by WEX by initiating credit entries to private site owner/operator's demand deposit account at the Bank indicated below ("private site owner/operator's bank"), and authorizes and requests private site owner/operator's bank to accept any credit entries initiated by WEX to such account without responsibility for the correctness thereof. In the event of an overpayment or payment in error, private site owner/operator hereby authorizes WEX to initiate a debit entry to the account for each overpayment or payment in error. It is understood that for purposes of this Agreement, the term "private site owner/operator's bank" shall mean and include the bank identified below by private site owner/operator and any successor bank identified to WEX (i) in a Notice of Change provided to WEX by any Automated Clearing House Association processing credit or debit transactions under this Agreement, or (ii) by private site owner/operator, whether orally or by other non-written means. Any such notification to WEX shall be effective only with respect to entries credited to private site owner/operator's account by the Bank after receipt of such notification and a reasonable time to act upon such notice. Private site owner/operator agrees and acknowledges that WEX will not be liable to private site owner/operator for any damages resulting from the performance or the failure to perform of any Automated Clearing House Association. Funds from the visiting fleet transactions will be automatically deposited in the private site owner/operator's bank account via ACH 30 days after the transaction posts in the WEX system.

Bank Name and Address	ABA Routing Number
Account Name	Account Number

IMPORTANT: FOR REBILLING ONLY, PLEASE ATTACH A VOIDED CHECK

IMPORTANT: FOR REBILLING ONLY, PLEASE ATTACH A COMPLETED W-9 AND
IF A PURCHAING ENTITY HAS INCOME GENERATED FROM CALIFORNIA SOURCES,
THEY ARE REQUIRED TO COMPLETE AND RETURN FORM 590

WEX must receive a completed W-9 and Form 590 in order to process application.

AUTHORIZED SIGNATURE

PRIVATE SITE OWNER/OPERATOR: The undersigned represents and warrants to WEX that all of the terms and conditions of this WEX Private Site Program Application consisting of this entire document in addition to any other document or addendum including the EX Private Site Program Application have been reviewed in their entirety, are true and correct, and set forth the agreement between WEX and the private site owner/operator. Additionally, the undersigned represents and warrants that he or she has authority to sign and to bind Merchant to the terms of this Application. Also, the undersigned represents that the undersigned has the authority to provide information and execute this Application on behalf of the private site owner/operator. The Agreement shall only become effective upon WEX's acceptance of the Agreement and the Application at its headquarters following approval, and the assignment to private site owner/operator of a private site owner/operator processing identification number. The private site owner/operator further affirms that they are establishing a credit card processing relationship with the processor indicated on the attached WEX private site application. Once WEX begins processing credit cards through this processor, our company does not intend to process any transactions through a processing agreement with a branded petroleum marketer.

Signature	Printed Name
Title	Date

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FOR WEX INC. INTERNAL USE ONLY	
Processed By	Date Processed
Settlement Entity	Site ID#

By signing and submitting this Private Site Agreement, the Purchasing Entity agrees to adhere to the WEX Private Site Card Sale Procedures incorporated herein as Exhibit A.

G. FEES

WEX shall charge the following fees:

(i) a set-up fee waived per site; and

(ii) a transaction fee of $0.15 for each card sale that is made using the private site owner/operator WEX charge card account.

(iii) a transaction fee of $0.15 for each WEX card sale that is made by a visiting fleet ("Foreign Transaction Fee") will be assessed to such visiting fleets for (iv) the purchases that they make using the sites set forth herein.

(v) WEX may increase the transaction fees, in its sole discretion.

☐ Check box if the Purchasing Entity has a separate negotiated rate under a Master Contract. Include the contract with their Private Site Agreement submission.

The contract is needed in order for set up to be completed.

H. MISCELLANEOUS

The parties agree that a signed facsimile transmission shall be considered valid for purposes of this enrollment form and satisfies the requirements of a signature or writing under applicable law. The undersigned represents and warrants to WEX that all the terms and conditions have been reviewed in their entirety, all information provided in this request form is true and correct, and he or she has been duly authorized to sign and to bind the private site owner/operator to the terms of this agreement.

Authorized Signature:

Title:

Date:

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WEX PRIVATE SITE CARD SALE PROCEDURES

1. Method of Transmission Of Card Sales To WEX

A. MERCHANT shall have the necessary equipment to permit the electronic acceptance of the Card at its Distribution Sites including but not limited to their point of sale equipment and networking services.

B. MERCHANT shall collect and transmit the Card Sale data in accordance with the WEX Technical Specification. Merchant shall obtain from WEX the necessary acceptance certification for its network and equipment that will be used for processing sales transaction.

2. Minimum Card Sale Processing Requirements

A. Card Sale data sent to WEX shall include: account number, vehicle number, driver identification number, sales date, sales time, site identification number, authorization number, product code(s), quantity, total sales amount (in dollars), odometer, ticket number and any other information as WEX and MERCHANT may mutually agree upon. MERCHANT is responsible for the inclusion of any applicable taxes on the fuel when allowing a non-tax exempt fleet to utilize the fuel at its locations. WEX will not add any taxes to the total PPG of any private site transactions transmitted by MERCHANT.

B. All Card Sales require an authorization or approval from WEX. MERCHANT shall request such authorization from WEX for the total Card Sale amount prior to sending the Card Sale to WEX for processing.

C. WEX does not provide pre-authorizations, nor does it place available credit on "hold". If MERCHANT calls prior to completion of the services being provided to the cardholder, MERCHANT still needs to obtain an authorization number upon completion of the services or Card Sale to obtain payment from WEX.

D. An authorization or other approval code is not a guarantee that MERCHANT will receive payment. WEX does not provide payment to merchants based upon receipt of information during the authorization process. MERCHANT is still required to submit the completed Card Sale, including the authorization or other approval code, to WEX. Obtaining an authorization without submitting the completed Card Sale to WEX may result in non-payment by WEX for such Card Sale.

E. MERCHANT shall not accept payment through use of an expired Card or when advised upon authorization inquiry, that the Card is not to be honored.

F. MERCHANT shall never make a Card Sale when MERCHANT believes or has reason to believe that the Card may be counterfeit or stolen or the Card Sale is in any way fraudulent or otherwise suspicious.

G. Merchant shall maintain a record of all information required in Section 1.3.A above.

H. If the Card Sale is not an island card reader transaction ("pay-at-the-pump"), MERCHANT shall require the cardholder to sign the transaction receipt unless the total for the Card Sale is less than $25.

I. Any Card Sale data received by WEX from MERCHANT by 5:00 p.m. Eastern Time ("ET") shall be treated as having been received on the next business day.

J. MERCHANT shall not divide the price of goods and services purchased in a single transaction among two (2) or more transaction receipts for billing to WEX.

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K. Merchant must not submit Card Sales until Products are delivered.

L. A Card must be present at the time of purchase. In the event that MERCHANT processes a Card Sale when the Card is not presented, MERCHANT bears the risk of the sale being charged back.

M. MERCHANT shall maintain a record of the Card Sale, including all sales data required for a period of **one (1) year**. Upon the reasonable request of WEX, such records shall be provided to WEX within **thirty (30) calendar days** of WEX's request. Failure to provide the requested record will result in a charge back of the Card Sale to MERCHANT.

3. Data Input and Transmission

A. Merchant is responsible for the data entry of Card Sale information by its personnel, or representatives. All data shall meet the WEX Technical Specification and shall be in good and usable condition.

B. If information pertaining to any Card Sale is garbled in transmission such that part or all of the record is likely to vary from what MERCHANT transmitted, WEX may advise MERCHANT of the suspected inaccuracy and request retransmission of the record or other appropriate confirmation. WEX may, with notice to MERCHANT, withhold payment for such Card Sales until the record is retransmitted or MERCHANT provides other appropriate confirmation.

C. If MERCHANT has not provided WEX with required information or that WEX needs to interpret, verify, or validate a Card Sale, WEX may, withhold payment for such Card Sale until MERCHANT sends WEX the necessary information. WEX may make appropriate adjustments in its settlements with MERCHANT to reflect the receipt or correction of any such Card Sale information. WEX shall provide notice to MERCHANT of any Card Sales that it is not able to process due to errors or missing information through its daily settlement reports.

D. MERCHANT shall submit all Card Sales to WEX for processing within **thirty (30)** days of the transaction date. WEX may accept transactions up to **one hundred and twenty (120) days** from the date of the transaction for processing and billing to the fleet, however, reserves the right to chargeback any such transaction that is disputed by a fleet customer.

E. MERCHANT authorizes WEX to refer to a default price per gallon table, which may be used when the calculated price per gallon for the transaction falls outside of WEX's acceptable range of pricing which is updated from time to time by WEX based upon market conditions. The table is based upon average price per gallon data collected from all merchants who accept WEX Cards.

F. MERCHANT authorizes WEX to refer to the authorization log to obtain information to complete the processing of transactions in the event that errors are detected by WEX during processing. It is understood by the parties that the information contained in the authorization log is the "actual, real-time" information received by WEX from the MERCHANT at the time the use of the charge card was authorized. If sufficient information is not available in the authorization log to correct any errors in the transaction file received by WEX from MERCHANT, then these transactions will be returned back to MERCHANT for correction.

G. Use of the defaults in Section 1.3.E and 1.3.F above does not affect the total transaction value submitted for settlement and is only used to facilitate reporting to fleet customers. It does not relieve MERCHANT of its requirements to provide accurate and complete data as set forth in 1.2.A for Card Sales.

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WEX PRIVATE SITE CARD SALE FREQUENTLY ASKED QUESTIONS

How does it work?

Drivers swipe their WEX fuel cards through the Purchasing Entity's WEX-certified equipment reader and enter a Driver ID and the vehicle's odometer reading. The transaction information is transmitted by the network to WEX for approval. In a matter of seconds, a driver using an authorized card can begin fueling. All of the Purchasing Entity's transaction information appears on their WEX purchase report.

What equipment will a Purchasing Entity need?

A purchasing Entity will need to purchase a card reader (or upgrade existing equipment) to match WEX and network requirements (see certified equipment vendor list).

What is the cost?

There is a one-time set up fee that is waived and a $0.15 per transaction fee. Costs to purchase new card readers (or upgrade current equipment) vary by vendor so the Purchasing Entity will need to negotiate their purchase.

Are there other costs that might be associated with set up?

Depending on Purchasing Entity's chosen network and equipment vendors, there could be additional hardware and software costs. Please contact the Purchasing Entity's providers for more information.

How does a Purchasing Entity sign up?

Just complete the enclosed Private Site Agreement and submit it to WEX.

What equipment provider would WEX recommend?

WEX provides the Purchasing Entity with a certified equipment vendor list to choose from. The Private Site Owner/operator is responsible for the purchase and upkeep of the equipment.

Who do I contact with issues regarding incorrect product coding or reporting from the Purchasing Entity's equipment?

The Purchasing Entity's vendor or network will be able to ensure proper downloads and configurations are reporting correctly.

What is a network?

A network is a third party processor who sends a transaction files from the Purchasing Entity's equipment to WEX for electronic processing.

What information should a Purchasing Entity provide the network helpdesk if they need to call?

Be sure to have the Merchant/Terminal ID for the location the Purchasing Entity is calling for. This along with the Network Contact numbers can be found on the Welcome Packet received from WEX.

If a Purchasing Entity participates in Rebilling, how do they receive the funds for the fuel used by visiting fleets?

Upon enrollment, WEX will collect the Purchasing Entity's banking information to set up ACH payment. The funds for visiting fleet transactions will be automatically deposited in their account under the payment term of their contract.

If I allow visiting fleets to fuel at my location, how will I be able to keep track of those transactions?

Each month, WEX will send you a private site merchant report. The report will provide detail on all visiting fleet transactions. In addition, your transaction detail report will include both local and visiting fleet transactions.

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WEXPAY ENROLLMENT PACKET

FAX to: _____ **FAX #:** _____

1. Complete parts A and B.
2. Be sure to sign the form and keep a copy for the Purchasing Entity's records.
3. Fax completed form to: 1-800-516-7536.

A. ACCOUNT INFORMATION

Account Name:	Account Number: 04
Authorized Fleet Contact:	Phone No.:
Fleet Contact email:	Fax No.:

B. SETUP INFORMATION

Complete the below items:

_____ Number of Alternative Authorization Instruction cards needed. (WEX recommend at least one per driver using WEX*Pay*)

$_____ How much spend does the Purchasing Entity anticipate? (Credit line may need to be reviewed)

C. TERMS AND CONDITIONS

These terms and conditions supplement the WEX ® Business Charge Account Agreement (the "Agreement") between the Purchasing Entity and WEX Bank ("Issuer"). The following additional terms and conditions shall be applicable to their account upon their completion and WEX's acceptance of this WEX*Pay*™ Request form. The Participating Entity's continued use of their account and the product referenced herein constitutes acceptance of these terms and conditions. All capitalized terms shall have the same meaning as in the Agreement, as amended from time to time.

Issuer will provide single use virtual MasterCard® Cards for purchases made by the Purchasing Entity only at U.S. merchant locations that do not accept the WEX® Universal Fleet Card. A virtual card is one where there is no plastic issued, only card numbers. Single use virtual cards may be used for purchases one time only. MasterCard International's chargeback rules apply. The Purchasing Entity's MasterCard purchases will appear on their WEX® Universal Fleet invoices. The Purchasing Entity agrees to
pay and/or perform, as the case may be, when due all indebtedness, obligations and liabilities of each MasterCard account established pursuant to this request of every kind, nature and character whatsoever, including, without limitation, (i) all amounts payable under each account, (ii) all obligations, covenants, and agreements contained herein. Purchases are due and payable in full by the Purchasing Entity upon billing in accordance with the terms of credit Agreement with Issuer.

In the event the Purchasing Entity currently participates in any rebate or discount program offered by Issuer for the WEX® Universal Fleet card purchases, their purchases made using WEX*Pay*™ will apply to such rebate or discount provided they meet any conditions of such rebate or discount program.

Issuer reserve the right to modify or terminate WEX*Pay*™ at any time upon 15 days notice to the Purchasing Entity.

Issuer will provide WEX*Pay*™ Alternative Authorization Instruction card for the Purchasing Entity's distribution to their drivers. When their drivers present the Alternative Authorization Instruction card to a merchant, the merchant may, at the merchant's discretion and their own risk, either complete the work or contact Issuer to validate the Purchasing Entity's account. Issuer will not pre-authorize the transaction if the work has not been completed but WEX will provide the merchant with a reference number so that they may contact WEX upon completion of the work for payment authorization. In order to validate the Purchasing Entity's account WEX must preview their account information and this may affect their control limits, if the Purchasing Entity has set them on their account, including the number of transactions available per day and the total daily dollar limits. The Purchasing Entity should check their current controls (if any) to be certain that they have sufficient limits for these transactions. If they make any changes or set any control limits, the Purchasing Entity agrees that WEX is authorized to rely on such changes and WEX will not be responsible for any losses resulting from such changes. The Purchasing Entity will also agree that WEX will not be liable to the Purchasing Entity for any loss, liability or damages they suffer which arise from, are related to, or are in any way connected with any fraud control or purchase restrictions such as Authorization Controls which WEX implements from time to time. WEX is not liable on account of any merchant's refusal to honor the MasterCard or to participate in the WEX*Pay*™ process, regardless of the reason.

The person signing this Out-of-Network Authorization Process Request represents and warrants that he/she is authorized to execute this Request.

X Authorized Fleet Contact Signature:	Date:
Print Name:	Title:

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DEFINITIONS

This exhibit provides definitions of terms used throughout this Master Agreement and exhibits.

Account: For purposes of this Master Agreement, cards do not represent an individual account. Accounts are established within the WEX system in the Participating Entity's hierarchy where the cards are issued from. The Account contains the overall credit line and authorization controls that are applied to one or many cards.

Account Coordinator: Employee of the Contractor assigned to a Participating State or Purchasing Entity to provide day-to-day assistance with regard to program card maintenance.

Annual Volume: Total volume spend by all Purchasing Entities within a Participating State for all card liability products in a calendar year.

Applicable Taxes: Federal, state, county and/or local taxes levied on the purchase of gasoline or diesel fuel that may be eligible for tax emption by the Contractor.

ASC X12: Official designation of the U.S. national standards body for the development and maintenance of Electronic Data Interchange (EDI) standards. Also known as ANSI ASC X12.

Associations: Group of card-issuing banks or organizations that set common transaction terms for merchants, issuers, and acquirers. Some major associations are Visa, MasterCard American Express and Discover. Also referred to as Network.

Authorization Controls: Controls that are established in the WEX system and assigned to every card to determine the purchasing rules for cards assigned to the given control profile. Like an Emergency Card, emergency authorization controls can also be established.

Authorized User/User: Representative of Purchasing Entity that leverages a Commercial Card, manages Commercial Cards, and/or accesses the online system

Automated Clearing House (ACH): Central distribution point for transferring funds electronically for participating depository financial institutions. Transactions are accumulated and sorted by destination for transmission during a predetermined period. It includes small dollar payments in large transaction volume.

Bank Overrides: A transaction that has been pushed through by the Contractor.

Basis Points: Unit of measure for incentive share/rebate rates. One basis point is equal to 1/100th of 1% or 0.01% or 0.0001.

Bidder: Any entity submitting a bid or response to the solicitation

Billing Cycle: A specific recurring time period between the time statements of account/invoices are processed.

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Card Issuer: Financial institution issuing a Commercial Card or account. Also referred to as a card issuer, card provider or bank. For the avoidance of doubt, Contractor shall be the sole Card Issuer under the Master Agreement and Participating Addenda.

Card User Agreement: Agreement between the Purchasing Entity and awarded Contractor verifying credit availability, account information, and agreeing to the terms and conditions of the Master Agreement and Participating Addendum.

Cardholder: An employee, contractor, or representative of a Purchasing Entity to whom a Commercial Card is issued for making designated business purchases/payments on behalf of his or her organization.

Card-less Accounts/Ghost Cards: Accounts that have no plastic card issued, only an account number to which the acquisition of goods and services are charged.

Centrally Billed Account: Card accounts are billed to the Purchasing Entity or program within a Purchasing Entity. CBA accounts are paid directly by the Purchasing Entity.

Client-held Days: Number of days from the billing cycle date to the date payment is received.

Commercial Card: Generic term for any card product used by organizations for making payments for various goods, services and business expenses.

Contractor: The entity/entities awarded a Master Agreement and/or Participating Addendum(s) as a result of the evaluation of the bids received in response to a solicitation.

Corporate Liability: Purchasing Entity is liable for all card transactions and fees.

Credit Application: WEX form to establish a credit line with WEX Bank and adhere the contractual terms & conditions of this Master Agreement to the Purchasing Entity.

Declined Transaction: Transaction where authorization has been refused by the Card Issuer's transaction authorization system.

Duplicate Transaction: a transaction that has been processed twice for the same purchase.

Department: Functional business unit of an organization such as purchasing, accounting, human resources, etc.

Department Card: Card issued to a department rather than a specific cardholder.

Declining Balance/Managed Spend Card: Specialized Purchase Card with a pre-set spend limit and expiration date that is typically non-replenishing. Also referred to as a Controlled Value Card.

Electronic Payables: A form of electronic payment, utilizing the card infrastructure, managed centrally within an organization, typically by accounts payable. Also known as electronic accounts payable (EAP), automated payables, e-payables, Virtual Payment Cards, push payments, straight through payments 9STP), buyer-initiated payments (BIP), supplier/vendor card, single-use accounts and

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electronic invoice presentment and payment (EIPP). Each provider has a proprietary name for its solution; functionality and processes vary for each.

Eligible Purchaser: A Purchasing Entity authorized pursuant to the execution of a Participating Addendum.

Emergency Card: A type of Commercial Card that is always open, active and ready for use. Usually equipped with high or no credit limits and are used in emergency response situations.

Entity Program Administrator(s): A common role responsible for various administrative tasks (i.e., ongoing operations) in a typical Commercial Card program, including card issuance, account maintenance, card cancellation and reporting.

File Turn: Number of days from the date a transaction is posted to an account to the date payment is received.

Fleet Card: Specialized Commercial Card used to capture fleet-related expenses and vehicle data (e.g., fuel, vehicle maintenance, repair, and service).

Foreign Transaction Fee: A charge applied to purchase made in foreign countries (outside the United States). Purchases made online from your home country where the vendor is foreign and processes the transaction in its local currency.

Fraud: Unauthorized use of a card, resulting in an acquisition whereby the Purchasing Entity does not benefit.

Implementation: Process of putting all card program functions and activities into place.

Interchange Rate: A rate, set by the Network (i.e., Visa, MasterCard, Discover, American Express), collected by the card issuer to cover the cost of processing the transaction.

Lead State: State responsible for soliciting for and managing the awarded Master Agreement.

Level 1 Data: Standard commercial transaction data that includes the total purchase amount, the date of purchase, the merchant category code, merchant's name, city/state, debit/credit indicator, date transaction/credit was processed by the Contractor, Contractor processing/transaction reference number for each transaction/credit, and other data elements as defined by the Associations or similar entity.

Level 2 Data: In addition to Level 1 data, includes sales tax amount, company information, and other data elements as defined by the Associations or similar entity.

Level 3 Data: In addition to the Level 2 data includes cost, quantiles, unit of measure, product codes, product descriptions, and ship to/from zip codes, freight amount, duty amount, order date, discount amount, order number and other data elements as defined by the Associations or similar entity.

Master Agreement: Underlying agreement executed by and between the Lead State and the Contractor, as now or hereafter amended. May also be referred to as contract or Master Contract.

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Master Agreement Administrator: Employee of the Lead State responsible for soliciting for and managing the awarded Master Agreement

Master Agreement Authorized Representative: Employee of the Bidder authorized to sign bid submittal documents, provide bid clarification responses, and function as the primary point of contact during the solicitation and evaluation.

Merchant Category Codes (MCC): A system of four-digit codes, maintained by networks, used to identify a merchant's principle trade, profession or line of business; a MCC is assigned to a merchant by the merchant or merchant acquirer.

Merchant Negotiated Transaction: Transaction completed with a merchant that has an agreement with the Association to complete theirs at a lower than standard interchange rate.

Merchant Negotiated Volume: Total quarterly merchant negotiated volume spend by a Purchasing Entities for all card liability products in a Quarter.

Merchant Overrides: A transaction that has been pushed through by a merchant location.

National Annual Volume: Total annual volume spend by all Participating States/Purchasing Entitles for all card products in a calendar year.

National Annual Volume Incentive: Rebate or Incentive Share earned by a Participating State based on their contribution to the National Annual Volume.

Network: Entity that facilities the movement of transactional data between the Card Issuer and acquirer and sets merchant rules for card acceptance. Organizations in this role include Visa, MasterCard, American Express and Discover. Also referred to as Association.

Non-Standard Volume: Transactions that are processed using Reduced Interchange Rate as determined through an agreement between the merchant and the Association.

Participating Addendum: An agreement signed by the Contractor and a Participating State that incorporates the Master Agreement and any other additional Participating State specific terms and conditions.

Participating Addendum Administrator: Employee of the Participating State responsible for the management and administration of the Participating Addendum.

Participating Addendum Authorized Representative: Employee of the Participating State authorized to sign the Participating Addendum.

Participating State: Any State, territory or entity (authorized by a state's chief procurement officer) that chooses to execute a Participating Addendum under the awarded Master Agreement. May also be referred to as Participating Entity.

Participating State Annual Volume: Total annual volume spent by a Participating States for all card products in a calendar year.

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Product Code (PC): A unique identifier, assigned to product types (e.g. maintenance, tires, etc.) within a Fleet management system.

Program Administrator(s): Refers to Participating Entity, Purchasing Entity, or Statewide Program Administrators.

Program Administrator Overrides: A transaction that has been pushed through by a Program Administrator.

Prompt Payment Incentive: Rebate or Incentive earned by a Purchasing Entity based on their average speed of pay/file turn days.

Purchasing Entity: Any eligible organization executing a Card User Agreement as allowed by a Participating Addendum under the Master Agreement.

Quarter: Three (3) month period based on the yearly calendar as follows:

Quarter 1(Q1) – January, February & March
Quarter 2 (Q2) – April, May & June
Quarter 3 (Q3), July, August, September
Quarter 4(Q4) – October, November & December.

Quarterly Non-Standard Volume: Total Non-Standard Volume sales for a Quarter.

Quarterly Non-Standard Volume Incentive: Rebate or Incentive Share earned by a Purchasing Entity based on their Non-Standard Volume sales for a Quarter.

Quarterly Standard Volume: Standard Volume sales for a Quarter.

Quarterly Standard Volume Incentive: Rebate or Incentive Share earned by a Purchasing Entity based on their Quarterly Standard Volume.

Quarterly Total Volume: Total quarterly volume spend by all Purchasing Entities for all card liability products in a Quarter.

Relationship Manager: Employee of the Contractor assigned to a Participating State or Purchasing Entity to provide day-to-day assistance with regard to program card maintenance.

Reduced Interchange Rate: A lower interchange rate for processing Commercial Card transactions.

Standard Volume: All transactions, less Non-Standard Volume, fees, cash advances, convenience checks, Fraud, chargebacks and net of Write-Off Adjustments.

Statement/Invoice: Document reflecting account details for the billing period including debits, credits, transaction detail and balance due.

Statewide Program Administrator: Employee of the Participating State who administers the State's Purchase Card and or Fleet Card Program(s)

Transaction: Exchange between cardholder and merchant, payment for goods and/or services.

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Virtual Cards/Single Use Card: One time use account numbers.

Write-Off: A cancelled account with an unpaid balance determined to be uncollectible by the Contractor. Accounts are considered uncollectible once delinquent for one-hundred-eighty (180) days after billing cycle close date. At the Contractor's discretion, collection action may continue on these accounts.

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FLEET CARD SERVICE REQUIREMENTS

This exhibit details Fleet Card service requirements and Contractor responses to how these requirements will be met as submitted with their bid.

1. **RESERVED** – Identifies card products available in Exhibit A.

2. **ADMINISTRATION OF ACCOUNTS**

2.1 System must allow for Program Administrator to setup new accounts online – including ordering and registering cards, establishing User ID and password.

2.2 System must allow for Program Administrator to add, edit, or remove single or multiple Product Codes (PC) or Merchant Category Codes (MCC) from multiple card accounts at once.

2.3 System must allow for Program Administrator to initiate one-time overrides per transaction.

2.4 System must allow for Program Administrator to establish roles, access, and authority levels for all user types (i.e. managers, approvers, cardholders) within the Purchasing Entity.

2.5 System must allow for Program Administrator to unlock system access, reset User ID and reset password for any User within the Purchasing Entity.

2.6 System must allow for Program Administrator to see changes made to a card profile and who made those changes.

2.7 System must allow for system to allow Program Administrator to view cancelled, deactivated and suspended cards within the Entity.

2.8 System must allow for Program Administrator to order and issue replacement cards (singular or multiple simultaneously) online.

2.9 System must allow for Program Administrators and Cardholders to access statements online.

2.10 System must allow for Program Administrators and Cardholders to mark accounts for paper or paperless statement delivery.

2.11 System must notify Program Administrators and Cardholders of statement availability.

2.12 System must allow for Program Administrator and Cardholders to check status of cards and view account information including but not limited to:

- balances
- limits
- charges
- declined transactions
- spend history
- default accounting codes
- demographics

2.13 System must allow for the Program Administrator to choose the billing cycle close date for the Purchasing Entity. The billing cycle date will be established at account implementation and will be set for the Purchasing Entities' agreement period.

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2.14 System must have the ability to roll-up billing to managing account level or bill at department level as determined by the Purchasing Entity.

2.15 System must display all transactions in US Dollars.

2.16 System must be able to restrict fuel type at the card and/or vehicle level by not allowing the wrong fuel type to be purchased and by being able to report exceptions for wrong fuel type.

2.17 System must be able to apply hard limits on quantity (gallons) of fuel dispensed.

2.18 System must be able to restrict maintenance purchases.

2.19 System must allow for Program Administrator to reset Driver PIN online and in real time.

2.20 System must have the ability for Program Administrator to set/change PIN for each driver and/or vehicle.

2.21 System must be able to provide federal fuel tax exemption prior to invoicing.

2.22 Reserved, see Exhibit D Establishing an Account.

2.23 System must allow for Program Administrator to edit User ID, role and authority level online.

WEXOnline® allows the Program Administrator, or other individuals with appropriate permission levels, to add/edit new online users, manage existing users, and manage online enrollment requests. The module also allows for a prospective user to self-enroll online and have their request route to a Program Administrator to be approved and have the appropriate level of access assigned to them by the Administrator. A prospective user is not granted any level of access until after their request has been approved by a Program Administrator and their level of access is assigned.

The administrator retains ultimate control over access and assignment of roles, authority level and privileges allowed online. The module contains prepopulated templates for roles with varying levels of permissions available online to control the access an individual may have for their given job duty. The module also allows for users to create custom roles for levels of access specific to an individual or job duty. This creates appropriate account and system access, based on user responsibilities; ultimate control over who has access to the module, what level of access, and to what accounts; and the ability to track user logins.

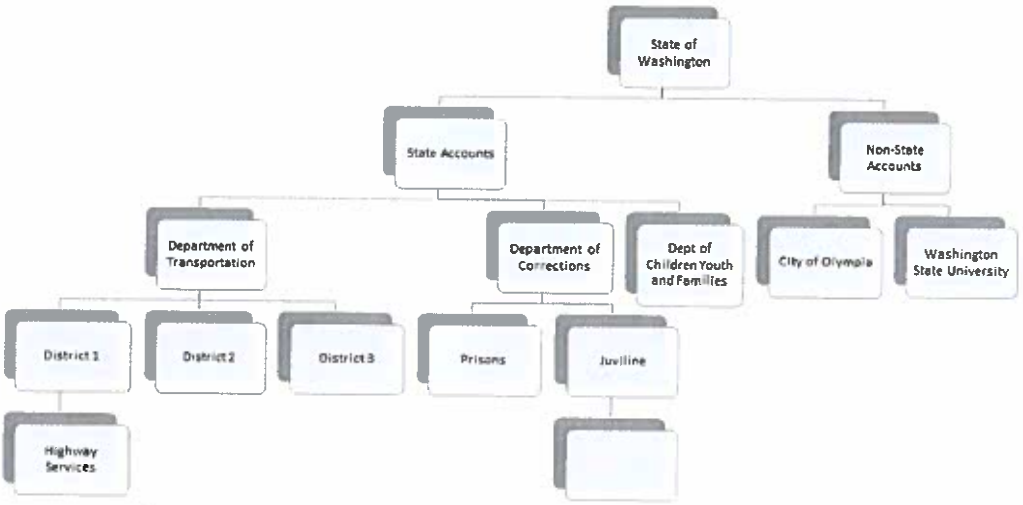
Additionally, WEXOnline® allows users to reset their passwords on their own should they need to do so. This allows for a greater level of control at the user level and helps minimize the need to reach out for assistance with a reset.

2.24 System must have a minimum of seven (7) program hierarchies.

WEX's system allows for robust account structures and reporting functionality. WEXOnline® supports nine (9) levels of hierarchy, providing a high level of detail and flexibility. The levels of hierarchy are customizable to the set-up of an individual entity participating in the contract to meet their specific needs.

For example, the State of Washington could be set up as a level 1 (L1) account with multiple L2 accounts hanging off of the overall contractual relationship. The accounts under the L2 would then have the ability to structure the departmental breakdown unique to that agency or entity.

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- Identifying accounts:
  - Accounts can be identified in multiple ways in WEXOnline®. WEX offers custom reporting, account search functionality, and visual hierarchy layouts that are collapsible for finding and identifying accounts. Reporting can also offer account details about the account with the hierarchy regarding addresses (shipping, billing, primary and physical) total drivers and/or vehicles, total cards, default authorization profile, and primary shipping method and carrier.

- Reporting rebate earnings:
  - WEX does offer rebate reporting that provides a full breakdown of rebate for a given time period. WEX will work with states at implementation to get the appropriate rebate reporting set-up to cover their needs.

- Reporting transaction data:
  - All WEX transaction data is available within WEXOnline® to view and is reportable through the system. Additionally, WEX offers custom files and file interfaces to provide transactional data to customers. Below are several templated examples of how transactional data as well as authorization data can be accessed in WEXOnline®.
    - Custom Report/ Authorization Activity – This template helps users build a custom report with a direct view of authorization activity, including declines transactions.
    - Custom Report/ Transaction Management – This template permits users to generate a transactional-level report, whereby a user may analyze usage at certain merchants, or within certain timeframes, or exceeding specified dollar amounts and more.

2.25 System must allow for a Statewide Program Administrator account with access to view and pull reports for all transactions made by Purchasing Entities within the Participating State under this Master Agreement.

WEXOnline® allows for a Statewide Program Administrator with access to view and pull reports for all transactions made by Purchasing Entities within the Participating State under this Master Agreement. This would be accomplished by providing the administrator with an access role rooted at the top of the hierarchy. This can be accomplished through either the templated roles available within the module or creating a custom role should it be required.

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2.26 System must allow for Program Administrator to simultaneously activate, deactivate, suspend, and terminate cards online.

WEXOnline® allows the Program Administrator to update cardholder and vehicle information online, including simultaneously activating, deactivating suspending or terminating cards. This is accomplished by providing the administrator with edit access to vehicle/cards and driver information. The administrator can select multiple cards and then choose to activate, deactivate, suspend or terminate these cards simultaneously. Additionally, through the account support provided by WEX, an agency can also send large amounts of data to the WEX Premium Fleet Services Account Manager to handle for them on their behalf. For example, if a State's motor pool had a large amount of new vehicles incoming or old vehicles being sold, the agency's fleet manager could send a spreadsheet of the information to WEX to activate, deactivate, suspend or terminate cards on the State's behalf. This often helps save time, energy and resources in a given agency.

2.27 System must allow for Program Administrator to update all cardholder information online, unless barred by Federal Regulation.

WEXOnline® allows the Program Administrator to update all cardholder and vehicle information online. This is accomplished by providing the administrator with edit access to cardholder/driver information. Additionally, through the account support provided by WEX, an agency can also send large amounts of data to the WEX Premium Fleets Services (PFS) Account Manager to handle for them on their behalf. For example, if a State agency had a large amount of seasonal workers coming on again to work, the agency's fleet manager could send a spreadsheet of the information to WEX to activate, deactivate, suspend or terminate drivers/card holders on the State's behalf. This often can help save time, energy and resources in a given agency. WEX Fuel cards are not individual liability cards, so WEX is not aware of any Federal Regulations preventing the editing of cardholder information online.

2.28 Throughout the life of the Master Agreement and associated Participating Addendums, Purchasing Entities may have reason(s) to cancel a card (or a group of cards).

Cards or groups of cards can easily be canceled within the WEXOnline® module. Cards can be found under the Fleet Manager tab, administrator can search to find the card or group of cards an authorized user may want to cancel. Once a card has been reported lost, stolen, canceled, suspended or otherwise inactive, it is immediately invalidated in the WEX system. As stated above, this can be accomplished in WEXOnline® or by contacting the fleets Premium Fleet Services Account Manager or by calling WEX's 24/7 customer service. After cancellation, all electronic authorizations associated with the card are declined at the time a purchase is attempted. Additionally, once WEX receives proper notification, the fleet is relieved from liability for any subsequent charges.

2.29 When a card (or group of cards) is closed, a credit may be due to the card based on an overpayment, transaction credit, or something similar.

WEX's receivables department reviews all credits on termed accounts and cards 90 days after termination. If the credit qualifies for a refund, WEX will process that transaction and send a check for closed accounts or post a credit to an account, if it is a cancelled card within an active account.

The timeline for a credit to post to an account can vary. This is due to the nature of the credit. For example, in some cases a WEX representative may be able to confirm immediately that a credit is owed. In other cases WEX may need to do additional research or contact a merchant to

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verify additional information. WEX always works to resolve any owed credits as quickly as possible. Once the credit is confirmed to be owed to the customer, it is posted to the account and it will be reflected as a credit on the next invoice in the billing cycle. Should the customer require payment for the credit, WEX will process the credit for payment which typically takes 3-5 business days.

2.30 Foreign Transaction Fee

For US-based WEX card programs, the WEX system recognizes an assigned originating site ID and/or country code, provided to WEX by the merchant, for the corresponding country of origin of a transaction.

For example, if an agency transacted in Canada, WEX would receive the transactional data that would include a site ID, country code or similar identifying code, provided to WEX by the merchant, for the site. The WEX system would then compare that transaction's location against the merchant location's country of origin, in this case being Canada.

The check in the WEX system is also tied to the currency. For US-based WEX card programs, the currency is based in US Dollars. If a transaction comes through in Canadian Dollars, the WEX system would flag that transaction and assess the associated Foreign Transaction Fee.

Foreign Transaction Fees are denoted in WEX reporting to reflect the appropriate amount invoiced to a customer, versus what may show on a customer's point of sale receipt from a merchant.

2.31 System must be able to route transactions through approval/workflow path as established by the Program Administrator.

WEXOnline® provides the ability to route transactions through an approval workflow path. The user roles required for this functionality and the process flow is outlined below.

An eligible approver is a User within a hierarchy who

- has the Approve Transactions permission
- has opted in to receive approval emails
- is an active online user
- a Fleet Manager/Program Administrator. A Fleet Manager will have all of the Manage Transactions features and functionality including the Approve Transactions permission
- or, have a Custom Role that includes the Approve Transactions permission only.

For those responsible for *reviewing* transactions:

These users will have Manage Transactions without the Approve Transactions permission. They:

- can filter transactions
- can view transactions
- can change transaction status as follows:
  - None → Follow Up
  - None → Reviewed
  - Follow Up → None
  - Follow Up→ Reviewed
  - Reviewed → None
  - Reviewed → Follow Up
  - will have all other existing manage transaction functionality (including upload receipt,

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reallocate, notes, view history)
- If there is an eligible approver at and/or above the reviewing user in the hierarchy, the user can see the "Email Approval Request" button and send an email to those Approvers.

For those responsible for approving transactions:

These users will have a Custom Role with the Approve Transactions permission that allows them to:

- filter transactions
- view transactions
- change transaction status as follows:
  - reviewed → approved
  - reviewed → follow up
  - approved → reviewed
- receive and read approval emails sent from a User at and/or below their level in the hierarchy as long as long as the user has opted in to receive Approval Emails

Or, they can be assigned a Fleet Manager/Program Administrator role so they:

- can do everything available in the Manage Transactions
- Fleet Manager/Program Administrators also have the ability to change permissioning or access to allow for substitution scenarios when the approver role maybe out on vacation or leave allowing another user who is either new or would have a lesser role normal to step in an approve transactions in the Fleet Manager/Program Administrators absence.

2.32 System must allow for Program Administrator to add, edit, or remove security features (temporarily or permanently) in real time at the card account level including, but not limited to:

- dollar per transaction limit
- maximum daily/weekly/monthly spend
- transactions per day/week/month limit
- pay at pump only
- tank capacity limit
- type of fuel, by individual vehicle
- authorized State or Province
- Product Code (PC) blocks

The WEX system and the Fleet Manager module of WEXOnline® allows the fleet manager to add, edit, suspend, reactivate, and terminate cards and drivers, to add and manage card controls, and to view and download invoice details, card by card or simultaneously among a grouping of cards. The Program Administrator has all the capabilities requested above, the ability to do so in real-time and simultaneously to multiple cards. Pay-at-pump ONLY functionality is systematically supported by WEX but cannot be done online. This is supported by the WEX Customer Service team on request or during account set-up at the time of implementation. Product code blocks are achieved by our product-type controls in the authorization profile card is assigned. These can be changed, created and applied in real-time and simultaneously to multiple cards.

Users can also:

- Assign card to driver, vehicle or location
- Transfer cards from one account to another
- Group cards into authorization profiles to enforce purchasing policies

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- Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes (initially added during implementation phase)
- Edit account information

WEXOnline® is structured to provide the ultimate flexibility to meet unique account program needs. The Administration module of WEXOnline® allows the fleet manager to create custom roles that can be assigned to online users to limit or broaden access into the system. The fleet manager can create custom roles which provide users with access to different sections – like the driver section. This setup allows them to focus on their defined tasks without giving broader permissions that could be abused.

Authorization profiles are the purchasing control parameters, or limits, that fleet managers assign to cards. This allows for easy management of the program to ensure purchasing policies are enforced each time a card is used.

WEX offers the flexibility for the fleet manager to name the authorization profiles via numeric or alphabetic naming scheme. For example, one group of profiles could be named "sedan," and the profile could be applied to that group of vehicles. Or, the profile could be called "delivery driver," and be set up for that type of employee. The fleet manager can assign as few or as many profiles as necessary

Fleet managers can add new profiles, view existing profiles, view cards assigned to each profile, clone, edit or modify the values, change the status of the profile, set account defaults, and reassign cards to other profiles.

Authorization control profiles allow the fleet manager to edit a profile and have that change impact all cards associated with that profile. There is no limit to the number of cards that can be assigned to a certain profile and this functionality eliminates the need to manually edit each driver or vehicle record when a policy changes.

Benefits include centralized account management; efficient administration of cards, driver, vehicles and authorization controls; and quick link navigation to all management features and functions.

2.33 System must allow for Program Administrator to assign card (with an identifying PIN or VIN number) to a driver, vehicle, department, etc. as determined by the Program Administrator.

A WEX card can be assigned to a vehicle/asset, driver, or organizational unit (or cost center) in the fleet, enabling the card to capture and track all purchase activity. This flexibility allows a Fleet Manager/Program Administrator to assign a card (with an identifying PIN (Driver/Vehicle ID) or VIN number) to a driver, vehicle, department or any other entity, asset or individual needing a card as determined by the Program administrator. When the card is swiped at the point-of-sale device, the driver is prompted to enter a Driver ID (DID), or PIN as referenced in the requirement, and the odometer reading of the vehicle in order to receive authorization for the ensuing transaction.

Each DID can be assigned to one, many, or all cards on the WEX account and can be generated by WEX at random, or assigned by the fleet customer. This 4- or 6-digit DID can be assigned to a driver, vehicle/asset, or organizational unit on the WEX account (based on the type of card preferred to use). For example, if Purchasing Entity decides to assign the card to the driver, the driver would typically enter a DID associated with the vehicle. If Purchasing Entity prefers to assign the card to a vehicle, typically the DID is associated with the driver.

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The DID, combined with the card and account validation rules, is queried against the WEX database for verification and transaction authorization. If valid, the transaction is authorized. The WEX card cannot be electronically activated without entering a valid DID, making the card useless to someone who has found or stolen it and does not know the DID. The authorization process acts as a security measure, and provides a layer of protection against fraudulent activity.

2.34 System must allow for Program Administrator to create an approval path of setting specific card limits higher than Entity established limits.

2.35 System must allow for Program Administrator and/or Cardholder to mark transactions sent to accounting for payment.

2.36 System must be able to send notifications of pending approval(s) based on established approval path.

2.37 System must allow for Program Administrator to lock transaction accounting code data from editing.

2.38 If capable, system must allow for Program Administrator to create templates for card/account set up (i.e. same billing address, TIN, workflow, etc.).

The WEX system allows for templates with different functions within the site as well as the ability to utilize "clone" functionality, which acts in the same manner as a template. Cloning functionality exists for card and authorization profile information to leverage like information (address, cost center, TIN, org/department, user defined fields, etc.) associated between card or driver types.

- Templated default limits for authorization profile & set-up
- Clone function

The WEX team lead by an assigned Strategic Relationship Manager and Premium Fleet Services Account Manager will work to set-up and establish these with customer during the initial implementation. For needs that arose after implementation the Premium Fleet Services Account Manager will be able to assist in setting up these functions.

2.39 If capable, system must allow for Users, with multiple roles within a program, (i.e., Cardholder & Program Administrator) to opt to have one login to be able to access all aspects of their accounts (dual role). If yes, provide details on how that functionality works/is implemented.

The flexibility of the WEXOnline® module allows for each user's User ID to have one assigned role. However, this requirement can be met by creating a Custom Role with all necessary levels of permissions to support scenarios where a user maybe both a cardholder and Program Administrator or have other roles and responsibilities with a given agency. Another example is when the user is a cardholder who also carries financial responsibilities and also need to access the system for pulling invoices and reporting, and making payments. The module allows for this user's access to be customized to the specifications specific to their job function.

3. DATA COLLECTION AND MANAGEMENT

3.1 System must capture and display transaction data at the following minimum levels:

- Cardholder
- Approving official
- Entity office or unit
- Account/billing (available at different levels)

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- Entity Program Administrator or alternates (available at different levels)
- Participating State (all state entity transactional data, statewide administrative level and compliance review group)

3.2 System must have the ability to view transaction authorization/declines in real time.

3.3 System must post transactions within twenty-four (24) to forty-eight (48) hours of receipt from merchant.

3.4 System must have the ability to capture and display Level 1, Level 2, and Level 3 transaction data as made available from the merchant.

3.5 System must allow for Users to add notes, comments, and additional descriptions to a transaction in a separate field. This field must:

- Allow for alpha, numeric, and special characters.
- Be searchable
- Be reportable
- Be accessible to all hierarchies within the system

3.6 System must be able to capture and display merchant Tax Identification Number (TIN) or similar unique identifier.

3.7 System must allow for user to input a minimum of 150 character of Entity defined accounting code structure/segments at the transaction level.

3.8 System must allow for the Purchasing Entity to set requirements for accounting code segments (i.e. mandatory, non-mandatory, etc.)

3.9 System must allow for Purchasing Entity to define, edit, maintain, and upload valid value tables for each accounting code segment.

3.10 System must actively validate accounting segment data against valid value table data as determined by the Purchasing Entity.

3.11 System must allow for Program Administrator to assign, edit, and delete "default" accounting codes for all program hierarchies within the Purchasing Entity.

3.12 System must allow for User to save and edit frequently used accounting codes.

3.13 System must allow for a minimum of 99 accounting code splits per transaction.

3.14 System must allow for User to manually enter tax detail at the transaction level.

3.15 System must allow Program Administrator to download the entire Fleet Card number for use in other systems.

3.16 Participating States and Purchasing Entities have a need to access past transaction detail data in real time for a minimum of thirty-six (36) months throughout the life of the Master Agreement and Participating Addendum.

WEX's system maintains past transactional data for a period of seven years (84 months). In the WEXOnline® module, files are retained for a period of 24 months. WEX's Premium Fleet Services Account manager can fulfill requests from NASPO participating entities for transaction details going back to 84 months.

In addition, WEX Fleet ClearView™ data analytics module has no cap on accessible data, so users of WEX Fleet ClearView™ Essentials and Snap modules, offered as part of WEX's core product

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offering at no extra cost, are able to access past transaction data for a minimum of 36 months throughout the life of the Master Agreement, as required.

3.17 Templates/defaults

At the time of account set-up and during implementation, WEX can establish user-defined fields with a State or Agency. User-defined fields can be used for any information or data the State or Agency may wish to capture. For example, as it relates to accounting information, a user defined field can be created for a particular GL Codes or set of GL codes and made a mandatory field as part of the card set-up template a user will have to complete in order to place a card order. This ensures the data will be assigned to it can be reported against. These fields can also be added, removed or edited after the account set-up as well given the user has the appropriate permissions to do so.

3.18 System must allow for user to upload and attach supporting documentation to the transaction in the following formats (at a minimum): pdf, jpg, png.

WEXOnline® Receipt Upload feature supports the uploading of supporting documentation to a transaction in the following file formats: .png, .jpg, .gif, and .pdf. Additionally, WEX has the ability to add support for more file types for upload should an agency require it. WEX will work with agencies should there be a file format they may need.

3.19 Contractor will be required to work directly with Participating State to develop effective strategies to address product code errors with merchants.

WEX routinely works with merchants, the processing networks, and point-of-sale providers to ensure product code accuracy and address issues. Once WEX becomes aware that there is an issue with a merchant(s), we work with all parties involved to identify the root cause and remediate it. For customers whose tax exemptions may be negatively impacted by a product code error, if WEX is able to definitively validate the product that was actually purchased, WEX will perform a transaction correction to ensure that either the exemption or reported taxes are accurate.

WEX also employs other tools, like WEX Fleet ClearView™, to assist both our Merchant Services Team, this team is responsible for working with merchants, networks and point of sales providers to remediate issues like product coding errors, and our customers to actively catch errors in merchant data, like bad product codes.

WEX Fleet ClearView™ is a dynamic a suite of powerful, cloud-based analytics solutions that automatically organizes, interprets, and intuitively displays fleet-related information. Critical data is presented in an intentional layout of simple and informative visualizations, helping fleet managers monitor operations, uncover card misuse and potential driver theft, understand trends, benchmark performance, investigate anomalies, and recognize cost-saving opportunities.

WEX offers the ClearView™ Essentials and ClearView™ Snap modules as part of our core product offering with extra no charge. Included in the ClearView™ Essentials module is a live product code cleansing algorithm fleets can utilize to proactively catch and see corrected product types.

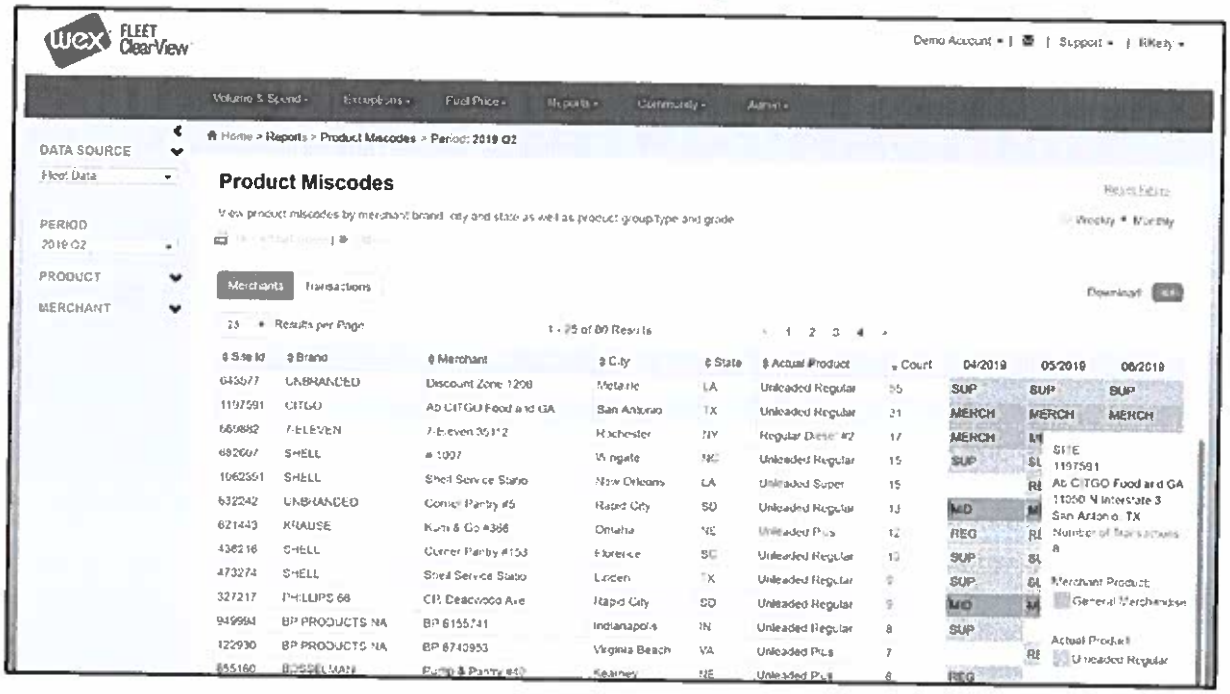
Product Code Cleansing: The data scientists on the ClearView™ Team solved a long-standing, industry-wide issue by designing and developing a proprietary machine learning algorithm, which automatically detects and corrects inaccurate product codes transmitted by fuel merchants. The algorithm can make the following determinations with a 0.3% error rate:

- Categorize transactions by Product Group: fuel and non-fuel

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- Categorize fuel transactions by Product Type: gasoline and diesel
- Categorize gasoline transactions by Product Grade: regular, mid-grade, premium

Corrected values are used in ClearView™ analysis, calculations, and exceptions reporting. Purchasing Entity can trust their product-related data displayed in ClearView™ and use it to make informed and confident decisions. This corrected information is aggregated in the Reports Module and displayed in ClearView™ transaction tables. ClearView™ displays both the type, grade and product level information provided by the merchant and the corrected values enabled by the algorithm. This information can be downloaded into Excel.



For information about how WEX handles disputed transactions, see 16.1.

3.20 Controls and Non-Vehicle Spending

The WEX Fleet card was developed to provide control and transparency. The card allows for fuel spending, non-vehicle spending at accepting locations within WEX's closed-loop network, and non-fuel vehicle spending -- along with the ability to discern between those various types of purchases -- to allow ONLY purchases that comply with an agency's policy or those that have been approved by a reviewer with permission to grant that level of approval.

One of the most significant advantages the WEX proprietary closed-loop card offers over an open-loop solution is our custom-built network that operates on product codes and not Merchant Category Codes (sometimes referred to as MCC codes). The WEX Fleet card can only be used at fuel and maintenance locations that accept the WEX card. This is the first line of defense against unauthorized or fraudulent spending, either of which could more easily occur with an open-loop credit card that can be used at any type of retailer.

WEX can ensure that all vendors accepting our cards comply with the same requirements and that data capture is tailored specifically to meet fleet customer needs.

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WEX Fleet Cards and open-loop credit cards both offer fleet managers the ability to track and set controls on fuel spend. However, the WEX closed-loop solution provides more in-depth transaction data, greater flexibility and security, and tighter controls than open-loop credit cards.

Greater Access to Level III Data: All WEX-accepting merchants are required to be capable of transmitting Level III data, and that level of data is transmitted on 99.8% of transactions. When a driver swipes the card, the point-of-sale device prompts him or her to enter the Authorization Prompt ID and odometer reading. Level III line-item detail allows fleet managers to better track expenditures and facilitates cost analyses, vehicle life-cycle analyses, and overall fleet management.

For example, entering the correct odometer reading helps provide valuable vehicle information such as cost per mile, miles per gallon, vehicle operating costs, and intelligence for preventive maintenance schedules and vehicle replacements. It can also help streamline administrative operations, reducing the time and resources devoted to accounting.

Additionally, the WEX proprietary closed-loop network removes the need for fleets to have to perform site lockouts for merchants that do not transmit Level III Data on open-loop networks. Site lockouts can significantly reduce the number of accepting locations of an open-loop network card. This can be highly problematic for drivers utilizing open-loop solutions as they may pull up to a station that will decline their card due to merchant not being able to transmit Level III Data on an open loop solutions. This is not an issue for WEX's proprietary closed-loop network.

The WEX closed-loop proprietary network has an added advantage for government fleets eligible fuel tax exemptions. The IRS requires Level III Data to be included in that transaction data in order for a Credit Card Issuer to invoice a fleet net of the eligible taxes. These are typically Federal Excise Taxes for unleaded and diesel fuel and can have a significant impact to the bottom line for a fleet if they are not exempted up front by the fuel card provider. Transactions on an open-loop network where Level III Data is not present are not eligible for tax exemptions by the fuel card issuer.

Greater Security: The cardholder is required to enter an Authorization Prompt ID for each transaction. This helps prevent the card's use in case of loss or theft. Authorization Prompt IDs make fleet cards more secure and help limit internal and external fraud.

The Authorization Prompt ID can be linked to a specific purchase profile in WEXOnline®, providing further security by limiting expenditures to certain types of purchases, at specific dollar levels, and during specific timeframes.

Contrast this to a typical credit card, which usually requires no additional verification.

WEX customer have the ability to choose between Fuel Only cards and Custom Control cards.

Fuel Only cards permit the purchase of fuel -- such as gasoline, diesel, or alternative fuels -- based on the coding in the card's magnetic strip. Non-fuel purchases are not permitted when non-fuel items are identified at the time of authorization. It does not prevent items such as car washes paid for at the pump as merchant devices do not send this authorization request to us.

Custom Control cards permit all allowed types of purchases, based on the coding in the magnetic strip, at WEX accepting locations. This includes fuel, maintenance, and other items, such as general merchandise. Fleet managers have the option to apply Product Type Controls, allowing certain product categories to be allowed or blocked. For example, "General Merchandise" could

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be deselected, allowing only Fuel and Parts/Service-related purchases. Custom Control Cards and Product Type Controls provide control over *what* drivers buy, not just *where* they buy it.

WEX accounts may be comprised of all Fuel Only cards, all Custom Control cards, or a mix of the two. This enables fleet managers to issue the appropriate card type based on a variety of purchasing needs.

Purchasing Controls: WEX developed its own closed-loop acceptance network among merchants and can control transactions at the merchant-type level. The WEX card is accepted at approximately 135,000 fuel and maintenance locations across the US.

Most generic credit cards can control the type of merchant. However, WEX goes a level deeper and is able to control the product type being purchased.

Product Type Controls: Product Type Controls are groupings of like products separated by type such as services, fuels, oil and fluids, food, etc. These controls enable or disable access to specific product categories, within WEX's closed-loop network of fuel and service merchants. WEX uses Level III data to allow customized card controls that allow use only at certain times and/or on specific product types.

Product Type Controls
Fuel (always on)
Parts & Service
Quick Lube
Oil & Fluids
Roadside Assistance
General Merchandise

Fleet managers can then set spending limits at the transaction level: dollar limits, fuel quantity limits, and timeframe of purchase.

Product Type Controls enable the fleet manager to limit transactions within WEX's pre-determined network of fuel and service vendors. For example, the fleet can allow drivers to purchase fluids, like washer fluid or oil, and disallow general merchandise, like snacks and soft drinks. A typical credit card would be open to all gas stations, and any merchandise that is available in this retail channel. For example, a driver could purchase electronics or snack food. This opens up the business to unauthorized expenses and program abuse.

Transaction Level Limits
Dollar Limits (Limit to specific daily and weekly amounts)
Fuel Quantity (Limit the amount of fuel purchased in a day)
Timeframe of Purchase (Limit to certain days, weeks, or hours of the day)

Purchase Controls: WEX Purchase Controls allow fleet managers to control the amount and frequency of purchases at the card level. Defining limits helps a fleet manager detect and prevent unauthorized transactions, potentially saving Purchasing Entity money by limiting unauthorized purchases. Fleet managers can use these tools to establish daily, weekly, twice monthly, or monthly limits for fuel and service expenditures. If a transaction is outside of the set limit, it is logged and recorded at the point of sale or, in the case of hard controls, declined at the point of sale.

Purchase Control Tools *	Level
Per transaction dollar limit	Card
Per period dollar limits (daily, weekly, twice monthly, monthly)	Card
Per period # of transactions (daily, weekly, twice monthly, monthly)	Card

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Total Fuel per period (daily, weekly, twice monthly, monthly)	Card
Total Non-Fuel per period (daily, weekly, twice monthly, monthly)	Card
Total Gallons per period (daily, weekly, twice monthly, monthly)	Card
Time of day (subject to server location's time zone)	Card
Day of week (subject to server location's time zone)	Card

**Enforcement of some limits depends upon adoption of specification and merchant participation.*

3.21 Account Maintenance Services

The WEX system works off product codes that discern between what is being purchased. This includes maintenance services. If the WEX Product Type controls allow for maintenance services to be purchased in the card's assigned profile, then the corresponding product/service being purchased will be reported as any other transaction would. The controls in place are stated in 3.20 and maintenance services can be opted out of entirely as well should those types of purchase be not allowed. All of these controls can be accessed through the WEXOnline® module.

Additionally, WEX also offers a tool we call WEXPay™ to provide drivers a mechanism that enables out-of-network purchases at an additional 398,000 merchants in the MasterCard® network. Typically used for independent or geographically remote fuel and service sites, WEXPay™ utilizes a virtual card interface to provide the control of a fleet card with the convenience of a credit card. This out-of-network tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.

Using WEX*Pay*™ in conjunction with a Custom Control fleet card lets Purchasing Entity set the rules for their drivers. Custom Control cards allow Purchasing Entity to set merchant, transaction, and even product type limits. WEX applies those limits to both WEX Fleet Card and WEX*Pay*™ MasterCard transactions. Expanded coverage combined with integrated reporting and invoicing will further streamline Purchasing Entity's fleet purchasing and operations.

How It Works

As a MasterCard issuing bank, WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by phone is fast and secure — good only for that one purchase.

When the merchant calls for authorization, WEX applies Purchasing Entity's purchase controls and collect the same level of purchase detail, including Prompt ID and odometer. WEX integrates the purchase details into Purchasing Entity's WEX Fleet Card invoice and reports. One card, one invoice, one report with the same controls and service our customers expect from WEX.

As an additional option for fleets that operate a call center type operation for maintenance approvals, WEX offers Purchase Log to facilitate payments to merchants that accept MasterCard®.

Lastly, WEX does offer an ancillary product that is separate from our fuel card offering that and completely optional for use that we call Purchase Log. Purchase Log is a web-based interface that allows fleet-designated staff to securely log in to WEX's MasterCard® settlement website and enter pertinent Level III data associated with a transaction (or invoice). This can include up to six entry fields for the fleet-specific data such as billing codes. Once the transaction information and

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payment amount is entered, a virtual card/single use ghost account with expiration dates and CVC2 values is presented. The fleet provides this to the merchant for payment. The Purchase Log product typically works well for fleets that operate a call center or central garage locations where an authorized fleet or service manager is working directly with service merchant locations who is servicing an asset of theirs. Purchase Log helps facilitate safe, secure, quick and easy payment. Additionally, it allows for maximum data capture to feed fleet management systems and removes the need for having to invoice on account, issue checks or other forms of payment.

Using the MasterCard® payment network, Purchasing Entity's see all requests and approve all transactions before they take place. Purchasing Entities can give their managers different levels of approval, while maintaining control over larger purchases.

Purchase Log uses Single Use Virtual Accounts to make secure payments to vendors. It is a safe and secure method of paying vendors that lowers the possibility of misuse or fraud, and significantly reduces paperwork.

Purchase Log transactions appear on their own invoice and report since the program is separate from WEX Fleet Card account. Reports can often be formatted to be imported into most customer accounting programs.

**Purchase Log purchases are subject to the MasterCard transaction processing rules and terms of use, including tax exemption rules and would be a separate account set-up.*

3.22 Level 3 Data

When a driver swipes the card, the point-of-sale device prompts him or her to enter the Authorization Prompt ID (required) and odometer reading. Level III data line-item detail allows fleet managers to better track expenditures and facilitates cost analyses, vehicle life-cycle analyses, and overall fleet management. The Authorization Prompt ID is flexible to allow for the input of driver ID information for cards assigned to vehicles or department or the input of asset/vehicle ID information for cards assigned to a person or department, yet this Prompt ID is required for authorization.

For example, entering the correct odometer reading helps provide valuable vehicle information such as cost per mile, miles per gallon, vehicle operating costs, and intelligence for preventive maintenance schedules and vehicle replacements. It can also help streamline administrative operations, reducing the time and resources devoted to accounting.

Requiring the cardholder to enter an Authorization Prompt ID, typically referred to as a Driver/Asset ID or PIN, for each transaction helps prevent the card's use in case of loss or theft. Authorization Prompt IDs make fleet cards more secure and help limit internal and external fraud.

The Authorization Prompt ID can be linked to a specific purchase profile in WEXOnline®, providing further security by limiting expenditures to certain types of purchases, at specific dollar levels, and during specific timeframes.

Contrast this to a typical credit card, which usually requires no additional verification. Additionally, if a merchant is not set-up to pass Level III Data on an open-loop network most times this additional prompting is non-existent.

WEX also offers flexible prompting at merchants who have adopted and coded to our most recent point of sale specification. This flexible or 3rd prompting allows fleets the option to ask for an additional field of data that is prompted at the pump. For example, this could be for a job number,

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cost center, department code or any other piece of data a fleet may want to capture. This is an optional feature that can be opted in or out of.

3.23 If capable, System will provide accurate Merchant latitude and longitude. WEX complies with this requirement.

3.24 Participating States and Purchasing Entities have the need to capture their state's specific merchant diversity information (i.e. small business, minority owned, etc.) including Federal Diversity information.

WEX has all of the source data behind our merchant diversity information and standard reporting. Should a Participating State or Purchasing Entity have a need to capture information specific to their state, WEX can provide this information on a state-by-state basis by building and delivering a custom report based on the individual state's specifications.

3.25 Ability for Contractor to initiate/create one-time overrides after hours with follow-up notification to Program Administrator.

The WEX Customer Service Department is open 24 hours a day, 365 days a year (366 days in leap years), the WEX Customer Service Department are WEX Employees hired by WEX, US based, fleet-trained in-house through a WEX training program, located in several call centers across multiple states and time zones and are always available to handle the needs of the fleet by calling the toll-free number 800-492-0669.

WEX has a No Driver Stranded (NDS) policy and will work with States and Agencies to tailor that policy at the time of account set-up to ensure it complies with that given fleets needs and own policies. This policy will be put into the WEX account notes available to our customer service representatives for account so that representative can follow the stated policy to assist a driver in need, help safeguard against possible misuse and appropriately notify a fleet when an occurrence may happen. NDS policy can include scenarios such as:

- Emergency and/or Extenuating Situations
- Out of Network
- Specific Agencies: State Police/Patrol, DOT, etc.
- Exceeding Authorization Controls
- Lost/Stolen Card
- Terminated Card
- Card Suspended for Fraud
- Card Suspended
- Driver is unsure of Vehicle ID but it is active
- Driver is unsure of Vehicle ID and it is not active
- Vehicle ID is terminated

In addition to the WEX NDS policy, WEX also offers a virtual card option to facilitate out of network payments called WEXPay™. WEXPay™ can also be used to facilitate a No Driver Stranded program. WEX*Pay*™ is a tool that enables out-of-network purchases at an additional 398,000 merchants in the MasterCard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEX*Pay*™ provides the control of a fleet card with the convenience of a credit card. This out-of-network tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.

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Using WEX*Pay*™ in conjunction with a Custom Control fleet card lets Purchasing Entity set the rules for drivers. Custom Control cards allows the ability to set merchant, transaction, and even product type limits. WEX applies those limits to both WEX Fleet Card and WEX*Pay*™ MasterCard transactions. Expanded coverage combined with integrated reporting and invoicing will further streamline Purchasing Entity's fleet purchasing and operations.

The merchant would call the number on the back of the WEX Fleet Card, and the merchant will be routed MasterCard for a virtual payment. Use of WEX*Pay*™ is subject to MasterCard terms & conditions and enrollment at the time of account set-up.

3.26 Roadside Assistance.

WEX Emergency Roadside is an existing WEX service delivered through partnership with National Automobile Club (NAC), one of the premier service motor clubs in the United States. Their mission since they were founded in 1924 has been to render Emergency Road Service promptly, courteously, safely and efficiently. WEX Emergency Roadside is available to all WEX Fleet Card users, and it's free until it is used. Users must "opt in" using settings in their online profile. Service is available for any class of vehicle, including Class 7 and 8 vehicles.

Services include winching, fluid delivery, lockout services, towing, tire change, jumpstart and more. Benefits include no out-of-pocket expense for drivers, 24/7/365 service with toll-free call or by placing a digital service request, preferred rates and ease of pay through the WEX Fleet Card, coverage across the United States, Canada and Puerto Rico, with service right from the driver's seat using available mobile app access. Drivers can also call WEX customer service connected to NAC or call NAC directly. All they will need is their WEX card.

NAC will advise the driver of the quoted response time and an estimated amount for the needed service from the vendor they identify who is able to assist with their breakdown need. These times can vary, depending on the type of service needs and other circumstances like weather or emergency events.

3.27 Many states require Fleet Card services in rural areas and marinas where separate/proprietary network are not always available.

WEX offers tool called WEX*Pay*™ to address out-of-network instances where a driver maybe in a rural area and the merchant is not set-up to accept our proprietary WEX Fleet card. WEX*Pay*™ is a tool that enables out-of-network purchases at an additional 398,000 merchants in the MasterCard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEX*Pay*™ provides the control of a fleet card with the convenience of a credit card. This out-of-network tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.

Using WEX*Pay*™ in conjunction with a Custom Control fleet card lets Purchasing Entity set the rules for drivers. Custom Control cards allow Purchasing Entity to set merchant, transaction, and even product type limits. We apply those limits to both WEX Fleet Card and WEX*Pay*™ MasterCard transactions. Expanded coverage combined with integrated reporting and invoicing will further streamline fleet purchasing and operations.

How It Works

As a MasterCard issuing bank, WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by phone is fast and secure — good only for that one purchase.

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When the merchant calls for authorization, WEX applies Purchasing Entity purchase controls and collects the same level of purchase detail, including Prompt ID and odometer. WEX integrates the purchase details into Purchasing Entity's WEX Fleet Card invoice and reports. One card, one invoice, one report with the same controls and service our customers expect from WEX.

WEX is always increasing its acceptance coverage for fuel, marina and service locations. Because we currently have acceptance at more than 95% of all U.S. fuel sites, our merchant acquisition strategy is driven by the needs of our fleet customers that require service in remote areas or acceptance outside of domestic coverage.

If a customer needs specific merchants added to the WEX accepting network, we will request the following information from the fleet:

- Merchant name
- Merchant address
- Merchant contact person
- Phone and fax numbers
- Expected utilization/volume from Purchasing Entity's fleet
- Name and phone number of fleet employee requesting WEX card acceptance

WEX will work with all interested parties in an attempt to gain acceptance at the location. This includes either direct agreements or acceptance through our partnerships with network sales organizations and acquirers.

** Purchases are subject to the MasterCard transaction processing rules and terms of use, including tax*

3.28 Non-proprietary Network

When the merchant calls for authorization, WEX applies purchase controls and collects the same level of purchase detail and Level III Data including Prompt ID and odometer. WEX integrates the purchase details into Purchasing Entity's WEX Fleet Card invoice and reports alongside all other purchases made with Purchasing Entity's WEX Fleet Card. WEXPay™ transactions are denoted in reporting with MC to show they were processed using a MasterCard.

3.29 Primary vs. Non-proprietary Transactional Data

See response to 3.28.

3.30 Ability for a purchase to be executed via the standard (non-proprietary) network with Driver ID/PIN prompting.

When a driver is utilizing WEXPay™, the merchant will call into WEX customer service to receive a one-time use virtual card account number. When the merchant calls for authorization, WEX applies purchase controls and collects the same level of purchase detail, including Prompt ID and odometer from the driver that is verified by the WEX Customer Service Representative while the merchant is on the phone with them. WEX then integrates the purchase details into Purchasing Entity's WEX Fleet Card invoice and reports. One card, one invoice, one report with the same controls and service our customers expect from WEX.

3.31 Electric Vehicles

WEX has partnered with ChargePoint to provide Drivers and Fleet Managers/Program Administrators utilizing the WEX EV FleetCharge solution the ability to tie their WEX Fleet Card to an RFID tag or Mobile application. This integration allows fleets to obtain an EV charge at more than 66,000 ChargePoint locations.

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The customer logs into the ChargePoint portal to connect the WEX card to the RFID card/fob provided by ChargePoint. The data needed to link a WEX account in the ChargePoint online system will be the WEX account number found on the card (13 digits), the WEX card number found on the card (5 digits) and the expiration date found on the card (MM/YY). WEX will facilitate all needed payments to ChargePoint and integrate the available data with all other available transaction data through WEX. All verification comes through ChargePoint and the associated data with transaction is reported through WEX as we receive it from ChargePoint.

WEX is also varying stages of talks with other charging providers to bring on additional acceptance. Future integrations will include mobile and other applications to allow for additional prompting and authorizations. Should there be particular vendors/charging providers States or Agency identify as wanting to have card acceptance with, WEX will work with those various providers to establish acceptance wherever possible.

3.32 Electric Vehicle Charging Stations

ChargePoint controls authorization for its charging stations. They send WEX a daily sales file containing all transactions made on a WEX Fleet Card and transactional data they have available for reporting. Transactions typically post to the customer's account within 48 hours. Customers will not see these transactions in the authorization details in WEXOnline for ChargePoint transactions, but all the details of the transaction available in the transaction detail (Excel/CSV) once the transaction has posted. The transaction will also show within the standard report set (PDF reports) WEX provides to fleet customers. Typical transactional data along with kilowatt hours and other available information is included in WEX reporting.

3.33 Parking Stations

Almost all parking station point of sale (POS) devices are not currently capable of passing along Level III data as part of a transaction. To solve for this POS hurdle, WEX is currently in the process of applying our mobile payment capabilities, via the WEX Fleet DriverDash mobile application. Using mobile technology is a way to overcome POS limitations and facilitate payments that also include the requisite data. Currently, WEX mobile payments are accepted at 25,000 US fueling locations, and WEX is in the process of talking to several national parking providers. WEX's plan is to bring acceptance for parking, with Level III data, to customers in the near future.

4. System Upgrades

4.1 Participating States/Purchasing Entities understand that as technology and regulations change, system changes will have to occur. Participating States/Purchasing Entities also assume that as a good partner, Contractor will actively and continuously improve the systems capabilities, functionality and usability including platform transition. Changes/upgrades will be made at no additional cost to the Participating States/Purchasing Entities.

When changes are made Contractor must, at a minimum, notify the Master Agreement Administrator (Lead State) and Statewide Program Administrator (Participating States), prior to changes being put in place. Master Agreement Administrator and Statewide Program Administrator must provide approval of any notification communication prior to distribution to Users.

4.2 Online Transaction Management

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WEX engages with our customers in both the public and private sector on a regular basis to collaboratively create and improve WEX products and solutions. WEX product managers seek fleet input directly from customers through WEX's relationship management team for online input and improvements among many other WEX products and system. Products like WEX Fleet ClearView™ have grown directly from customer feedback and input.

WEX holds an annual Lead User Group conference. The Fleet Lead User Group is a broad group of fleet administrators and managers representing more than 50 organizations and government agencies nationwide. This group includes WEX's largest and most demanding fleets, and is focused on providing WEX direction on near-term products and services (typically 1-3 years out). In some cases, these fleets serve as WEX "beta testers" for new initiatives, and help identify important needs that might be unmet. The group conferences annually at WEX headquarters in Maine, and teleconferences regularly. Additionally, the group responds to "rapid-fire surveys" several times per year, answering questions regarding satisfaction with WEX products and services. This forum enables WEX to stay close to its largest fleet customers and maintain a clear understanding of the requirements necessary to keep products current and competitive.

As part of our Lead User Group, WEX also employs a Fleet Advisory Board. This is a targeted group made up of a cross-section of WEX's largest fleets. Its role is to represent the fleet industry with WEX senior leadership, and to provide key input, ideas and direction to advance WEX's leadership position in the marketplace. This group meets once or twice a year, and corresponds regularly via conference calls and email. Its focus is on strategic initiatives, looking out 3-5 years or more, to support WEX's continued growth efforts.

WEX will also employ frequent surveys to our largest customers. States' fleet and purchasing managers interact with our Strategic Relationship Managers (SRM) on a regular basis. Through these interactions and account review with SRMs, they will seek feedback or currently or desired products and online enhancement to bring back to WEX's product managers.

For users of WEX Fleet ClearView™, the Community Module allows Purchasing Entity to network, collaborate, participate in discussion groups on fleet-related topics (i.e. positively impacting driver behavior or reducing fraudulent spend), pose questions, and share best practice information with fellow analytics peers.

This module features Discussion Forums on a variety of fleet-related topics where users can collaborate and share information, a news feed of recent Community activity, the ClearView University and an Events calendar, and a Resources section where content can be downloaded.

The Summary Dashboard (default or home view) contains important announcements, a news feed of recent posts from WEX Fleet ClearView™ users, and a schedule of upcoming training and events.

The Discussion Forums view contains a list of available forums. Navigate to this view by using the top navigation menu.

The Calendar view contains a list of free events and training that is open to all WEX Fleet ClearView™ users. Navigate to this view by using the top navigation menu. There are four different ways to view the events: Month, Week, Day, and Event Stream.

The Resources view contains informational assets, such as, Quick Start Guides, white papers, articles, images, and release notes. Navigate to this view by using the top navigation menu.

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4.3 System Upgrades/Changes Communication

WEX conducts routine, frequent and multichannel messaging to customers, from posting news in the WEXOnline® module's landing page, to sending emails, invoice inserts, mailers, and regular communications from the WEX Relationship Management Team in order to communicate system changes. Any major changes, either systematic or policy related, are communicated well in advance of any change being implemented and WEX typically seeks feedback from fleets to measure what, if any impacts they experience.

Online Outage Notification: Display on Home Screen

English example

Due to scheduled maintenance, online access will not be available from 11:00 pm ET Friday, November 16 to approximately 8:00 am ET, Sunday, November 18.

French example

En raison de l'entretien prévu du site Web, l'accès en ligne ne sera pas disponible à partir du vendredi 16

Novembre, de 23 h (heure de l'Est) et du dimanche 18 Novembre à 8 h (de l'Est)

4.4 Participating States/Purchasing Entities Top-Down Communication to the online transaction management system when changes are made

WEX does not engage in forced system changes without prior notice to the customer and collecting customer feedback as part of our assessment. WEX is proud of our long history of developing solutions and policies in close consultation and collaboration with our customers. We employ our Lead User Group, the advice of our Fleet Advisory Board and WEX Relationship Management Team to create and facilitate conversation and feedback around any potential changes with customers to make sure they are engaged and have a voice in any decisions that may occur. As an example, WEX was able to avoid implementing extreme policies that could have proved detrimental to our Fleet Customers with the large increase in White Plastic Fraud (card skimming) the industry has seen over the past several years. Through this collaborative process WEX was able to manage implementing manageable safeguards with our customers where possible and at the same time WEX implemented new technologies to more effectively identify and catch fraud early on after a card had been compromised.

4.5 System Changes Communication and Access to Data

Similar to our responses in requirements 4.3 and 4.4, WEX employs advanced notification for system changes. These notifications are posted in the WEXOnline® module prior to going into effect. Additionally, participating states in this agreement would each have the services of a Premium Fleet Services Account Manager and Strategic Relationship Manager assigned to their account. As such, outreach of this kind would occur at least one week prior, via phone call and/or email to the primary contact at each participating entity from this team to ensure proper notification is received and there is time for questions.

4.6 Training for System Changes

WEX provides multiple options and formats for training when system changes are made. Training can be customized as well to make sure they are relevant to at State or Agency's specific needs. The WEX Relationship Management Team will work with States and Agencies to ensure a training

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model is put in place that works to cover their needs. Examples of what is available include but are not limited to:

- advice from the Premium Fleet Account Manager and/or the Strategic Relationship Manager;
- in-Person or video conference calls;
- recorded training sessions that can be saved and shared on State or Agencies local libraries or intranet sites;
- online self-help videos
- contextual Help within the WEXOnline® and ClearView™ modules;
- "What's New" indicators/information embedded where relevant in WEXOnline® with each release; and
- contextual help tutorials and walk-throughs to support right in line with what managers are attempting to do online in WEXOnline® and ClearView™.

4.7 Participating States will not accept forced/pushed 'top-down' process changes unless required by federal law. An example of a forced/pushed 'top-down' process change would be automatic shut off of cards on weekends, block purchases on specific days of the week.

WEX does not engage in forced system changes without prior notice to the customer and collecting customer feedback as part of our assessment. WEX is proud of our long history of developing solutions and policies in close consultation and collaboration with our customers. Although we can't foresee every scenario out there, WEX does not engage in forced process changes like the automatic shutoff of cards on the weekends, blocking of purchases on specific days or other drastic measures of this kind. We employ our Lead User Group, the advice of our Fleet Advisory Board and WEX Relationship Management Team to create and facilitate conversation and feedback around any potential changes with customers to make sure they are engaged and have a voice in any decisions that may occur. As an example, WEX was able to avoid implementing any policies that proved extremely detrimental to our Fleet Customers with the large increase in White Plastic Fraud (card skimming) the industry has seen over the past several years. Through this collaborative process WEX was able to manage this process with our customer while WEX implemented new technologies to more effectively identify and catch fraud early on after a card had been compromised.

5. REPORTING

Participating States and Purchasing Entities must have the ability to generate reports including detailed transaction data. A system with robust reporting capabilities is required.

5.1 System must time-stamp authorizations and reports according to the time zone of the authorization location or report request.

5.2 System must allow Program Administrator or Cardholder to run a transaction detail report which includes all User-inputted data.

5.3 System must allow for reports to be accessible as defined by roles and access levels.

5.4 System must have the ability for reports to be available in multiple formats (e.g. PDF, text, Excel, HTML, browser).

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5.5 System must have the ability to provide program and transaction data reports at various frequencies to meet each Participating State/Purchasing Entity's requirements including but not limited to:

- Daily
- Weekly
- Monthly (billing cycle and calendar)
- Quarterly
- Annually (fiscal and calendar)

5.6 System must have the ability to extract/download data at any given time so that a report can be generated. The data can be downloaded by the following areas:

- Purchasing Entity Name
- Department/program Name
- Cardholder name (if applicable)
- Last 4 -6 digits of Credit Card number
- Merchant Name
- Merchant Spend
- Merchant transaction number
- Product Code
- Date transaction occurred
- Date transaction processed
- Charge Amount
- Transaction reference number
- City in which the transaction occurred
- State in which the transaction occurred
- Accounting string (Fund, Organization, Account, Program, Activity, etc.)

5.7 System must have the ability to provide "exception reports" including, but not limited to:

- Merchant Overrides
- Bank Overrides
- Program Administrator Overrides
- Back-to-back transactions
- Fuel type
- Over tank capacity
- Maintenance transactions
- Odometer input
- Decline report
- Miscellaneous transactions
- Split Transactions
- Duplicate Transactions

5.8 Contractor must provide quarterly rebate report no later than sixty (60) days after the end of the quarter to the Statewide Program Administrator or other representative designated by the Participating State. This report, at a minimum must include:

- Participating State
- Purchasing Entity legal name
- Purchasing Entity Type (Agency, City, etc. as defined by the Participating State)
- Gross spend for the rebate period

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- Any credits for the rebate period
- Any write-offs for the rebate period
- Net spend for the rebate period
- Net spend for each rebate type
- Incentive Share/Rebate Rate per rebate type
- Rebate amount by rebate type
- Total rebate paid to the Purchasing Entity and/or Participating State.

5.9 Contractor must be able to provide a rebate report that reflects the type of rebate applied to each transaction no later than sixty (60) days after the end of the quarter. This report, at a minimum, must include:

- Purchasing Entity legal name,
- Entity Type (Agency, City, etc. as defined by the Participating State)
- Transaction date
- Merchant name
- Merchant TIN
- Transaction amount
- Applicable rebate type
- Applicable rebate BPS
- Rebate amount earned

5.10 Participating States and Purchasing Entities may have additional transaction data and rebate reporting requirements, detailed in each Participating Addendum.

5.11 Contractor must provide an annual report to the Lead State reflecting total spend and National Annual Volume Rebate earned by Participating States for the calendar year.

5.12 System must have the ability to schedule on-demand and Ad Hoc reports.

The WEXOnline® module offers a suite of reports, both standard and Ad Hoc, to help slash the administrative time involved with managing fleet expenses and operations. These reports can be scheduled for timely delivery to users or to a Fleet Manager/Program Administrator, they can be scheduled to run daily, weekly or monthly. The suite of standard and Ad Hoc reports allows users the flexibility to access system generated reports quickly, or build a report to the specifications important to them, their job responsibilities and/or reporting requirements. Additionally, through WEX's relationship management team can work with Purchasing Entity to build customized reporting for many different kinds of specialized or specific reporting needs a State or Agency may have. WEX requires all accepting merchants to be Level III capable, a level of transaction data capture that provides the foundation for our superior reporting tools.

The major report categories we offer are:

- Management Reports
- Profile Reports
- Transaction Reports
- Exception Reports
- Benchmark Reports
- Billing Cycle Reports
- Ad Hoc Reports
- Authorization Detail Reports
- Standard Reports

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- Customizable Reports

In addition to these reports, contact Premium Fleet Services Account Manager, who has advanced query tools that satisfy complex reporting needs not covered by our standard reports, to order custom reports. WEX will be able to demonstrate this functionality in a Demo setting should the evaluation like to see what our WEXOnline® module is capable of.

5.13 Reports When Data is not available

Average turnaround times can vary depending on the type of data/report being requested and when the request is made of WEX. However, typical requests and responses usually take less than 24 business hours and are answered the same business day. The WEX Relationship Management team will work with Purchasing Entity on the initial request to ensure we are aware of any timelines, restraints or deadlines that the requesting State or Agency faces. Furthermore, whenever possible we communicate how long we anticipate a specific request to take. Some requests may require WEX to, for example, reach back out to a merchant for clarification or more information. This can add time, but is something WEX will work to communicate upfront with the requesting entity.

5.14 Standard or 'canned' reports available and who has authority to view them. Include description of search capabilities criteria and methods available.

The standard reports available in the WEXOnline® Reporting module are provided and described below. The authority to view various reports depends on the permissions assigned to a user within WEXOnline®. Search criteria and methods can vary based on the types of reports but they are typically searchable over a various levels in the hierarchy. Users can be limited to show only the levels of access they have within the hierarchy. Search criteria can include date ranges, report types, filter options, billing cycle, transaction date, posting date various other measures to populate the necessary data from the module.

Management Reports provide a view into the entire portfolio, illuminating trends and areas for possible savings. Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Major Fleet Activity Report	This report provides current and previous monthly summary information by account, by brand, outlining total spend, fueling spend, gallons, and average PPG. The report helps fleets identify which merchants they are using and whether they could save by switching to brands with a lower PPG.	WEXOnline	Monthly
Account Review	This report is a rolling 13-month review of data consisting of the following reports: portfolio summary, spend report, gallon report, fuel type usage snapshot, premium fuel gasoline spend, non-fuel spend snapshot, average price per gallon (gas and diesel), transaction report, activation report, brand report (gasoline, diesel and maintenance). This report allows fleets to identify areas of opportunity (such as excessive premium fuel use).	WEXOnline	Monthly
Opportunity Report	This report outlines savings opportunities by account, driver and/or vehicle by benchmarking purchases at a zip code level against the entire WEX portfolio. This report provides insight into where drivers are fueling, identifying ways to save by fueling at lower cost stations near their routes.	WEXOnline	Monthly

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Profile Reports provide fleet managers and administrators with a snapshot of the information available in our system at the time the report is run, making it easy to manage the inventory of accounts, cards, drivers, and vehicles and helping ensure that the information and status of each item is up-to-date. Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Account Profile	This report itemizes the accounts within Purchasing Entity's hierarchy and provides details including contact name, shipping information, total cards, total driver prompts, card type, accounts, org units, and total vehicle prompts. This report helps fleet managers ensure their accounts are set up as desired.	WEXOnline	On Demand or Scheduled
Card Profile	This report provides a broad view of cards across multiple accounts or focused on a single account. This allows fleets to monitor and review card data based on a comprehensive view of card attributes or just a few specific card details.	WEXOnline	On Demand or Scheduled
Vehicle Profile	This report provides a broad view of vehicles and assets across multiple accounts or focused on a single account. This allows fleets to monitor and review vehicle data based on comprehensive information, including account assignment, name, status, and date of last transaction.	WEXOnline	On Demand or Scheduled
Driver Profile	This report provides a broad view of drivers across multiple accounts or focused on a single account. This allows fleets to monitor and review driver data based on comprehensive information, including account assignment, name, status, and date of last transaction.	WEXOnline	On Demand or Scheduled

Transaction Reports provide fleet managers and administrators with a full range of authorization and posted transaction data to perform audits, trend analysis and data mining. This allows for simple ad hoc queries and more in-depth, customizable reporting to help drill down to the data needed. Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Ad Hoc Transaction Details	This report is a simple, on-demand, ad hoc reporting tool that provides posted transaction details for a period of time specified (up to 24 months). This tool is especially useful in viewing transactions associated with a particular billing cycle, or a quick way to look up something being investigated. It has both filtering and sorting capabilities.	WEXOnline	On Demand
Ad Hoc Transaction Summary	This report is a simple, on-demand, ad hoc reporting tool that provides posted transaction details at a summary level for a period of time specified (up to 24 months). This tool is especially useful in viewing a summary of information by account, card, or brand, with an ability to then drill down into transaction details to get more information.	WEXOnline	On Demand
Transaction Management	This report is a comprehensive, highly customizable, transaction-level report that allows the ability to analyze usage at certain merchants or	WEXOnline	On Demand or Scheduled

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	within specified dollar amounts or within selected accounts. It allows for a broad set of filters, and the ability to select and sort the fields.		
Authorization Activity	This report provides a direct view of authorization activity, which is posted in real-time in our system. This detailed authorization data helps make informed decisions and perform analysis to help manage and enforce driver purchasing policies. It is also an excellent tool for assisting drivers on the road who may have encountered a "decline" at the fuel pump, but are unsure why.	WEXOnline	On Demand or Scheduled

Managing by exception is an excellent way to save time while ensuring Purchasing Entity policies are being followed in the field. **Exception Reports**, when paired with card controls, help manage program by identifying potential fraud or abuse. Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Ad Hoc Exceptions	This report is a simple, on-demand, ad hoc exception reporting tool that provides the ability to view posted transaction details for a variety of exceptions. Some of the options include: high octane fuel, weekend purchases, and number of gallons or number of transactions per period. The tool has both filtering and sorting capabilities.	WEXOnline	On Demand
Flexible Exceptions	This report provides a comprehensive set of exception parameters for posted transactions upon which Purchasing Entity can be alerted. Any transactions that meet the threshold set will be captured on a report for review. Additionally, Purchasing Entity can choose to receive an email once a day notifying of any exception that has occurred. This tool is effective in identifying possible fraud or abuse of cards.	Email and WEXOnline	Daily capture of transaction details; on demand report viewing
Real Time Alerts	This tool allows Purchasing Entity to set parameters within Authorization Profiles so Purchasing Entity can be immediately alerted when a transaction falls outside of that parameter. An email will be deployed to notify of what has occurred, in near real-time, and it will also be available for review in an online report. This tool is very effective in identifying possible fraud or abuse as the transaction is occurring.	Email and WEXOnline	Emailed as threshold is exceeded; on demand report viewing

Benchmarking Reports provide a way for fleets to understand how their purchasing behavior compares to others, with insight into the types of merchants being used.

Report Name	Description/Benefit	Mode of Delivery	Frequency
Minority and Women-Owned Business Report	This report provides monthly roll-up of transactions, gallons, and dollars spent at minority- and women-owned fueling and service sites. This report is useful for those fleets that are tracking their minority spend and have a program to increase spending at minority- and women-owned businesses.	WEXOnline	Monthly
WEXIndex™	WEXIndex™ is an index and report published by WEX for the price per gallon of certain fuel types in a given month. Our customers use this report to understand pricing trends in the industry. Within the Account Review (see above under Management Reports), it is used to benchmark Purchasing Entity's fleet pricing behavior vs. the national	WEXOnline	On Demand

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	average for the specific fuel type. This tool is an excellent way to help drivers make good choices on where they fuel and where fueling costs can be reduced.		

Billing Cycle Reports accompany an invoice to assist fleets in reconciliation before making payment. They are available in a variety of formats, giving the fleet the ability to choose the format that is most beneficial. Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Purchase Activity Report	This is our standard billing cycle report that accompanies each invoice, with a roll-up by card or department. It can be retrieved online and is in a PDF format. It consists of several key elements: Purchase Activity: by card transaction details for that cycle Financial Summary: financial roll-up of spend by account, fuel and non-fuel Site Summary: roll-up of purchase behavior by brand, with totals Tax Exempt Summary (tax exempt fleets only): roll-up of exempted and reported transactions by jurisdiction and fuel type	WEXOnline	With invoice, at cycle close
View Details	This is our standard transaction detail report that is available online and accompanies each invoice. The report can be downloaded into Excel or CSV as needed and provides an easy way for fleets to reconcile their transactions with their invoice. Also provides the ability to download for additional filtering or archiving.	WEXOnline	With invoice, at cycle close
WEXLink	WEXLink is a comprehensive data file available to fleets that wish to import transaction details into their systems. It can serve as simply a report, or as a billing and reporting file. (See description below in requirement 6.6)	WEXOnline, FTP, or Email	With invoice, at cycle close

5.15 System must capture and report sales by Product Code (PC). If PC Type reporting is available, please explain how this reporting would be conducted and what information would be provided.

WEX does capture and report sales by Product Code (PC). PC type reporting is available through WEX, is accessible in multiple places and formats. WEX's reporting tools in WEXOnline®, ClearView™ and in WEXLink™ files all contain Transaction Data that is inclusive of the product codes as reported to WEX by the merchant. WEX utilizes product coding standards set by the National Association of Convenience Stores (NACS).

WEXOnline® contains multiple reports that are available either via standard reporting or custom reporting that includes PC information. WEXOnline® Exception Reporting can also be set-up to trigger against unwanted or closely watch product grouping to alert a Fleet Manager/Program Administrator when an unwanted purchase may have occurred.

WEX Fleet ClearView™ Essentials module allows user with access and the appropriate permissioning to search and reports on Product Codes easily and quickly with in the dynamic analytics platform. PCs can be easily searched by Product Group, Product Type, Product Grade and Product Name.

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Most of our larger fleets choose to receive billing and transaction data in the form of WEXLink™ file. This is an electronic file that provides customers with transaction data on a daily, weekly, or monthly basis via the internet (i.e. SFTP). The data is provided in a flat file and includes extensive detail for both fueling and service transactions, enabling fleets to analyze vehicle, driver and purchase information, and to reconcile monthly invoices. WEXLink™ files are designed specifically for fleet customers who want to perform detailed analysis and reporting on their fleet accounts within their own systems. This file can be merged with existing information management system, making it easy to track costs. Product Code information is available as Transaction Data report.

See table in Answer 6.6 for a summary of available reports, including Product Code reporting.

5.16 Contractor must be able to provide comparative rebate reporting comparing the previous quarterly and annual rebates to the then current quarter/year.

WEX's system allows for robust account structures and reporting functionality, including the reporting of rebate earnings that provides a full breakdown of a rebate for a given time period. These reports can be structured to compare the previous quarterly and annual rebates to the current quarter/year. Purchasing Entity's WEX Premium Fleet Services Account Manager along with the dedicated Strategic Relationship manager will work at the time of implementation, or at any point during the life of the contract, to set up or modify reporting to ensure it satisfies the needs on an individual State or Agency.

5.17 If capable, system must provide sales by merchant type (i.e. small business, minority owned, etc.) including Federal Diversity information.

WEX's Minority and Women-Owned Business Report provides monthly roll-up of transactions, gallons, and dollars spent at minority- and women-owned fueling and service sites. This report is useful for those fleets that are tracking their minority spend and have a program to increase spending at minority- and women-owned businesses. This report is delivered via WEXOnline®.

In addition to WEX's Minority and Women-Owned Business Report Purchase Activity Report, delivered via WEXOnline® at the close of every billing cycle, is our standard billing cycle report that accompanies each invoice, with a roll-up by card or department. It can be retrieved online and is in PDF format. It consists of several key elements:

- Purchase Activity: by card transaction details for that cycle
- Financial Summary: financial roll-up of spend by account, fuel and non-fuel
- Site Summary: roll-up of purchase behavior by brand, with totals
- Tax Exempt Summary (tax exempt fleets only): roll-up of exempted and reported transactions by jurisdiction and fuel type

6. DATA TRANSFER/INTEROPERABILITY

6.1 System must be accessible in accordance with Section 508 (Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998) - accessibility.

6.2 System must be supported (at a minimum) by Internet Explorer, Edge, Firefox, Safari, Chrome.

6.3 System must allow for downloads, data transmissions, and integration in support of non-standard/standalone financial management systems, including legacy systems.

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6.4 System must have the ability to interface with legacy fleet management systems at no charge to customers including, but not limited to:

- Asset Works (Maximus, M4 and M5)
- Faster
- VMTS
- SAP

6.5 System must be able to provide Fleet Card information and transaction detail in a format compatible with all Enterprise Resource Planning (ERP) or e-procurement systems utilized by any Participating State/Purchasing Entity that is part of this Master Agreement. Those systems include, but are not limited to any SAP, Banner, Oracle, Periscope, or PeopleSoft systems.

WEX can deliver data in a flat file format, or WEX*Link*™ file, as well as downloadable formats out of our WEXOnline® module in CSV and XLS formats. These file types make it easy to import data into any back-office system -- including, but not limited to, SAP, Banner, Oracle, Periscope and PeopleSoft -- for thorough reporting and analysis. Additionally, WEX can perform custom file work to help meet a State or Agency need.

6.6 Contractor shall be able to provide, at no cost, the entire transaction data collected by the merchant at the frequency requested by the Participating State or Purchasing Entity in accordance with standard File Transfer Protocol (FTP). At a minimum, file outputs must include CSV (comma delimited) format and XLS.

Most of our larger fleets choose to receive billing data in the form of WEX*Link*™, an electronic file that provides customers with transaction data on a daily, weekly, or monthly basis via the internet (i.e. FTP). The data is provided in a flat file and includes all available information made available by the merchant with extensive detail for both fueling and service transactions, enabling fleets to analyze vehicle, driver and purchase information, and to reconcile monthly invoices. WEX*Link*™ files are designed specifically for fleet customers who want to perform detailed analysis and reporting on their fleet accounts. This file can be merged with existing information management system, making it easy to track costs. File outputs include CSV (comma delimited) format and XLS. The file can be set-up for delivery on a frequency suitable for the participating State and/or Agency.

Some of the detailed transaction information included in the WEX*Link*™ billing file is:

WEX*Link* File Data Summary			
Transaction Data	*Site Data*	*Vehicle Data*	*Driver Data*
Product code	Site name	Vehicle number/ID	Driver ID
Product name	Brand name	Vehicle plate number	First name
Transaction date	Site address	License plate state	Last name
Transaction time	Site city	Odometer	
Transaction number	Site state		
Fuel type	Site zip code		

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Unit of measure	Private site quantity		
Unit cost	Private site transaction		
Quantity purchased			
Gross dollars			
Exempted tax			
Reported tax			
Invoice number			
Billing period			
Account number			
Code tracking*			
Non-fuel purchases			

6.7 System must have the ability to create custom extract files/mappers at no charge to the customer for automatic feed into their financial systems (i.e. SAP, Oracle, SMFA, SQL, PeopleSoft, Excel, etc.). This custom file will be created in such a manner that it can be imported into the Purchasing Entity's financial system with no interaction, special programming, or manual entry of transaction data.

WEX, at no charge to the Purchasing Entity, is able to create custom files that are capable of being imported into financial systems. The WEX IT Team can build custom files that are delivered via SFTP, email or mailed to a customer. The file types we can build and support are fixed length, CSV, Excel and PDF files. The files will be built to specs provided by the customer to match what they need the file to look like to minimize coding on their side to load the files. The files can be delivered on a variety of frequencies from daily, weekly, monthly (on any day of the month) and billing cycle. This work does have to go through a slotting and prioritization process. Customers should make requests through the Relationship Management Team. The Purchasing Entity/Customer will need to clearly detail what it is they are looking for and how they need to receive the customize file. The Contractor will build the file and work through a testing process with the Purchasing Entity to ensure the file work prior to them being put into production. Changes to a file would follow a similar process.

The WEXOnline®system also offers customization of data for reporting and export. The specification would be based on the standard data fields provided by WEX. These reports can be scheduled for export to CSV or Excel format and can be emailed to individuals or multiple people. Depending upon account set-up, they can also be sent to a WEX SFTP for retrieval.

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7. SECURITY & CONFIDENTIALITY

7.1 System must be PCI DSS compliant throughout the term of the Master Agreement.

7.2 System Electronic Data Interchange (EDI) standards must be compliant with ANSI ASC.

7.3 Contractor must keep Participating State, Purchasing Entity, and Cardholder information confidential and may not share, use, or sell data acquired through the execution of this Master Agreement or affiliated Participating Addendum.

7.4 Cyber Security Protocols.

WEX's Information Security Organization is responsible for safeguarding the confidentiality, integrity and availability of physical and electronic information assets. The overall objectives for information security at WEX include:

- Ensuring the confidentiality, integrity and availability of WEX's information assets.
- Managing controls to safeguard WEX's information assets against unauthorized use, access or disclosure.
- Maintaining business resiliency in the event of a disaster or security incident.
- Managing a control environment consistent with commonly accepted industry standards and frameworks including ISO 27001, PCI-DSS, SOX/404, and NIST.
- Managing risks related to the use of external service providers and related third parties.

WEX's Information Security organization has adopted the ISO 27001/27002 framework for protecting information assets. The framework and related control activities have been established using a risk based approach aligned to enable the business and support strategic priorities.

As such, the Information Security framework includes the following:

ISO 27001 Domain	Representative WEX IS Capabilities
Information security policies	Corporate IS Policy, Acceptable Use, and extensive IS standards and procedures
Organization of information security	VP CISO reporting to the audit committee with functional groups including access management, threat management, risk management, business resiliency and architecture and engineering.
Human resource security	Background checks, training, management oversight
Asset management	Asset inventories maintained, data classification, and media handling controls
Access control	Provisioning and recertification controls limit access based on need to know and enforce stringent password and segregation of duties requirements

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Cryptography	Encryption of relevant data in transit and at rest based on data classification
Physical and environmental security	Physical access and environmental controls
Operations security	Procedures, anti-virus, backups, change management, capacity management, logging, vulnerability management
Communications security	Network controls, network segmentation
System acquisition, development and maintenance	System development methodologies, secure coding training, security engagement into the project management lifecycle
Supplier relationships	Review of key third party service organizations to include right to audit and review of SSAE16, PCI and related reports
Information security incident management	Incident management, security investigations, and eDiscovery capabilities
Information security aspects of business continuity management	Formal business continuity and disaster recovery programs including periodic testing and business resiliency controls
Compliance; with internal requirements - policies, and with external requirements - laws	PCI-DSS, SSAE16, SOX/404, NIST, Data Protection Laws, data loss prevention controls

In terms of administration and governance, WEX has established a Global Chief Information Security Officer who reports to the Board of Directors Technology Committee and administratively through the Chief Technology Officer. WEX's security function includes Governance, Risk and Compliance, Identity and Access Management, Security Architecture, Security Engineering, and Business Continuity/Disaster Recovery functions. The Security framework is reviewed regularly and updated at least annually to respond to the rapidly evolving threat landscape.

WEX has also contracted with a Managed Security Service provider to perform 24x7 real time threat intelligence, security monitoring, and incident response capabilities.

7.5 Data Breached Notification.

The WEX Crisis Management Team ensures notification requirements are assessed by the legal and compliance teams and facilitates all required notifications via the appropriate channels to those who may have been impacted by any data breach.

7.6 Data Breach and Protocols to protect Agency Information.

In the event of a data breach the WEX Crisis Management Team engages immediately to implement the WEX Business Continuity Plan (BCP) to triage the level a potential breach and immediately safeguard all customer, State and/or Purchasing Entity's information. WEX has a BCP for each line of business across our organization, and this plan is customized to meet the unique needs of WEX customers across our organization in a given line of business. The WEX Business

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Continuity Plan ensures that WEX employees, and the physical and information assets entrusted to us by our clients are protected by viable response and recovery plans. The Corporate BCP takes an all hazards approach to the assessment of risk posed to critical business functions and develops comprehensive plans that provide for effective recovery from a disruption of critical business functions. The plans are tested before implementation and exercised regularly thereafter to ensure their viability and continued improvement.

In instances of fraud or card skimming, WEX works in a similar manner to ensure accounts and customer information is shut off and safeguarded. See discussion of WEX's fraud detection system, SaferPayments, in our response to Question 15.4.

7.7 Contractor must provide and maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration, or destruction of confidential information.

As part of the WEX BCP, WEX has in place an information security program that exists to safeguard both WEX and WEX customers from the unauthorized disclosure of information, especially sensitive information. This includes unauthorized disclosure, misuse, alteration or destruction of confidential information. The WEX Information Security Program outlined below covers the protection of cards, account numbers, passwords, PINs, transaction data, among many other sensitive systems and information.

The WEX production data center is a secure facility, accessed by badge readers and monitored by CCTV. The facility is staffed 24x7x365. The WEX data center has a Tier III rating as specified by the uptime institute. WEX visitors and maintenance personnel are only allowed access to data center facilities with an authorized escort and approved business need.

WEX has an ISO 27001/27002 based Information Security Program that includes robust access controls, security monitoring controls, governance, risk and compliance, backup and recovery capabilities, regular penetration testing and vulnerability scanning, strong physical and environmental controls, policies and procedures, and security awareness training. Policies and standards are reviewed and updated annually. Procedures are owned by the individual teams and are required to meet the standards and also be approved by their management.

WEX also obtains a SSAE16 SOC1, PCI-DSS certification over our WEXOnline® platform, and is subjected to regular reviews and oversight by Internal Audit, External Audit, FDIC Examiners, and various third parties.

The SSAE16 SOC1, PCI-DSS certification governs WEX security protocols for how we handle customer information like cards, account numbers, passwords, personal identification numbers and transaction data.

Vendor Access

WEX has a Vendor program that establishes the following review and oversight areas: Information Security service provider review, Procurement review, and Legal Department review that must be performed prior to a third party being approved. Logical access is then requested by the WEX manager that owns the relationship with the third party and provisioned by a systems access group.

System Patches

System patches, including service packs and security fixes are reviewed and approved following standard change management processes. Relevant patches are applied as soon as practical given

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maintenance windows, risks, etc. Not all updates are relevant in every environment, so each is evaluated for relevance and risk before implementation.

Protection From Attacks

The OWASP standards are built into development processes and manual testing is performed in addition to peer review as required by our SDLC. WEX uses an automated dynamic application security testing (DAST) solution that scans web applications to find vulnerabilities and provide guidance on remediation.

WEX receives vulnerability announcements, for relevant systems, from vendors, third parties, NIST, FDIC, FBI, and other threat feeds and has a dedicated security operations team managing and maintaining the vulnerability management program. The Vulnerability management procedure requires a ticket to be generated and assigned to Information Technology operations teams for patching.

Logging and Log Monitoring

Logs are aggregated and correlated using an on premise, commercially available, SIEM platform. Logs are kept for one year. Additionally, WEX has managed services contracts with a well known global service to assist in monitoring and responding to log events.

Remote Access

Remote access to WEX networks from a non-trusted network requires an authorized device, the use of VPN and two-factor authentication.

Network based intrusion detection is used at critical points of the network infrastructure. Network access control has been implemented to ensure only authorized devices that have the correct security posture are admitted onto the network.

Media Destruction

WEX utilizes a third-party vendor for media destruction. WEX also has onsite degauss capability that meets Department Of Defense requirements for media sanitization.

Access

Access is granted through the provisioning of a unique user ID, with least privilege rights granted. Requests are approved by a user's manager, and provisioned by a systems access group. Initial logon requires a password change, and access is disabled upon termination. Key password parameters: Min. Length of 8 characters must choose 3 out of the 4 of the following: capital letter, lower case letter, number, special character.

Lock out is three unsuccessful attempts and expiration is 90 days. User authentication can be performed, depending on the application, by: Active Directory, LDAPS, or Oracle access manager.

Encryption Policies and Standards

WEX encryption policies and standards govern encryption for data in transit and/or at rest. Standard algorithms are AES 256 and 3DES. WEX SAN data is encrypted at rest using AES256 and mobile devices utilize whole disk encryption. For web applications, SSL is used between web servers and the browser. Console access is SSH.

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Incident Response

WEX has an incident response policy, standard, and procedure that is reviewed, approved, and tested yearly. Procedures contain: incident handling, incident detection and analysis, incident categorization, incident analysis, incident documentation, incident prioritization, incident notification, containment, eradication, and recovery, evidence gathering and handling, identifying the attackers, eradication and recovery, and post-incident activity using collected incident data.

Subcontractors

The WEX Legal Department, in conjunction with Procurement, performs contract review for service providers and has standard legal language in all contracts that address our security requirements and expectations of subcontractors.

7.8 Securing and preventing unauthorized disclosure, misuse, alteration, or destruction of confidential information.

WEX employees multiple levels of security with our contractors depending on the level of access they require. WEX prevents unauthorized disclosure, misuse, alteration or destruction of confidential information by utilizing the security protocols and proprietary technological advantages described above for both WEX and our Contractors. See responses in 7.1, 7.5, 7.6, 7.7 and 15.4 for more detail.

7.9 Disaster recovery plan (i.e. data breaches, system errors and resolution plans, timeframe for data restoration, backup in case of power failure, etc.).

WEX's Organizational Resilience Program Overview was created to provide clients with information identifying and defining the resiliency roles and responsibilities of WEX and our clients in the event operations are impacted due to disruption or disaster. WEX employs multiple call center locations across the country to ensure a given event in one area or region will not render another in operable. The same goes for WEX's authorizer that validates and approves transactions. Both are on separate power grids and housed in multiple locations across the country. In addition to some of these basic precautions, see our business continuity plan:

Overview

The WEX Business Continuity Plan includes well-defined and documented procedures, designed to respond to unforeseen events. WEX utilizes a step-by-step, standardized incident management process that ensures all requirements relating to proper response, escalation, notification and resolution of a disruption of any type are met. The WEX BCP utilizes the ISO 22301 framework and is integrated with WEX physical and information security, and risk management systems. The WEX BCP adopts a process approach for establishing, implementing, operating, monitoring, reviewing, maintaining, and improving the organization's organizational resilience management system.

Review Policy

Oversight of business continuity planning is assigned to the Director, Organizational Resilience who ensures that plan updates are completed and that the plan is tested and remains current and relevant.

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Objective

The objective of the WEX BCP is to provide a comprehensive and systematic process of prevention, mitigation, preparedness, response, continuity, and recovery that provides an on-going, dynamic, and interactive process that serves to assure the continuation of the organization's critical business functions before, during, and after a disruptive event.

The BCP allows WEX to: effectively manage disruptions; provide efficient notification to personnel, clients, business partners, service providers and vendors; ensure organizational stability; provide well-defined and documented incident management procedures to minimize decision making during a disaster; ensure regulatory and legal compliance; and ensure regular testing of response/recovery plans.

Recovery

Summary

The WEX BCP provides well defined and documented procedures which provide the incident management team with the ability to effectively and efficiently manage the recovery process during and after a disruption of service to our clients. By implementing the pre-planned procedures, our incident management team can work together in an expedient and effective manner to resolve any unforeseen incident and ensure that the impact to our clients is minimized.

Alternate Processing Sites

WEX utilizes a combination of cloud and physical infrastructure to ensure resilience and recoverability of production systems across the globe. Each primary production system is designed to be highly available and resilient by utilizing HA architecture within each data center or by duplicating systems across multiple cloud availability zones as well as a corresponding disaster recovery solution to ensure recoverability of production systems.

The WEX call center will staff the alternate processing sites with operational support staff, technical, telecommunications, and administrative support personnel. WEX will maintain a fully functional Emergency Command Center at each location to provide redundancy for incident command.

Plan Organization

Overview

The WEX BCP consists of multiple plans that outline physical security, emergency response, and recovery responsibilities, tasks, and procedures to be used throughout recovery efforts for our business locations and data centers.

WEX utilizes multiple industry recognized automated resiliency tools and services to ensure global situational awareness, effective preparation, communication and collaboration across the enterprise related to resiliency planning, testing and incident management.

Business Unit Plans

The business unit plans contain the recovery tasks and the action items required to recover the functions of each critical business unit.

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Technology Plans

The technology plans identify the responsibilities, recovery tasks, detailed logistics and action items vital to recovering the critical applications and network infrastructure that supports our business units.

Emergency Response Plans

The emergency response plans identify the responsibilities and action items required for initial response to incidents and focus on preservation of life and safety of WEX employees and clients, as well as, the safeguarding of physical and information assets.

Corporate Incident Management System (IMS)

By allocating resources and providing a standardized incident management structure for all affected locations, the IMS identifies the Emergency Operations Center (EOC) responsibilities and activities that will assist the crisis management and recovery teams throughout the recovery effort. The responsibilities and tasks contained in the IMS are performed at the designated EOC.

Crisis Communications Plan (CCP)

The crisis communications plan provides procedures for the management and coordination of communications within WEX and externally to WEX clients and external stakeholders.

Pandemic Plan

The WEX Pandemic Plan lays out the strategic approach and preparations for influenza or other infectious disease pandemic. The plan is designed to minimize the risk to the health and safety of WEX employees and customers and ensure the continuity of business operations.

The plan includes recommendations from the Centers for Disease Control (CDC) and includes tactics for addressing workforce and facility impairment, notification of employees, and clients in the event of plan activation.

Support Plans

The support plans identify the responsibilities and recovery tasks required to provide emergency travel, financial, human resource, damage assessment, and salvage activities.

Evaluation AND TESTING

Summary

WEX will evaluate organizational resilience plans, procedures and capabilities through periodic assessments, testing, After Action Reports (AAR), performance evaluations and exercises.

Monitoring and Measurement

WEX will establish, implement and maintain performance metrics and procedures to monitor and measure, on a regular basis, characteristics of its operations that have a material impact on its performance, including partnership and supply chain relationships. The procedure shall include documenting of information to monitor performance, applicable operational controls, and conformity with the organization's organizational resilience objectives.

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Evaluation of Compliance

Consistent with its commitment to compliance, WEX is continuously evaluating compliance with applicable legal and regulatory requirements. WEX will evaluate compliance with other requirements to which it subscribes including industry best practices.

Exercises

WEX will validate its Business Continuity Plans using testing and exercises that:

- Are consistent with the scope of the BCP and the objectives of the organization
- Are based on scenarios that are well planned with clearly defined objectives
- Minimize the risk of disruption to operations and assets
- Produce a formalized post exercise report that contains outcomes, recommendations, and plans to implement improvements in a timely fashion
- Are reviewed within the context of promoting continual improvement and are conducted at planned intervals, from time to time on a non-periodic basis, and when significant changes occur within the organization and the environment it operates in.

7.10 Roles and responsibilities of the team responsible for monitoring and managing system and product risks. Include how known risks and mitigation plans would be communicated to Participating States, Purchasing Entities, and Cardholders.

Consistent with its commitment to compliance, WEX is continuously evaluating compliance with applicable legal and regulatory requirements. WEX employs an Organizational Resilience Team to manage, monitor, and evaluate WEX's systems. The team works to assess risk across the entire WEX organization and employ policy and plans to ensure all risk is mitigated to the lowest level possible as well have to have communication and response plans in place should something happen. WEX evaluates compliance with other requirements to which it subscribes, including industry best practices. WEX has established performance metrics and procedures to monitor and measure, on a regular basis, those characteristics of its operations that have a material impact on its performance, including partnership and supply chain relationships. The procedure shall include documenting of information to monitor performance, applicable operational controls, and conformity with the organization's organizational resilience objectives.

8. CUSTOMER SERVICE

Customer service and support are key to the successful operation of any card program.

8.1 Contractor must provide at least one (1) designated Relationship Manager assigned to each Participating State. Relationship Manager may provide service to multiple states as long as service level meets each of the Participating State's requirements.

8.2 Relationship Manager must be familiar with all aspects of Category 2 – Fleet Card Services of the Commercial Card Solutions Master Agreement and applicable Participating Addendum.

8.3 Relationship Manager must be available to Program Administrators and Master Agreement Administrator Monday through Friday during the Participating State's regular business hours.

8.4 Relationship Manager will provide managing account support to Program Administrators and contract support to Master Agreement Administrator in each state.

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8.5 Contractor must provide at least one (1) designated Account Coordinator assigned to each Participating State to support all Purchasing Entities within that state. Account Coordinator may provide service to multiple states as long as services level meets each Participating State's needs.

8.6 Account Coordinator must be familiar with all aspects of Category 2 – Fleet Card Services of the Commercial Card Solutions Master Agreement and applicable Participating Addendum.

8.7 Account Coordinator must be available to Program Administrators Monday through Friday during the Participating State's/Entity's regular business hours.

8.8 Account Coordinator will provide day-to-day account management support to Program Administrators and Cardholders.

8.9 Contractor must provide a domestic and international toll-free numbers available to cardholders 24/7/365.

8.10 Roles and responsibilities filled by proposed Relationship Manager(s). At a minimum, include how they will meet the requirements described above.

WEX assigns a Relationship Management Team lead by a Strategic Relationship Manager to each State relationship. The Strategic Relationship Manager is in charge of the overall relationship under the contract for a given State and is able to provide for and oversee all of the requirements listed above.

The role of the Strategic Relationship Manager is to ensure States and Agencies maximize the value of our program. This includes an in-depth understanding of your business and your goals so that they can provide you with the best solutions and best practices for optimal savings and usage of the program. The Strategic Relationship Manager will engage with you during the implementation of your program, and ongoing, through regular business reviews which includes a review of key performance indicators, sharing best practices, introducing new products, as well as tracking against your established policies, goals and objectives. The Strategic Relationship Manager is also available to assist with problem resolution and escalation whenever necessary.

Working with the Strategic Relationship Manager will be a Premium Fleet Service Account Manager whose responsibilities are to assist the Strategic Relationship Manager with the overall relationship as well as provide day to day operations support to the State and it's participating entities. The Premium Fleet Services Account Manager is also able to provide for and oversee all of the requirements listed above.

8.11 Roles and responsibilities filled by proposed Account Coordinators. At a minimum, include how they will meet the requirements described above.

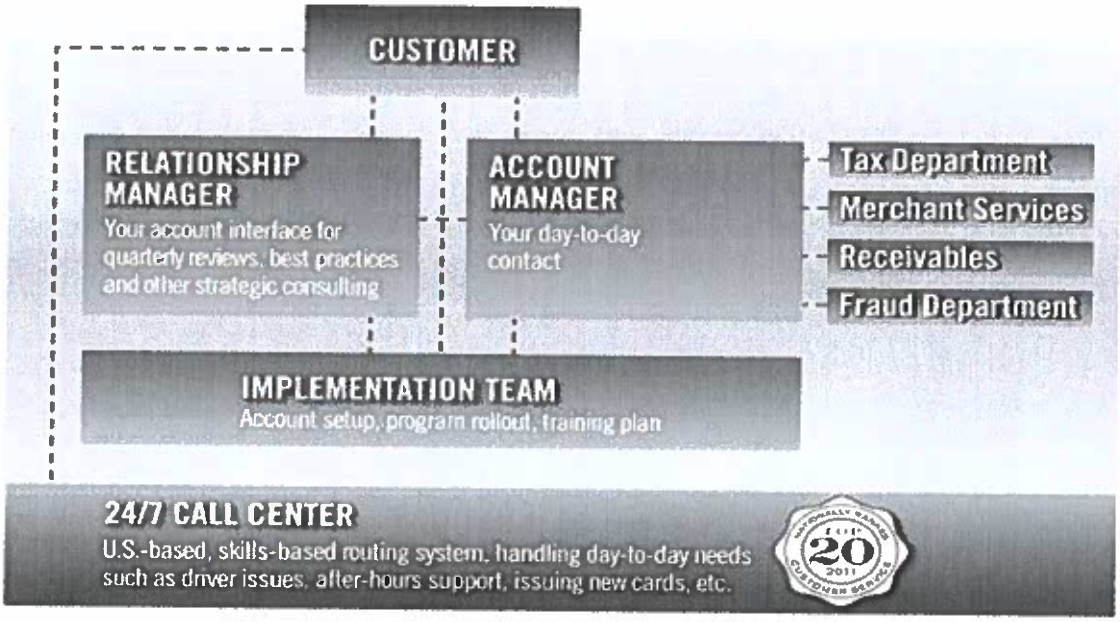
At WEX, our management and staff are tasked with improving and enhancing the effectiveness and efficiency of all aspects of our service offering. Our charge is to maximize resources while creating and maintaining a balance between work expectations and personal lives. Keeping first line customer representatives invigorated and available to handle the next call requires support from an extended team of specialists to provide assistance with complex issues and ensure optimal staffing during peak call hours.

Your Premium Fleet Services (PFS) Account Manager is the primary day-to-day contact for your fleet managers/program administrators. PFS generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. PFS will also serve as the liaison to any technical needs the State or Participating Entity may require. PFS will help create reporting that may not be easily accessible

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to the Fleet Managers. It is the goal of PFS to ensure that the Fleet Managers have the necessary data to manage their fleets. PFS Account Managers, at a minimum, return phone calls within two business hours and return emails within 24 business hours. WEX Premium Fleet Services Account Managers are dedicated to a balanced portfolio of strategic clients. Capacity is closely managed to ensure a superior customer experience for each client.

Your PFS and Strategic relationship manager will assist facilitating requests and needs that come up throughout the life of the contract. In addition to these two roles, WEX has host of support department the Relationship Management Team will lean on to support your State through the life of the contract. Below is an outline of that support structure:



8.12 Contractor must provide a designated customer service team familiar with all aspects of Category 2 of the Commercial Cards Solutions Master Agreement and the Participating State's Participating Addendum in order to provide consistent, relevant, and effective front-line customer service via phone or on-line, 24/7/365. The designated customer service team may provide service to multiple states as long as customer service level meets each Participating States' requirements.

In addition to the Relationship Management team described in 8.10 and 8.11, WEX also provides an award winning, 24/7/365, toll-free customer service department to assist with after-hours needs, reporting lost or stolen cards, assistance in processing transactions, cardholder assistance, general accounts information, reporting fraud, invoice questions, authorization questions or help, out-of-network transaction authorizations and many more specific needs or questions a customer may have.

Roles within WEX Customer Service Call Center include:

Customer Service Help Desk is available to support service representatives with calls that require, immediate help, additional research or specialized knowledge to fleet manager, system users, drivers and merchants. The goal is to resolve issues in one call and provide an immediate response to the customer.

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Customer Service Trainer is accountable for providing initial, remedial, and new program training for all CSRs. The Relationship Management Team will work with the Customer Service Trainer in support of the States and participating entities to this contract to ensure the Call center is trained appropriately and they will also develop account notes that are visible to all customer service representatives to make sure that beyond initial training on the Master Contract and Participation Addendums, they will have the information handy to them on a go forward basis as well.

Technical and Resource Planning Team is responsible for the daily management of the queues to ensure service levels are achieved. The team also provides daily, monthly, and ad hoc reporting for the call center. They forecast the resources required and manage the scheduling of associates to optimize the customer experience.

WEX employs a state-of-the-art call handling system featuring skill-based call routing. Our skill-based call routing ensures that our CSRs do not receive certain types of calls until they are fully trained to support them. We conduct a rigorous training and examination phase for all newly hired CSRs, and provide continuous refresher training to experienced staff. Only upon successful completion of the training program, are CSRs allowed to field calls from the customers, ensuring that they are able to provide the best in class service that our customers have come to expect from WEX. Experienced CSRs and team leaders monitor new staff responses to assure quality and program performance.

8.13 After-hour/holiday/weekend customer service will be provided (internally or 3rd party). If provided by a 3rd party, explain how this team is trained and access to the system and data.

The WEX Customer Service Department is available 24 hours a day, 365 days a year (366 days in leap years) and fully staffed by WEX employees who are fleet-trained in-house. The WEX Customer Service Department is always available to handle the needs of the fleet by calling the toll-free number 800-492-0669. Realizing that customer service is paramount in our relationships, WEX has kept its support within the company and aggressively invests in training, technology, equipment and industry best practices. WEX does not outsource its call center service to a third party.

8.14 System issues (bugs) communicated (acknowledgement, status of fix, resolution, etc.) to system users?

As the Premium Fleet Services Account Manager is made aware of a system issue they will communicate via email and/or via phone to the customer acknowledging the issue, providing insight around any known impacts and timing of fix. The Premium Fleet Services Account Manager will provide consistent communication and progress updates through to issue resolution. If a production defect is present, an IT ticket is opened and addressed by the product support team. If an enhancement is requested, it will be added to workflow or, if multiple teams are required to actualize, the new product ticketing system "Aha."

8.15 Participating States and Purchasing Entities will need the support of a secure and knowledgeable team at all hierarchical levels of the Program.

WEX offers Participating States and Purchasing Entities our Relationship Management Team, including our Premium Fleet Services Account Manager, who are all tenured employees of WEX and have fleet specific knowledge. This team supports all hierarchical levels of the program. This team ONLY manages fleet-related accounts, ensuring they are well versed in the needs of state governments and fleet in general.

8.16 Contractor must benchmark customer service.

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WEX uses two benchmarks as success measures: service level (the percentage of calls answered within a certain time frame) and customer satisfaction (driven by post-servicing customer survey results). Both are monthly targets. Service level is measured daily and adjustments are made on a weekly basis as required. Customer satisfaction surveys are sent to a percentage of customers post call, and our internal QA system is designed to support customer satisfaction drivers. Agent receive weekly coaching designed to improve customer satisfaction.

8.17 Contractor must have an established escalation process.

Your Premium Fleet Services Account Manager is the primary day-to-day contact for your fleet managers. He or she generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. Premium Fleet Services Account Managers work hand in hand with the Strategic Relationship Manager assigned to the account as well. Should any issues, problem or concern in need of escalation, the PFS Account Manager will immediately engage the Relationship Manager. Customers can always reach out to the Strategic Relationship Manager as well directly. The Strategic Relationship Manager will work with all parties involved to ensure plan is put in place to address and resolve any issue that is at hand in the quickest and most effective way possible.

8.18 Additional customer support services.

Our fleet customers — including public sector clients — cite their customer service experience as the single finest aspect of their relationship with WEX. Our service philosophy is based on matching customer service personnel with the skills and expertise to meet large and small fleet needs at various organizational levels.

WEX will assign experienced Account Managers to large fleet Program Coordinators as the single point of contact for their programs. Program participants will also have 24/7 access to trained call center representatives (CSRs) available whenever needed. This tiered approach enables us to provide high levels of customer service at all times, as well as strategic oversight to work closely with agency contacts to improve their fleet card programs. Below are additional tools and support staff WEX employees who support the ongoing relationships:

eServices

In coordination with Premium Fleet Services and Strategic Support, eServices provides fleet support for WEX's online tool. The eServices team strives for one-call resolution and, where applicable, customer education on use of our online products.

Fraud Specialists

WEX's experienced fraud prevention professionals work with fleets, partners, merchants, and, when necessary, local and federal authorities in order to minimize fraud, misuse, and abuse of our fleet card programs. We take a three-pronged approach to mitigating inappropriate use of cards and card programs —prevention, detection, and management. The Fraud Team an extensive network of industry contacts and association memberships to ensure they are on top of new trends and developments.

Merchant Services

The Merchant Services group works closely with both our Merchant Acquisition team and our Tax Department to achieve maximum acceptance with the greatest level of tax participation possible. This work includes the recruitment of new merchant acceptance when requested by a fleet.

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Strategic Receivables Services (SRS)

WEX takes a proactive and service oriented approach to reducing payment delinquency. Our team of receivables specialists (Strategic Receivables Services) works with large customers to ensure accurate and on-time billing and payment. Each customer is assigned a specific receivables specialist who will be the primary point of contact and will work closely with the account manager. Your SRS specialist will work with you to ensure that your billing structure and payment methods work well for your business and help you get the most value from your card program.

SRS specialists monitor payments on a daily basis and make contact with customers that have remitted a payment amount that does not match the amount due. In this way, past due balances are cleared up quickly, reducing the need for costly and time consuming historical reconciliation and analysis.

The WEX Customer Service Department is available 24 hours a day, 365 days a year, and is staffed by highly proficient service representatives and supervisors. The Customer Service Department is always available to answer questions, handle lost or stolen card reports, order replacement cards and authorize transactions for cardholders and Program Administrators. Customer Service Representatives are also trained to handle questions regarding account billing and reporting. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization. Program administrators can use the IVR to check balances, available credit limits, or make a payment by phone.

Customer satisfaction is the bottom line for any service organization and WEX has developed high standards for how we deal with our customers. For example, our current minimum performance goal is to have ***70% of calls answered by a person within 30 seconds.**** We set our standards for customer service by benchmarking against other card-based call centers. We then strive to exceed these standards with each call. Measured metrics include:

- Average speed to answer
- Time to abandon
- Abandonment rate
- Talk Time
- After-Call Work
- Handle Time

WEX surveys its customers to gain insight into their Customer Service experience. Our customers consistently give us high marks for the service we provide. Additionally, we record all of our calls and evaluate trends using speech analytic technology. This provides us with rich, real time voice of the customer information that is valuable for enhancing our training programs and informing our product development activities.

**Subject to change based on seasonality and call volumes.*

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Customer Service Management

At WEX, our management and our staff are tasked with improving and enhancing the effectiveness and efficiency of all aspects of our service offering. Our charge is to maximize resources while creating and maintaining a balance between work expectations and personal lives. Keeping first line customer representatives invigorated and available to handle the next call requires support from an extended team of specialists to provide assistance with complex issues and ensure optimal staffing during peak call hours.

Skill-Based Call Routing System

WEX employs a state-of-the-art call handling system featuring skill-based call routing. Our skill-based call routing ensures that our CSRs do not receive certain types of calls until they are fully trained to support them. We conduct a rigorous training and examination phase for all newly hired CSRs, and provide continuous refresher training to experienced staff. Only upon successful completion of the training program, are CSRs allowed to field calls from the customers, ensuring that they are able to provide the best in class service that our customers have come to expect from WEX. Experienced CSRs and team leaders monitor new staff to assure quality and program performance.

Emergency Response (Premium Fleet Services)

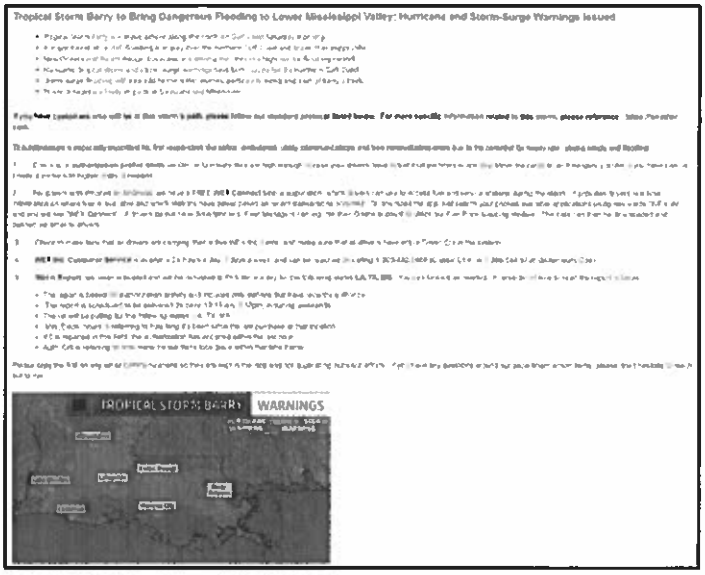
WEX is prepared to support the needs of our Premium Fleet Service fleets in the case of natural disasters (e.g., hurricanes, earthquakes), threats to national security, and military mobilization.

At WEX, we recognize the critical importance of keeping fuel supplies available so that public sector vehicles can operate and respond during natural disasters and other emergencies. We're proud that the fleets we serve have found our work to be instrumental in their ability to maintain continuous operations during their most crucial times of need. Some services that can be provided upon request include:

- Emergency plan development: we work with each customer to prepare a plan of response should an emergency occur
- Set up of online emergency card profiles, so you can easily remove or change your card control limits to support your emergency needs
- Regular updates outlining which networks and fuel stations are open and active in disaster areas

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At right is a recent communication WEX sent to our PFS customers in preparation for the Tropical Storm/Hurricane Barry that hit the Gulf Coast in July. These reminders are provided when there is an expected event, like weather, that may affect a certain area. WEX also provides this type of notification on an ongoing basis after a major event. This type of communication would include list of fuel merchants where WEX is seeing purchasing activity so we can inform our customers of places to find fuel in the event of power or fuel shortages.



ClearView communities

For users of WEX Fleet ClearView™, **the Community Module** allows you to network, collaborate, participate in discussion groups on fleet-related topics (i.e. positively impacting driver behavior or reducing fraudulent spend), pose questions, and share best practice information with your fellow analytics peers.

This module features **Discussion Forums** on a variety of fleet-related topics where users can collaborate and share information, a news feed of recent Community activity, the **ClearView University** and Events calendar, and a Resources section where content can be downloaded.

The **Resources** view contains informational assets, such as, Quick Start Guides, white papers, articles, images, and release notes. Navigate to this view by using the top navigational menu.

8.19 Contractor must provide an issue tracking system.

When a service interruption or problem is reported by a customer, the contact center agent enters the information into a CRM system for case lifecycle tracking management. This would include any issues that may require additional research, off-phone work where the resolution would be provided back to the customer based upon their preferred channel phone or email. When an enterprise outage occurrence, for example, online application, there is a standard notification provided within the online application to notify customers.

8.20 If a customer has to call back or another customer calls about the same issue, how is the customer service team notified that the issue has already been explained and should be (at a minimum) in the issue resolution que?

When a service interruption or problem is reported by a customer, the contact center agent enters the information into a CRM system for case lifecycle tracking management. This would include any issues that may require additional research, off-phone work where the resolution would be provided back to the customer based upon their preferred channel phone or email. When an enterprise outage occurrence, for example, online application, there is a standard notification provided within the online application to notify customers. The lifecycle tracking also allows customer service agents to see if the same or like issue has already been addressed and be

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able to communicate that to a customer. Is some cases similar issues may still need to be addressed with the individual calling and the customer service representative will work with the caller to ensure their issues are taken care of.

As the Premium Fleet Services Account Manager is made aware of a system issue, they will communicate via email and/or via phone to the customer acknowledging the issue, providing insight around any known impacts and timing of fix. The Account Manager will provide consistent communication and progress updates through to issue resolution. If a production defect is present, an IT ticket is opened and addressed by the product support team. If an enhancement is requested, it will be added to workflow or, if multiple teams are required to actualize, the new product ticketing system "Aha."

9. Implementation/Transition

The timeline and assigned resources of the multi-state implementation/transition to a new program are critical. The awarded Contractor will be responsible to fully cooperate with the current Contractor and any State executing a Participating Addendum under the new Master Agreement during all phases of the implementation/transition.

9.1 Implementation/Transition activities will occur at no cost to the Participating States or Purchasing Entities.

9.2 Upon award of the Master Agreement and each Participating State's Participating Addendum, but prior to the effective date, many entities will transition from the current NASPO ValuePoint contract and other individual state contracts to the new agreement*. Contractor must have a pre-established account set-up process that may be customized based on the needs of each Participating State.
Note: Each state's implementation shall not exceed nine (9) months.

*If the new agreement is awarded to the currently awarded Contractor, current Participating States may choose to 'reset' (i.e. re-organize under one statewide hierarchy/short name) their State's program requiring new account set ups/transition for all current Purchasing Entities.

Contractor will be required to work with Participating State to meet implementation requirements.

After contract award and execution of the Master Agreement and Participation Addendums, WEX will begin the implementation phase at the availability of State and/or participating Entity. The WEX Relationship Management Team will enlist the help of a WEX Strategic Implementation Manager to take the lead on the implementation process. WEX is well versed in implemented large complex accounts onto our platform. In recent years WEX has successfully lead the implementation of numerous large State, Private Sector and Federal Agency accounts as well as entire card portfolios for large Fleet Management Companies as well as several Major Oil Card Programs for branded merchants.

Strategic Implementation Managers work exclusively with WEX's large fleet customers, rolling out new programs and implementing significant changes to existing large client programs. Your Strategic Implementation Manager will work with the State to create and coordinate project plans and design, lead and execute communication to ensure milestones are met. The Strategic Implementation Manager will also develop and execute training plans to ensure card holders and fleet managers are well prepared to use the program.

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During the implementation, they will also prepare and distribute regular project updates, facilitate and document issues and action items and document the State's requirements for customized reporting.

Task Name	Duration	Who's Responsible
TRANSITION/PRE-IMPLEMENTATION	**20-30 days**	
Initial formal contact between WEX and fleet		Relationship Manager / Fleet
Establish contacts, addresses and areas of responsibilities between all parties		Relationship Manager / Fleet
Relationship Managers		Relationship Manager / Fleet
Fleet Manager (day to day contact(s))		Fleet
Premium Fleet Services (PFS) Account Manager		WEX
Fleet billing		Fleet
Fleet maintenance		Fleet
Fleet technical		Fleet
Determine fleet expectations		Fleet / Relationship Manager / PFS
Determine whether roll out is at once or staggered		Fleet
Finalize implementation schedule		Fleet / PFS
Establish account profiles and hierarchy requirements		Fleet / PFS
Determine needed credit line		Fleet / WEX
Determine fleet's electronic capabilities		Fleet / PFS
Determine billing requirements		Fleet / PFS
Determine reporting requirements		Fleet / PFS
Determine account maintenance (WEXOnline) requirements		Fleet/PFS
Determine fleet training needs and create training plan		Fleet/PFS
Provide format for auto upload of fleet data into WEX system		PFS
Account information verified (prior to loading)		Fleet/PFS
IMPLEMENTATION - Timeline depends upon size and complexity, but typically 60 days		

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4 or 6 digit personal prompt identification number?		Fleet
Prompt IDs provided by fleet or randomly generated by WEX System?		Fleet
Determine card design and embossing requirements		Fleet
Determine card types and restrictions		Fleet
Verify card information		PFS
Establish billing process and where invoices are sent for reconciliation and payment		Fleet /PFS
Establish payment terms		Fleet/WEX
Establish rebate process		Fleet/WEX
WEXOnline – fleet user enrollment		Fleet/PFS
Test applicable billing files and reports		Fleet/PFS
Execute training plan		Fleet/PFS
Create Training materials and Driver guides		PFS
Establish dispute process		PFS
Establish problem resolution process		PFS
Issue and distribute new fleet cards (confirming receipt)		PFS
POST-IMPLEMENTATION	**30 days**	
Review first set of reports		PFS
Are reports received on time and meeting fleet's needs?		PFS
Review first set of invoices		PFS
Are invoices received on time and meeting fleet needs?		PFS
Are payments being received on time?		PFS
Survey fleet to obtain feedback on implementation		PFS

Depending on the project plan that is mutually agreed to WEX will work to meet all requirements in the allotted time. A typical implementation takes around 90 days, but that can vary based on the specific requirements a fleet may have.

Please refer to the following sample Implementation Plan for a step-by-step list of implementation activities and the responsible party. This plan will be expanded and modified to meet your specific needs, including custom plastic.

9.3 Contractor must provide an Implementation/Transition Communication Plan.

As addressed in requirement 9.2, the WEX Strategic Implementation Manager will create a communication plan as part of the overall project plan that WEX will put in place with the customer at the very beginning of the implementation. The communication plan will be mutually

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agreed to and provide for how communication will happen as well as resources and training for all users who are coming on board. This plan will call out any needed staff resources, how communication should take place as well as timing of any necessary communications and training.

WEX has been in the fleet fueling business since 1983, and has a long history of efficiently and effectively implementing fleet fueling programs for many of the largest commercial and government fleets in the United States. We believe customers who have worked with WEX, such as the references included in this response, will agree that our implementation process is unsurpassed when compared to our fleet card competitors. See sample implementation plan above for reference.

9.4 Contractor must provide qualified personnel during the implementation/transition process.

WEX would replicate the proven implementation process detailed above in 9.2 and 9.3 and engage the proper contacts at each of the participating entities, optimizing the sequence of implementation by the project plan that is put in place following the first meeting. Additionally, WEX will work to schedule group online training session, recorded training session and additional trainings in person as needed or required.

9.5 Contractor must provide Implementation Training Plan for all Purchasing Entities.

WEX would replicate the proven implementation process detailed above in 9.2-9.4 and engage the proper contacts at each of the participating entities to put in place project plans to ensure the above requirement and all other needs are met.

9.6 Contractor must provide access to online test-environment for Participating State and Purchasing Entity testing during all phases of the account setup process. The system must look, act, and demonstrate all aspects of the "live" system.

Although WEX does not have a customer-facing testing environment, we typically provide account access at the time of account creation to users who desire early access. This is done so customers can familiarize themselves with the site as the WEX Strategic Implementation Managers are standing up all of the specific aspects of the account for the end-users. This process allows fleets to see how their actual account's specific details will look and feel. In terms of online or in-person training, WEX also provides access to the actual system interface and can walk users through typical set-ups in live webinars or other in-person training.

9.7 Contractor must agree that at the end of any applicable Master Agreement or Participating Addendum, should any Participating State conduct another procurement and award a new contract, the Contractor will work with Participating State to ensure that an efficient and effective transition takes place within nine (9) months.

WEX agrees to this requirement and that we would make every attempt to ensure that contract close-out and transition to a new contractor is successful, and would assign a close out and transition team to carry this out. This team will be assigned by WEX no later than one hundred twenty (120) calendar days prior to expiration of the Contract.

WEX understands that the State may have a need for WEX to continue providing any part or all of the services required under the Contract for a period not to exceed one hundred twenty (120) calendar days after expiration or termination of the Contract. If this need exists, upon written notification by the State, WEX will provide services for that period or until the State notifies WEX in writing to cease providing services, whichever is sooner.

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Coordinating the card, driver and account terminations in our system to coincide with the timing of their transition has been our primary focus and action. WEX will continue to provide reporting as needed, communicate with the customer about how long they will need online access, and either only suspend the accounts accordingly until online access is not needed and then terminate the accounts and associated online logon(s). We will work with the customer to establish a reasonable date or phase out of WEX card usage, so that there is no interruption in service, and keep credit on the account accordingly if there are no credit issues. If there are credit issues we will communicate with the customer and the bank to work out a plan to switch to the new provider when needed. The goal of the plan and the continuous communication to the fleet is to provide uninterrupted fueling and reporting. All of these activities are performed by an account manager per an authorized fleet contact request.

10. PROGRAM GROWTH

Throughout the life of the Master Agreement/Participating Addendum and through the growth of each Participating State's programs, it can be anticipated that new Purchasing Entities and new cards within exiting Purchasing Entities will need to be added.

10.1 As the marketplace changes and technology advances, card products and service may also expand. If the awarded Contractor proposes an additional product or service, that request must be submitted to the Lead State for review and approval. Request must include:

- Full description of product/service;
- Full implementation plan, including level of effort and timeline;
- Full communication plan; and
- Full training plan.
- New card products and services must not impact the rebate/incentive share or have any additional cost to the Participating States or Purchasing Entities. Addition of any card product or service to the Master Agreement is at the sole discretion of the Lead State. Participating States will have the option to allow or exclude new card products or services in the Participating Addendum.

10.2 While the goal is for a majority of Purchasing Entities to enroll in the program prior to the program effective date, it is understood that some Purchasing Entities will need to be integrated after the program effective date and additional Purchasing Entities will join throughout the program term.

WEX would encourage full participation at the outset to maximize training resources and transmit standardized information to all participating entities. However, WEX has no issues in meeting this requirement and providing whatever levels of support for the on-boarding of the new participating entities individually as they join.

10.3 Adding cards to an active Purchasing Entity account.

An active purchasing entity account requires no extra paperwork or agreement to add cards to that account. As long as an authorized contact is making the request.

Fleet Card Enrollment Process: Existing State Agency Accounts

Program administrators can add cards and drivers via the Fleet Manager WEX's online module named, WEXOnline®, through WEX customer service or the State's Premium Fleet Services Account Manager. The Premium Fleet Services Account Manager is a one to one point of contact

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assigned to the State to day to day operation support and account needs. The Fleet Manager module allows the fleet manager to add, edit, suspend, reactivate, and terminate cards and drivers, to add and manage card controls, and to view and download invoice details. You can also:

- Assign card to driver, vehicle or location
- Transfer cards from one account to another
- Group cards into authorization profiles to enforce your purchasing policies
- Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes (initially added during the implementation phase)
- Edit account information

Card orders: WEX will process requests for replacement cards for lost, damaged, or stolen cards within one business day. If notification is received by 3:30 p.m. Eastern Time, you can have cards sent that day. You can use your own shipping account number or be charged a fee to cover the shipping costs. The WEX overnight fee, is included in the pricing evaluation for the RFP. If a WEX card is lost or stolen, it should be reported immediately to our Customer Service Department by calling the toll-free number. The Customer Service Department is available 24 hours a day, 365 days a year. The fleet can also notify WEX of the loss, theft, or unauthorized use of any card or account electronically through WEXOnline®.

10.4 Contractor is expected to promote the card program.

WEX currently provides fleet fuel cards for 24 states, and has governmental and tax-exempt customers in all 50 states. Our State customers represent more than 375,000 cards. Additionally, WEX provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for the GSA Fleet, as well as to the Departments of Homeland Security, Energy, Treasury, and Agriculture. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards.

WEX offers and actively markets its card programs to municipal and other public entities within member states so as to extend the benefits of the program throughout member states. See **ADDENDA** for examples of how WEX markets its government card programs to political subdivisions within a participating entity.

WEX employs an outside sales team as well as two inside sales representative who are dedicated to Government Contract Support for promoting and onboarding eligible entities to support contract growth. In addition to these resources, WEX actively participates in government-specific trade shows and associations to actively promote and sell our products and services to grow our contracts. Some of these events include the NASPO Exchange, NCSFA, NIGP, NAFA, GFX, state-specific shows showcasing their contracts, and many others.

Over the years, WEX has seen tremendous growth and high retention rates for all our state-held contracts, cooperative contracts, and political subdivision participation within those contracts.

11. Card Design/Embossing, Delivery & Activation

11.1 Contractor shall be responsible for the embossing and printing of the cards to each Participating State's specifications. Each Participating State will be responsible for furnishing the necessary artwork (digital file) to the Contractor.

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11.2 Each Participating State reserves the right to change the card design during this contract, and if doing so, will provide the artwork needed to make changes.

11.3 Contractor must be able to deliver cards overnight when requested by the Purchasing Entity.

11.4 Customization options to the front side of the card will include verbiage and/or logo or graphic and embossing including but not limited to:

- Participating State
- Purchasing Entity
- Program/Department Name
- Cardholder Name
- Picture/Logo
- Phrase (i.e. "FOR OFFICIAL USE ONLY")
- Embossing Line, ALPH OR NUMERIC VERBIAGE
- Contractor supplied options

Card embossing, production, and distribution process.

WEX is able to meet the above requirements as stated. Our embossing capabilities and card design enable customers to customize the information that is imprinted and printed on the cards. There are two lines for embossing. The first line is usually designated for the account name, while the second line can be used to identify the associated equipment or driver. Each line will accommodate up to 24 characters. The account number, card number, product restriction (such as "Fuel Only"), and expiration dates are printed on the front of the card. Embedded in the card's magnetic strip are the card number, expiration date, prompt, and restrictions, if any.

The WEX Fleet Card is a standard-size plastic charge card with an encoded magnetic strip on the back. The strip is encoded with the account and card information which, when read at the point of sale, is married in our systems with Level III data obtained during the transaction.

Although we use the highest grade plastic that is rated for longer periods of use, our standard term for card expiration is three years. WEX uses a three-year active period for our cards due to the wear and tear on the magnetic strip that requires a card to be replaced for optimum performance. WEX ships new cards 45 days prior to expiration to ensure that your drivers will never be without an active card. On request WEX can renew cards earlier than the standard 45 day prior to expiration to allow the fleet more time to swap out cards. Some competitors offer longer card terms on equally rated card stock prior to replacement. We prefer to replace cards before they become problematic for your drivers and detrimental to the efficiency of your fleet operations.

WEX will process requests for replacement cards for lost, damaged, or stolen cards within one business day. If notification is received by 3:30 p.m. Eastern Time, you can have cards sent that day. You can use your own shipping account number or be charged a fee to cover the shipping costs.

If a WEX card is lost or stolen, it should be reported immediately to our Customer Service Department by calling the toll-free number. The Customer Service Department is available 24 hours a day, 365 days a year. The fleet can also notify WEX of the loss, theft, or unauthorized use of any card or account through WEXOnline®. Subject to any limitations imposed by applicable law, the fleet will be liable to WEX for all unauthorized use of a card until you notify us of such use.

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Once a card has been reported as lost or stolen, it is immediately invalidated in the WEX system. After cancellation, all electronic authorizations associated with the card are declined at the time a purchase is attempted. Once WEX receives proper notification, the fleet will be relieved from liability for any subsequent charges to the card.

WEX will work with each participating entity to customize plastics types.

11.5 Physical cards will be delivered to the Purchasing Entity or Cardholder at the address specified by the Purchasing Entity.

WEX cards can be shipped directly to the address specified by the user making the card order. Standard card orders are set to go out via Standard US Mail at no charge. WEX does offer expedited shipping options of overnight and two-day shipping. WEX cards can also be delivered using the carrier specified by the fleet (e.g., the U.S. Postal Service, FedEx and UPS). There is a fee for expedited orders if you choose not to use your own shipping account. For all card orders of five or more cards, WEX ships via USPS Parcel to provide a tracking number for the order. This is done at no extra cost and helps provide visibility into card orders that would not be trackable through regular mail.

11.6 Purchasing Entities must be able to decide if cards are delivered active or inactive.

WEX typically ships cards in active status. WEX can accommodate cards being shipped inactive; we only need to be notified of that request at the time of card order. We will change the cards to suspended status once the file is sent to our card production. Card status can be changed to active when the customer is ready to begin using the cards. WEX cards can also be suspended on arrival by authorized users and WEX can assist with any mass card activations on our end.

11.7 Purchasing Entities need to have the ability to have cards delivered in batches (i.e. Division A, Program 1) as determined by the Purchasing Entity.

The customer can order cards in batches using the WEXOnline® module or the Premium Fleets Services Account Manager can work with the customer to order new cards or reissue cards in batches using a Data Collection Document (DCD) for orders exceeding 100. The PFS Account Manager has access to and can provide to the customer delivery tracking information for USPS card orders totaling five or greater and tracking on expedited card orders at no additional cost.

11.8 Card re-issuance.

Accounts can be set up with different expiration dates, and account expiration dates can be changed by the account manager to renew early. Both measures are precautions to avoid a mass-reissuance of cards.

In the normal course of business, files of reissuance cards are sent to the vendor on the 1st and 15th of the month prior to the month in which cards expire. Cards expiring on August 31 are sent to the vendor on July 1 and 15. Cards are completed and mailed to the customer within seven business days of receipt of the file and shipped via regular mail.

For Purchasing Entities requiring more time, WEX can perform an early card renewal given the entity the time needed to complete their re-issuance. This is available on request from the entity to the Premium Fleet Services Account Manager.

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11.9 Mass re-issuance of cards for a Purchasing Entity avoidance process.

Accounts can be set up with different expiration dates, and account expiration dates can be changed by the account manager to renew early. Both measures are precautions to avoid mass-reissuance of cards.

WEX is flexible in that we are always looking to work to meet the needs of our customers. If there are specific re-issuance scenarios a fleet may be concerned about, WEX will work with that entity to mitigate and put in place precautions to avoid a mass re-issuance scenario.

12. TRAINING

Initial and ongoing training are critical to each Participating State's ability to manage their program. Each Participating State may have additional training requirements and will be negotiated in the Participating Addendum. At a minimum, training will include:

12.1 Contractor must provide System User Guides online and accessible through the web-based card management system.

12.2 Contractor must provide ongoing training for the life of the contract. WEX will provide initial training at agreed upon sites, ongoing as-needed training, and re-training as required via the following delivery methods: in-person training, webinars, phone conference or a combination of those.

Upon the initial implementation, your WEX Strategic Implementation Manager will train the fleet management team in how to perform the following functions. Online or in person system training typically takes 60 to 90 minutes, depending on questions:

WEXOnline® Account Maintenance

- User ID/Password Creation and Site Overview
- View Hierarchy/Account Search
- Card Maintenance
- Vehicle Maintenance
- Driver Maintenance
- Invoices
- Authorization Controls
- Address/Contact Management
- WEXOnline® Account Financials
- Accounting Fields/Codes
- Accounting Profiles
- Transaction Management
- WEXOnline® Reports
- Ad hoc Reports
- Exception Reports
- Custom Report
- Standard Reports
- WEXOnline® Resource Tools
- Accepting Locations
- Fuel Price Mapping

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- Alternative/Diesel Fuel Directory
- WEX Index Top Metro Report
- WEXOnline® Administration
- View /Add Online Users
- View Pending Requests
- Add/View Roles and permissions

Training can be divided into specific segments depending on the administrator's duties. WEX will work with the State to organize tailored online training per users' assigned roles.

WEX will provide recorded training sessions that can be posted to the State's intranet site as an additional tool. Multiple trainings can be recorded based on the audience's role e.g., full access or read only.

12.3 Contractor must provide web-based training.

WEX is able to provide training for all of the above requirements and will hold ongoing WebEX and in-person training sessions at a frequency determined by the State of Washington/NASPO and any other Participating Entity. For instance, WEX could host monthly WebEX/online trainings for new employees and those who need refresher training. Items included in the training are customizable depending on the need, but typically consist of all of the needs mentioned in Question 12.3 plus:

- Program policies as dictated by the member states
  - Card usage at retail locations
  - System access
  - Customer Service Support
  - Updated technology
  - Best practices
  - Industry trends

12.4 Contractor must provide onsite/classroom training for Program Administrators

WEX agrees to and will hold onsite, in-person training sessions for Program Administrators at a frequency determined by the State of Washington/NASPO and any other Participating Entity.

12.5 Contractor must provide onsite User group forums.

WEX will hold ongoing in-person training and user forum sessions at a frequency determined by the State of Washington/NASPO and any other Participating Entity for whatever subject matter, best practice sharing, account reviews, raising concerns or any other need the customer may have. Many times these user forums are a great time for Participating Entities to share new or reinforce existing polices as well for their users. Items included in the forums are customizable and can meet all of the above requirements.

12.6 Contractor must provide written User reference guides, both extensive and quick guides.

WEX will provide reference guides that are detailed and provide quick summaries as part of the implementation project plan. Other reference guides exist throughout WEX's various systems. For example, The WEXOnline® module has PDF help guides that provide step-by-step instructions to navigate the different modules available.

The following PDF help guides are available:

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- Homepage. View news and events, pending online user requests, flexible exception report notifications, and search and select both accounts and organizational units.
- Fleet Manager. Managing cards, drivers, vehicles, authorization profiles, accounts, org units (or departments), contacts, and addresses.
- Financials. Provides access to accounting fields and definitions, and allows you to assign financial profiles throughout your hierarchy.
- Reports- Guides the user through the various reporting tools to meet your analysis needs.
- Resource Tools. offers various, commonly-requested reporting tools to help locate sites where your fleet card can be used, to assist you in finding diesel and alternative fuel sites, and to direct you to locations with the lowest price per gallon.
- Administration. Manage online users, view the roles and permissions to which these users are assigned; create custom roles to meet your security needs.

The Implementation Manager will also work with the Agency to create a WEXOnline® Summary Guide that outlines how agency nuances and requirements will be captured and reported through the system as well as quick-step guides for the online system.

12.7 Contractor must provide updates to the user guides will be proactively communicated.

Improving our end-user assistance, WEX is shifting away from static PDF user guides in favor of an online contextual and embedded help management system that's always available and is updated dynamically. PDF user guides will remain available on the site as we continue to add embedded content to the contextual and embedded help management system.

- New contextual and embedded help management system content is prioritized based on information communicated from the call center, account reps, and direct user feedback. When new information is added, on-screen alerts appear.
- Adding new contextual and embedded help management system content is ongoing, and new walk-throughs are added as quickly as resources and capacity allow.
- Our site is coded such that video content can be generic or, if state-specific tutorials are available and supplied to WEX, branded by state.

12.8 Additional training.

During the implementation phase WEX will source feedback from user to craft training to ensure customer input is received, needs are prioritized, training is tailored, the venue it needs to be presented in and how it is communicated. At the conclusion of the implementation, the Implementation Manager will create a final document outlining the program as implemented for a given Participating Entity and capturing the nuances of the different Agencies along with any customized servicing or reporting that has been designed for your team. This is a collaborative process between the customer and WEX and will be maintained throughout the life of the contract for support on an ongoing basis.

See the response in 12.7 regarding how our system also provides dynamic training updates with pertinent on-screen alerts that notify of new training topics and learnings supplied by our call center, account reps, and direct user feedback.

WEX will also provide training on an ongoing basis as technical releases are completed to ensure the Agencies are taking full advantage of all the WEX offerings. Your Strategic Relationship Manager along with your Premium Fleet Services Account Managers will work with the

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Participating Entities to schedule additional training sessions as required or requested after the initial implementation is completed.

12.9 Reserved

13. RESERVED - See Payment Terms Section 6.

14. LIABILITY

14.1 Purchasing Entities shall have no liability for lost or stolen cards upon notification to the Contractor or fraudulent use of any card products.

15. FRAUD PROTECTION

15.1 Contractor shall report fraud transactions, and the resulting credit issuance(s) to the Cardholder and the Purchasing Entity Program Administrator through real time notifications.

15.2 Contractor or system must be capable of providing a daily (at a minimum) fraud and declined transaction report as requested by the Purchasing Entity.

15.3 Contractor must provide external fraud protection coverage for the following types of occurrences including, but not limited to:

- lost/stolen cards
- counterfeit cards
- skimmed cards
- unauthorized internet transactions
- fraud patterns
- account takeovers

Fraud protection coverage plan.

The WEX Fraud team looks for and provides protection coverage for the types of occurrence listed above. In our experience, efforts by WEX's Fraud Department, in tandem with a customer's use of a fleet management policy; controls; and alerts, along with careful review of all reports, including exception reports, helps substantially reduce exposure to abuse and fraud, and any associated losses.

WEX has instituted business practices designed to help you detect and reduce fraud and/or misuse of the WEX card. WEX's Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts:

Primary Functions
• Review Transaction activity
• Identify potentially abusive or fraudulent behavior
• Notify customers when such behavior occurs

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Our Fraud Department makes every effort to detect unusual or excessive purchase activity using constantly evolving techniques and reporting. If such activity is detected, an analyst will contact the fleet manager to bring it to their attention, noting details such as:

"Red Flag" Activity Indicators
• Date and time of purchase
• Merchant location
• Product purchased
• Driver identification number used to conduct the sale
• Dollar amount

Our Fraud Department has been instrumental in providing recommendations to prevent fraud from occurring, proactively working to identify fraudulent transactions, and working closely with fleets, merchants and appropriate authorities to minimize losses and prevent such situations from continuing or recurring.

WEX will terminate compromised cards within 48 hours if there are no fraudulent transactions. If WEX discovers a suspicious transaction, the card is terminated immediately and WEX will attempt to contact the fleet for verification. If the transaction proves to be legitimate, WEX can reactivate the card.

There are currently approximately 40 members of in WEX's fraud department. WEX works with state and local law enforcement, in all 50 states, in an effort to prosecute those who commit fraud with the WEX card.

WEX only covers liability for losses for counterfeit/skimmed transactions. For lost or stolen cards, liability only applies after the customer reports a loss.

If a WEX card is lost or stolen, it should be reported immediately to our Customer Service Department by calling the toll-free number. The Customer Service Department is available 24 hours a day, 365 days a year. The fleet can also notify WEX of the loss, theft, or unauthorized use of any card or account through WEXOnline®. Subject to any limitations imposed by applicable law, the fleet will be liable to WEX for all unauthorized use of a card until you notify us of such use.

Once a card has been reported as lost or stolen, it is immediately invalidated in the WEX system. After cancellation, all electronic authorizations associated with the card are declined at the time a purchase is attempted. Once WEX receives proper notification, the fleet will be relieved from liability for any subsequent charges to the card.

15.4 Contractor must provide program screening activity for external fraud patterns and the process for communicating potential external fraud with Cardholders and Program Administrators.

In recent years, white plastic fraud has become the most significant form of fraud in the fleet card industry. White plastic is the result of a third party stealing card information and loading that information onto a new card for the purpose of conducting fraudulent transactions. In the cases that we see, the data is primarily acquired through devices placed into Automated Fuel Dispensers (AFDs). The devices allow the perpetrators to capture the card numbers, Driver IDs, and odometer readings as they are input at the pump. It is important to know that it's not just WEX cards that

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are affected by gas pump skimming; any other gas or bank card used at the same pump during the time a device is in place is also at risk of being compromised.

WEX uses the data available to us in an attempt to discern the Point of Compromise (POC) for each identified occurrence of white plastic. We use this data to review other cards used at the same location during the same time period for possible abuse. Based on this information and other variables, we determine which cards are most at risk for having white plastic created.

WEX also regularly communicates fraud patterns to our customers on an ad-hoc basis.

Finally, as a global payments innovator with more than 35 years in the market, WEX has developed SaferPayments, a **true 24/7 real-time system** that prevents fraud by intercepting fraudulent transactions "in-flight," generating case queues for subsequent investigation and, in specific cases, triggering email alerts to customers.

SaferPayments is capable of preventing fraud at the holistic individual portfolio level, either during the authorization process or at the payment gateway. SaferPayments can prevent first party fraud and enforce business policies in one single instance for a true multi-channel/ multi-portfolio application. SaferPayments has been carefully programmed to prevent the authorization of the highest number of suspicious transactions possible without negatively impacting the customer experience by minimizing the number of "false positive" transactions that are stopped.

SaferPayments is an artificial intelligence based software that identifies risky transactions during the authorization process within milliseconds to prevent the degradation of authorization response times from the WEX authorization system. Transactions above a certain "suspicious level" will be declined, while all other transactions will be allowed to pass. SaferPayments delivers exceptionally accurate results at high fraud detection rates without impacting the customer experience. SaferPayments can detect anything from an unauthorized transaction due to a lost or stolen card, a compromised account (skimming, data breach, account takeover), or a potentially illicit transaction (money laundering, drug smuggling, etc.).

SaferPayments can both detect *and* prevent fraud. SaferPayments is both versatile and easily configurable, allowing WEX to maintain the fraud models internally, yet still provides robust fraud management capabilities. Using advanced machine learning algorithms, SaferPayments continuously "learns" as it aggregates transactions streaming through the solution to detect trends at a portfolio, customer, channel, product, and transaction level. WEX controls the settings that allows the WEX transaction authorization system to "pass", "pass, but flag for review", or "deny" any transaction or group of transactions.

Most traditional "neural" or "anomaly detection" software solutions rely heavily on pre-coded patterns of transactions or geolocation monitoring. They lack the ability to learn as they go and monitor all levels of a card portfolio. They also will typically only "flag" a transaction for review, but may not be able to actually stop a potentially fraudulent transaction from getting through the authorization process.

SaferPayments "learns" as it streams transactions through its logic. SaferPayments is able to monitor trends and activity at the portfolio, channel, customer, product, and transaction levels.

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The logic within SaferPayments is highly configurable and as fraud trends are identified, will apply past learning, patterns, and trends to new transactions that stream through its logic engine. SaferPayments has multiple levels of detection which can actually prevent a transaction from authorizing or can flag a transaction for review by the fraud team depending upon scoring logic.

SaferPayments model maintenance requires no vendor intervention, enabling WEX to update models internally on a daily basis.

15.5 Fraudulent charges and communication.

WEX sends an immediate email notifying of potential fraud transactions. We don't execute massive "block and reissue" of potentially compromised cards. Our strategy involves enhanced monitoring of cards involved in a compromised event using Safer Payments decision intelligence (see 15.4).

15.6 Fraud deterrent of an EMV chip.

WEX will begin issuing chip cards in 2020 and will have a proprietary chip card live in market before the scheduled EMV liability shift in October 2020. This is in accordance with the industry wide movement led by the major card brands to require EMV chip usage at pay-at-the-pump fuel terminals.

An added benefit of the WEX chip cards will be that card renewal cycles will go from three years on current plastic to five-year renewal cycles (card expiration date). This will give fleets that added benefit of not having to deal with card swap outs due to expiring cards as often and help relieve some of that administrative burden.

WEX's current WEX Spec Compliance Policy requires that all WEX accepting merchants are able to accept a WEX chip card by October 2020 or merchants will cover the costs of any counterfeit fraud.

WEX developed its proprietary chip card in partnership with FIS, Multos and Gemalto, world-class leaders in chip card technology. This is the first fleet-centric chip applet designed specifically for the U.S. fleet industry, spec-based and customized for WEX Fleet.

Despite technological advances WEX is developing in the card, not all retail fuel merchants will choose to invest in chip card readers at the point of sale or at outside payment terminals due to the significant financial investment required. Some merchants will accept the risk of liability for fraudulent transactions. Because of this, the WEX Fleet card will have both a chip and magnetic stripe for many years to come.

WEX has taken a thoughtful and comprehensive approach to its chip card development:

- Because WEX's reputation is based on customer security and satisfaction, WEX chose to use a proprietary chip applet -- not a consumer based chip applet -- in order to continue to be the market leader in Fleet technology.
- The WEX research and development team initiated planning years in advance with a goal to define a lasting standard, and to release the highest quality solution for commercial fleet at the right time.

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- WEX is building a WEX Chip Issuance Roadmap to provide a seamless transition to WEX chip cards for our fleet customers.
- WEX also is working directly with our WEX-accepting merchants, their payment processors and their POS/pin pad vendors to build and to ensure compliance of the WEX chip.

15.7 Contractor or system must provide a way for Purchasing Entities to report fraudulent activity, lost, or stolen cards. Purchasing Entities also know it is important to be able to verify credentials of someone reporting such activity.

If a WEX card is lost or stolen, it should be reported immediately to our Customer Service Department by calling the toll-free number. The Customer Service Department is available 24 hours a day, 365 days a year. The fleet can also notify WEX of the loss, theft, or unauthorized use of any card or account through WEXOnline®. Subject to any limitations imposed by applicable law, the fleet will be liable to WEX for all unauthorized use of a card until you notify us of such use.

WEX will process requests for replacement cards for lost, damaged, or stolen cards within one business day. If notification is received by 3:30 p.m. Eastern Time, you can have cards sent that day. You can use your own shipping account number or be charged a fee to cover the shipping costs.

Once a card has been reported as lost or stolen, it is immediately invalidated in the WEX system. After cancellation, all electronic authorizations associated with the card are declined at the time a purchase is attempted. Once WEX receives proper notification, the fleet will be relieved from liability for any subsequent charges to the card.

WEX actively works with authorities at both local and federal levels to help authorities identify and apprehend individuals associated with White Plastic and/or Skimming. This level of engagement sometimes involves undercover surveillance which could be jeopardized by an unknowing individual pursuing an investigation on his or her own.

WEX may assume liability (financial loss) for white plastic cases. WEX may also require the impacted fleet to submit a dispute form or an Unauthorized Use Affidavit. This notarized document may be requested should the matter be prosecuted and it enables WEX to submit information in a court proceeding as evidence. Without the formal notarization, the claims we are prosecuting on your behalf may be disallowed.

It is important to remember that diligence and responsiveness are also important for fraud mitigation:

- Timely review of transaction data and reports is critical to fast identification of suspicious activity.
- Expeditious reporting (including submission of the Unauthorized Use Affidavit, if requested) of any suspicious transactions.
- Drivers should be encouraged to report to Customer Service anything unusual at stations, such as a pump that may have been tampered with/opened or a card reader that appears abnormal.

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15.8 Contractor or system must provide a way for Purchasing Entities to track reported fraud transactions to completion (closure).

WEX offers a comprehensive fraud prevention and management program. Most recently, we have been beta testing an enhanced customer facing claims management interface with a large government customer. This tool allows customers to view each claim, the claim number, type of claim, card number, date reported, age of claim, total dollars, claim status and date of resolution. Upon resolution, an email is sent to the fleet for notification. The information in the interface can be exported into a report (on demand or scheduled) so it can be easily shared with others in your organization. Once beta testing is complete, we expect to deploy this solution to other large customers. We expect this to be in place before the contract effective date of January 1, 2021.

15.9 Contractor or system must be able to resolve mass attacks (i.e. fraudulent low value charges on multiple cards at once) without requiring action from the Purchasing Entities.

This type of attack is not a risk to WEX Fleet card holders, as our transaction processing occurs on a closed-loop network, not over the Internet.

Regarding other Web-based applications, OWASP standards are built into development processes, and manual testing is performed in addition to peer review as required by our SDLC. WEX uses an automated dynamic application security testing (DAST) solution that scans web applications to find vulnerabilities and provide guidance on remediation.

WEX receives vulnerability announcements for relevant systems from vendors, third parties, NIST, FDIC, FBI, and other threat feeds, and has a dedicated security operations team managing and maintaining the vulnerability management program. The vulnerability management procedure requires a ticket to be generated and assigned to Information Technology operations teams for patching.

16. Disputed Transactions

Purchasing Entities will pay according to the contract payment terms; however, in instances of dispute, the charges must be placed in suspense until there is resolution. The Contractor must propose a timely dispute procedure to ensure that the payment network charge back rights do not expire. If upon resolution of a dispute it is found that the transaction was actually an authorized charge, the Participating Entity will be liable for the payment within the payment terms as described herein.

16.1 Contractor must provide a resolution procedure for dealing with disputed transactions resulting from unauthorized charges, errors in cardholder billings, or problems with charges for merchandise or services that are not resolved between the Cardholder and Merchant.

Disputed Transaction Detail

- How users will notify the Contractor
- Ability to dispute transactions electronically as well as track through final resolutions of the charge
- Instructions for cardholders
- Instructions (including invoice adjustments) for billing offices
- Provisions for prompt investigation of disputed items

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- Provisions for reporting/disposition on resolution of dispute to cardholders, approving officials, Program Administrators, and billing office
- Provisions for system identified disputed related credit or payment on resolved dispute.
- Any limitations on the timeline of disputed transactions.
- Any details on what components of the transaction can be disputed

The WEX transaction dispute process is outlined below:

1. A customer must notify WEX in writing of a disputed transaction within sixty (60) days of the billing date of said transaction. WEX requests that the customer to provide as many details regarding the transaction and the reason for dispute as possible, including, but not limited to the following: card number, driver identification number used, transaction date and time, transaction dollar amount, and reason for dispute. Additional information may be requested as necessary to facilitate the investigation.
2. The fleet's written dispute is then forwarded to the applicable department for follow up and investigation. If the dispute involves an allegation of abuse or fraud, it will be handled by WEX's Fraud Department and the dispute process may vary from the standards as outlined below depending on the nature and validity of the claim.
3. If the disputed transaction occurred inside the fueling location and required a signature from the cardholder, WEX may request a copy of the sales draft from the merchant. As a result of the ticket request, the fleet customer will receive a memo on their invoice noting that a transaction is in dispute.
4. Once the applicable merchant provides a copy of the sales draft, it will be reviewed for compliance with the fleet program. If WEX determines that the sale is valid in accordance with the program, the disputed charge balance will be carried forward for payment and will be subject to applicable late fees. Payment is expected during the next billing cycle. Copies of the sale draft are then forwarded to the fleet for review.
5. In the rare event that the transaction in question is determined to be a duplicate transaction, it is not necessary for WEX to request a copy of the ticket from the merchant. After receiving the fleet's dispute in writing and confirming that the transaction is a duplicate, WEX will permanently credit the account within five (5) business days.
6. If the disputed transaction occurred at an automated facility, a copy of the sales draft would not be available as no signature is required and swipe of the card into the card reader establishes that the card was present at the time of sale. Pursuant to the terms of our Agreement, "...use of a Card and DIN and entry of the applicable sales data into the card system will evidence (your) Agreement to pay for such purchases."
7. In the rare occasion that a technical error occurred at an automated facility, WEX will perform an investigation into the dispute sale.
8. Upon conclusion of the investigation, WEX will communicate the outcome of the investigation to the fleet customer. If a credit for a disputed transaction is warranted, it will be applied against the current billing period.

**Disputes of WEXPay™ transactions are subject to the MasterCard dispute process.*

Online Dispute Process

Provisioned users can use WEXOnline® to request ticket copies, initiate a transaction dispute on a single or multiple transaction(s), and maintain visibility until resolution.

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Current rules about what types of transactions cannot be disputed (e.g., private site, transactions, aviation transactions, island card reader, etc.) still apply. Onscreen instructional text and error messaging will be displayed if a transaction doesn't meet the dispute criteria.

Fraud-related dispute requests can be initiated within WEXOnline®, but due to their urgent nature, these disputes are immediately routed to the WEX Fraud Department for analysis and review. Given their sensitive disposition and circumstance, information about fraud-related disputes, including their status, will not appear in WEXOnline®, and instead will follow existing communication channels.

WEXPay™ transactions cannot be disputed online and must follow the existing process. Onscreen error messaging with a hyperlink to the dispute form will appear if this type of transaction is selected.

17. Card Acceptance

17.1 Card acceptance is critical to state business and is a scored element of this Competitive Solicitation.

The WEX Fleet Card offers acceptance in all 50 states, at more than 95% of U.S. retail fueling locations, all of which provide Level III data. The card is accepted by all major oil companies and fuel retailers, as well as independent merchants, in urban, rural, and remote locations. The WEX Fleet Card is also accepted at approximately 4,500 locations in Canada. Although the number of accepting locations fluctuates due to gas and service stations opening and closing, the WEX card is currently accepted at more than 132,000 retail locations. Of these, approximately 120,000 offer fuel or both fuel and service; approximately 32,000 offer service or both fuel and service.

WEX Fleet DriverDash, our free mobile fuel payments platform, is now accepted at more than 25,000 US fueling locations, with frequent new acceptance announcements. DriverDash is an industry-first, fleet fuel card mobile payments application. WEX Fleet DriverDash sets the fundamental framework and acceptance for how future payments will be made, including by the vehicle itself. As connected car technology grows and becomes more accessible, the need for these type of mobile payments applications and interfaces will continue to grow. Mobile payments are safer, more secure, and provide a greater level of flexibility and accuracy for what can be prompted for at the time of purchase.

WEX is always increasing its acceptance coverage for fuel, marina and service locations. Because we currently have acceptance at more than 95% of all U.S. fuel sites, our merchant acquisition strategy is driven by the needs of our fleet customers requiring service in remote areas or acceptance outside of domestic coverage. If a fleet customer identifies specific fueling needs, WEX will work toward signing any needed location

If the customer has merchants that they would like to be part of the WEX accepting network who do not already have direct acceptance or cannot utilize the WEX*Pay*™ tool, we will request the following information from the fleet:

- Merchant name
- Merchant address
- Merchant contact person
- Phone and fax numbers
- Expected utilization/volume from your fleet

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- Name and phone number of fleet employee requesting WEX card acceptance

WEX will work with all interested parties toward gaining acceptance at the location. This includes either direct agreements or acceptance through our partnerships with network sales organizations and acquirers.

Number of WEX-accepting locations, July 2019:

Fuel, United States	137,862
Fuel, Canada	~ 4,500
EV (US)	~ 66,000
WEXPay (US)	~ 398,000

Item Details

File Number: 2024-0071

ID #:	2024-0071	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	8	**In Control:**	City Council
				File Created:	10/03/2023
Presented By: :				**Final Action:**	10/17/2023

rmal Title: Approve the continued use of State of Florida contract with WEX Bank for fuel card services with an increased total contract expenditure of $180,000

Internal Notes:

Target Meeting: 10/17/2023

Agenda Number: 8i.

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - State of Florida - Alternate Contract Source - WEX Bank Fuel Card Services - 78181701-21-NASPO-ACS, State of Florida Contract Instructions, 2017 Council Report and Contract

Enactment Number:

:ommendation:

Hearing Date:

Entered by: sdobson@ocalapd.org

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/3/2023	Diana Boozer	Approve	10/5/2023
1	3	10/3/2023	Michael Balken	Approve	10/5/2023
1	4	10/4/2023	Jeannine Robbins	Approve	10/5/2023
1	5	10/4/2023	Tammi Haslam	Approve	10/6/2023
1	6	10/6/2023	Shay Roberts	Approve	10/6/2023
1	7	10/6/2023	John King	Approve	10/10/2023
1	8	10/6/2023	Patricia Lewis	Approve	10/10/2023
Notes:	This agreement was not sent through the Contracts Office for review.				
1	9	10/10/2023	Daphne Robinson	Approve	10/10/2023
Notes:	Modified Council Report to accurately reflect practices. Attached proper contract document and 2017 Council Report for context.				
1	10	10/10/2023	Chris Watt	Approve	10/12/2023
1	11	10/12/2023	Peter Lee	Approve	10/12/2023

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

1	City Council	10/17/2023 Approved	Pass

Action Text:

Notes: There being no discussion the motion carried by roll call vote.

Aye: 5 Council President Mansfield, Council Member Bethea Sr, Pro Tem Dreyer, Council Member Musleh, and Council Member Hilty Sr

Text of Legislative File 2024-0071

Approve the continued use of State of Florida contract with WEX Bank for fuel card services with an increased total contract expenditure of $180,000

BACKGROUND:

The Ocala Police Department is requesting to utilize a competitively awarded State of Florida contract for fuel card services from WEX Bank, as needed. This contract enables Ocala Police Department (OPD) personnel to purchase all grades of unleaded gasoline and fuel oil from participating gas station merchants at negotiated rates.

As a political subdivision of the state of Florida, the City of Ocala qualifies as an eligible user of Florida Department of Management Services ("DMS") alternate contract source ("ACS") agreements under Rule 60A-1.001, Florida Administrative Code. ACS agreements have been competitively solicited by governmental agencies and evaluated and determined by the Florida Secretary of Management Services to be cost-effective and to afford best value. DMS's ACS Agreement for Fuel Card Services, Contract No.: 78181701-21-NASPO-ACS, is effective for a 56-month term commencing on April 6, 2021, and expiring on December 31, 2025.

FINDINGS AND CONCLUSIONS:

WEX fuel cards are a convenient fuel option for OPD employees who are working undercover or who periodically work outside of the Marion County area and do not have access to the three (3) City-owned fuel islands available for use by City-owned vehicles within Marion County.

WEX also provides an online program which offers real-time fuel price mapping, participating station location information, and internal controls and reports for supervisors. The WEX fuel card program offers a 1.7% discount off the retail price of fuel. All rebates and credits are realized at the time of the transaction and are netted against the fuel card invoices quarterly.
Since its inception, OPD has expended $90,430.62 under Munis Contract No. OPD/211006 for fuel card purchases. The department estimates that an additional $89,569.38 is needed to cover projected expenses through December 31, 2025, thereby bringing the total contract threshold to $180,000.

FISCAL IMPACT:
OPD's fuel card services are budgeted under account 001-18-822-521-52020.

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Presentation By: Michael Balken

File #: 2026-0701 Agenda Item #: 10j.

Submitted By: TJ Fulmer

Presentation By: Darren Park

Department: Public Works

FORMAL TITLE:
Utilization of a cooperative purchasing agreement with Iteris, Inc., for the purchase of traffic signal travel time readers with connected vehicle capability in the amount of $384,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Travel time readers are installed at signalized intersections throughout the City of Ocala to measure travel times through corridors of signalized intersections. The data is used by the Traffic Division of the Public Works Department to develop traffic signal timing, optimization, and measure congestion.

The City of Ocala currently utilizes Velocity travel time units which have reached the end of their service life and are no longer supported by the manufacturer. These units are being phased out and replaced with new and more technologically advanced devices. Bluetoad Spectra devices offer enhanced features which include real-time traffic data and analytics, vehicle-to-everything (V2X) messaging, and compatibility with mobile and connected vehicle platforms.

FINDINGS AND CONCLUSIONS:
On December 18, 2025, Public Works sought a procurement exception to piggyback the contract awarded to Iteris by Seminole County, Florida. Seminole County competitively solicited travel time reading equipment under Invitation for Bid No. 604689-23. Iteris was the sole responsive bidder under the solicitation. The contract was awarded for a three year period through February 11, 2027. Iteris has agreed to extend pricing and services to the City of Ocala under the same terms and conditions as the Seminole County agreement.

Public Works staff has found the pricing offered to be competitive. Utilization of the Seminole County agreement enables the City to purchase at a trade-in discount of $1,060 per unit (line item #7 versus #6). The replacement units will be purchased and installed over a two fiscal year period.

Staff recommends approval.

FISCAL IMPACT:

Funding for these purchases has been budgeted in 109-023-201-541-54-52010 for Fiscal Year 2025-26 in the amount of $128,000 Fiscal Year 2026-27 in 109-023-201-541-54-52010 in the amount of $256,000.

PROCUREMENT REVIEW:
These goods were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

COOPERATIVE PURCHASING AGREEMENT FOR CONNECTED VEHICLE EQUIPMENT

THIS COOPERATIVE PURCHASING AGREEMENT FOR CONNECTED VEHICLE EQUIPMENT ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ITERIS, INC.**, a for-profit corporation duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN: 95-2588496) ("Contractor").

WHEREAS, after a competitive procurement process, Seminole County, Florida ("Seminole County") entered into a Term Contract for Connected Vehicle Equipment with Iteris, Inc. for the provision of Bluetooth travel time reading equipment, Seminole County contract number IFB-604689-23/LNF (the "Seminole County Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, City desires to purchase labor, services, and materials for the provision of Bluetooth travel time reading equipment pursuant to essentially the same terms and conditions provided under the Seminole County Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Contractor agrees to extend the terms, conditions, and pricing of the Seminole County Agreement to the City of Ocala, subject to the terms and conditions of the Piggyback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
   A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for Connected Vehicle Equipment as it may from time to time be amended or modified pursuant to its terms and provisions.
   B. **Seminole County Agreement:** shall mean the Term Contract for Connected Vehicle Equipment between Seminole County and Iteris, Inc., and its exhibits, as amended and attached hereto as **Exhibit A – Seminole County Agreement.**
3. **INCORPORATION OF SEMINOLE COUNTY AGREEMENT.** The Seminole County Agreement attached hereto as **Exhibit A** is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the Seminole County Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.
4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by

reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

A. Exhibit A: Seminole County Agreement (A-1 through A-34)

5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the Seminole County Agreement are modified and replaced, in their entirety, as follows:

A. The terms "Seminole County," or "County" shall be replaced and intended to refer to the "City of Ocala."

B. **COMPENSATION.** City shall pay Contractor a price not to exceed the maximum limiting amount of **THREE HUNDRED EIGHTY-FOUR THOUSAND AND NO/100 DOLLARS ($384,000)** over the contract term for the performance of the work and in accordance with the contract documents based on the most current prices set forth in **Exhibit A – Seminole County Agreement**.

C. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **FEBRUARY 18, 2026** and continue through and including **FEBRUARY 11, 2027**.

D. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **Public Works Department**, 1805 NE 30th Avenue, Ocala, Florida 34470 Attn: **Nick Blizzard** E-Mail: njblizzard@ocalafl.gov; Office: 352-351-6707.

E. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

F. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

G. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

H. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

I. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

6. **COMMERCIAL AUTO LIABILITY INSURANCE**. Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

7. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

   A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
   B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.
   C. Policy must include coverage for contractual liability and independent contractors.
   D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

8. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

   A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

   B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

   C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

9. **ADDITIONAL INSURANCE REQUIREMENTS.**
   A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise

out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

10. **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.

11. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

12. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

13. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum

of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

14. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

15. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

16. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

17. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

18. **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.

19. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Iteris, Inc.
Attention: Mike Searle
1250 S. Capital of Texas Hwy., Bldg. 1, Ste. 330
Austin, Texas 78746-0014
Phone: 512-716-0808
E-mail: msearle@iteris.com

If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

20. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

21. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

22. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

23. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any

objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

24. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
25. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
26. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
27. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
28. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
29. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
30. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
31. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
32. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Ire Bethea, Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

ITERIS, INC.

_____

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

TERM CONTRACT FOR CONNECTED VEHICLE EQUIPMENT
(IFB -604689-23/LNF)

THIS AGREEMENT is dated as of the 12th day of February 2024, by and between **ITERIS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1250 South Capital of Texas Highway, Building 1, Suite 330, Austin, Texas 78746, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide Bluetooth Travel Time Reading Equipment to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials to COUNTY, and desires to provide materials according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials. COUNTY hereby retains CONTRACTOR to provide materials as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials will be specifically enumerated, described, and depicted in the

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Seminole County, Florida

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Purchase Orders authorizing purchase of specific materials. This Agreement standing alone does not authorize the purchase of materials or require COUNTY to place any orders for materials.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials. Authorization for provision of materials by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials required, state the dates for delivery of materials, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

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Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials provided, the cost of the materials provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

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Seminole County, Florida

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Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Public Works Department
Traffic Engineering Division
200 W. County Home Road
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials required under this Agreement and upon acceptance of the materials by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials

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available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

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(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

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Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not 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.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

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Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this

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Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance 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 CONTRACTOR has replaced the unacceptable insurer with an

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insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that 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. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

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(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will 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 Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$500,000.00	(Each Accident)
$500,000.00	(Disease-Policy Limit)
$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by 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. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00
Pollution Liability	$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the

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standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended discovery

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period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted, and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

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Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

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Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

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(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

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to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

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Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. 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, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has 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 COUNTY:

Seminole County Public Works Department
Traffic Engineering Division
200 W. County Home Road
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division

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1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Iteris, Inc.
1250 S. Capital of Texas Hwy.
Bldg. 1, Ste. 330
Austin, TX 78746

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief

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that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ITERIS, INC.

Khristina Arakaki
Witness
Khristine Arakaki, Vice President, Legal & Asst. Sec.
Print Name

By: Mark Nogaki
MARK NOGAKI, Sr. Vice President, Sales

Witness
Paul Misticawi, VP Sales for CV
Print Name

Date: February 9, 2024

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SEMINOLE COUNTY, FLORIDA

Witness
Leticia Figueroa
Print Name

By: Tammy Roberts
TAMMY ROBERTS,
Procurement Administrator

Witness
Gladys Marrozos
Print Name

Date: February 12, 2024

For the use and reliance of Seminole County only.

Within the authority delegated by the County Manager pursuant to Section 3.554, Seminole County Administrative Code.

Approved as to form and legal sufficiency.

County Attorney

1/30/2024 GLK/dbd

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Price Proposal
Exhibit D - Affidavit of E-Verify Requirements Compliance

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Exhibit A

Scope of Services

Connected Bluetooth Vehicle Equipment

It is the intent of Seminole County Public Works Department to secure a qualified vendor for the purpose of purchasing Bluetooth Travel Time Reading Equipment (readers, optional equipment, service fees, servers, and software, etc.) compatible with the County's existing BlueTOAD arterial travel system as indicated in this solicitation. The Contractor will be responsible for all labor, materials, shipping, and handling charges and incidentals necessary for the delivery of the Bluetooth equipment on an as needed basis

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EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	
VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole County Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		TOTAL AMOUNT	

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

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Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

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Exhibit C

PROPOSAL DOCUMENT REPORT
IFB No. IFB-604689-23/LNF
IFB-604689-23/LNF - Term Contract for Connected Vehicle Equipment

23. Attachment: Exhibit C - Price Proposal*
Addendum_1_Exhibit_C_-_Price_Proposal_Iteris.pdf

PRICE TABLES

GRAND TOTAL

Line Item	Description	Quantity	Grand Total
1	Exhibit C - Price Proposal	1	$1,508,600.00

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Item	Description	Qty	Unit Purchase Price	Extended Purchase Price
1	**BlueTOAD Spectra:** Power Over Ethernet (POE) with 75' CAT5 cable. Includes 2 yr warranty **Model Number:** BT-ETH-SPECTRA-POE-75	10	$4,700	$47,000
2	**BlueTOAD Spectra w/ Cell:** Power Over Ethernet (POE) with 75' CAT5 cable and integrated cell modem. Includes 2 yr warranty **Model Number:** BT-CELL-SPECTRA-POE-75	5	$5,200	$26,000
3	**BlueTOAD Solar/Cellular:** 50W BlueTOAD Spectra Unit with battery and integrated cell modem. Includes 2 yr warranty **Model Number:** BT-CELL-SPECTRA-50	5	$5,800	$29,000
4	**BlueTOAD Solar/Cellular:** 90W BlueTOAD Spectra Unit with battery and integrated cell modem. Includes 2 yr warranty **Model Number:** BT-CELL-SPECTRA-90	5	$6,130	$30,650
5	**BlueTOAD Solar/Cellular:** 90W BlueTOAD Spectra Unit with dual battery and integrated cell modem. Includes 2 yr warranty **Model Number:** BT-CELL-SPECTRA-90-DUAL	5	$6,700	$33,500
6	**BlueTOAD Spectra RSU:** BlueTOAD Spectra and CV2X module with / POE Injector & Power Supply. RSU shall be SCMS ready out of the box. RSU shall Include 2 yr warranty. **Model Number:** BT-Spectra-RSU	50	$7,460	$373,000
7	**BlueTOAD Spectra RSU w/ Trade-In:** BlueTOAD Spectra and CV2X module with / POE Injector & Power Supply. RSU shall be SCMS ready out of the box. RSU shall Include 2 yr warranty. Trade-in includes BlueTOAD classic, BlueTOAD Spectra or BlueTOAD Spectra RSU w/ DSRC, any other Bluetooth brand sensor and any other DSRC or CV2X RSU **Model Number:** BT-Spectra-RSU-Trade	50	$6,400	$320,000
8	**CV2X RSU Only:** CV2X RSU (No BlueTOAD) with / POE Injector & Power Supply. RSU shall be SCMS ready out of the box. RSU shall Include 2 yr warranty. **Model Number:** BT-RSU-CV2X	10	$5,600	$56,000

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9	**Extended Warranty:** After Standard 2-Year Warranty (can purchase up to 3 additional yrs) for BlueTOAD or CV2X RSU only **Model Number:** BT-EW-BT-X (# of Years)	**50**	$395/yr/unit	$19,750.00
10	**Extended Warranty:** After Standard 2-Year Warranty (can purchase up to 3 additional yrs) for BlueTOAD Spectra/CV RSU combination **Model Number:** BT-EW-RSU-X (# of Years)	**50**	$495/yr/unit	$24,750.00
11	**MAP/SPaT File creation:** validation and integration per intersection. MAP files created using USDOT online MAP creation software. **Model Number:** BT-MAP	**50**	$395	$19,750.00
12	**In Cabinet CV Processor:** for 3rd party CV applications (no cellular or wifi/Bluetooth included) **Model Number:** BT-PROCESSOR-0	**50**	$1,795	$89,750.00
13	**Cellular Module Adder for In Cabinet Processor:** cellular module to be added to processor. Cell service not included. **Model Number:** BT-PROCESSOR-C	**5**	$395	$1,975.00
14	**Wifi/Bluetooth Adder for In Cabinet Processor:** wifi/Bluetooth module to be added to processor Model Number: BT-PROCESSOR-W	**5**	$195	$975.00
15	**Industrial Cellular Router:** stand alone cellular/wifi based router that can support both GSM and CDMA cellular carriers. Cell service not included. Model Number: BT-ROUTER	**5**	$995	$4,975.00
16	**In Cabinet CV Processor with application Level 1:** Processor to come with built in application that run locally to the cabinet. Examples include but not limited to safety applications. Detection Systems not included. **Model Number:** BT-PROCESSOR-APP1	**50**	$2,895	$144,750
17	**In Cabinet CV Processor with application Level 2:** Processor tocome with built in application that run on the in-cabinet processor. Examples include but not limited to safety applications, priority, or preemption applications. Detection Systems not included. **Model Number:** BT-PROCESSOR-APP2	**5**	$3,895	$19,475

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Exhibit C

18	**Local Based CV Applications to be added to In Cabinet CV Processor:** additional/new CV application to be added to in existing cabinet CV processor. All applications to run locally. **Model Number:** BT-PROCESSOR-APP3	1	$795	$795
19	**Cloud Based CV Application:** CV Application to be web based and communicates to RSU or in cabinet processor in traffic control cabinet. Examples include communicating to AVL based systems. Per application/per yr **Model Number:** BT-WEB-APP	1	$995/yr	$995
20	**On Board Unit to include:** CV2X OBU, car antenna and Bluetooth and/or Wi-Fi connectivity to mobile device (Tablet not included) and all cabling for portable setup **Model Number:** BT-OBU-CV2X	5	$5,495	$27,475
21	**On Board Unit w/ Trade-In to include:** CV2X OBU, car antenna and Bluetooth and/or Wi-Fi connectivity to mobile device (Tablet not included) and all cabling for portable setup. Trade in of DSRC OBU. **Model Number:** BT-OBU-CV2X-Trade	1	$4,595	$4,595
22	**V2X Data Tablet and Validation Software for OBU:** On Board Unit and Android-based software to run on mobile device that validates V2X data to latest SAE standards, tracks connected vehicles through RSU graphically, archives full range of connected vehicle data streams, including speed and speed limit, wrong way vehicle, TIM, Ped/Personal Safety Messages and Signal Request Messages. Per tablet. Software resides on the tablet only. **Model Number:** BT-OBU-V2X	5	$3,695	$18,475.00
23	**Connected Vehicles OBU Cloud Based Application Setup, Management & Monitoring (Tier 1 Applications):** annual fee for OBU setup for connected vehicle applications such as Emergency Vehicle Preemption, Conditional and Relative Transit Signal Priority, etc. This also includes web based management and monitoring of all OBUs. This data connection is outbound. Per OBU/per year Options include: • EVP – Incident based preemption • TSP - Conditional and Relative Priority Processes – can process requests based on passenger count, lateness variable, route assignment, assign higher priority between 2 approaching buses based on bus classification • Configuration • Sync App Releases • OBU Device Location Tracking / Reporting • Cloud Content Management • Transit Analytics **Model Number:** BT-OBU-SW-SRVA1	1	$1,140/yr/OBU	$1,140
23a	**Connected Vehicles OBU Cloud Based Software Application Setup, Management & Monitoring (Tier 2 Applications):** annual fee for OBU setup for connected vehicle applications such as Emergency Vehicle Preemption, Transit Signal Priority, etc. This also includes web	1	$620/yr/OBU	$620

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Exhibit C

	based management and monitoring of all OBUs. This data connection is outbound only. Per OBU/per year • Configuration • Sync App Releases • OBU Device Location Tracking / Reporting **Model Number:** BT-OBU-SW-SRVA2			
24	**Connected Vehicles OBU Cloud Based Software Application Setup, Management & Monitoring (Tier 3 Applications):** annual fee for OBU setup for connected vehicle applications such as Pedestrian detection, Speed warning, basic etc. This also includes web based management and monitoring of all OBUs. This data connection is outbound only. Per OSU/per year • Configuration • Sync App Releases • Cloud Content Management **Model Number:** BT-OBU-SW-SRVA3	1	$360/yr/OBU	$360
25	**Connected Vehicles Integration work** – to consist of working and integrating with any CAD and/or routing system, TSP/ EVP work, additional CV application, networking, etc. Rate is Per hour. **Model Number:** BT-INTG	1	$160/hr	$160
26	**TIM Creator:** Annual fee for web-based Traveler information Message creator. License for up to 4 user licenses. annual fee. **Model Number:** BT-TIM-4A	1	$19,500/yr	$19,500
27	**Cell Service:** annual fee for cellular based BlueTOAD only units **Model Number:** BT-CELL	1	$360/yr	$360
28	**Technical Support:** onsite and remote support per hour **Model Number:** BT-ONSITE-SUPPORT	10	$125/hr	$1,250
29	**Engineering Support:** design and advanced support per hour **Model Number:** BT-ENG-SUPPORT	10	$150/hr	$1,500
30	**Training:** onsite training up to 2 days **Model Number:** BT-TRAINING-2	5	$5,000	$25,000

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31	**Comnet Ethernet Extender with Pass-Through POE** **Model Number:** CLFE1EOU	50	$510	$25,500
32	**Ditek Wall Mount 4 Channel Surge Protector** **Model Number:** BT-DTK-WM4NETS or approved equal	50	$210	$10,500
33	**Ditek 10GbE indoor rated Surge Protector** **Model Number:** BT-DTK-MRJPOES	50	$105	$5,250
34	**Ditek 10GbE outdoor rated Surge Protector** **Model Number:** BT-DTK-MRJPOEX	50	$125	$6,250
35	**Industrial 48v POE Injector** **Model Number:** BT-POE-48	50	$105	$5,250
36	**Industrial 55v POE Injector** **Model Number:** BT-POE-55	50	$225	$11,250
37	**Real-Time Signal Performance Measures (SPM)**: Leverage high-resolution data from traffic signal controllers to gain access to rich data analytics that help traffic engineers quickly find and resolve any operational or maintenance concerns. Setup cost/location **Model Number:** BT-SPM-STUP	1	$700/location	$700
38	**Real-Time Signal Performance Measures (SPM)**: Leverage high-resolution data from traffic signal controllers to gain access to rich data analytics that help traffic engineers quickly find and resolve any operational or maintenance concerns. Annual web hosted cost/location. **Model Number:** BT-SPM-SRV	1	$500/yr/location	$500
39	**BlueTOAD based Performance Measures:** reporting development, deployment and refinement of traditional performance measures using data from BlueTOAD system. Available for usage with additional traditional probe data sources provided by others and or volume collection devices. Includes county wide information or localized corridors identified by client upon setup. Includes off-the shelf software access to the interface. Monthly access. **Model Number:** BT-PM-BT	1	$4,480/month	$4,480
40	**Additional Performance Reporting features:** modularized to incorporate non-traditional data such as traffic signal controller alarm data, SPM data and or preemption datasets or equivalent. Monthly access. **Model Number:** BT-PM-SPM	1	$895/month	$895

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Exhibit C

41	**Annual Cloud-based Data Management Software:** Real-time Travel-times, historical reporting, Origin/Destination, SPaT and BSM data in web based software for up to 100 devices (Spectra, Spectra RSU or RSU only). annual fee. **Model Number:** BT-COMBO-100A	1	$48,000/yr	$48,000
42	**Annual Cloud-based Data Management Software:** Real-time Travel-times, historical reporting, Origin/Destination, SPaT and BSM data in in web based software for up to 50 Devices (Spectra ,Spectra RSU or RSU only). annual fee. **Model Number:** BT-COMBO-50A	1	$26,500/yr	$26,500
43	**Annual Cloud-based Data Management Software:** Real-time Travel-times, historical reporting, Origin/Destination, SPaT and BSM data in in web based software for up to 25 Devices (Spectra, Spectra RSU or RSU only). annual fee. **Model Number:** BT-COMBO-25A	1	$14,500/yr	$14,500
44	**Annual Cloud-based Data Management Software:** Real-time Travel-times, historical reporting, Origin/Destination, SPaT and BSM data in in web based software for up to 10 Devices (Spectra, Spectra RSU or RSU only). annual fee. **Model Number:** BT-COMBO-10A	1	$5,500/yr	$5,500
			Grand Total	**$1,508,600**

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EXHIBIT "D"

Agreement Name: TERM CONTRACT FOR CONNECTED VEHICLE EQUIPMENT

Agreement Number: IFB-604689-23/LNF

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. The CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-604689-23/LNF are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number IFB-604689-23/LNF for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

[Balance of this page intentionally blank; signatory page follows]

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CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On Jan. 4, 2024 before me, Jennifer M. Edgar, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Tricia Jeffries
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

JENNIFER MARIE EDGAR
Notary Public - California
Orange County
Commission # 2325479
My Comm. Expires Mar 28, 2024

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

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From: City of Ocala - Contracting Officer
To: Nicholas J. Blizzard; Shayatta J. Roberts; Daphne Robinson; Megan Dugan; Contracts; Eileen M. Marquez; Louis Joseph; Ashley Presley; David C. Williams; Patricia Lewis
Subject: Your policy exception has been approved.
Date: Thursday, December 18, 2025 7:09:41 AM

Your policy exception has been **approved**.

Approval Comments: drobinson@ocalafl.org
The department is approved to piggyback the contract awarded to Iteris, Inc., by Seminole County, Contract No. IFB-604689-23/LNF for the provision of BlueTOAD bluetooth travel time reading equipment through February 11, 2027. These services were competitively solicited by Seminole County under Invitation to Bid No. IFB-604689-23/LNF on November 26, 2023. Iteris, Inc., was the sole responsive vendor. The award was for a three year term through February 11, 2027 and offers two one-year renewal terms. Iteris, Inc., has agreed to extend pricing and services to the City of Ocala under the same terms and conditions as Contract No. IFB-604689-23/LNF. This pricing has been found to be fair and reasonable by Public Works staff. PLEASE ESTABLISH A MUNIS CONTRACT NUMBER AND ISSUE A REQUEST TO CONTRACTING SO THAT A FORMAL PIGGYBACK AGREEMENT CAN BE PREPARED. IF THE DEPARTMENT ANTICIPATES SPENDING MORE THAN $50,000 WITH THE VENDOR BEFORE THE EXPIRATION OF THE CONTRACT TERM (February 11, 2027), THEN THE CONTRACT NEEDS TO BE PLACED ON A COUNCIL AGENDA. PLEASE ENSURE THAT THIS EXCEPTION APPROVAL IS ATTACHED TO THE MUNIS CONTRACT, CONTRACT REQUEST, AND AGENDA ITEM (IF ANY).

Procurement/Contract/P-Card Exception

Select exception type:	Procurement
Reason for procurement exception:	Piggyback Request in Lieu of Bid
Enter a brief description of your exception request:	We have traffic signal devices called Velocity travel time readers that collect data and show real-time how a particular corridor's signal timing is currently performing, these Velocity devices are not in line with the latest technology and are no longer supported. Velocity has now been replaced with a device called Bluetoad Spectra with CV2X these are technologically advanced devices that also have a connected vehicle module which can provide real-time traffic information to vehicles equipped with connected vehicle devices or those who have the application to access it. I would like to piggyback the Seminole County contract to purchase the Bluetoad Spectra's this budget year and next budget year to replace the outdated Velocity units. I would be utilizing item #7 on the contract which will provide a Velocity trade-in discount of $1,060.00 per unit.
	(1)Tabulation.pdf 2._Executed_IFB-604689-23_(Iteris).pdf

Attach all documents related to the exception that can assist the Contracting Officer's decision.	Addendum_1.pdf Addendum_1_Exhibit_C_-_Price_Proposal.pdf Approval - Ocala Contract IFB-604689-23LNF - Piggyback.pdf Draft_Agreement_(IFB-604689-23).pdf Exhibit_C_-_Price_Proposal.pdf IFB-604689-23_LNF_-_Term_Contract_for_Connected_Vehicle_Equipment_(Addendum_1_Revision).pdf Tabulation.pdf Bid Documents ITF_604689 23_LNF Term Contract for Connected Vehicle Equipment.pdf CONFIRMATION RE_ Contract IFB-604689-23_LNF - Term Contract for Connected Vehicle Equipment.pdf
Department	(PWD) PUBLIC WORKS
Requestor Name	Nick Blizzard
Requestor Email	njblizzard@ocalafl.gov
Phone number	(352) 351-6707
Courtesy Copy Email 1	tcasey@ocalafl.gov
Courtesy Copy Email 2	dphillips@ocalafl.gov
Who authorized requesting this exception?	Tom Casey

File #: 2026-0766 Agenda Item #: 10k.

Submitted By: Danielle Phillips

Presentation By: Darren Park

Department: Public Works

FORMAL TITLE:
Purchase and Sale Agreement for approximately 6.65 acres of real property located east of NW Martin Luther King, Jr. Ave., identified by Parcel ID: 25502-000-00, in an amount not to exceed $550,000

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Parcel No. 25502-000-00 consists of approximately 6.65 acres (289,674+ square feet) of vacant land located east of NW Martin Luther King, Jr. Avenue, with easement access from the terminus of NW 18th Street (please refer to the attached Aerial and Case Maps). The property is currently owned by Stavola Investments LLC (Stavola).

Adjacent uses include vacant land to the north and west, city-owned property (William James Walking Trail) to the south, and the Railyard One property to the east. NW 18th Street extends east from NW Martin Luther King, Jr. Avenue as a two-lane paved interior street and then continues north and east as an unpaved dirt road towards the subject site. Although an aerial map provided by the Marion County Property Appraiser's Office indicates the right-of-way for SW 18th Street (50-feet wide) extends in an east/west direction from NW Martin Luther King, Jr. Avenue, the roadway physically begins within a city-owned property (Parcel ID No. 25489-000 -00) adjacent south of the aforementioned right-of-way. It then turns north to the right-of-way and continues east to another city-owned parcel (Parcel ID No. 25491-001-00) that provides easement access to the northwest corner of the subject property. NW Martin Luther King, Jr. Avenue is a connector that extends from NW 35th Street to SW 17th Street (SR 464).
Stavola used the property to reduce tree debris and storage.

FINDINGS AND CONCLUSIONS:

Using the Sales Comparison Approach and analyzing six comparable land sales and four listings, the appraiser determined market value of the property to be $80,000 per acre, or $530,000 as of January 29, 2026. The

appraisal considered multiple comparable land sales and concluded a value between statistical indicators, accounting for the subject's smaller size (economies of scale), more intensive industrial zoning classification, and somewhat inferior accessibility. Stavola Investments LLC is prepared to accept a purchase price of $550,000.

The property's zoning and surrounding industrial development support its highest and best use for industrial purposes. The City intends to utilize this vacant property as a temporary Disaster Debris Management Site (DDMS) for storm debris, a storage area for materials, and a potential future stormwater site.

Acquisition of this site enhances the City's emergency preparedness debris staging capacity, provides geographic flexibility for debris management operations following major storm events or natural disasters, provides operational flexibility, and future stormwater capacity. The City of Ocala owns the adjacent parcels to the east (Parcel No. 25502-002-00) and west (Parcel No. 25491-001-00). The site is surrounded by compatible industrial and city-owned uses and benefits from existing access through City-controlled parcels.

Staff recommends approval.

FISCAL IMPACT:

Funds will be transferred from the Stormwater Reserve for Contingencies account to purchase this parcel. The account has a balance of $9,950,973, and the purchase of this parcel for a temporary disaster debris site is an appropriate use of the project funding. An accompanying budget resolution is provided on this Council agenda.

Source:		
158-099-999-538-81-99800	Stormwater reserve for Contingencies	($550,000)
Use:		
158-023-430-538-53-61010	Land	$550,000

PROCUREMENT REVIEW:

The Purchase and Sale Agreement was reviewed by the Procurement and Contracting Officer in compliance with City policy.

LEGAL REVIEW:

This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

PROJECT: OEU Property Acquisition
PARCEL NO. Portion of 25502-000-00

THIS INSTRUMENT PREPARED BY/RETURN TO:
City of Ocala, Florida
Joseph Switt, Real Estate Coordinator
Growth Management Department
201 S.E. 3rd Street, 2nd Floor
Ocala, Florida 34471

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY is made and entered into this 25th day of February 2026 by and between the CITY OF OCALA, FLORIDA, a Florida municipal corporation, whose address is 110 S.E. Watula Avenue, Ocala, Florida 34471, hereinafter referred to as "BUYER," and STAVOLA INVESTMENTS LLC, Florida limited liability company, whose mailing address is PO BOX 8, ANTHONY, FL 32617-0008, hereinafter referred to as SELLER.

WITNESSETH:

WHEREAS, STAVOLA INVESTMENTS LLC is the owner of that certain parcel of real property located in the City of Ocala, Florida and Marion County, Florida and further identified by Marion County Property Appraiser Parcel Identification Number 25502-000-00; and

WHEREAS, the CITY OF OCALA, FLORIDA, Florida is interested in acquiring a portion of said parcel of real property and

WHEREAS, STAVOLA INVESTMENTS LLC, desires to sell said portion of said parcel of real property to the City of Ocala, Florida and

WHEREAS, the CITY OF OCALA finds that acquisition from STAVOLA INVESTMENTS LLC of parcel of real property and entry into this agreement is in the best interest of the City of Ocala, Florida and its citizens.

NOW THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), the mutual promises contained herein and in exchange for the good and valuable consideration provided for herein, the receipt and sufficiency of which are hereby specifically acknowledged, the City of Ocala, Florida and STAVOLA INVESTMENTS LLC hereby agree as follows:

Section 1. Adoption and Incorporation of Recitals.

The recitals outlined above and herein are hereby adopted by BUYER and SELLER and are specifically incorporated herein as part of this agreement.

Section 2. Purpose and Authority for Agreement.

A. This agreement is entered into for the purpose of outlining the terms and conditions of the relationship between BUYER and SELLER with respect to the real estate purchase and sale transaction for a portion of the parcel of real property located in the City of Ocala, Marion County, Florida and further identified as by Marion County, Florida Property Appraiser Parcel Identification Number 25502-000-00.

B. This agreement is entered into pursuant to the authority provided by Chapters 689, 166 and 605, *Florida Statutes*, as well as other relevant provisions of Florida law.

Section 3. Purchase and Sale of Real Property.

BUYER agrees to buy from SELLER and SELLER agrees to sell to BUYER the entirety of SELLER's interest in that portion of that certain parcel of real property located in the City of Ocala, Marion County, Florida and more particularly described as follows:

See Exhibits "A" which is attached hereto and incorporated herein by reference.

Together with all improvements and structures located in and upon said parcel of real property.

Said parcel being a portion of the property being further described by Marion County, Florida Property Appraiser Parcel Identification Number 25502-000-00 and said parcel further being referred to herein as the PROPERTY.

Section 4. Purchase Price.

A. The purchase price for this transaction shall be FIVE HUNDRED FIFTY THOUSAND AND 00/100 U.S.DOLLARS ($550,000.00) due at the closing of this real estate purchase and sale transaction.

Section 5. Time for Acceptance and Contingencies.

A. This agreement is contingent and is not binding upon BUYER until ratified and accepted by the City Council of the City of Ocala, Florida, signed by its President, and attested to by its Clerk, within thirty (30) days of the execution of this agreement by SELLER.

B. If this agreement is not ratified and accepted by the City Council of the City of Ocala, Florida within said thirty (30) day period, this agreement shall be deemed rejected by BUYER and shall be of no further effect.

C. SELLER understands, acknowledges and agrees that the time for acceptance and contingencies contained within this provision cannot be waived by BUYER or any agent of BUYER.

Section 6. Closing of Real Estate Purchase and Sale Transaction.

A. Date of Closing.

The closing for this real estate purchase and sale transaction shall be held on a date selected by BUYER, provided however, that any such date is not more than ninety (90) days following BUYER's acceptance of this agreement in accordance with Section 5 above and herein.

B. Location of Closing.

The closing for this real estate purchase and sale transaction shall be held at the City of Ocala, Florida, Growth Management Department which is located at 208 S.E. 3rd Street, Ocala, Florida 34471, unless otherwise agreed to between the Parties, or may be accomplished via wire transfer of funds and electronic mail of executed documents, to be followed by original documents.

C. Selection of Closing Agent(s).

BUYER may select the closing agent to close this real estate purchase and sale transaction and disburse the proceeds from this transaction.

D. Documents and Payments at the Closing.

At the closing for this transaction:

i. SELLER shall execute and deliver to BUYER a special warranty deed, in a form to be agreed upon during the Feasibility Study Period, transferring the complete and entire interest of SELLER in the afore described real property, subject to the (i) ad valorem taxes for the year of the closing and all subsequent years, (ii) all matters affecting title to the PROPERTY as shown on the Survey or which would be shown on a current and accurate survey of the PROPERTY (including any encroachments), (iii) all easements, covenants, restrictions, and conditions of record, and each Permitted Exception, and rights-of-way of public and private streets and roads, (iv) all easements, restrictions, and rights-of-way as may be apparent from an inspection of the PROPERTY, and (v) all zoning, subdivision, land use, and other laws, regulations, or ordinances applicable to the PROPERTY; together with and any other applicable or necessary corrective instruments;

ii. SELLER shall execute and deliver an affidavit attesting to the absence of any liens, parties in possession, or other claims;

iii. BUYER shall furnish to SELLER a completed closing statement and the entire cash purchase price as identified and outlined in Section 4 above and herein;

iv. BUYER and SELLER shall execute and deliver any other documents reasonably required by the closing agent in order to complete this transaction in accordance with the terms of this agreement.

Section 7. Title; Obligations of Seller.

A. BUYER shall obtain, at BUYER's expense, a title insurance commitment for the PROPERTY, issued by a nationally recognized title insurer (the "Commitment").

B. BUYER may obtain a survey of the PROPERTY (the "Survey"), at BUYER's expense. To the extent that BUYER elects to obtain the Survey, BUYER must obtain and provide to Seller a copy of same no later than the Title Objection Deadline, as defined in Section 9.C. BUYER hereby acknowledges and agrees that in the event BUYER does not elect to obtain the Survey or fails to deliver its objections to the Survey to SELLER by the Title Objection Deadline, any standard survey exception shown in the Commitment shall not be deleted and shall appear on the owner's policy of title insurance.

C. If the Commitment or the Survey contains exceptions to title which are not acceptable to BUYER, then BUYER shall notify SELLER of any and all objections to same (each, a "Title Defect" and collectively, the "Title Defects") in writing (the "Notice of Title Defect") no later than sixty (60) days after the Effective Date, as defined in Section 18 (the "Title Objection Deadline"). The Notice of Title Defect shall be accompanied by copies of the Commitment and all documents referenced therein. Any matter reflected in the Commitment or the Survey (or in the event BUYER elects not to obtain a Survey, then any matter which would have been disclosed in the Survey) to which BUYER does not object by the Title Objection Deadline shall be deemed acceptable and shall thereafter be deemed a "Permitted Exception." SELLER shall have a period of five (5) business days after SELLER's receipt of the Notice of Title Defect (the "Response Period") to notify BUYER which, if any, of the Title Defects SELLER elects to cure (the "Seller's Response"). If SELLER does not timely provide the Seller's Response, SELLER shall be deemed to have elected not to cure any of the Title Defects. If BUYER is dissatisfied with the Seller's Response (or lack thereof), BUYER may, as its sole and exclusive remedy, either: (a) terminate this agreement by delivering notice of such intent to SELLER within five (5) days after the expiration of the Response Period, in which event neither Party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this agreement or (b) proceed to the closing, and the Title Defects SELLER elected (or was deemed to have elected) not to cure shall each be deemed a Permitted Exception. If BUYER does not terminate this agreement as set forth in the preceding sentence, BUYER shall be deemed to have elected to accept title to the PROPERTY pursuant to clause (b) above. If SELLER elects to cure one or more of the Title Defects, then SELLER shall have a period to cure such Title Defects up to and including the later of (i) the forty-fifth (45th) day after SELLER's receipt of the Notice of Title Defect and (ii) the Closing (the "Cure Period"), and if needed, the Closing shall be delayed by SELLER until such cure has been completed or until SELLER elects to discontinue any such efforts to cure such Title Defects. If SELLER cures such Title Defects within the Cure Period, then SELLER shall deliver written notice to BUYER with proof of cure reasonably acceptable to BUYER, and title to the PROPERTY shall be deemed accepted by BUYER for purposes of this agreement. If SELLER elects not to cure, or is unable to

cure, the Title Defects within the Cure Period, then, as its sole and exclusive remedy, BUYER may (x) terminate this agreement by delivering notice of such intent to SELLER within five (5) days after expiration of the Cure Period, in which event neither Party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this agreement or (i) proceed to the Closing, and the uncured Title Defects shall each be deemed a Permitted Exception. If BUYER does not terminate this agreement as set forth in the preceding sentence, BUYER shall be deemed to have elected to accept title to the PROPERTY pursuant to (ii) above. BUYER shall also have the right to object to any exception of title placed of record or on the PROPERTY permitted by SELLER subsequent to the effective date of the Commitment and/or the Survey, by notifying SELLER in writing no later than three (3) days after BUYER has knowledge of such new matter, and the foregoing procedure set forth in Section 9.C. above shall apply.

Section 8. Conduct of Feasibility Study.

A. BUYER may, during the period commencing on the Effective Date and concluding Ninety (90)days after the Effective Date (the "Feasibility Study Period"), determine whether the PROPERTY is suitable, in BUYER's sole, exclusive and absolute discretion, for BUYER's use.

B. BUYER, at their sole, exclusive and absolute discretion, may conduct a "Phase I" environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that BUYER deems necessary to determine, to BUYER's satisfaction, the PROPERTY's engineering, architectural and environmental properties; zoning and land use restrictions; subdivision status; soil and grade; availability of access to public roads, water and other utilities; consistency with local, state and regional growth management plans; availability of permits, governmental approvals and licenses; and other inspections that BUYER deems appropriate to determine the suitability of the PROPERTY for BUYER's intended use. BUYER shall not perform any Phase II environmental testing or any invasive testing of the PROPERTY without prior written consent of SELLER .

C. In the event that the PROPERTY must be rezoned or other governmental approval given to permit the use of the PROPERTY for BUYER's purposes, SELLER agrees to execute all documents BUYER may be required to file in connection with development or rezoning approvals and SELLER shall further cooperate with BUYER in obtaining such approvals but shall not be required to incur any expense or liability in the application process or related proceedings or execute any documents that will be binding on SELLER or the PROPERTY in the event this Agreement is terminated.

D. SELLER specifically gives BUYER, its agents and other representatives, the right to enter the PROPERTY at any time during the Feasibility Study Period for the purpose of conducting Inspections. BUYER shall (i) cause any consultant or vendor entering the PROPERTY to carry liability insurance in the minimum amount required by the County and to include SELLER as an additional insured on such insurance policies, and (ii) provide evidence of such insurance to SELLER.

E. SELLER shall fully cooperate with BUYER and its agents, representatives and other professionals in connection with the foregoing.

F. Upon completion of any of the Inspections, BUYER shall restore any damage or disturbance to the PROPERTY caused by such Inspections. BUYER hereby indemnifies, defends, and holds SELLER and its shareholders, officers, employees, agents, members, guests, and other invitees harmless from and against all injury or death to persons, damage (including consequential, punitive, and special damage), loss, cost, expense, or liability including, but not limited to, attorneys' fees and court costs through appeal, arising, directly or indirectly, out of the acts or omissions of BUYER, its agents, employees, invitees, or contractors, on the PROPERTY, including those arising out of the Inspections.

G. Prior to the expiration of the Feasibility Study Period, BUYER shall deliver written notice to SELLER if BUYER determines that the PROPERTY is not acceptable, in which event this Agreement shall be deemed canceled and of no further effect.

Section 9. Prorations of Required Payments.

A. Taxes, assessments, interest, insurance, and other expenses and revenue of the PROPERTY shall be prorated through the date of the closing.

B. Cash at closing shall be increased or decreased as may be required by prorations.

C. If closing occurs at a date or under circumstances where the current year's millage is not yet fixed, or the current year's assessments are otherwise unavailable, taxes will be prorated based on prior year's tax.

D. A tax proration based upon an estimate shall, at request of either party, be readjusted upon receipt of a tax bill if a statement to that effect is signed at closing.

Section 10. Risk of Loss.

In the event that the subject property is damaged by fire or other casualty before the closing for this transaction, BUYER shall have the option of either (A) taking the subject property as is, together with any insurance proceeds payable by virtue of such loss or damage; or (B) cancelling this agreement.

Section 11. Allocation of Expenses.

BUYER shall pay for all title insurance, all fees of the closing agent selected by BUYER, and for the recording of the aforementioned deed and SELLER shall pay all costs necessary to cure or satisfy any title defects, liens or encumbrances and the cost(s) of recording any corrective instruments.

Section 12. Disclosure of Brokerage Commissions.

SELLER represents that it has not listed the PROPERTY or its interest in said property with any real estate broker. SELLER and BUYER each represent to the other that no real estate brokers, salespersons, agents, or finder fees are involved in this transaction, and each party agrees to indemnify and hold harmless the

other party from and against any claims by real estate brokers or other persons claiming by, through or under them.

Section 13. Additional Terms of Agreement.
N/A.

Section 14. Acknowledgement that Time is of the Essence.

SELLER and BUYER understand, acknowledge and agree that time is of the essence with respect to this transaction and to each and every provision of this agreement which requires action to be taken by either party hereto, regardless of whether said provisions provide a stated time period or specified date.

Section 15. Limitation on Liability and No Waiver of Sovereign Immunity.

Nothing contained in this agreement is intended to waive sovereign immunity by the City of Ocala, Florida to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Section 768.28, *Florida Statutes*. 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.

Section 16. Allocation of Attorney's Fees and Costs.

In the event of legal conflict regarding this agreement up to and including litigation, the prevailing party shall be entitled to recover all expenses and costs incurred, including court costs, reasonable attorney's fees, paralegal, investigative and any other paraprofessional fees, whether incurred at the trial phase, appellate phase, post-judgement phase or in any related bankruptcy proceeding.

Section 17. Entirety of Agreement.

This agreement, together with any and all exhibits and other attachments hereto, constitutes the entire agreement between BUYER and SELLER regarding this real estate purchase and sale transaction and there are no other covenants, agreements, promises terms, provisions, conditions, undertakings or understandings, either oral or written, between them concerning this real estate purchase and sale transaction other than those set forth herein.

Section 18. Amendments to Agreement.

This agreement may not be amended, changed or otherwise modified unless such change(s), amendment(s) or modification(s) are in the form of a written amendment executed by both BUYER and SELLER.

Section 19. Effective Date of Agreement.

This agreement shall be effective on the date executed by both BUYER and SELLER.

Section 20. Default; Cure Period.

In the event of any default by SELLER, BUYER, as its sole and exclusive remedy, shall have the right to either: (a) terminate this Agreement a or (b) seek specific performance of this Agreement, provided, that such litigation seeking specific performance against SELLER is filed by BUYER not later than forty-five (45) days after the date of such default and further, provided, that such specific performance remedy shall be available to BUYER only upon BUYER's full satisfaction of each of BUYER's obligations under this Agreement, including, without limitation, BUYER's obligation to deliver sufficient proof to SELLER that BUYER is ready, willing, and able to close this transaction. BUYER shall take no action with respect to a SELLER's Default, and SELLER shall take no action with respect to a BUYER's Default, until the non-defaulting Party has given written notice to the defaulting Party and the defaulting Party has failed to cure the default for a period of ten (10) days after receipt of such notice ("Cure Period"). Notwithstanding the foregoing, there shall be no allowance for any notice or any Cure Period in connection with BUYER's failure to close on the closing date.

Section 21. Notices. All notices required or desired to be given under this Agreement shall be in writing and either: (a) hand-delivered, (b) sent by certified mail, return receipt requested, (c) sent via FedEx or similar overnight service, or (d) sent via electronic mail, so long as notice is also provided through either method (a), (b), or (c) as herein described. All notices shall be addressed to the Party being noticed, and shall be deemed to have been given (i) when delivered, if by hand delivery, (ii) three (3) business days after deposit in a U.S. Post Office or official letter box, if sent by certified mail, (iii) one (1) business day after timely deposited in a FedEx or similar overnight service depository, or (iv) upon confirmation of receipt by sender if sent via electronic mail. All notices shall be delivered or sent prepaid for the specified service by the Party giving notice, and shall be addressed as follows:

BUYER: CITY OF OCALA, FLORIDA
Growth Management Department
201 S.E. 3rd Street, 2nd Floor
Ocala, Florida 34471
Telephone No.: _____
Attn: Joseph Switt, Real Estate Coordinator
E-Mail: jswitt@ocalafl.gov

Copy To: _____
_____
_____
Telephone No.: _____
Attn: _____
E-Mail: _____

SELLER: STAVOLA INVESTMENTS LLC

PO Box 8
Anthony, FL. 32617

Telephone No.: 908-489-4299
Attn:
E-Mail: ginastavola@gmail.com

Copy To: _____

Telephone No.: _____
Attn: _____
E-Mail: _____

Section 22. Survival.

Unless otherwise provided for in this Agreement, all terms and provisions of this Agreement shall not survive the Closing or earlier termination of this Agreement.

Section 23. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. To facilitate execution and delivery of this Agreement, the Parties may execute and exchange executed counterparts by e-mail in a PDF file to the other Party or to the other Party's counsel. Signatures in a PDF file shall have the same legal effect as original signatures.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto, BUYER and SELLER, have hereunto set their hands and seals on the date first written above.

BUYER: CITY OF OCALA, FLORIDA,
a Florida municipal corporation

By: Ire J. Bethea Sr., as
City Council President

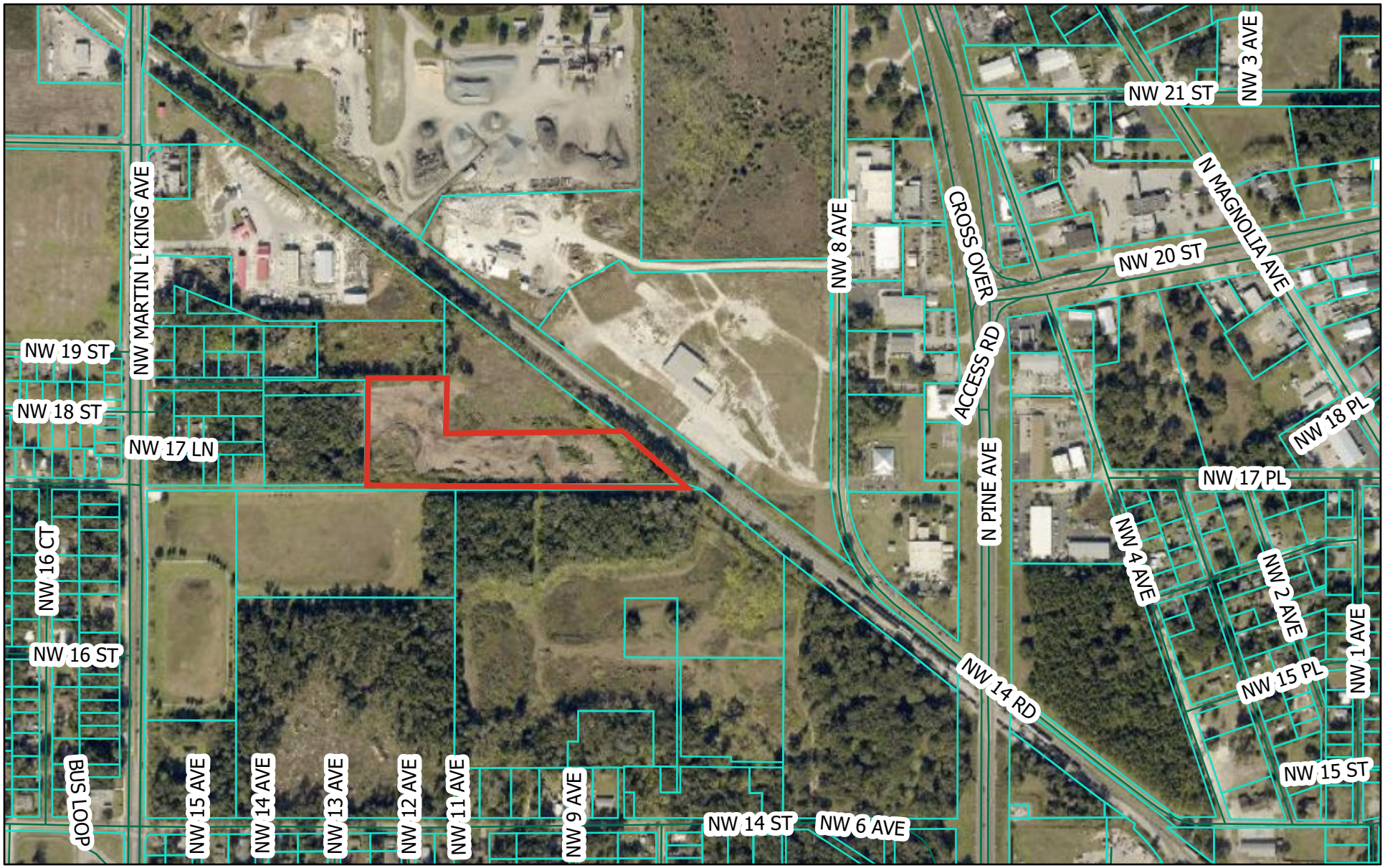
SELLER: STAVOLA INVESTMENTS LLC,
a Florida limited liability company

By: Stavola Investments LLC, as its
managing member

EXHIBIT "A"
(property being purchased)

SEC 07 TWP 15 RGE 22
PARCEL 4: THE S 7.47 CHS (493.02 FT) OF THE E 4.47 CHS
(295.02 FT) OF THE NW 1/4 OF NW 1/4 & ALL OF ROBINSON &
LARGE ADD TO OCALA TOGETHER WITH AN EASEMENT ON THE
FOLLOWING DESC PROPERTY: COM AT THE SW COR OF THE NW 1/4 OF
NW 1/4 TH E 506.22 FT TH N 00-00-30 E 350 FT TO THE POB TH
E 399.30 FT TH N 00-00-30 E 60 FT TH W 399.30 FT TH
S 00-00-30 W 60 FT TO THE POB EXC COM AT THE SW COR OF THE
NE 1/4 OF NW 1/4 ALSO THE SW COR OF ROBINSON & LARGE ADD TO
OCALA TH N 00-03-08 E 199 FT TO THE POB TH N 00-03-08 E
517.21 FT TH S 52-28-50 E 849.24 FT TH W 674.04 FT TO THE
POB & EXC PARCEL 1: COM AT THE SW COR OF NW 1/4 OF NW 1/4
TH
E 904.20 FT TH N 410 FT TO THE POB TH E 295.02 FT TH N
83.02
FT TH W 295.02 FT TH S 83.02 FT TO THE POB & SUB TO AN
EASEMENT OVER THE N 60 FT OF THE FOLLOWING DESC PROPERTY:
COM AT THE SW COR OF NW 1/4 OF NW 1/4 TH E 904.20 FT TH
N 410 FT TO THE POB TH E 295.02 FT TH S 410 FT TH W 295.02
FT TH N 410 FT TO THE POB

Marion County Property Appraiser



1/15/2026, 1:17:39 PM

1:7,398

0 295 590 1,180 ft

0 90 180 360 m

Marion County, Florida - Use at your own ri

DISCLAIMER: Work in progress compiled solely for governmental purpose of property assessment. These are NOT surveys. No warranties, expressed or implied, are provided with this data, its use, or interpretation. All information subject to change without noti

Nathan R. Gibboney, MAI
State-Certified General Real Estate Appraiser #RZ2580

Real Estate Appraisers, Consultants & Market Analysts

GIBBONEY & ASSOCIATES

Appraisal Report

Appraisal of:

6.65 ACRES OF VACANT LAND
Ocala, Florida

Location of Subject Property:

East of NW Martin Luther King, Jr. Avenue, Ocala, Marion County, Florida

Prepared for:

Joe Switt, Real Estate Coordinator
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd Floor
Ocala, Florida 34471

Prepared by:

Gibboney & Associates

Nathan R. Gibboney, MAI
State-Certified General Real Estate Appraiser
License No. RZ2580

Nathan R. Gibboney, MAI
State-Certified General Real Estate Appraiser #RZ2580

Real Estate Appraisers, Consultants & Market Analysts

GIBBONEY & ASSOCIATES

February 2, 2026

Joe Switt, Real Estate Coordinator
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd Floor
Ocala, Florida 34471

Re: 6.65 Acres of Vacant Land; East of NW Martin Luther King, Jr. Avenue, Ocala, Marion County, Florida

Dear Mr. Switt:

As requested, I have prepared an appraisal report for the subject property that is identified as approximately 6.65 acres (289,674 SF) of vacant land located east of NW Martin Luther King, Jr. Avenue in Ocala, Marion County, Florida. It is further identified as Parcel No. 25502-000-00 and includes easement access from the terminus of NW 18th Street.

This appraisal report includes summarized studies of relevant factual data necessary to arrive at the market value estimate of the fee simple interest of the subject property, as of the effective date of valuation indicated herein. The following report provides the legal description and summarized descriptions of the subject's market area (region and neighborhood), site, and any improvements, as well as all market analyses required for the conclusion of market value.

The subject property was most recently inspected and photographed on January 29, 2026, which corresponds with the effective date of valuation. The purpose of the inspection was to study the physical characteristics of the subject property and its interrelationship with surrounding economic influences. As well, attention has been given to other factors that may impact the market value of the subject property within its region and neighborhood.

This appraisal report and its contents were prepared according to appraisal standards and reporting guidelines provided by the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation, and the Appraisal Institute. The intended use of this appraisal is to determine market value for potential acquisition purposes. The client and intended user of this appraisal is the City of Ocala. I have not provided any services regarding the subject property within the prior three years, as an appraiser or in any other capacity.

The conclusion of market value is not subject to any additional extraordinary assumptions or hypothetical conditions except as stated within the Assumptions and Limiting Conditions section of this appraisal report.

Based upon the market analyses presented within this appraisal report, as well as my investigations and studies, it is my opinion the market value estimate of the fee simple interest of the subject property, as of January 29, 2026, was:

ESTIMATE OF MARKET VALUE **As Is, As of January 29, 2026**	**$530,000**

The following report presents all of the relevant factual data that resulted in the estimate of market value for the subject property.

Respectfully submitted,

Gibboney & Associates



Nathan R. Gibboney, MAI
State-Certified General Real Estate Appraiser
License No. RZ2580

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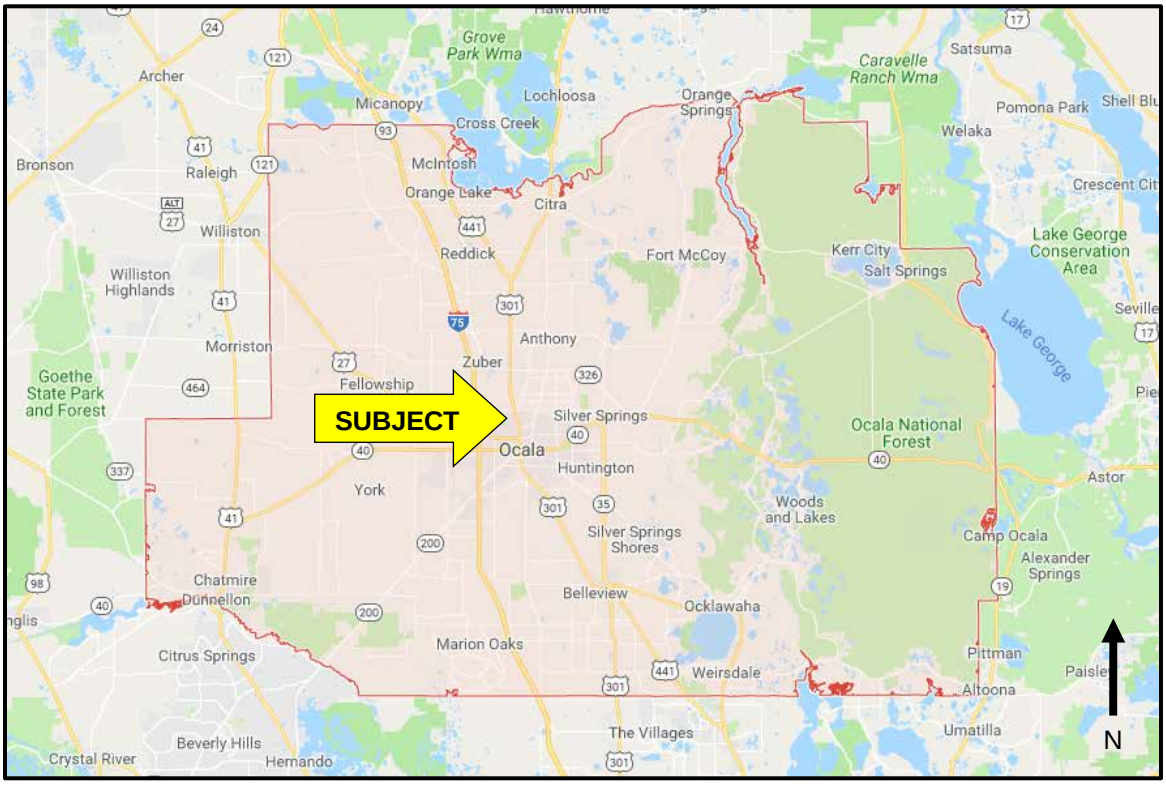
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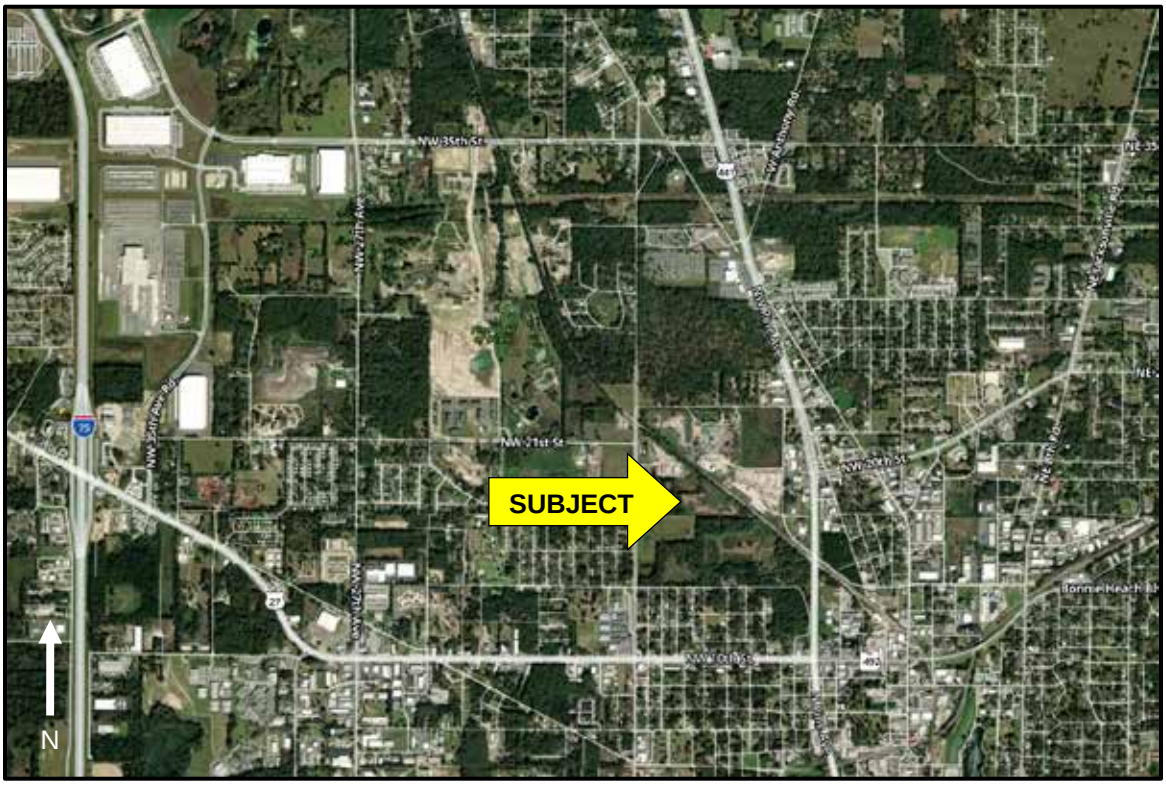
REGIONAL MAP



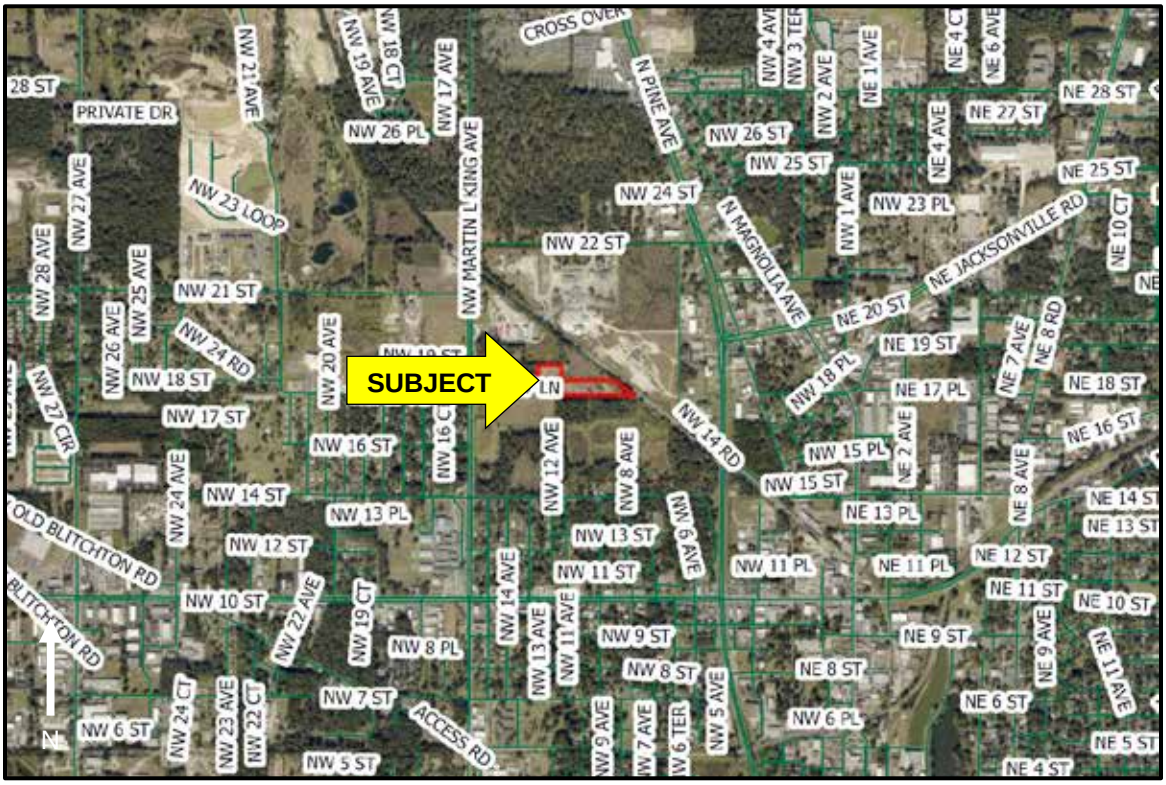
COUNTY MAP



NEIGHBORHOOD MAP



AERIAL MAP



Date Taken: January 29, 2026



View of the subject property from the easement access near the northwest corner of the site facing southeast.



View of the subject site from near the southwest corner of the property facing northeast.



View of the southeast portion of the subject property from the south boundary of the site facing northwest.



View of the subject site from near the northeast corner of the property facing southwest.



View of the easement access to NW 18th Street from the entrance to the subject site facing west. The subject is behind the photo.



View of NW 18th Street from NW Martin Luther King, Jr. Avenue facing east.



View of NW Martin Luther King, Jr. Avenue facing north. The subject is to the right of the photo.



View of NW Martin Luther King, Jr. Avenue facing south. The subject is to the left of the photo.



View of the CSX Railroad (Florida Northern Railroad) right-of-way facing northwest. The subject is to the left of the photo.



View of the CSX Railroad (Florida Northern Railroad) right-of-way facing southeast. The subject is to the right of the photo.

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Intended Use of Appraisal

Determine market value for potential acquisition purposes

Intended User

City of Ocala

Property Rights Appraised

Fee simple interest

Appraisal Dates

Date of Inspection: January 29, 2026

Effective Date of Value: January 29, 2026

Date of Report: February 2, 2026

Identification of the Property

Approximately 6.65 acres (289,674 SF) of vacant land located east of NW Martin Luther King, Jr. Avenue in Ocala, Marion County, Florida

Site Data

Size:	289,674 SF; 6.65 AC
Zoning:	M-3, Heavy Industrial
Future Land Use:	Medium Intensity/Special District
Characteristics:	Slightly irregular-shaped site; grassy characteristics with minimal tree cover; highest elevations in the central portion of the site with a gradual downward slope to the north, south, east, and west; the property includes earthen berms and debris piles along the south and east boundaries; interior lot configuration with easement access from the terminus of NW 18th Street, which is accessible from NW Martin Luther King, Jr. Avenue; situated level with road grade; CSX Railroad (Florida Northern Railroad) right-of-way along the east boundary
Flood Zone:	Zone X (FEMA Panel No. 12083C 0509 E; dated April 19, 2017)

Improvements: The property includes sections of older fencing along the south and east boundaries that provide no contributory value

Highest and Best Use

Industrial development

Approach to Value

Sales Comparison Approach 6.65 AC @ $80,000/AC, rounded	$530,000

Reconciled Market Value Estimate

ESTIMATE OF MARKET VALUE **As Is, As of January 29, 2026**	**$530,000**

All appraisals begin by identifying the appraisal problem. Data concerning the subject property is determined from various sources including, but not limited to, the property owner, various governmental agencies, surveys and building plans, and engineering studies/reports. When possible, more than one source is utilized to confirm data, and within the report the source is identified. Should plans or a building sketch be available, the measurements are confirmed for accuracy. Land size is based on surveys, public records, and/or recorded plats. Descriptions of improvements are based on visual inspection and/or plans. The age of the improvements is based on public records or discussions with knowledgeable parties.

For each assignment, all approaches to value are considered. These include the Cost Approach, Sales Comparison Approach, and Income Capitalization Approach. However, depending on the property being appraised, not all approaches may be applicable. Comparable sales and rentals are inspected by the appraisers and the sale prices and lease information are confirmed with a party to the transaction (buyer, seller, real estate Broker, or closing attorney) or through public records. Research of comparable sales and rentals include, but are not limited to, data sources such as Multiple Listing Service, Marion County Property Appraiser, CoStar, Loopnet, local Brokers, Realtors, and property managers, as well as peers within the real estate appraisal profession.

The scope of work for this appraisal assignment includes physical inspection of the subject property and the surrounding influences of the region and neighborhood. The highest and best use of the subject property, as vacant, must then be determined acknowledging legal permissibility, physical possibility, financial feasibility, and maximum productivity. Next, the market must be researched for comparable land sales for comparison to the subject. As a result, the market identified for analysis purposes and ultimate conclusion of value herein included the current and competitive open market using vacant industrial land sales and other land sales similarly influenced as the subject property. The data is then analyzed as it relates to the subject property and an estimate of market value of the fee simple interest is concluded, as of the effective date of valuation, from the range of value indicators. Finally, an appraisal report is prepared that summarizes the analyses and conclusions of the appraiser. The subject property is comprised of vacant land and only the Sales Comparison Approach to value will be included in this report.

The value conclusion presented herein excludes the value of personal property including furnishings, fixtures, and equipment (F, F & E), as well as business inventory. As well, the valuation process excludes goodwill of the business, intangible, and/or going concern value. The conclusion of value is limited strictly to real estate; that is, land and any improvements that are identified within this report.

The scope of work for this assignment has been described above and is considered acceptable for this appraisal assignment. The analyses, opinions, and conclusions of this appraisal report have been prepared in accordance with accepted appraisal practices and procedures provided by USPAP, FIRREA, and the Appraisal Institute.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the fee simple interest of subject property identified herein, as of the effective date of valuation.

INTENDED USE OF APPRAISAL AND INTENDED USER

The intended use of this appraisal is to determine market value for potential acquisition purposes. The intended user of this appraisal is the City of Ocala. I have not provided any services regarding the subject property within the prior three years, as an appraiser or in any other capacity.

PROPERTY RIGHTS APPRAISED

The value conclusion presented herein acknowledges the fee simple interest of the subject property.

Fee Simple Interest

Fee simple interest is defined as absolute ownership unencumbered by any other interest or estate. A person who owns all of the property rights is said to have fee simple title, subject only to the limitations of eminent domain, escheat, police power, and taxation.

APPRAISAL DATES

The effective dates of this appraisal are as follows.

Date of Inspection:	January 29, 2026
Effective Date of Value:	January 29, 2026
Date of Report:	February 2, 2026

DEFINITION OF VALUE

The following definition was compiled from the ***Code of Federal Regulations, Title 12, Chapter I, Part 34.42[g]*** and ***The Dictionary of Real Estate Appraisal,* Sixth Edition**, published by the Appraisal Institute.

Market Value

Market value is defined as the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and

seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and,
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

IDENTIFICATION OF THE PROPERTY

The subject property of this appraisal is identified as approximately 6.65 acres (289,674 SF) of vacant land located east of NW Martin Luther King, Jr. Avenue in Ocala, Marion County, Florida. It is further identified as Parcel No. 25502-000-00 and includes easement access from the terminus of NW 18th Street.

LEGAL DESCRIPTION

The complete legal description for the subject property is located in the Addenda of this report.

PROPERTY OWNERSHIP

As of the effective date of valuation, fee simple ownership of the subject property is identified as:

Stavola Investments, LLC
Post Office Box 8
Anthony, Florida 32617-0008

HISTORY OF THE PROPERTY

Sales History

The subject property has been in its present ownership for at least the past three years. In addition, the subject is not currently listed for sale. However, the client provided a preliminary Agreement For Purchase and Sale of Real Property between the City of Ocala, Florida (buyer) and the owner of record (seller). The preliminary contract includes a purchase price of $550,000, or $82,707/AC. The prospective purchase price is within the range of the comparable land sales studied and will not be discussed further. No other information was provided to the appraiser.

Rental Data

The subject includes vacant land and no lease agreements were provided to the appraiser.

TAXES AND ASSESSMENTS

The subject property is included in the 2025 Marion County Property Assessment Roll as Parcel No. 25502-000-00. The total just value in 2025 was $146,488 and the total assessed

value in 2025 was $89,021. The 2025 combined tax liability and assessments for the subject were $1,944.42. Based on information provided by the Marion County Tax Collector's Office, real estate taxes have not been paid for 2025. However, there are no past due taxes from previous years.

ZONING AND LAND USE PLANS

According to the City of Ocala Land Development Regulations and Comprehensive Plan, the subject property include the following classifications.

Zoning

M-3, Heavy Industrial

The Heavy Industrial (M-3) district is intended primarily for those heavy manufacturing and processing activities, which create undesirable effects that are not properly associated with residential or commercial areas. Outdoor manufacturing activities and storage associated with permitted uses may be allowed in the M-3 district. Service and commercial establishments, as well as showroom and outdoor sales, are not permitted in this district.

The following uses are permitted without exception in the Heavy Industrial (M-3) district: construction service establishment; parking lot; professional and business office; construction and demolition landfill; materials recovery facility; assembly of electronic components; manufacturing, light; recreational vehicle and boat outdoor storage; recycling center; research and testing laboratory; warehouse; and, wholesale and distribution. Outdoor storage is permitted as an accessory use. Residential, retail, agricultural, eating or drinking establishment, hospitality and tourism, personal service, vehicular service, education/recreation/social uses, public uses, and health care uses are not permitted.

The minimum lot size is 44,000 SF and the minimum lot width is 200 feet. The maximum building height is 150 feet. There are no minimum building setbacks.

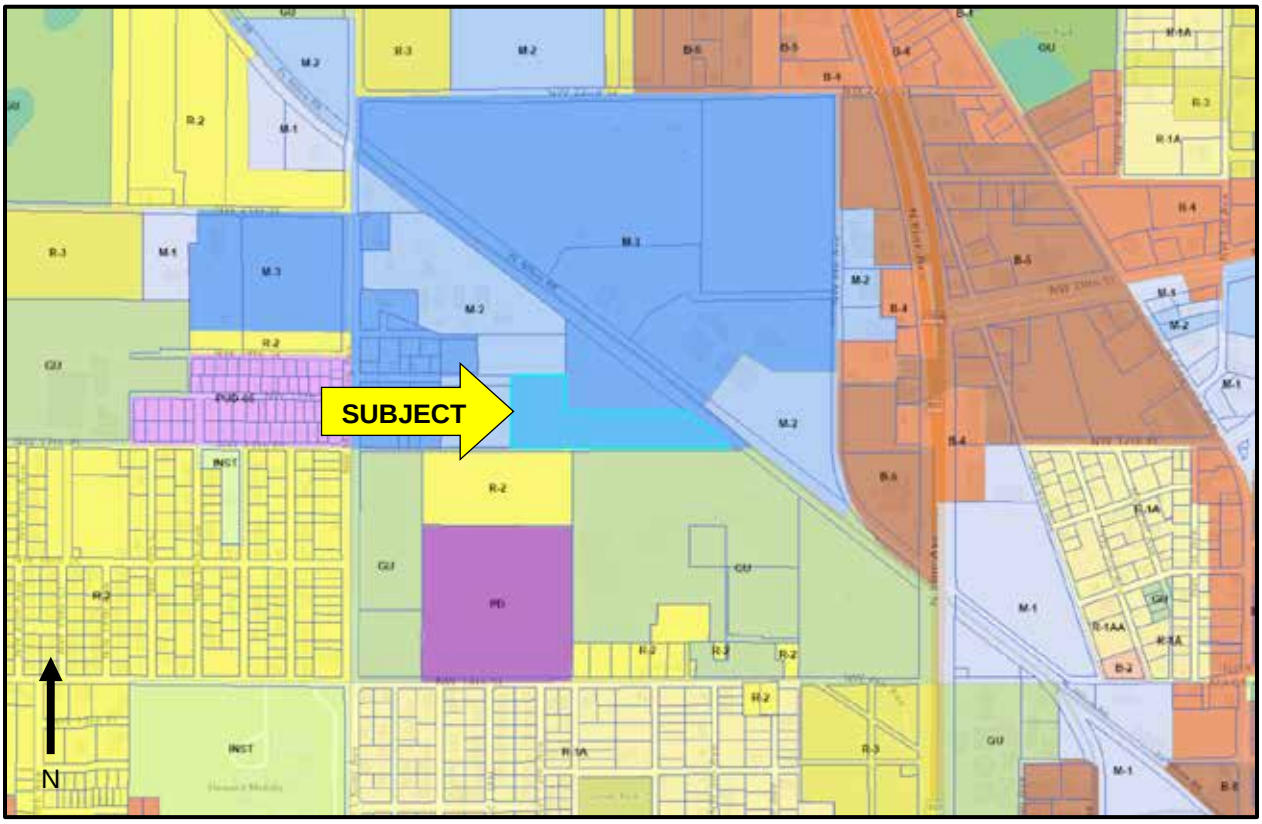
Future Land Use

According to the City of Ocala Comprehensive Plan, the subject property is located within the **Medium Intensity/Special District** future land use classification. The intent of this category is to identify neighborhood- and community-serving activity centers, generally represented as "Medium Low" or "Medium High" on the Ocala 2035 Vision. The Medium Intensity/Special District category encourages developments with two or more uses. Permitted uses include residential, office, commercial, public, recreation, institutional, light industrial, and educational facilities. This future land use category is characterized by buildings that are one to four stories in height. The use of Best Practices Design Guidelines is required in this land use category, with the form of buildings and development regulated by the Form Based Code. Buildings are to have moderate build-to-lines from the street and public right-of-way. Parking may occur on-street or in the

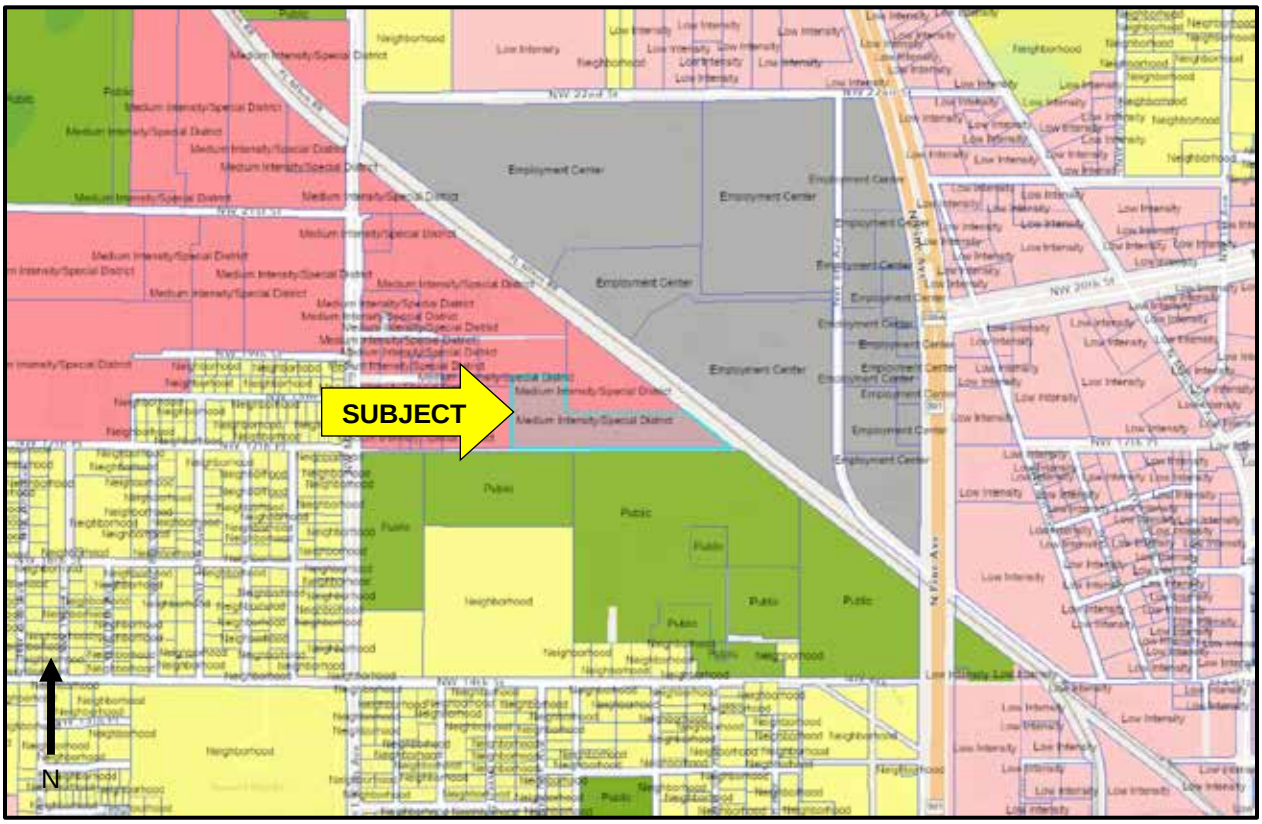
moderate build-to-line of buildings, though rear and side yard parking is encouraged. Shade for pedestrians should be provided through landscaping and/or building design. Open space should consist of large neighborhood and community parks. To promote a walkable urban form, the minimum density allowed is five units per gross acre. The maximum density (before incentives) is 30 units per gross acre. The Medium Intensity/Special District category encourages a typical floor area ratio (FAR) range of .15 to 4.0. Increased density and intensity incentives may be approved for inclusion of workforce housing, green building and sustainable design standards, setting aside right-of-way for trails, employment-generating uses, exemplary urban design, or other benefits to the City as specified in the Land Development Code. The location and application of incentives are set forth in the Land Development Code.

Based on the current zoning and future land use classifications, the conclusion of highest and best use for some form of industrial development is permissible on the subject property.

ZONING MAP



FUTURE LAND USE MAP



According to information from the Marion County Property Appraiser's Office, the subject site includes approximately 289,674 SF, or 6.65 acres. The subject is situated east of NW Martin Luther King, Jr. Avenue with easement access from the terminus of NW 18th Street. The slightly irregular-shaped site has grassy characteristics with minimal tree cover. The highest elevations were noted in the central portion of the site with a gradual downward slope to the north, south, east, and west. It should be noted the property has earthen berms and debris piles along the south and east boundaries. The subject includes an interior lot configuration with easement access from the terminus of NW 18th Street, which is accessible from NW Martin Luther King, Jr. Avenue. The property is situated level with road grade. The CSX Railroad (Florida Northern Railroad) right-of-way is situated along the east boundary.

The subject property includes sections of post and wire and chainlink fencing along the south and east boundaries. The fencing is older and in poor condition and provides no contributory value.

Adjacent uses include vacant land to the north and west, City-owned property (William James Walking Trail) to the south, and the Railyard One property to the east. NW 18th Street extends east from NW Martin Luther King, Jr. Avenue as a two-lane paved interior street and then continues north and east as an unpaved dirt road towards the subject site. Although an aerial map provided by the Marion County Property Appraiser's Office indicates the right-of-way for SW 18th Street (50-feet wide) extends in an east/west direction from NW Martin Luther King, Jr. Avenue, the roadway physically begins within a City-owned property (Parcel No. 25489-000-00) adjacent south of the aforementioned right-of-way. It then turns north to the right-of-way and continues east to another City-owned parcel (Parcel No. 25491-001-00) that provides easement access to the northwest corner of the subject property. NW Martin Luther King, Jr. Avenue is a connector that extends from NW 35th Street to SW 17th Street (SR 464) and includes four asphalt-paved lanes, concrete and landscaped median, center turn-lane to NW 18th Street, concrete curbs and gutters, concrete sidewalks, overhead electric service, and streetlights. Based on information provided by the Florida Department of Transportation (FDOT), the annual average daily traffic (AADT) data along NW Martin Luther King, Jr. Avenue (NW 10th Street to NW Gainesville Road) in 2024 was a total of 7,400 trips.

The subject property includes water, sewer, and electricity provided by the City of Ocala. According to FEMA Flood Insurance Rate Map Panel No. 12083C 0509 E, dated April 19, 2017, the subject site is located in Zone X, an area of 0.2% annual flood chance or of 1% annual chance flood with average depths of less than one foot or with drainage areas less than one square mile. Based on a National Wetlands Inventory Map provided by the U.S. Fish and Wildlife Service, the subject property does not include any wetlands.

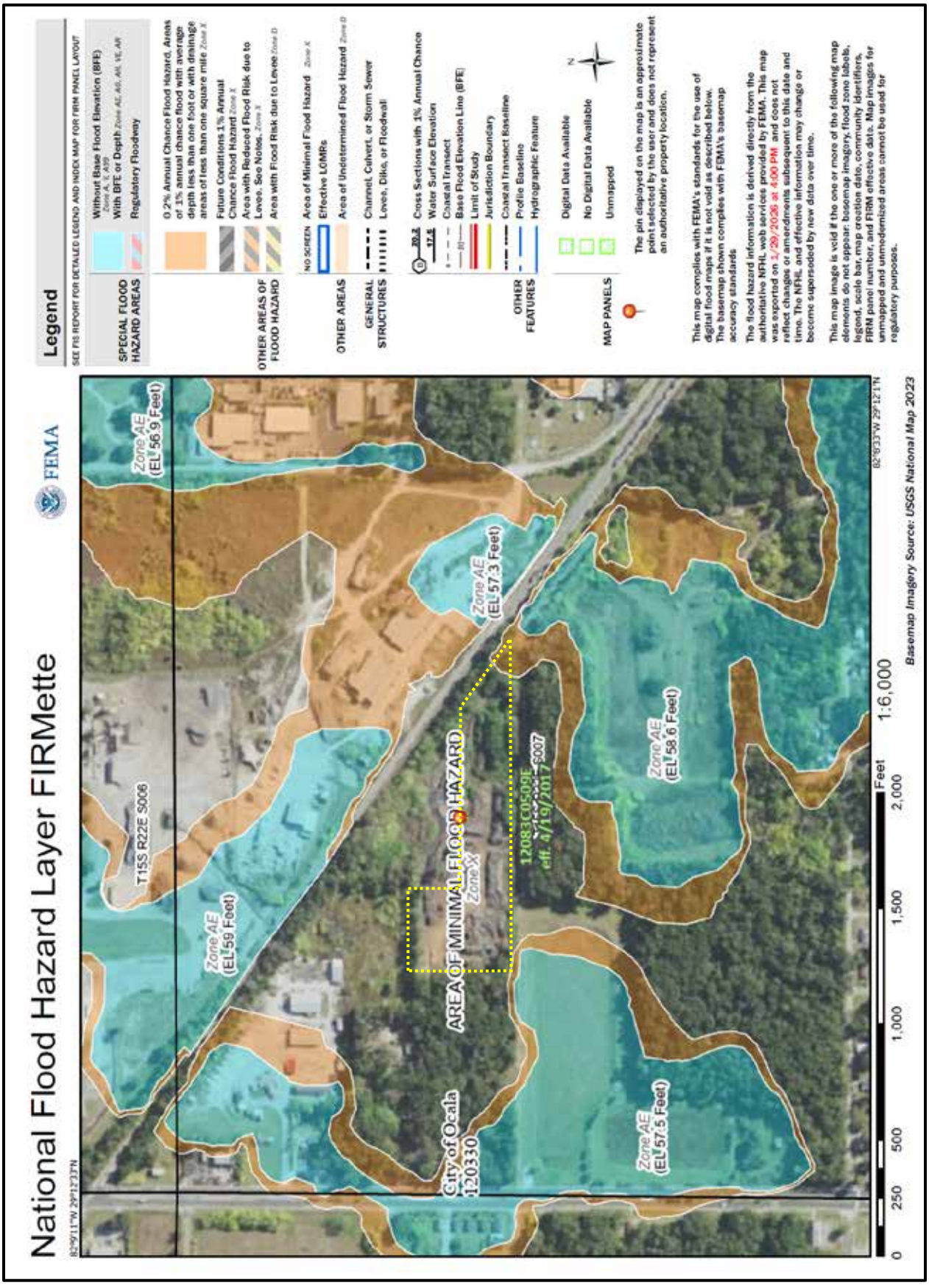
AERIAL MAP



AERIAL MAP


NW 22 ST
NW 8 AVE
SUBJECT
NW 17 LN
NW MARTIN L KING AVE
NW 15 AVE
NW 14 AVE
NW 13 AVE
NW 12 AVE
NW 11 AVE
NW 9 AVE
NW 7 AVE
N

FLOOD INSURANCE RATE MAP



As was previously discussed, the subject property is identified as approximately 6.65 acres (289,674 SF) of vacant land located east of NW Martin Luther King, Jr. Avenue in Ocala, Marion County, Florida. It is further identified as Parcel No. 25502-000-00 and includes easement access from the terminus of NW 18th Street. Please refer to the Site Description and Analysis section of this report for descriptions of the subject site and any improvements.

Based on my comparison of the subject with other vacant sites in the market area, the physical characteristics are typical of similar properties. The slightly irregular-shaped site includes grassy characteristics with minimal tree cover, highest elevations in the central portion of the site, and a gradual downward slope to the north, south, east, and west. The property has earthen berms and debris piles along the south and east boundaries. It includes an interior lot configuration with easement access from the terminus of NW 18th Street, which is accessible from NW Martin Luther King, Jr. Avenue. The CSX Railroad (Florida Northern Railroad) right-of-way is situated along the east boundary. These characteristics are conducive to development that would benefit from the location just removed from NW Martin Luther King, Jr. Avenue. As a result, this analysis indicates the subject is overall comparable to other vacant properties in the area.

As previously discussed in the Zoning and Land Use Plans section of this report, the subject is zoned M-3, Heavy Industrial with a Medium Intensity/Special District future land use classification. The M-3 district is intended primarily for those heavy manufacturing and processing activities that create undesirable effects not properly associated with residential or commercial areas. Outdoor manufacturing activities and storage associated with permitted uses may be allowed in the M-3 district. Service and commercial establishments, as well as showroom and outdoor sales, are not permitted in this district. In addition, residential, retail, agricultural, eating or drinking establishment, hospitality and tourism, personal service, vehicular service, education/recreation/social uses, public uses, and health care uses are not permitted. Due to the location removed from NW Martin Luther King, Jr. Avenue and within a neighborhood that is largely comprised of commercial and industrial properties, some form of industrial development is appropriate.

A review of the City of Ocala Future Land Use Maps shows the subject's location in relationship with surrounding land uses. The zoning and future land use patterns are consistent with planning policies, and adjacent land uses in the area are complementary. As a result, there are no probable zoning or future land use amendments for the subject. Please refer to the Zoning and Land Use Plans section for more detailed discussion of the public regulations governing the subject property.

A neighborhood has been defined as a grouping of complimentary land uses affected in a similar manner by the following forces: social, economic, governmental, and environmental, which affect all property values. In addition to physical boundaries, neighborhood boundaries can be further identified by perceptible changes in such characteristics as degree of similarity in land use, type of structure, architectural style, and

maintenance. Its surrounding community or metropolitan area influences every neighborhood.

The general neighborhood that has the greatest impact upon the highest and best use of the subject property is described as the land area lying east of I-75, south of NW 35th Street, north of US Highway 27, and west of US Highway 301/441 in northwest Ocala. Much of the neighborhood is zoned industrial and is utilized for a variety of industrial purposes. Although industrial utilization is the most predominant use found in the subject neighborhood, other land uses also exist. This is evidenced by residential uses that are scattered throughout the neighborhood, but away from the major thoroughfares. Other significant land uses include commercial properties situated along NW 27th Avenue, US Highway 301/441, and US Highway 27. These uses are most prevalent at the US Highway 27 interchange with I-75.

According to information provided by CoStar, the 2024 population estimate within five miles of the subject property was 88,962 persons, which represents a 3.54% increase over 2020 levels. This is expected to increase to 103,829 persons in 2029. The average household size is 2.30 persons and 56.66% of the homes are owner-occupied. The median age within a five-mile radius of the subject is 40.90 years and the unemployment rate of 1.66% is below the Ocala/Marion County and State averages of 6.3% and 4.2%, respectively (United States Department of Labor, Bureau of Labor Statistics, November 2025). The average household income in the area is $74,644 and the median household income is $51,116. The median home value within five miles of the subject property is $190,405 and the median year built is 1983. Lastly, a slight majority of the homes in the immediate area are valued between $100,000 and $200,000 (32.01%), while 27.02% of the homes are valued between $200,000 and $300,000 and 21.06% of the homes are valued at less than $100,000.

The industrial complexion of the subject neighborhood is due primarily to the proximity of the three I-75 interchanges of west Ocala. The subject neighborhood accesses I-75 via US Highway 27, while the SR 40 interchange is located about 1½ miles to the south and the SR 200 interchange is approximately four miles to the south. In addition to favorable distribution routes available to the subject neighborhood, other amenities include rail access, a full complement of City utilities, and the Ocala International Airport, which is located at the southwest corner of the signalized intersection of SR 40 and SW 60th Avenue.

The Florida Department of Transportation (FDOT) also plans to construct a new Diverging Diamond Interchange (DDI) in the area of I-75 and NW 49th Street. This interchange will improve interstate and regional mobility within Marion County, accommodate future traffic growth, and provide relief to existing surrounding interchanges. The DDI design was chosen because it has proven to enhance efficiency and increase safety by eliminating left turns across oncoming traffic. Construction of the interchange is funded for 2025 and the total costs including design, right-of-way-acquisition, and construction are $100,500,000. This interchange will be located approximately 3½ miles northwest of the subject and construction is expected to commence in 2025. Buc-ee's acquired a 34.47-acre

site at the southeast pin of the proposed I-75/NW 49th Street interchange. It is proposed to be the largest Buc-ee's in Florida at 80,000 SF with 120 fuel pumps and 750 parking spaces. Other properties near the proposed interchange have been purchased in the past few years with plans for additional commercial and industrial development. This interchange will connect to NW 35th Street within the Ocala-Marion County Commerce Park. The roadway is part of a road widening project that is planned to extend east to SR 40 in Silver Springs. It has currently been completed between NW 35th Avenue Road and W. Anthony Road, which has resulted in increased industrial development in the area.

The Ocala-Marion County Commerce Park is located in the northeast quadrant of the I-75/US Highway 27 interchange. It comprises about 490 acres that fronts northbound I-75 at US Highway 27 and another 244 surrounding acres that could be consolidated for a mixed-use commerce park. The development includes the 383,161 SF FedEx Ground package distribution hub, a 444,000 SF AutoZone distribution hub that serves 290 stores throughout Florida and Puerto Rico, a 600,000 SF distribution facility for Chewy.com, and the 617,046 SF Florida Crossroads Logistics Center (Amazon). A 27.85-acre parcel was acquired by Peak Development in 2021 and subsequently developed with a 350,895 SF warehouse known as the Ocala Logistics Center. The entirety of the space was leased to BroadRange Logistics in November 2023. Another 35.14-acre site was purchased by SFG Ocala I, LLC in 2021 and developed with the Topline Logistics Center, which includes 457,217 SF of space that was leased in November 2025. The most recent acquisition of real estate in the Ocala-Marion County Commerce Park occurred in September 2023 when Averitt Express purchased 15.41 acres for the development of a transportation and logistics facility that will includes three phases totaling approximately 70,000 SF.

The other industrial parks east of I-75 are generally situated along and just removed from the road frontage of NW 27th Avenue. These subdivisions include Shady Road Industrial Park, Going's Corner, Galloway and Sands Industrial Subdivision, Bryan's (Bison) Industrial Park, Central Park, and South Forty Industrial Park. This area includes the Hale Products-Class 1, Outlaw Snax, Cheney Brothers, Green Ops-Ocala, and Raney's Truck Parts manufacturing and distribution facilities.

Other industrial properties located proximate to the subject include The Carport Company, Ace Distribution Solutions, Tri-County Truck and Trailer Repair, Anderson Columbia Plant No. 8, Encore Electric, Elite Construction, Capris Furniture, Counts Construction, Robinson Custom Metals, Frampton Construction, Fletcher Plumbing, Thompson Custom Auto, Friends Recycling, Carl Johnson Towing, Groeb Motors, Paintworx, Sallee Horse Vans, Hall-Mark Fire Apparatus, Air Parts, Trademark Electric, Southern Marble, Ray's Construction of Ocala, D & S Pallet Recycle, Steve Allen Construction-Tallen Builders, Marcum Construction, All American Cabinetry, Advanced Marketing Southeast, Butcher Transportation, A & A Trucking and Excavating, D & D Asphalt, and Ocala Recycling. A 148,000 SF facility for Antebellum Manufacturing was recently completed along NW 35th Street. The majority of these properties are situated along NW 27th Avenue and NW 35th Street. It should be noted these properties are predominately owner-occupied and limited comparable rental data was available for the immediate neighborhood.

Primary factors of influence within the neighborhood include commercial and light industrial uses that service the surrounding residential base, as well as its proximity to I-75 and downtown Ocala. The proximity to I-75 allows for easy transportation access for distribution purposes as evidenced by the numerous industrial parks located near the interchanges. As well, the eastern boundary is located along US Highway 301/441, a major north/south artery in Ocala that provides excellent visibility and exposure for retail commercial uses (used car dealerships, fast food restaurants, branch banks, service stations, and convenience stores).

Commercial uses in the subject neighborhood are generally situated along US Highway 27 and N. Pine Avenue (US Highway 301/441). The properties include restaurants, auto sales and service centers, office buildings, retail properties, and convenience stores with fuel sales. The neighborhood also includes several mobile home dealerships situated along US Highway 27 to the west of NW 27th Avenue. A number of hotels, motels, convenience stores with fuel sales, and fast food restaurants are located at the I-75 interchange with US Highway 27. UF Health recently completed a neighborhood hospital with emergency department services at the northeast pin of the I-75/US Highway 27 interchange. In addition, NW 30th Avenue, which is situated east of the Marion County Criminal Justice Complex, includes numerous office buildings that are primarily operated by bail bondsmen.

As well, the governmental facilities in the area include the Mary Sue Rich Community Center, Ocala Wetland Recharge Park, Howard Middle School, Madison Street Elementary School, and the Marion County Jail. Other governmental properties in the neighborhood include the State of Florida Department of Transportation facility, and the Marion Regional Juvenile Detention Center. It should be noted the presence of the Marion County Criminal Justice Complex and the Marion Regional Juvenile Detention Center could be perceived as having a negative influence on the neighborhood with respect to marketing. However, NW 10th Street is also improved with a mixture of commercial and industrial uses including Chariot Eagle, Waste Pro, Stone & Surface Designers, and Windstream Utilities.

The increased industrial development has spurred residential construction in the form of single-family residential lots and apartments. The residential properties are scattered throughout and include a mixture of single- and multi-family residential uses. These properties are generally older and of fair to average quality. However, Sable Run was recently completed along the south side of NW 21st Street. It includes 18 lots that represent an undeveloped portion of the Howard Heights subdivision. The most significant development in the residential sector of the subject neighborhood is West Oak, which is situated on the site of the former Pine Oaks golf course about ⅔ mile northwest of the subject. The property comprises more than 217 acres that is proposed to include a total of 2,300 multi-family residential units, 150 townhome units, and 170 single-family residential lots, as well as 12,000 SF of commercial space. The project is divided into four phases with development planned through 2027.

The first phase of development included the renovation of the existing clubhouse into a fitness center and swimming pool identified as The Club at West Oaks. Aurora St. Leon

Apartments is located at the northwest corner of NW 21st Street and NW 21st Avenue. It is a 272-unit complex that includes one-, two-, and three-bedroom units, as well as a bark park, pet spa, game lawn, fitness center, and community swimming pool. The Laurels at West Oak subdivision is situated just north of Aurora St. Leon Apartments. It includes 170 single-family residential lots with home/lot packages by Adams Homes and Century Complete starting at $268,990. Madison Oaks West is located in the north portion of the development just south of NW 35th Street. It is a 96-unit complex with one-, two-, and three-bedroom units. The complex includes a community swimming pool, playground, picnic pavilion, and business center. There have been two sales of multi-family residential land in the northwest portion of the site and each parcel is proposed to be developed with 250 units. Discussions with the developer (Scott Siemens) indicated the buyer has plans to take down three additional parcels and construct a total of 1,500 apartment units.

A large portion of the described neighborhood includes single-family residential subdivisions that are improved with fair to average housing in terms of size, quality, and price. They are located sporadically throughout the area, but predominantly away from the major roadways in the central and eastern portions. These are generally mature developments that were constructed more than 50 years ago. They were noted as Tree Haven, Howard Heights, Bunche Heights, Richmond Heights, Belvedar, Bethune Village, Westwood Park, and others. Although the majority of apartment complexes in northwest Ocala are located south of US Highway 27, the neighborhood includes Aurora St. Leon Apartments and Madison Oaks West. Another multi-family residential project that has been partially completed and is currently on hold is identified as Crystal Park Apartments with 130 proposed units. This suggests apartments and other multi-family residential uses have been accepted in the area.

The City of Ocala plans to expand on the success of the West Oak development with a revitalization plan for the surrounding area. The Ocala Wetland Recharge Park represented one of the initial phases of the plan with the next phase identified as Reeds Place. This includes the land lying south of NW 21st Street, north of NW 17th Street, east of NW 21st Avenue, and west of NW Martin Luther King, Jr. Avenue. The Mary Sue Rich Community Center serves as the anchor for this area of revitalization. Based on plans provided by the City, the project could potentially include a mixture of single-family residential, multi-family residential, and mixed-use (commercial and residential space) development connected by interior roadways and pedestrian walkways.

However, a portion of Reeds Place is located on the site of the former Royal Oaks Charcoal Plant that operated from 1970 to 2006. The City secured a Florida Department of Environmental Protection (FDEP) Brownfields grant to perform an environmental assessment and complete remediation work from 2011 to 2020. The east portion of the former plant includes on-site soil contamination that is above levels appropriate for residential development and further remediation is necessary. Furthermore, there is a potential for on-site groundwater contamination that is monitored by six monitoring wells. In order to develop the remainder of the former plant site it is likely the soil will need to be excavated and removed and the groundwater must continue to be monitored.

Between 2000 and 2010, the county's population increased from 258,914 to 331,298, an increase of about 28.0%. As of July 1, 2023, the population of Marion County had increased to 403,966. During the same 10-year period (2000-2010), 42,671 new residential units were constructed in Marion County. According to the U.S. Census Bureau, the number of new residential units constructed annually increased from 2,354 in 2000 to 7,453 in 2005. The number of new residential units for 2006 dropped slightly to 7,063 and each successive year to a low of 397 in 2012. The number of units permitted then gradually increased with 630 residential units in Marion County during 2013, 755 in 2014, 1,055 in 2015, 1,426 units in 2016, 2,234 units in 2017, and 2,808 units in 2018. There were a total of 2,357 permits issued for residential housing in 2019. Although the number of permits issued in 2019 was slightly lower than 2018 levels, there was a significant increase in 2020 with 3,814 housing units permitted. In addition, there were a total of 6,229 units permitted in 2021, 6,489 units in 2022, 5,197 units in 2023, and 7,071 units in 2024. There have been a total of 5,403 units permitted through November 2025. With respect to the area of the subject property (five-mile radius), 6,006 housing units were constructed between 2000 and 2010, while 3,462 housing units have been built in the area since 2010.

Due to the current inventory of vacant lots within existing developments throughout Marion County, growth patterns for the county are not expected to change significantly. However, demand for new housing units has increased as evidenced by the higher number of residential units permitted. Additionally, an increase in demand for new residential development in the subject neighborhood is anticipated as evidenced by the limited availability of vacant lots in existing subdivisions and the higher number of building permits issued for residential housing units.

That being said, the United States of America continues to recover from a national health pandemic caused by COVID-19 (coronavirus). In the short-term, financial markets and the global economy experienced significant volatility and turmoil. The Federal Reserve responded to the pandemic with significant reductions to interest rates in an effort to offset market uncertainty. In an effort to avoid face-to-face contact, banks initially reduced access to their lobbies. These policies were relaxed and increased transaction volumes were the result. However, interest rates have since increased and lending has decreased to some degree.

With respect to Florida, the number of new cases peaked in July 2020 and then decreased throughout August 2020 to the middle of October 2020. The number of cases peaked again in January and mid-August 2021, January 2022, August 2023, and most recently in July 2024. Although intermittent spikes may occur in the future, there is optimism any market disruptions could be short-term. Vaccines are widely available to the general public. In addition, recent studies indicate natural immunity generated from an infection was found to be at least as high, if not higher, than that provided by the vaccines. My analysis relies on the best market data available. Furthermore, the market continues to stabilize and revert to prior conditions as the public health risk remains contained.

In conclusion, this neighborhood includes a mixture of commercial, light industrial, and residential properties. As a result, the subject neighborhood reflects an accepted industrial

area of Ocala. This area has proven to be successful with these types of properties and it is these uses that impact the highest and best use of the subject to the greatest extent. Marketing activity in this portion of Ocala has been fairly stable due to the mature age of the developments and properties located therein. Although the majority of newer construction has occurred west of I-75 and proximate to the Ocala International Airport, the construction of the Ocala-Marion County Commerce Park has spurred industrial development in the area. The growth in the industrial sector has created demand for residential units and portions of the immediate area are transitioning to residential uses. However, due to the proximity to I-75, the area continues to be accepted for industrial use. The area also includes ample infrastructure and a large residential base that provide the foundation for development in the future. In addition, the widening of NW 35th Street, as well as the proposed construction of a new I-75 interchange at NW 49th Street and the construction of the West Oak development, should further enhance the marketability of the neighborhood, the immediate area, and the subject property.

HIGHEST AND BEST USE ANALYSIS

The basis of an appropriate conclusion of final value is the identification of the most profitable and competitive use to which a property can be put. This is accomplished through an analysis of the property's highest and best use.

***The Appraisal of Real Estate,* Fourteenth Edition**, published by the Appraisal Institute, defines highest and best use as:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

Highest and best use analysis is a three-step process. The first step involves the highest and best use of a site as though vacant. The determination must be made to leave the site vacant or to improve it. If the conclusion is to improve the site, the second step is to determine the ideal improvement. The final step is a comparison between the ideal improvement and the existing or proposed improvement. At this point, the determination must be made to maintain the property in its present or proposed form or to modify the improvements to conform more closely with the ideal.

AS VACANT

Acknowledging the existing zoning (M-3, Heavy Industrial) and future land use (Medium Intensity/Special District) designations, as well as location removed from NW Martin Luther King, Jr. Avenue, development of the subject site is intended for industrial uses. As sale prices and rental rates for comparable industrial space increase and vacancy levels remain low, the costs to acquire land and develop new facilities are more feasible and construction is expected to continue. This is supported by recent vacant industrial land

sales and new construction in the market. As a result, the financial feasibility for industrial development is well stated due to the location proximate to existing industrial properties and US Highway 27, NW 35th Street, and I-75. Market data and discussions with knowledgeable market participants also indicate property values and rental rates for industrial properties continue to increase. Such a use should result in maximum productivity for the site with ample size for buildings, site improvements, greenspace, and required on-site water retention. Therefore, use of the subject for **industrial development** purposes represents the highest and best use of the subject site, as vacant.

PROCESS OF ANALYSIS AND VALUATION

Traditionally, there are three approaches utilized in the valuation of real property. These include the Cost Approach, Sales Comparison Approach, and Income Capitalization Approach.

The Cost Approach is based on the principle of substitution, which states that no rational person would pay more for a property than the amount for which can be obtained, by purchase of a site and construction of improvements, without undue delay, a property of equal desirability and utility. The basic steps of the Cost Approach are to estimate site value, as vacant, estimate the reproduction cost new of the basic improvements and minor structures (excluding any that were included as part of the site value), and then estimate, in dollar amounts, the accrued depreciation caused by the physical deterioration, functional deficiencies or superadequacies, or any adverse external influences. The next step is to deduct the accrued depreciation from the improvement's estimated reproduction cost new to arrive at a present depreciated cost estimate. Then, by adding the site value estimate, the result is to arrive at an indicated value for the property via the Cost Approach.

The Sales Comparison Approach is based on the principal of substitution, which indicates that an informed purchaser would pay no more for a property than the cost of acquiring an equally desirable substitute property with the same or similar utility. This approach is applicable when an active market provides sufficient quantities of reliable data that can be verified from authoritative sources. The Sales Comparison Approach is reliable in a dynamic market or if an estimate of value is related to properties for which there are comparable sales available. This approach to value is also pertinent when sales data can be verified with the principals to the transaction. Heavy emphasis is placed on this approach to value in an active market.

In the Income Capitalization Approach, we are concerned with the present value of any future benefits of property ownership. Future benefits are generally indicated by the amount of net income the property will produce during its remaining useful life. After comparison of interest yields and characteristics of risk for investments of similar type and class of properties, this net income is then capitalized into an estimate of value. The value indicated by the Income Capitalization Approach is generally the most indicative value indication for properties that are held for income production or for investment purposes.

After obtaining value estimates by the Cost, Sales Comparison, and Income Capitalization Approaches, the results are reconciled into a final market value conclusion. This reconciliation process is a weighing of the strengths and weaknesses of each approach in order to reconcile the independent valuation estimates into a single, comprehensive estimate of market value.

For purposes of this appraisal report, only the Sales Comparison Approach to value will be included herein.

The Sales Comparison Approach of this appraisal will compare sales of similarly influenced properties with the subject. The reliability of this approach rests in the validity of the sales presented in terms of sale price, location, date of sale, physical characteristics, and so forth. This is accomplished by the verification process in which parties to the transactions are interviewed to verify information concerning the sales.

This approach is based on the Principle of Substitution, which holds that buyers and sellers go through a process similar to the comparison process herein when selecting a property based upon personal preferences, tastes, opinions, and desires. Adjustments are made to the sales when differences are found after comparing them to the subject.

The procedures of the Sales Comparison Approach include the investigation of the market for comparable sales based upon the best verification available. These land sales are then compared to the subject and adjustments are applied (as needed) to account for differences noted. Examination and analysis of the sales and the resulting adjusted sale prices provide the best reflection of value for the subject property via the Sales Comparison Approach.

Due to the conclusion of highest and best use, as vacant, for some form of industrial development, sales of similar vacant parcels in the subject neighborhood are compared to the subject resulting in an appropriate conclusion of value for the subject site. Due to the limited number of vacant industrial land sales, the sales studied also include similar-sized properties in the immediate area. Because no two properties are identical, adjustments are applied as an equalizer to account for differences between the sales and the subject. In lieu of specific adjustments, the bracketing process will be employed. This process "brackets" the subject between the sales with superior (-) and inferior (+) characteristics with the indication of value for the subject emphasizing those sales with similar features. This will be demonstrated in the following analysis.

The land sales presented in the following table are located in the subject's market area and other areas of similar economic influence. As a result, the sales studied are considered to be the most comparable to the subject property and will be used to provide the estimate of market value for the subject via the Sales Comparison Approach, as of the effective date of valuation.

Based on market evidence, vacant properties approved for industrial development are most commonly valued on a price per acre basis. All of the comparable land sales have been inspected and analyzed on the basis of conditions of sale, market conditions (time), location, size, physical characteristics, amount of road frontage (accessibility), and permitted development density (zoning). These adjustments will be applied to the land sales presented in the following table. The comparable land sales location map and presentation of the land sales will follow the table.

COMPARABLE LAND SALES Subject: 6.65 AC										
Land Sale	**Sale Date**	**Size (AC)**	**C of S**	**Time**	**Loc.**	**Size**	**Phys. Char.**	**Access**	**Zoning**	**Adj. Sale Price/AC**
1	10/24	22.11	=	+	+	+	+	-	=	>$56,536
2	12/24	10.50	=	+	=	+	+	-	-	<$114,286
3	03/25	6.00	=	=	=	=	+	-	+	>$50,000
4	04/25	2.31	=	=	-	-	=	-	=	<$173,160
5	08/25	12.85	=	=	=	+	=	-	=	>$54,475
6	12/25	10.49	=	=	=	+	+	-	+	>$76,930

Range: **$50,000/AC to $173,160/AC**
Mean: **$87,565/AC**
Median: **$66,733/AC**

LAND SALES LOCATION MAP



LAND SALE 1



COUNTY:	Marion
RECORDING:	8443/0030
LOCATION:	South side of NE 24th Street just east of NE 25th Avenue, Ocala
SALE DATE:	10/07/2024
SALE PRICE:	$1,250,000 $56,536/AC
FINANCING:	Cash to seller
PROPERTY RIGHTS:	Fee simple
CONDITIONS OF SALE:	Arm's length
GRANTOR:	Chapman Family Foundation, Inc.
GRANTEE:	BFS Real Estate, LLC
LEGAL DESCRIPTION:	Lengthy legal lying in Section 03-15-22; Marion County, Florida
HIGHEST & BEST USE:	Industrial development
SITE SIZE:	963,112 SF; 22.11 AC

LAND SALE 1

SITE DESCRIPTION:	Slightly irregular-shaped site; heavy tree cover and underbrush; highest elevations to the west with a gradual downward slope to the east; interior lot configuration with paved road frontage along NE 24th Street; situated level with road grade; according to the FDOT, the AADT along NE 24th Street (CR 200-A to NE 36th Avenue) in 2023 was a total of 3,200 trips; CSX Railroad right-of-way along the south boundary
ZONING:	M-1, Light Industrial
FUTURE LAND USE:	Employment Center
FLOOD ZONE:	Zones X and A (FEMA Panel No. 12083C 0528 E; 04/19/2017); the property includes three pockets of Zone A in the central, north-central, and southeast portions of the site
IMPROVEMENTS:	None
ANALYSIS:	The property was listed for $1,500,000 and was on the market for 770 days prior to the sale; based on a study of industrial land sales in the market, the purchase price was somewhat aligned with market occurrences
VERIFIED WITH:	David Williams, Broker Associate (Showcase Properties of Central Florida) via MLS: 01/29/2026
VERIFIED BY:	Nathan R. Gibboney, MAI
PARCEL NO:	24265-000-00

LAND SALE 2



COUNTY:	Marion
RECORDING:	8501/1043
LOCATION:	West side of NW Gainesville Road (CR 25-A) between US Highway 301/441 and NW 35th Street, Ocala
SALE DATE:	12/23/2024
SALE PRICE:	$1,200,000 $114,286/AC
FINANCING:	Cash to seller
PROPERTY RIGHTS:	Fee simple
CONDITIONS OF SALE:	Arm's length
GRANTOR:	FRHP Lincolnshire, LLC
GRANTEE:	NW 20th Street, LLC
LEGAL DESCRIPTION:	Lengthy legal lying in Section 06-15-22; Marion County, Florida
HIGHEST & BEST USE:	Commercial development
SITE SIZE:	457,380 SF; 10.50 AC

LAND SALE 2

SITE DESCRIPTION:	Slightly irregular-shaped site; grassy characteristics with pockets of moderate tree cover; highest elevations to the east with a gradual downward slope to the west; interior lot configuration with paved road frontage along CR 25-A; situated level with road grade; the property is divided by a 40'-wide right-of-way for NW 31st Street, which has not been constructed; according to the FDOT, the AADT along CR 25-A (US Highway 441 to NW 35th Street) in 2023 was a total of 18,700 trips
ZONING:	B-4, General Business (north 5.00 AC) B-5, Wholesale Business (south 5.50 AC)
FUTURE LAND USE:	Low Intensity (north 5.00 AC) Employment Center (south 5.50 AC)
FLOOD ZONE:	Zones X and AE (FEMA Panel Nos. 12083C 0507 D and 12083C 0509 E; 08/28/2008 and 04/19/2017); the property includes two pockets of Zone AE in the south portion of the site with a base flood elevation of 63.0 feet
IMPROVEMENTS:	The south portion of the property includes paving and infrastructure associated with the former RV sales and service facility
ANALYSIS:	The property was purchased for redevelopment; the verifying party indicated the south portion of the site will be developed with a 20,000 SF office warehouse facility, while there are no current plans for the north portion; based on other commercial land sales in the subject neighborhood, the purchase price was aligned with market occurrences
VERIFIED WITH:	Preston Kirkpatrick, grantee; 05/08/2025
VERIFIED BY:	Nathan R. Gibboney, MAI
PARCEL NO:	25237-001-01; 25238-000-02

LAND SALE 3



COUNTY:	Marion
RECORDING:	8567/1377
LOCATION:	West side of NW Martin Luther King, Jr. Avenue just north of NW 28th Place, Ocala
SALE DATE:	03/24/2025
SALE PRICE:	$300,000 $50,000/AC
FINANCING:	Allstate Servicing, Inc. ($200,000)
PROPERTY RIGHTS:	Fee simple
CONDITIONS OF SALE:	Arm's length
GRANTOR:	Intimacy House of Prayer, Inc.
GRANTEE:	Kut Different, Inc.
LEGAL DESCRIPTION:	Lengthy legal lying in Section 01-15-21; Marion County, Florida
HIGHEST & BEST USE:	Multi-family residential development
SITE SIZE:	261,360 SF; 6.00 AC

LAND SALE 3

SITE DESCRIPTION:	Rectangular site; heavy tree cover and underbrush; highest elevations to the northeast with a gradual downward slope to the southwest; interior lot configuration with paved road frontage along NW Martin Luther King, Jr. Avenue, as well as the terminus of NW 17th Avenue and NW 18th Avenue, which are interior streets within the Tree Haven Subdivision; situated level with road grade; according to the FDOT, the AADT along NW Martin Luther King, Jr. Avenue (NW 10th Street to NW Gainesville Road) in 2024 was a total of 7,400 trips
ZONING:	INST, Institutional
FUTURE LAND USE:	Low Intensity
FLOOD ZONE:	Zone X (FEMA Panel No. 12083C 0509 E; 04/19/2017)
IMPROVEMENTS:	None
ANALYSIS:	The property was listed for $350,000 and sold after 12 days on the market; it was purchased for development with a private school (Kut Different Academy); the zoning would have to be changed to permit residential development; based on a study of multi-family residential land sales in the market, the purchase price was aligned with market occurrences
VERIFIED WITH:	Contract; appraiser's files; 01/28/2025
VERIFIED BY:	Nathan R. Gibboney, MAI
PARCEL NO:	21447-000-01

LAND SALE 4



COUNTY:	Marion
RECORDING:	8610/0690
LOCATION:	Northeast corner of NE 11th Place and NE Osceola Avenue, Ocala
SALE DATE:	04/30/2025
SALE PRICE:	$400,000 $173,160/AC
FINANCING:	Seller ($350,000)
PROPERTY RIGHTS:	Fee simple
CONDITIONS OF SALE:	Arm's length
GRANTOR:	Scott L. & Kathy Sumner
GRANTEE:	Ocala Crane, LLC
LEGAL DESCRIPTION:	Lengthy legal lying in Block 5, Allred's Survey; Section 08-15-22; Marion County, Florida
HIGHEST & BEST USE:	Industrial development
SITE SIZE:	100,624 SF; 2.31 AC

LAND SALE 4

SITE DESCRIPTION:	L-shaped site; grassy characteristics with few trees; highest elevations to the south with a gradual downward slope to the north; corner lot configuration with paved road frontage along NE 11th Place, NE Osceola Avenue, and NE 3rd Avenue; situated level with all three road grades; according to the FDOT, there is no trip data for NE 11th Place, NE Osceola Avenue, and NE 3rd Avenue
ZONING:	M-1, Light Industrial
FUTURE LAND USE:	Low Intensity
FLOOD ZONE:	Zone X (FEMA Panel No. 12083C 0509 E; 04/19/2017)
IMPROVEMENTS:	The property includes older asphalt paving that provided no contributory value to the sale price
ANALYSIS:	Based on a study of other vacant industrial lot sales, the sale price was aligned with market occurrences
VERIFIED WITH:	Richard Mutarelli, Attorney; 08/05/2025
VERIFIED BY:	Nathan R. Gibboney, MAI
PARCEL NO:	26320-000-00

LAND SALE 5



COUNTY:	Marion
RECORDING:	8690/0619
LOCATION:	North side of NW 22nd Street just east of NW Martin Luther King, Jr. Avenue, Ocala
SALE DATE:	08/15/2025
SALE PRICE:	$700,000 $54,475/AC
FINANCING:	Cash to seller
PROPERTY RIGHTS:	Fee simple
CONDITIONS OF SALE:	Arm's length
GRANTOR:	Lewis Electrical Constructors, Inc.
GRANTEE:	BO & CO NP, LLC
LEGAL DESCRIPTION:	Lengthy legal lying in Section 06-15-22; Marion County, Florida
HIGHEST & BEST USE:	Industrial development
SITE SIZE:	559,746 SF; 12.85 AC

LAND SALE 5

SITE DESCRIPTION:	Rectangular site; grassy characteristics with heavy tree cover and underbrush; highest elevations to the north with a gradual downward slope to the south; interior lot configuration with paved road frontage along NW 22nd Street; situated level with road grade; according to the FDOT, there is no trip data for NW 22nd Street
ZONING:	M-2, Medium Industrial
FUTURE LAND USE:	Low Intensity
FLOOD ZONE:	Zone X (FEMA Panel No. 12083C 0509 E; 04/19/2017)
IMPROVEMENTS:	None
ANALYSIS:	The property was originally listed at $1,300,000 and sold after 725 days on the market; the site is located in an area historically comprised of industrial uses, which is transitioning to residential uses; based on a study of other industrial land sales in the market, the purchase price was somewhat below market occurrences
VERIFIED WITH:	Joe Krim, Broker (Boyd Real Estate); 01/29/2026
VERIFIED BY:	Nathan R. Gibboney, MAI
PARCEL NO:	25260-000-00

LAND SALE 6



COUNTY:	Marion
RECORDING:	8791/0453
LOCATION:	South side of NW 21st Street just east of NW 21st Avenue, Ocala
SALE DATE:	12/23/2025
SALE PRICE:	$807,000 $76,930/AC
FINANCING:	Cash to seller
PROPERTY RIGHTS:	Fee simple
CONDITIONS OF SALE:	Arm's length
GRANTOR:	Ocala Cleat Company
GRANTEE:	City of Ocala, Florida
LEGAL DESCRIPTION:	Lengthy legal lying in Section 12-15-221; Marion County, Florida
HIGHEST & BEST USE:	Multi-family residential development
SITE SIZE:	456,968 SF; 10.49 AC

LAND SALE 6

SITE DESCRIPTION:	Rectangular site; grassy characteristics with moderate tree cover; fairy level elevations with a gradual downward slope to the northwest; interior lot configuration with paved road frontage along NW 21st Street; situated level with road grade; according to the FDOT, there is no trip data for NW 21st Street
ZONING:	R-3, Multi-Family Residential
FUTURE LAND USE:	Medium Intensity/Special District
FLOOD ZONE:	Zones X and A (FEMA Panel Nos. 12083C 0508 E and 12083C 0509 E; 04/19/2017); the majority of the site is located in Zone A
IMPROVEMENTS:	None
ANALYSIS:	The property was originally listed at $1,250,000 and sold after 586 days on the market; the site is located in an area historically comprised of industrial uses, which is transitioning to residential uses; it was purchased by the City of Ocala for assemblage with adjacent parcels and possible future redevelopment; based on a study of other multi-family residential land sales in the market, the purchase price was somewhat aligned with market occurrences
VERIFIED WITH:	Joe Switt (City of Ocala); appraiser's files; 01/29/2026
VERIFIED BY:	Nathan R. Gibboney, MAI
PARCEL NO:	21943-000-00

Conclusion

The comparable land sales presented herein include an appropriate sale price range for conclusion of value for the subject property. These six sales provided a range from $50,000/AC to $173,160/AC with a statistical mean of $87,565/AC and a statistical median of $66,733/AC. Based on the bracketing process as noted in the comparable land sales table, an indication of value above $76,930/AC (highest indicator of Land Sales 1, 3, 5, and 6) and below $114,286/AC (lowest indicator of Land Sales 2 and 4) is reflective of this study.

In addition, I have studied four listings of vacant parcels that are zoned for commercial and industrial development. These properties provided an asking price range from $99,305/AC to $175,000/AC with an average asking price of $119,826/AC. It should be noted these properties range in size from 5.00 to 20.00 acres and have been on the market for an average of 915 days. Because of negotiations that are likely to occur prior to any sale and result in a lower sale price, a conclusion well below the average listing price is made. In addition, the average number of days on market suggests the asking prices are higher than buyers are willing to pay.

Therefore, based on the land sales studied, a conclusion between the statistical indicators is appropriate. This accounts for the smaller size (economies of scale) of the subject site as compared to the majority of the land sales studied and more intensive industrial zoning classification, which is offset by the inferior accessibility. As a result, I have concluded the market value estimate of the fee simple interest of the subject property, as of January 29, 2026, at **$80,000/AC**, or **$530,000**.

ESTIMATE OF MARKET VALUE **$530,000**
As Is, As of January 29, 2026

MARKETING AND EXPOSURE TIME

According to discussions with area Brokers and real estate agents, properties similar to the subject typically spend between nine months and 24 months on the market, depending on the location, physical condition, and asking price. This is somewhat supported by the improved sales studied that included an average of 523 days on the market, which is towards the upper end of the range. Based on this information, as well as acknowledging the current economy and market in northwest Ocala, the projected exposure time for the subject property is estimated at **12 months**.

While exposure time represents the estimated length of time the property would have been offered on the market prior to the hypothetical consummation of a sale at market value, as of the effective date of valuation, marketing time is an opinion of the amount of time it might take to a sell a real property interest at the concluded market value level during the period immediately after the effective date of valuation. In other words, exposure time

occurs prior to the effective date of valuation and marketing time occurs after the effective date. According to information provided by local Brokers familiar with the market area, the projected marketing time for the subject is estimated between **nine and 12 months**.

CERTIFICATION

I certify, to the best of my knowledge and belief, that:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have personally inspected the property that is the subject of this report and made a visual inspection of all comparable sales that were studied.
- No one provided significant real property appraisal assistance to the person signing this certification.
- As of the date of this report, Nathan R. Gibboney, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.
- I have not provided any services regarding the subject property within the prior three years, as an appraiser or in any other capacity.

Dated: February 2, 2026



Nathan R. Gibboney, MAI
State-Certified General Real Estate Appraiser
License No. RZ2580

The appraisal report has been made with the following general assumptions and limiting conditions:

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

5. The value finding of this appraisal is contingent upon the conclusions of a qualified survey of the subject property in terms of size, dimensions of the land and/or improvements, and the location of those on-site improvements. Significant differences between the survey and the representations made by the client and reported herein may result in the need for reevaluation of the appraisal process as it relates to the subject.

6. All engineering studies are assumed to be correct. Maps, plats, exhibits, and other illustrative material in this report are included only to help the reader visualize the property.

7. It is assumed that there are no hidden or unapparent conditions of the property, sub-soil, or structures that would render it more or less valuable. No responsibility is assumed for such conditions nor for the engineering that may be required to discover such factors. Unless specifically cited, no value has been allocated to subsurface rights or deposits, including minerals, oil, gas, and geothermal.

8. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

9. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described, and considered in the appraisal report.

10. Although the flood hazard status for the subject property has been studied, it is recommended that more in-depth information be obtained prior to development upon the site.

11. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

12. It is assumed that the use of the land and improvements (if applicable) is confined within the boundaries or property liens of the property described and that there is no encroachment or trespass unless noted in the report.

13. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The presence of substances such as radon gas, lead based paint, mold, fungi, asbestos, formaldehyde, ground water contamination, underground storage tanks, and other potentially hazardous materials may affect the value of the property. The appraiser, however, is not qualified to detect such substances and is not an expert in the identification of adverse environmental factors. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any

expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired.

14. The appraiser has been retained to arrive at an opinion of value and the inspection performed by the appraiser is more of an observation and is not intended to reveal defects in the mechanical systems, plumbing, electrical systems, structural integrity, roofing, or other components of the structures appraised. The appraiser does not claim to be an expert in those areas. The appraiser can only observe areas that are visually accessible. If the client has any concerns about or questions about such conditions, an expert in this field should be called to do an inspection.

15. The conclusion presented within this report is warranted as an accurate representation of value, subject to the Certification of Value and Assumptions and Limiting Conditions specified herein, as of the effective date of valuation. I assume no responsibility for economic or physical factors occurring at some later date that may affect the opinion of value herein stated.

16. The conclusion of value presented within the report is an opinion and estimate of the appraiser. There is no guarantee, written or implied, that the subject property will sell for the precise estimate of value contained herein.

17. Forecasted projections presented within this report are utilized to assist in the valuation process and are based on current market conditions, as well as anticipated short-term supply and demand factors. Therefore, the projections are subject to changes in future conditions that cannot be accurately predicted by the appraiser and could affect the future income or value projections.

18. If this appraisal is to be used for mortgage loan purposes, the applicable lending procedures must be consistent with acceptable lending practices as promulgated by the Office of Thrift Supervision (OTS; formerly the Federal Home Loan Bank Board), the Office of the Comptroller of the Currency (OCC), the Federal Deposit Insurance Corporation (FDIC), and the Savings Association Insurance Fund (SAIF; formerly the Federal Savings and Loan Insurance Corporation). I assume no liability for a loss in value applicable to the subject, or its proposed development, which occurs as a result of lending practices that vary from generally accepted mortgage underwriting guidelines as established by institutions such as the OTS, OCC, FDIC, and the SAIF, or when the loan proceeds are diverted to other parties, uses, or properties.

19. Expert witness testimony or attendance in court or at any other hearing by Nathan R. Gibboney, MAI is not required by reason of rendering this appraisal unless such arrangements are made a reasonable time in advance.

20. Disclosure of the contents of the appraisal report is governed by the bylaws and regulations of the Appraisal Institute.

21. This appraisal report, including the format style, spreadsheet data, and addenda, is the property of the appraisal firm of **Gibboney & Associates** and no portion of the report is to be reproduced without the expressed written permission of **Gibboney & Associates**.

22. Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any appraisal and are invalid if so used.

23. Possession of this report, or a copy thereof, does not carry with it the right of publication.

24. The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.

25. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

26. The only intended user of this appraisal is the intended user stated in the appraisal report. There is no other intended user. No purchaser, seller, or borrower are intended users of this report. No party, other than the intended user, should rely upon this appraisal for any purpose whatsoever. The fact that some party, other than the client, paid for the appraisal, either directly, or indirectly, does not make them an intended user.

NATHAN R. GIBBONEY, MAI

Employment History:

Gibboney & Associates, 2008-Present
Rhodes & Rickolt, P.A., 1998-2008

Formal Education:

Bachelor of Arts in Business Administration, University of Florida, 1998

Professional Organizations:

MAI Member, Appraisal Institute, Certificate No. 12451
Appraisal Institute-East Florida Chapter, Board of Directors
State-Certified General Real Estate Appraiser, License No. RZ2580

Civic Organizations:

Ocala-Silver Springs Rotary Club, Past President (2007-2008)
Ocala-Marion County Chamber of Commerce
City of Ocala Planning and Zoning Commission (2008-2020)
City of Ocala Citizens Academy (2009)
Kappa Alpha Order, Beta Zeta Chapter

Real Estate Education:

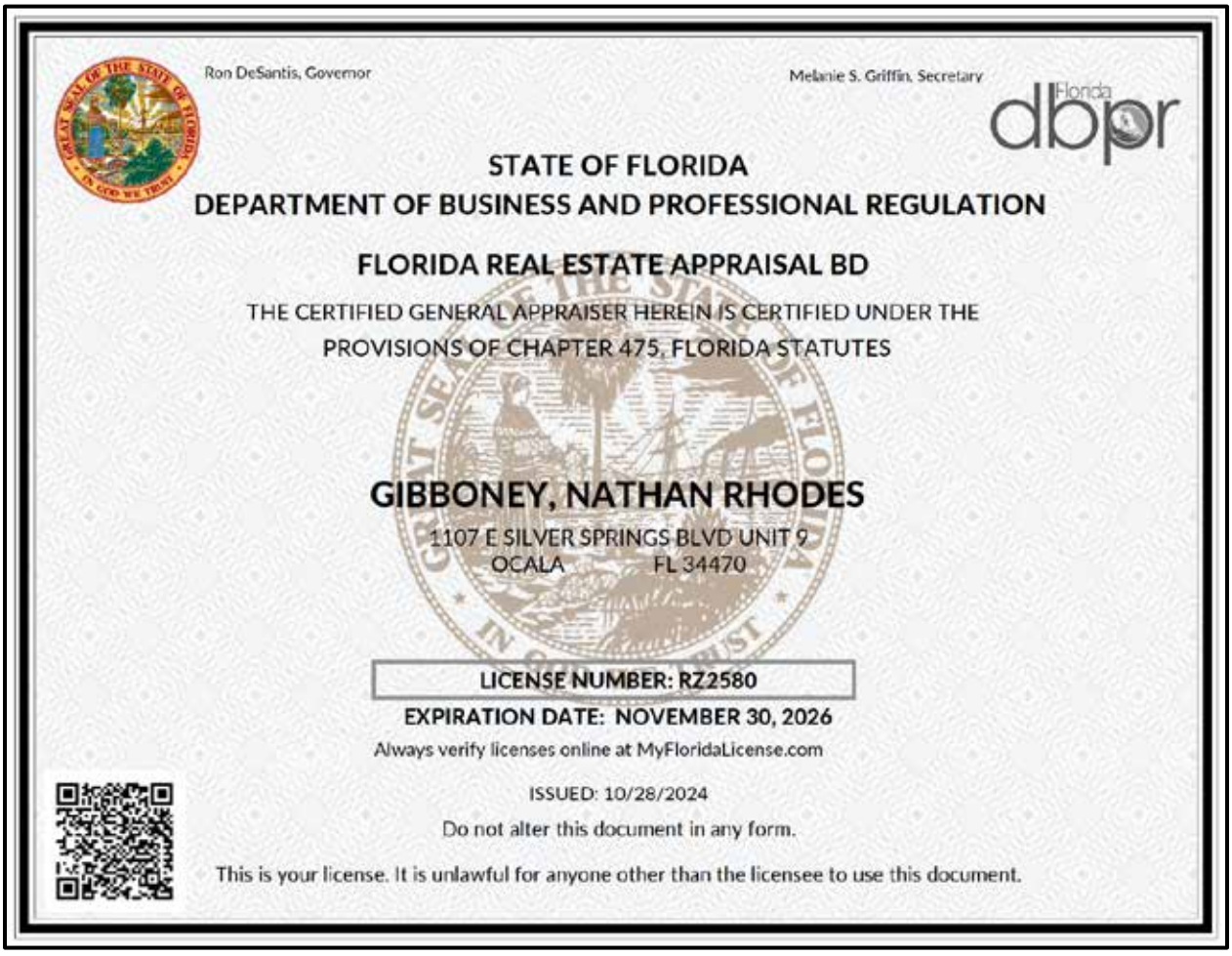
AB-I, Licensed Residential Appraisal
AB-II, Certified Residential Appraisal
AB-III, Certified General Appraisal
510, Advanced Income Capitalization, Appraisal Institute
520, Highest & Best Use and Market Analysis, Appraisal Institute
530, Advanced Sales Comparison & Cost Approaches, Appraisal Institute
540, Report Writing & Valuation Analysis, Appraisal Institute
550, Advanced Applications, Appraisal Institute
410, National USPAP Course, Appraisal Institute

Real Estate Education (cont.):

420, Business Practices and Ethics, Appraisal Institute
General Demonstration Reports Seminar, Appraisal Institute
What Clients Would Like Their Appraisers to Know Seminar, Appraisal Institute
Condemnation Appraising: Basic Principles and Applications, Appraisal Institute
Uniform Standards for Federal Land Acquisitions, Appraisal Institute
Analyzing Distressed Real Estate, Appraisal Institute
Separating Real Property, Personal Property, and Intangible Business Assets, Appraisal Institute
Analyzing Operating Expenses, Appraisal Institute
Insurance Replacement Valuation: An Emerging Appraisal Discipline, Appraisal Institute
Evaluating Commercial Construction, Appraisal Institute
Subdivision Valuation, Appraisal Institute
Cool Tools: New Technology for Real Estate Appraisers, Appraisal Institute
Data Verification Methods, Appraisal Institute
Forecasting Revenue, Appraisal Institute
Farmer Mac Appraisal Requirements, American Society of Farm Managers & Rural Appraisers

NATHAN R. GIBBONEY, MAI

Copy of State Certification:



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

GIBBONEY, NATHAN RHODES
1107 E SILVER SPRINGS BLVD UNIT 9
OCALA FL 34470

LICENSE NUMBER: RZ2580
EXPIRATION DATE: NOVEMBER 30, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/28/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

LISTING OF CLIENTS

Lending Institutions:

Addition Financial Credit Union
Ameris Bank
Arkansas Valley Bank
Bank 7
Bank of America
Bank OZK
BankTrust
Barwick Banking Company
BBVA Bank
Campus USA Credit Union
Capital City Bank
Centennial Bank
Chambers Bank
Citizens First Bank
Citizens State Bank
Cogent Bank
Colony Bank
Commercial Bank
Community Credit Union
Farm Credit of North Florida
Fidelity Bank
Fifth Third Bank
First Federal Bank
First National Bank of Fort Smith
Florida Credit Union
Guardian Bank
Gulf Atlantic Bank
Hancock Whitney Bank
Key Bank
Mainstreet Community Bank of Florida
MidFlorida Credit Union
Millennium Bank
Peoples South Bank
PNC
Regions Bank
Renasant Bank
Sabadell United Bank
Seacoast Bank
South State Bank
Superior Bank
Synovus Bank
TC Federal Bank
TD Bank
Truist Bank
United Ag Lending
United Community Bank
United Southern Bank
Wells Fargo

Government/Public Institutions:

City of Apalachicola
City of Belleview
City of Ocala
City of Port St. Joe
Florida Department of Environmental Protection
Franklin County School Board
Gulf County School Board
Lake County Board of County Commissioners
Marion County Board of County Commissioners
Marion County Public Schools
Santa Fe College
United States Department of Agriculture

LEGAL DESCRIPTION

The following described lands in Marion County, Florida:

Parcel 4:
Lying in Section 7, Township 15 South, Range 22 East, Marion County, Florida; the South 7.47 chains of the East 4.47 chains of the NW 1/4 of the NW 1/4 and all of ROBINSON & LARGE ADDITION TO OCALA, as per plat thereof recorded in Plat Book A, Page 92, Public Records of Marion County, Florida.

Together with an easement described as:

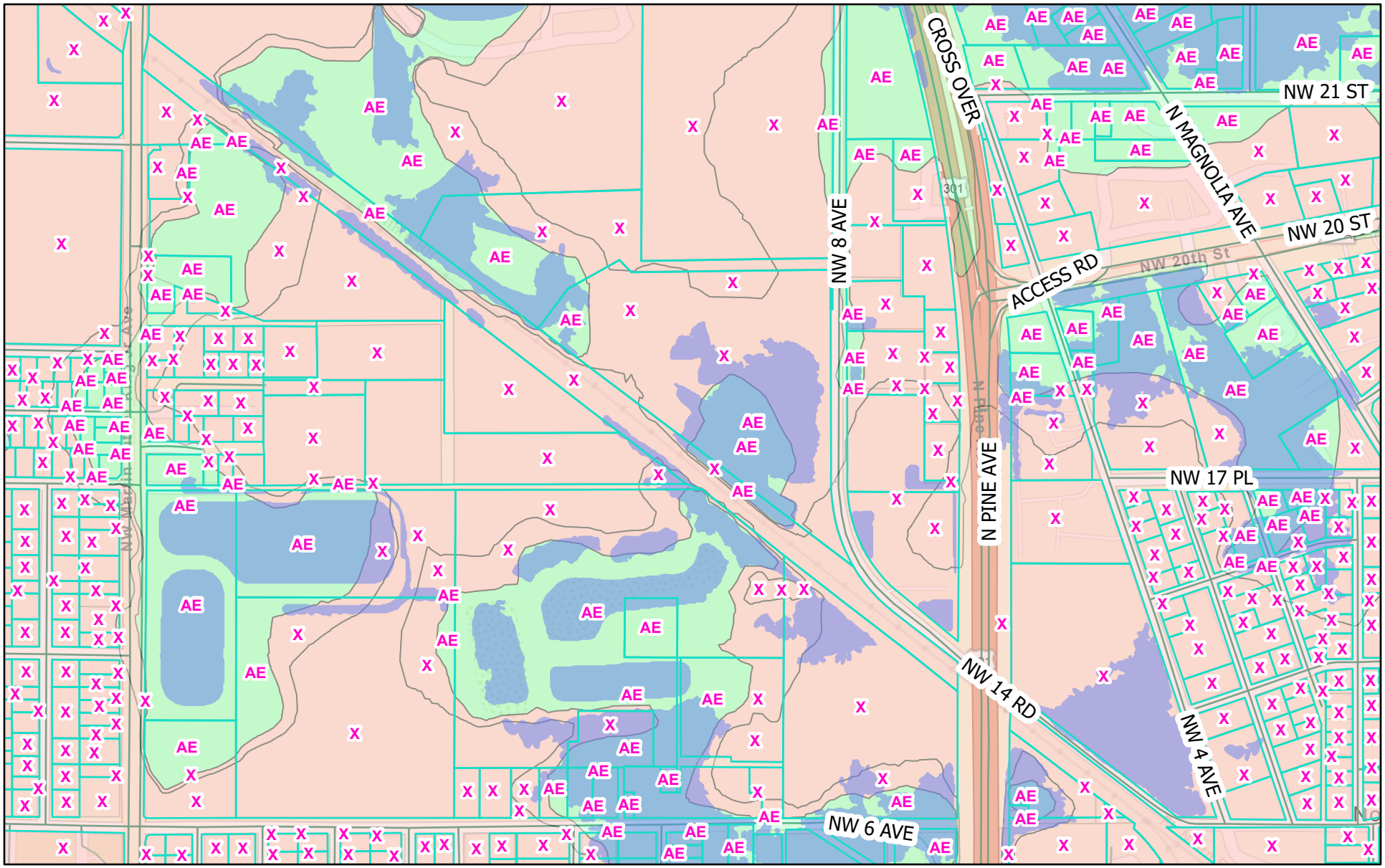
Commence at the SW corner of the NW 1/4 of the NW 1/4 of Section 7, Township 15 South, Range 22 East, Marion County, Florida, thence East along the South boundary of said NW 1/4 of the NW 1/4 506.22 feet, thence N 0°00'30"E 350.00 feet to the Point of Beginning, thence East 399.30 feet, thence N 0°00'30"E 60 feet, thence West 399.30 feet, thence S 0°00'30"W 60 feet to the Point of Beginning.

EXCEPT:
Commence at the SW corner of the NE 1/4 of the NW 1/4 of Section 7, Township 15 south, Range 22 East; also the SW corner of ROBINSON & LARGE ADDITION TO OCALA, as recorded in Plat Book A, Page 92, Public Records of Marion County, Florida; thence N 0°03'08"E along the West boundary of said ROBINSON & LARGE ADDITION TO OCALA, 199.00 feet to the Point of Beginning; thence N 0°03'08"E along said ROBINSON & LARGE ADDITION TO OCALA, 517.21 feet to the Southerly right of way of Seaboard Coast Line Railroad; also Northerly boundary of said ROBINSON & LARGE ADDITION TO OCALA; thence S 52°28'50"E along said right of way and Northerly boundary of said ROBINSON & LARGE ADDITION TO OCALA, 849.24 feet; thence West 674.04 feet to the Point of Beginning.

LESS AND EXCEPT:

Parcel 1:
Commencing at the SW corner of the NW 1/4 of the NW 1/4 of Section 7, Township 15 South, Range 22 East, thence East 904.20 feet, thence North 410.00 feet to the Point of Beginning, thence East 295.02 feet, thence North 83.02 feet, thence West 295.02 feet, thence South 83.02 feet to the Point of Beginning.

Marion County Property Appraiser



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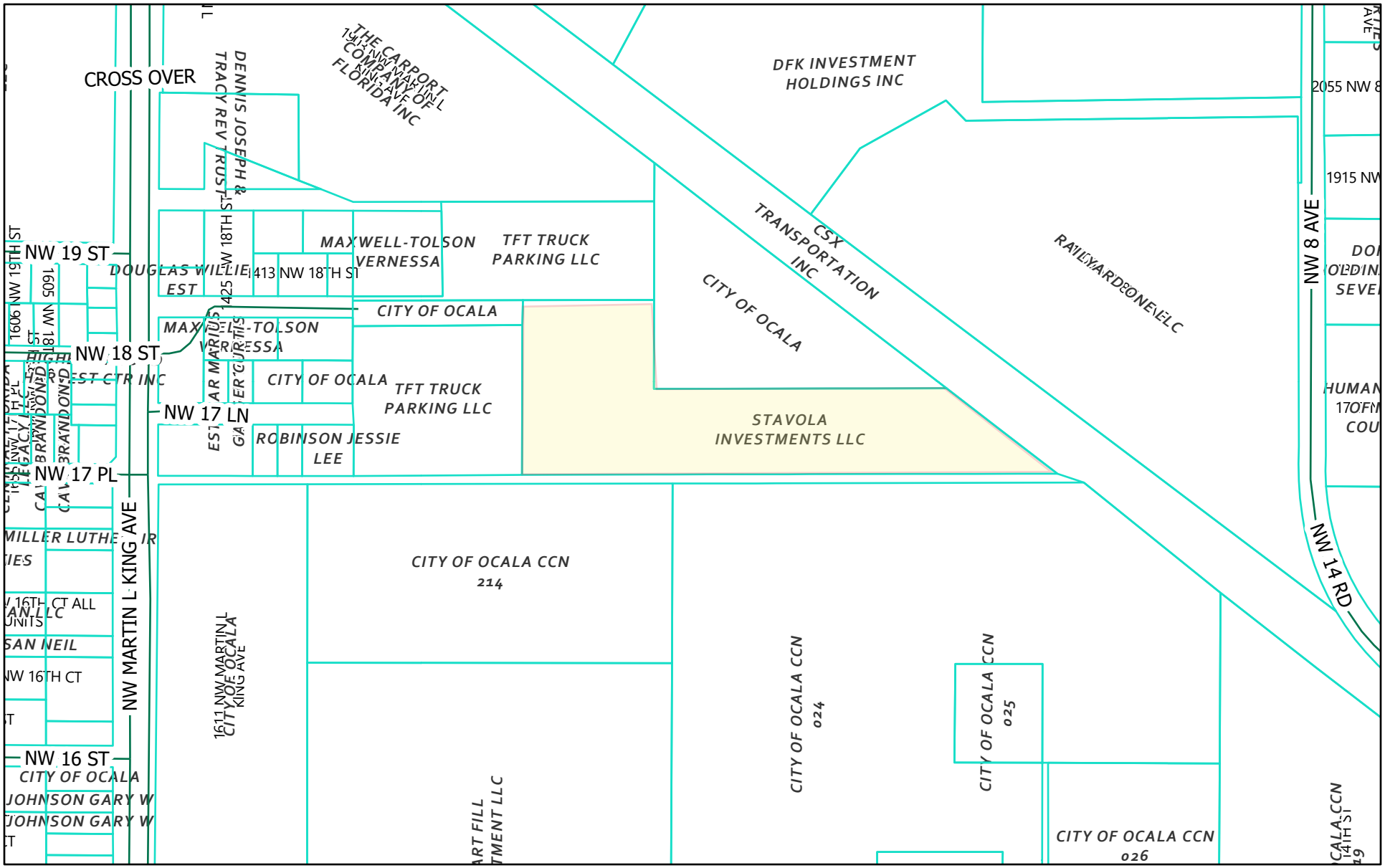
0 295 590 1,180 ft

0 90 180 360 m

Marion County, Florida - Use at your own ri

DISCLAIMER: Work in progress compiled solely for governmental purpose of property assessment. These are NOT surveys. No warranties, expressed or implied, are provided with this data, its use, or interpretation. All information subject to change without noti

Marion County Property Appraiser



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1:4,439

0 180 360 720 ft

0 50 100 200 m

Marion County, Florida - Use at your own ri

DISCLAIMER: Work in progress compiled solely for governmental purpose of property assessment. These are NOT surveys. No warranties, expressed or implied, are provided with this data, its use, or interpretation. All information subject to change without noti

Jimmy H. Cowan, Jr., CFA

Marion County Property Appraiser

501 SE 25th Avenue, Ocala, FL 34471 Telephone: (352) 368-8300 Fax: (352) 368-8336

2026 Property Record Card

25502-000-00

Prime Key: 617695 | MAP IT+ | Current as of 1/5/2026

Property Information

STAVOLA INVESTMENTS LLC
PO BOX 8
ANTHONY FL 32617-0008

Taxes / Assessments:
Map ID: 178
Millage: 1001 - OCALA

M.S.T.U.
PC: 40
Acres: 6.65

2025 Certified Value

Land Just Value	$144,837		
Buildings	$0		
Miscellaneous	$1,651		
Total Just Value	$146,488	Impact	($57,467)
Total Assessed Value	$89,021	Ex Codes:	
Exemptions	$0		
Total Taxable	$89,021		
School Taxable	$146,488		

History of Assessed Values

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2025	$144,837	$0	$1,651	$146,488	$89,021	$0	$89,021
2024	$144,837	$0	$1,667	$146,504	$80,928	$0	$80,928
2023	$144,837	$0	$1,690	$146,527	$73,571	$0	$73,571

Property Transfer History

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
6323/0972	12/2015	05 QUIT CLAIM	7 PORTIONUND INT	U	V	$100
5855/0767	05/2013	05 QUIT CLAIM	0	U	V	$100
4117/1871	07/2005	07 WARRANTY	2 V-SALES VERIFICATION	U	V	$250,000
2837/1761	08/2000	07 WARRANTY	4 V-APPRAISERS OPINION	U	V	$265,000
2494/1196	05/1998	07 WARRANTY	7 PORTIONUND INT	U	V	$45,000
2494/1194	05/1998	26 TRUSTEE	7 PORTIONUND INT	U	V	$45,000
2494/1189	05/1998	09 EASEMNT	0	U	V	$100
2192/0669	11/1995	07 WARRANTY	7 PORTIONUND INT	U	V	$100

Property Description

SEC 07 TWP 15 RGE 22
PLAT BOOK A PAGE 092
ROBINSON & LARGE ADD TO OCALA
PARCEL 4: THE S 7.47 CHS (493.02 FT) OF THE E 4.47 CHS

(295.02 FT) OF THE NW 1/4 OF NW 1/4 & ALL OF ROBINSON &
LARGE ADD TO OCALA
TOGETHER WITH AN EASEMENT ON THE FOLLOWING DESC PROPERTY:
COM AT THE SW COR OF NW 1/4 OF NW 1/4 OF SEC 7 TH E 506.22 FT TH
N 00-00-30 E 350 FT TO THE POB TH E 399.30 FT TH N 00-00-30 E 60 FT
TH W 399.30 FT TH S 00-00-30 W 60 FT TO THE POB
EXC COM AT THE SW COR OF NE 1/4 OF NW 1/4 OF SEC 7 ALSO THE SW
COR OF ROBINSON & LARGE ADD TO OCALA TH N 00-03-08 E 199 FT TO
THE POB TH N 00-03-08 E 517.21 FT TH S 52-28-50 E 849.24 FT TH W
674.04 FT TO THE POB
EXC PARCEL 1: COM AT THE SW COR OF NW 1/4 OF NW 1/4 OF SEC 7 TH
E 904.20 FT TH N 410 FT TO THE POB TH E 295.02 FT TH N 83.02 FT TH W
295.02 FT TH S 83.02 FT TO THE POB
SUBECT TO AN EASEMENT OVER THE N 60 FT OF THE FOLLOWING DESC
PROPERTY:
COM AT THE SW COR OF NW 1/4 OF NW 1/4 TH E 904.20 FT TH N 410 FT TO
THE POB TH E 295.02 FT TH S 410 FT TH W 295.02 FT TH N 410 FT TO THE POB

Land Data - Warning: Verify Zoning

Use	CUse	Front	Depth	Zoning	Units	Type	Rate	Loc	Shp	Phy	Class Value	Just Value
4000	4000	.0	.0	M3	289,674.00	SF						
Neighborhood 9985												
Mkt: 2 70												

Miscellaneous Improvements

Type	Nbr Units	Type	Life	Year In	Grade	Length	Width
159 PAV CONCRETE	864.00	SF	20	2000	3	0.0	0.0
105 FENCE CHAIN LK	240.00	LF	20	2000	3	0.0	0.0
DCK DECK-WOOD	196.00	SF	40	2000	1	0.0	0.0

Appraiser Notes

SEE ADDITIONAL DEEDS LOCATED IN BETWEEN OR/BK 2192 PGS
0624 THRU 0669, DEALING WITH VARIOUS INTERESTS. DR-219S
IN FILE TO VERIFY STAMPS; NUMEROUS PARCELS INVOLVED.
40X12 MODULAR BUILDING ASSESSED THROUGH TANG.(02-08-01)

Planning and Building
** Permit Search **

Permit Number	Date Issued	Date Completed	Description

File #: BR-2026-130 Agenda Item #: 10l.

Submitted By: Danielle Phillips

Presentation By: Darren Park

Department: Public Works

FORMAL TITLE:
Budget Resolution 2026-130 to amend the Fiscal Year 2025-26 budget to transfer funds from the Stormwater Reserve for Contingency account to purchase parcel 25502-000-00 in the amount of $550,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Parcel No. 25502-000-00 consists of approximately 6.65 acres (289,674+ square feet) of vacant land located east of NW Martin Luther King, Jr. Avenue, with easement access from the terminus of NW 18th Street, currently owned by Stavola Investments LLC (Stavola). Please refer to the attached Aerial and Case Maps.

Adjacent uses include vacant land to the north and west, city-owned property (William James Walking Trail) to the south, and the Railyard One property to the east. NW 18th Street extends east from NW Martin Luther King, Jr. Avenue as a two-lane paved interior street and then continues north and east as an unpaved dirt road towards the subject site. Although an aerial map provided by the Marion County Property Appraiser's Office indicates the right-of-way for SW 18th Street (50-feet wide) extends in an east/west direction from NW Martin Luther King, Jr. Avenue, the roadway physically begins within a City-owned property (Parcel No. 25489-000-00) adjacent south of the aforementioned right-of-way. It then turns north to the right-of-way and continues east to another City-owned parcel (Parcel No. 25491-001-00) that provides easement access to the northwest corner of the subject property. NW Martin Luther King, Jr. Avenue is a connector that extends from NW 35th Street to SW 17th Street (SR 464).
Stavola used the property to reduce tree debris and storage.

FINDINGS AND CONCLUSIONS:
Using the Sales Comparison Approach and analyzing six comparable land sales and four listings, the appraiser concluded a market value of:

- $80,000 per acre
- $530,000 as of January 29, 2026

The property's zoning and surrounding industrial development support its highest and best use for industrial purposes.
• The Seller, Stavola Investments LLC, is prepared to accept a purchase price of $550,000. The independent MAI appraisal concluded a market value of $530,000 as of January 29, 2026. The appraisal considered multiple comparable land sales and concluded a value between statistical indicators, accounting for the subject's smaller size (economies of scale), more intensive industrial zoning classification, and somewhat inferior accessibility.
• The City intends to utilize this vacant property as a temporary Disaster Debris Management Site (DDMS) for storm debris, a storage area for materials, and a potential future stormwater site.
• Acquisition of this site enhances the City's emergency preparedness debris staging capacity, provides geographic flexibility for debris management operations following major storm events or natural disasters, provides operational flexibility, and future stormwater capacity.
• The City of Ocala owns the adjacent parcels to the east (Parcel No. 25502-002-00) and west (Parcel No. 25491-001-00). The site is surrounded by compatible industrial and city-owned uses and benefits from existing access through City-controlled parcels.
Staff recommends approval.

FISCAL IMPACT:
The Stormwater Reserve for Contingencies will be used to purchase this parcel. The account has a balance of $9,950,973, and the purchase of this parcel for a temporary disaster debris site is an appropriate use of the project funding.
Source:

158-099-999-538-81-99800	Stormwater reserve for Contingencies	($550,000)

Use:

158-023-430-538-61-61010	Land	$550,000

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

BUDGET RESOLUTION 2026-130

A RESOLUTION TO AMEND THE FISCAL YEAR 2025-26 BUDGET TO TRANSFER FUNDS FROM THE STORMWATER RESERVE FOR CONTINGENCY ACCOUNT TO PURCHASE PARCEL 25502-000-00 IN THE AMOUNT OF $550,000

WHEREAS, the City of Ocala has identified the need to acquire approximately 6.65 acres of vacant land located east of NW Martin Luther King, Jr. Avenue, further identified as Parcel ID 25502-000-00; and

WHEREAS, the property owner, Stavola Investments LLC, has agreed to sell the parcel to the City for a purchase price not to exceed $550,000; and

WHEREAS, an independent MAI appraisal concluded a market value of $530,000 as of January 29, 2026, supporting the reasonableness of the negotiated purchase price; and

WHEREAS, the City intends to utilize the property as a temporary Disaster Debris Management Site to enhance emergency preparedness and operational flexibility following major storm events or natural disasters; and

WHEREAS, the Stormwater Reserve for Contingencies account has sufficient funds available, with a current balance of $9,950,973, and the purchase of this parcel is an appropriate use of said funds.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2025-26 budget be amended as outlined below.

SOURCE:

158-099-999-538-81-99800	Stormwater Reserve for Contingencies	($550,000)

USE:

158-023-430-538-61-61010	Land	$550,000

This resolution adopted this _____ day of _____, 2026.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire J. Bethea Sr.
President, Ocala City Council

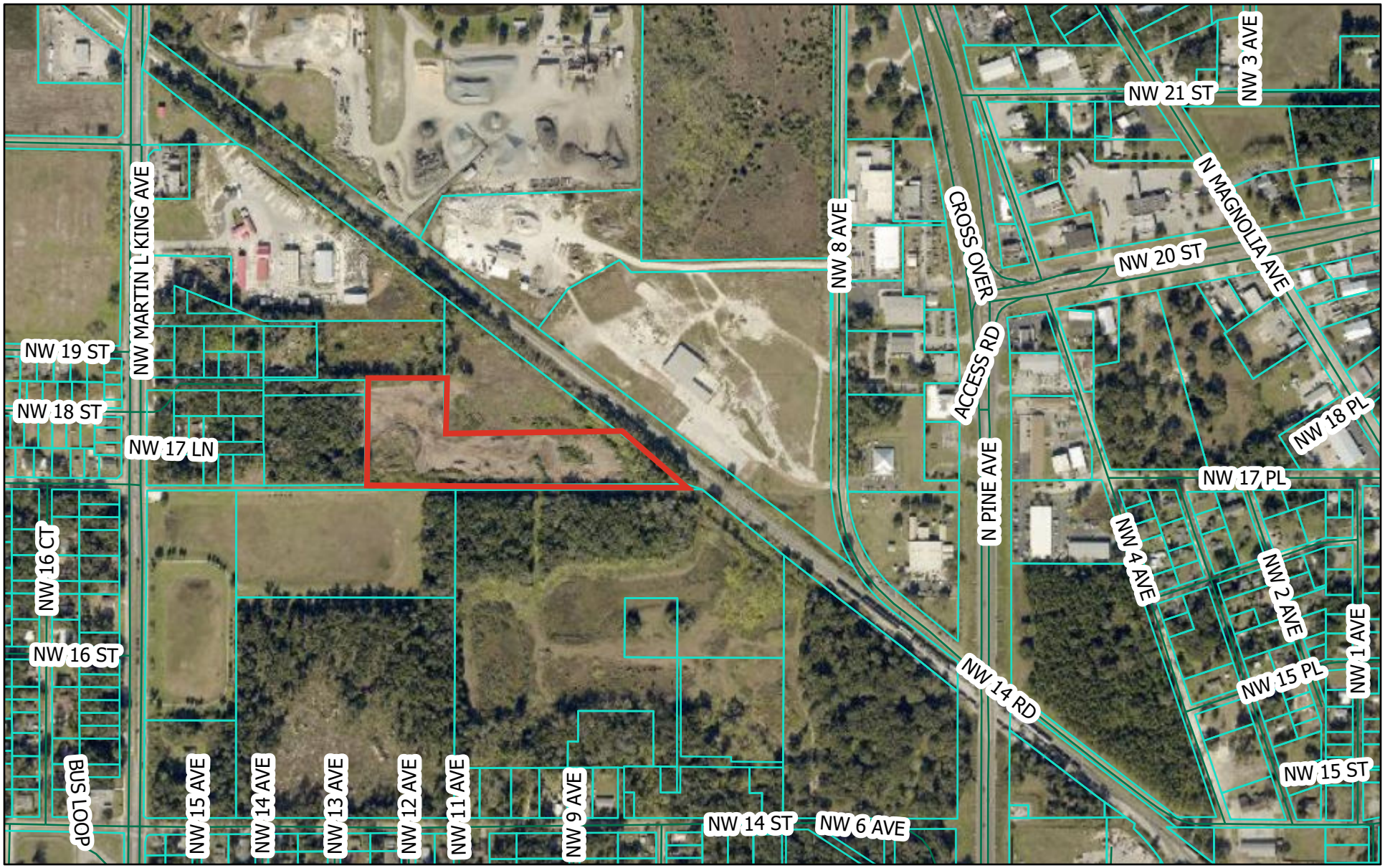
Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

Marion County Property Appraiser



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Marion County, Florida - Use at your own ri

DISCLAIMER: Work in progress compiled solely for governmental purpose of property assessment. These are NOT surveys. No warranties, expressed or implied, are provided with this data, its use, or interpretation. All information subject to change without noti

Nathan R. Gibboney, MAI
State-Certified General Real Estate Appraiser #RZ2580

Real Estate Appraisers, Consultants & Market Analysts

GIBBONEY & ASSOCIATES

Appraisal Report

Appraisal of:

6.65 ACRES OF VACANT LAND
Ocala, Florida

Location of Subject Property:

East of NW Martin Luther King, Jr. Avenue, Ocala, Marion County, Florida

Prepared for:

Joe Switt, Real Estate Coordinator
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd Floor
Ocala, Florida 34471

Prepared by:

Gibboney & Associates

Nathan R. Gibboney, MAI
State-Certified General Real Estate Appraiser
License No. RZ2580

Nathan R. Gibboney, MAI
State-Certified General Real Estate Appraiser #RZ2580

Real Estate Appraisers, Consultants & Market Analysts

GIBBONEY & ASSOCIATES

February 2, 2026

Joe Switt, Real Estate Coordinator
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd Floor
Ocala, Florida 34471

Re: 6.65 Acres of Vacant Land; East of NW Martin Luther King, Jr. Avenue, Ocala, Marion County, Florida

Dear Mr. Switt:

As requested, I have prepared an appraisal report for the subject property that is identified as approximately 6.65 acres (289,674 SF) of vacant land located east of NW Martin Luther King, Jr. Avenue in Ocala, Marion County, Florida. It is further identified as Parcel No. 25502-000-00 and includes easement access from the terminus of NW 18th Street.

This appraisal report includes summarized studies of relevant factual data necessary to arrive at the market value estimate of the fee simple interest of the subject property, as of the effective date of valuation indicated herein. The following report provides the legal description and summarized descriptions of the subject's market area (region and neighborhood), site, and any improvements, as well as all market analyses required for the conclusion of market value.

The subject property was most recently inspected and photographed on January 29, 2026, which corresponds with the effective date of valuation. The purpose of the inspection was to study the physical characteristics of the subject property and its interrelationship with surrounding economic influences. As well, attention has been given to other factors that may impact the market value of the subject property within its region and neighborhood.

This appraisal report and its contents were prepared according to appraisal standards and reporting guidelines provided by the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation, and the Appraisal Institute. The intended use of this appraisal is to determine market value for potential acquisition purposes. The client and intended user of this appraisal is the City of Ocala. I have not provided any services regarding the subject property within the prior three years, as an appraiser or in any other capacity.

The conclusion of market value is not subject to any additional extraordinary assumptions or hypothetical conditions except as stated within the Assumptions and Limiting Conditions section of this appraisal report.

Based upon the market analyses presented within this appraisal report, as well as my investigations and studies, it is my opinion the market value estimate of the fee simple interest of the subject property, as of January 29, 2026, was:

ESTIMATE OF MARKET VALUE **As Is, As of January 29, 2026**	**$530,000**

The following report presents all of the relevant factual data that resulted in the estimate of market value for the subject property.

Respectfully submitted,

Gibboney & Associates



Nathan R. Gibboney, MAI
State-Certified General Real Estate Appraiser
License No. RZ2580

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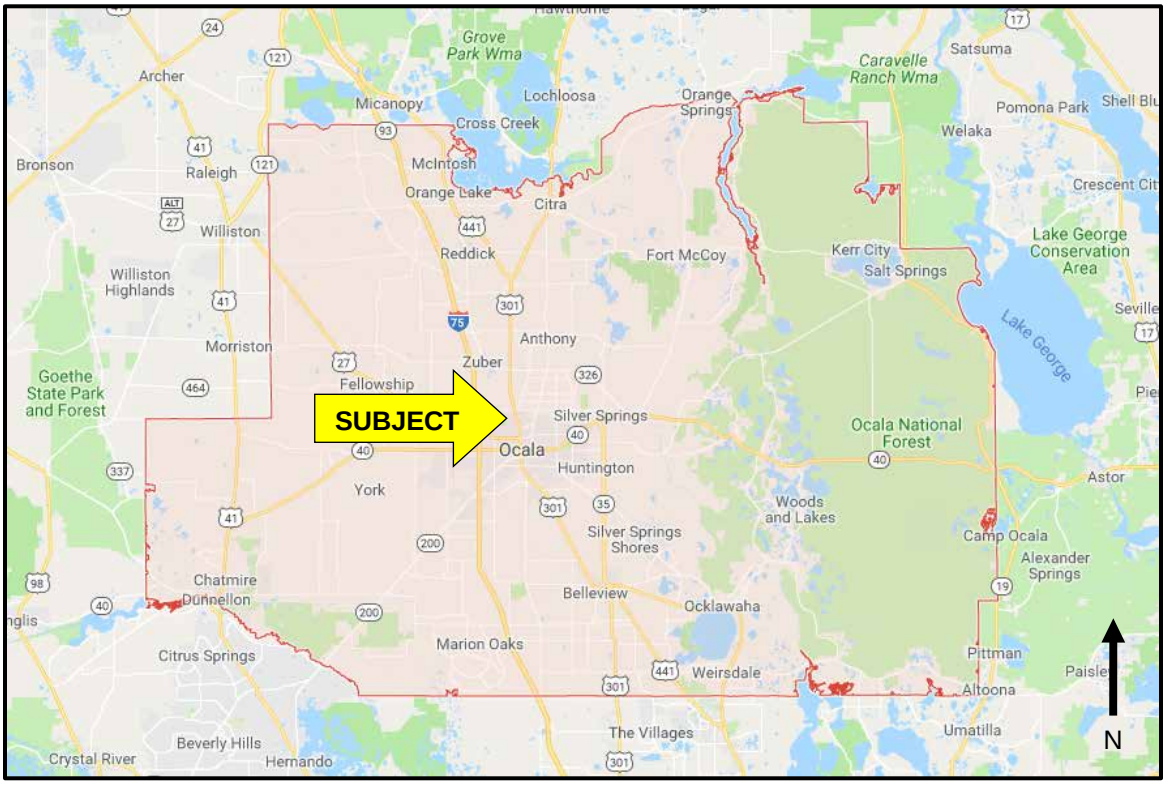
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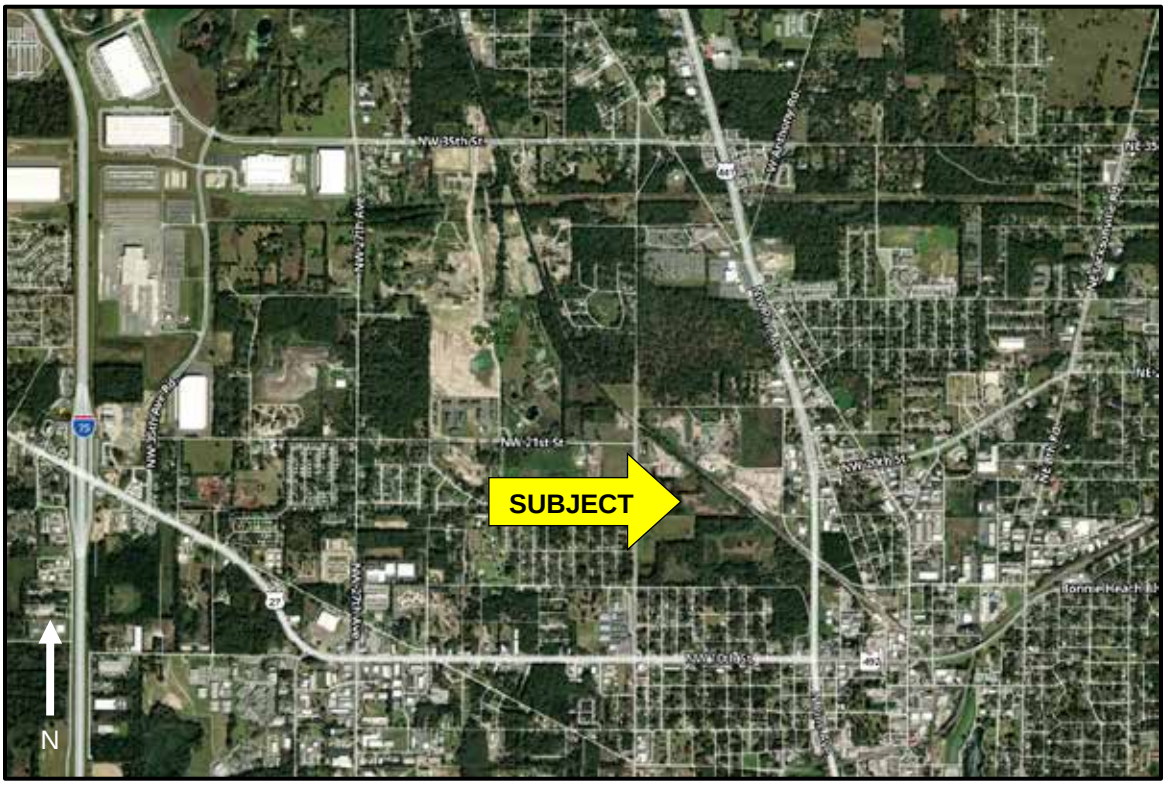
REGIONAL MAP



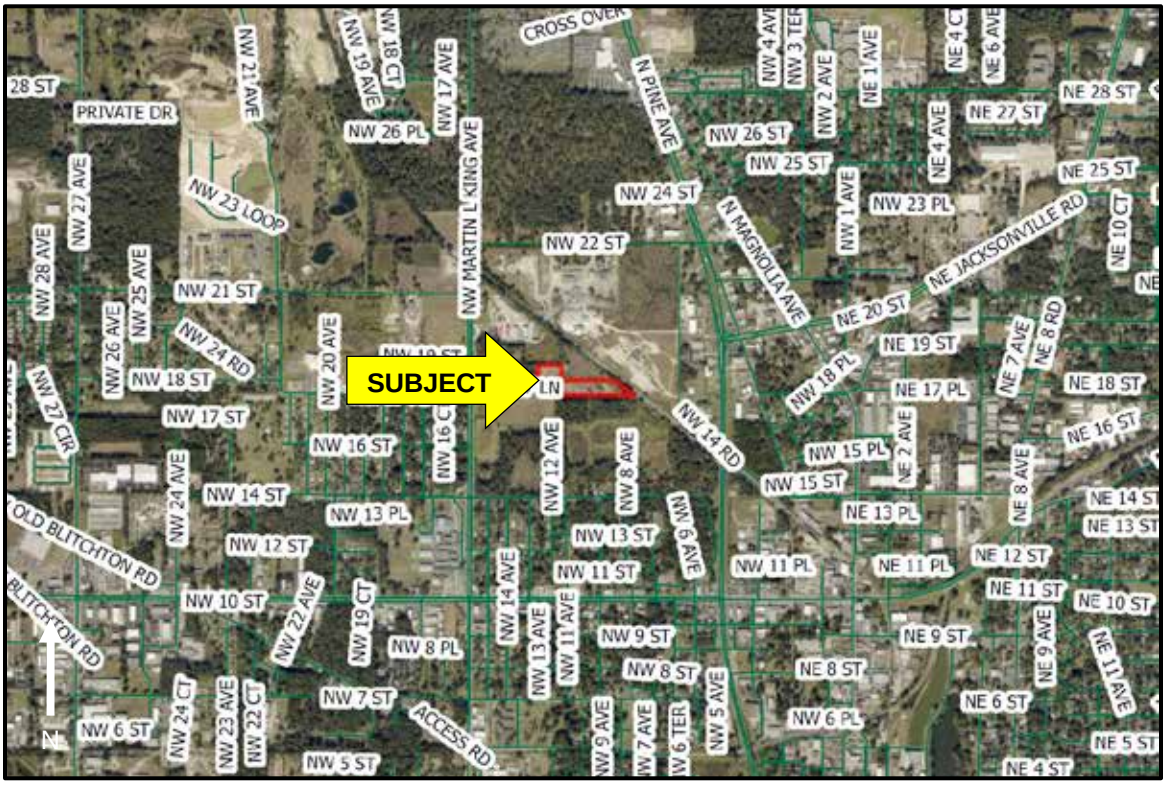
COUNTY MAP



NEIGHBORHOOD MAP



AERIAL MAP



Date Taken: January 29, 2026



View of the subject property from the easement access near the northwest corner of the site facing southeast.



View of the subject site from near the southwest corner of the property facing northeast.



View of the southeast portion of the subject property from the south boundary of the site facing northwest.



View of the subject site from near the northeast corner of the property facing southwest.



View of the easement access to NW 18th Street from the entrance to the subject site facing west. The subject is behind the photo.



View of NW 18th Street from NW Martin Luther King, Jr. Avenue facing east.



View of NW Martin Luther King, Jr. Avenue facing north. The subject is to the right of the photo.



View of NW Martin Luther King, Jr. Avenue facing south. The subject is to the left of the photo.



View of the CSX Railroad (Florida Northern Railroad) right-of-way facing northwest. The subject is to the left of the photo.



View of the CSX Railroad (Florida Northern Railroad) right-of-way facing southeast. The subject is to the right of the photo.

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Intended Use of Appraisal

Determine market value for potential acquisition purposes

Intended User

City of Ocala

Property Rights Appraised

Fee simple interest

Appraisal Dates

Date of Inspection: January 29, 2026

Effective Date of Value: January 29, 2026

Date of Report: February 2, 2026

Identification of the Property

Approximately 6.65 acres (289,674 SF) of vacant land located east of NW Martin Luther King, Jr. Avenue in Ocala, Marion County, Florida

Site Data

Size:	289,674 SF; 6.65 AC
Zoning:	M-3, Heavy Industrial
Future Land Use:	Medium Intensity/Special District
Characteristics:	Slightly irregular-shaped site; grassy characteristics with minimal tree cover; highest elevations in the central portion of the site with a gradual downward slope to the north, south, east, and west; the property includes earthen berms and debris piles along the south and east boundaries; interior lot configuration with easement access from the terminus of NW 18th Street, which is accessible from NW Martin Luther King, Jr. Avenue; situated level with road grade; CSX Railroad (Florida Northern Railroad) right-of-way along the east boundary
Flood Zone:	Zone X (FEMA Panel No. 12083C 0509 E; dated April 19, 2017)

Improvements: The property includes sections of older fencing along the south and east boundaries that provide no contributory value

Highest and Best Use

Industrial development

Approach to Value

Sales Comparison Approach 6.65 AC @ $80,000/AC, rounded	$530,000

Reconciled Market Value Estimate

ESTIMATE OF MARKET VALUE **As Is, As of January 29, 2026**	**$530,000**

All appraisals begin by identifying the appraisal problem. Data concerning the subject property is determined from various sources including, but not limited to, the property owner, various governmental agencies, surveys and building plans, and engineering studies/reports. When possible, more than one source is utilized to confirm data, and within the report the source is identified. Should plans or a building sketch be available, the measurements are confirmed for accuracy. Land size is based on surveys, public records, and/or recorded plats. Descriptions of improvements are based on visual inspection and/or plans. The age of the improvements is based on public records or discussions with knowledgeable parties.

For each assignment, all approaches to value are considered. These include the Cost Approach, Sales Comparison Approach, and Income Capitalization Approach. However, depending on the property being appraised, not all approaches may be applicable. Comparable sales and rentals are inspected by the appraisers and the sale prices and lease information are confirmed with a party to the transaction (buyer, seller, real estate Broker, or closing attorney) or through public records. Research of comparable sales and rentals include, but are not limited to, data sources such as Multiple Listing Service, Marion County Property Appraiser, CoStar, Loopnet, local Brokers, Realtors, and property managers, as well as peers within the real estate appraisal profession.

The scope of work for this appraisal assignment includes physical inspection of the subject property and the surrounding influences of the region and neighborhood. The highest and best use of the subject property, as vacant, must then be determined acknowledging legal permissibility, physical possibility, financial feasibility, and maximum productivity. Next, the market must be researched for comparable land sales for comparison to the subject. As a result, the market identified for analysis purposes and ultimate conclusion of value herein included the current and competitive open market using vacant industrial land sales and other land sales similarly influenced as the subject property. The data is then analyzed as it relates to the subject property and an estimate of market value of the fee simple interest is concluded, as of the effective date of valuation, from the range of value indicators. Finally, an appraisal report is prepared that summarizes the analyses and conclusions of the appraiser. The subject property is comprised of vacant land and only the Sales Comparison Approach to value will be included in this report.

The value conclusion presented herein excludes the value of personal property including furnishings, fixtures, and equipment (F, F & E), as well as business inventory. As well, the valuation process excludes goodwill of the business, intangible, and/or going concern value. The conclusion of value is limited strictly to real estate; that is, land and any improvements that are identified within this report.

The scope of work for this assignment has been described above and is considered acceptable for this appraisal assignment. The analyses, opinions, and conclusions of this appraisal report have been prepared in accordance with accepted appraisal practices and procedures provided by USPAP, FIRREA, and the Appraisal Institute.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the fee simple interest of subject property identified herein, as of the effective date of valuation.

INTENDED USE OF APPRAISAL AND INTENDED USER

The intended use of this appraisal is to determine market value for potential acquisition purposes. The intended user of this appraisal is the City of Ocala. I have not provided any services regarding the subject property within the prior three years, as an appraiser or in any other capacity.

PROPERTY RIGHTS APPRAISED

The value conclusion presented herein acknowledges the fee simple interest of the subject property.

Fee Simple Interest

Fee simple interest is defined as absolute ownership unencumbered by any other interest or estate. A person who owns all of the property rights is said to have fee simple title, subject only to the limitations of eminent domain, escheat, police power, and taxation.

APPRAISAL DATES

The effective dates of this appraisal are as follows.

Date of Inspection:	January 29, 2026
Effective Date of Value:	January 29, 2026
Date of Report:	February 2, 2026

DEFINITION OF VALUE

The following definition was compiled from the ***Code of Federal Regulations, Title 12, Chapter I, Part 34.42[g]*** and ***The Dictionary of Real Estate Appraisal,* Sixth Edition**, published by the Appraisal Institute.

Market Value

Market value is defined as the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and

seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and,
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

IDENTIFICATION OF THE PROPERTY

The subject property of this appraisal is identified as approximately 6.65 acres (289,674 SF) of vacant land located east of NW Martin Luther King, Jr. Avenue in Ocala, Marion County, Florida. It is further identified as Parcel No. 25502-000-00 and includes easement access from the terminus of NW 18th Street.

LEGAL DESCRIPTION

The complete legal description for the subject property is located in the Addenda of this report.

PROPERTY OWNERSHIP

As of the effective date of valuation, fee simple ownership of the subject property is identified as:

Stavola Investments, LLC
Post Office Box 8
Anthony, Florida 32617-0008

HISTORY OF THE PROPERTY

Sales History

The subject property has been in its present ownership for at least the past three years. In addition, the subject is not currently listed for sale. However, the client provided a preliminary Agreement For Purchase and Sale of Real Property between the City of Ocala, Florida (buyer) and the owner of record (seller). The preliminary contract includes a purchase price of $550,000, or $82,707/AC. The prospective purchase price is within the range of the comparable land sales studied and will not be discussed further. No other information was provided to the appraiser.

Rental Data

The subject includes vacant land and no lease agreements were provided to the appraiser.

TAXES AND ASSESSMENTS

The subject property is included in the 2025 Marion County Property Assessment Roll as Parcel No. 25502-000-00. The total just value in 2025 was $146,488 and the total assessed

value in 2025 was $89,021. The 2025 combined tax liability and assessments for the subject were $1,944.42. Based on information provided by the Marion County Tax Collector's Office, real estate taxes have not been paid for 2025. However, there are no past due taxes from previous years.

ZONING AND LAND USE PLANS

According to the City of Ocala Land Development Regulations and Comprehensive Plan, the subject property include the following classifications.

Zoning

M-3, Heavy Industrial

The Heavy Industrial (M-3) district is intended primarily for those heavy manufacturing and processing activities, which create undesirable effects that are not properly associated with residential or commercial areas. Outdoor manufacturing activities and storage associated with permitted uses may be allowed in the M-3 district. Service and commercial establishments, as well as showroom and outdoor sales, are not permitted in this district.

The following uses are permitted without exception in the Heavy Industrial (M-3) district: construction service establishment; parking lot; professional and business office; construction and demolition landfill; materials recovery facility; assembly of electronic components; manufacturing, light; recreational vehicle and boat outdoor storage; recycling center; research and testing laboratory; warehouse; and, wholesale and distribution. Outdoor storage is permitted as an accessory use. Residential, retail, agricultural, eating or drinking establishment, hospitality and tourism, personal service, vehicular service, education/recreation/social uses, public uses, and health care uses are not permitted.

The minimum lot size is 44,000 SF and the minimum lot width is 200 feet. The maximum building height is 150 feet. There are no minimum building setbacks.

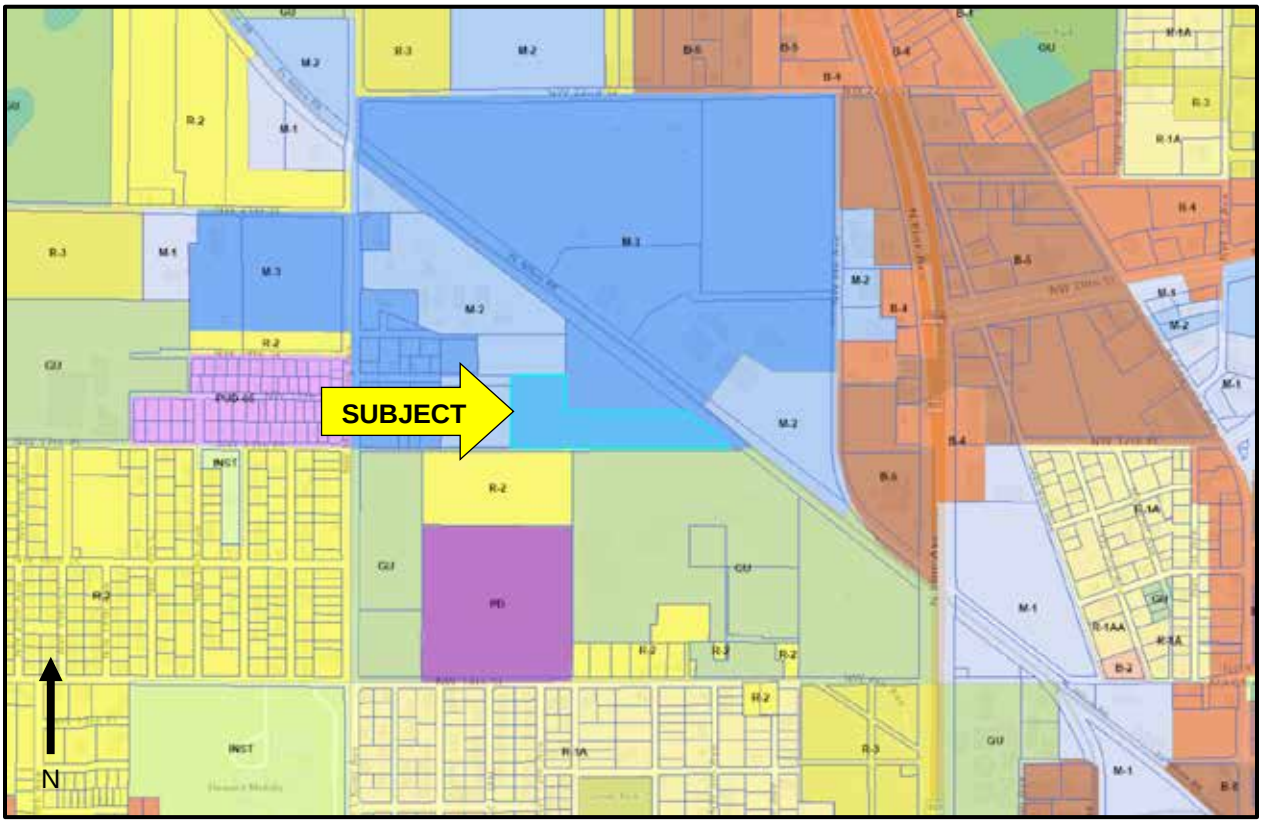
Future Land Use

According to the City of Ocala Comprehensive Plan, the subject property is located within the **Medium Intensity/Special District** future land use classification. The intent of this category is to identify neighborhood- and community-serving activity centers, generally represented as "Medium Low" or "Medium High" on the Ocala 2035 Vision. The Medium Intensity/Special District category encourages developments with two or more uses. Permitted uses include residential, office, commercial, public, recreation, institutional, light industrial, and educational facilities. This future land use category is characterized by buildings that are one to four stories in height. The use of Best Practices Design Guidelines is required in this land use category, with the form of buildings and development regulated by the Form Based Code. Buildings are to have moderate build-to-lines from the street and public right-of-way. Parking may occur on-street or in the

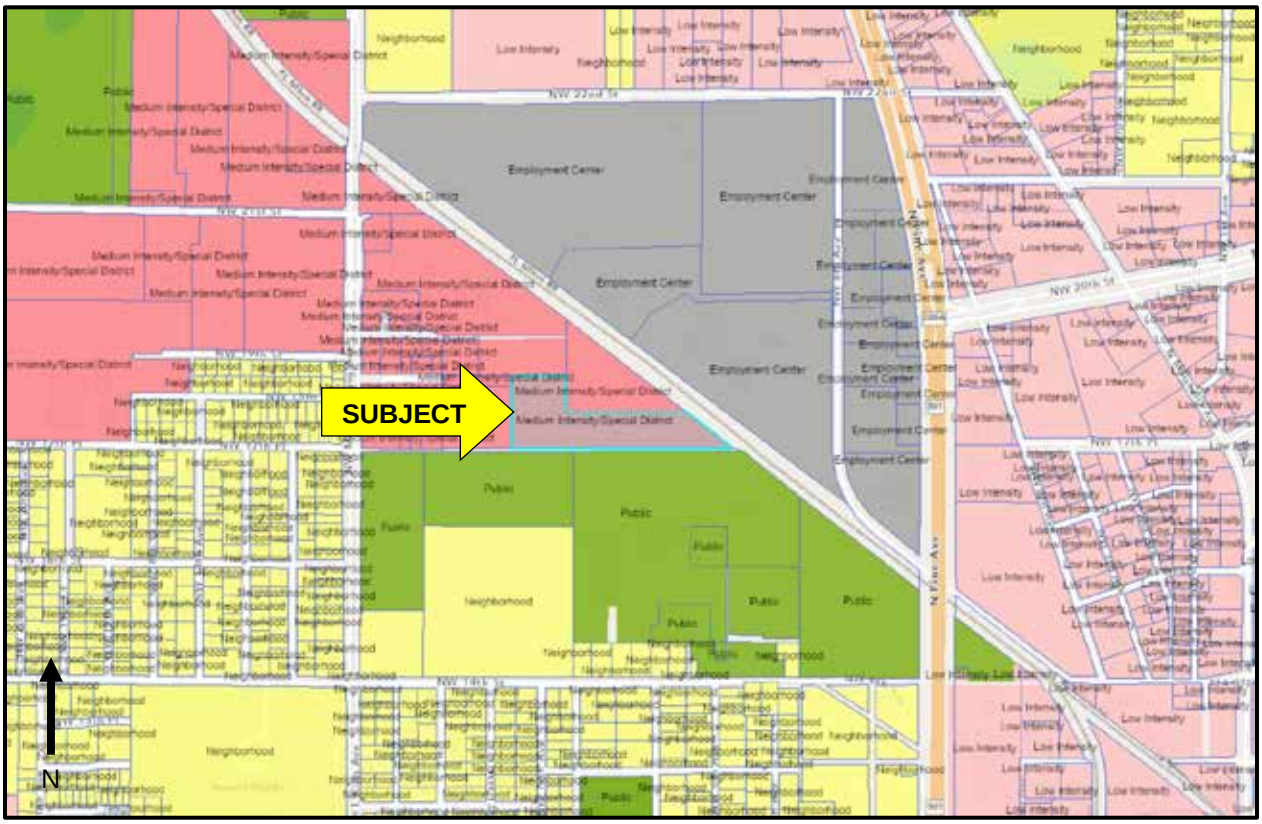
moderate build-to-line of buildings, though rear and side yard parking is encouraged. Shade for pedestrians should be provided through landscaping and/or building design. Open space should consist of large neighborhood and community parks. To promote a walkable urban form, the minimum density allowed is five units per gross acre. The maximum density (before incentives) is 30 units per gross acre. The Medium Intensity/Special District category encourages a typical floor area ratio (FAR) range of .15 to 4.0. Increased density and intensity incentives may be approved for inclusion of workforce housing, green building and sustainable design standards, setting aside right-of-way for trails, employment-generating uses, exemplary urban design, or other benefits to the City as specified in the Land Development Code. The location and application of incentives are set forth in the Land Development Code.

Based on the current zoning and future land use classifications, the conclusion of highest and best use for some form of industrial development is permissible on the subject property.

ZONING MAP



FUTURE LAND USE MAP



According to information from the Marion County Property Appraiser's Office, the subject site includes approximately 289,674 SF, or 6.65 acres. The subject is situated east of NW Martin Luther King, Jr. Avenue with easement access from the terminus of NW 18th Street. The slightly irregular-shaped site has grassy characteristics with minimal tree cover. The highest elevations were noted in the central portion of the site with a gradual downward slope to the north, south, east, and west. It should be noted the property has earthen berms and debris piles along the south and east boundaries. The subject includes an interior lot configuration with easement access from the terminus of NW 18th Street, which is accessible from NW Martin Luther King, Jr. Avenue. The property is situated level with road grade. The CSX Railroad (Florida Northern Railroad) right-of-way is situated along the east boundary.

The subject property includes sections of post and wire and chainlink fencing along the south and east boundaries. The fencing is older and in poor condition and provides no contributory value.

Adjacent uses include vacant land to the north and west, City-owned property (William James Walking Trail) to the south, and the Railyard One property to the east. NW 18th Street extends east from NW Martin Luther King, Jr. Avenue as a two-lane paved interior street and then continues north and east as an unpaved dirt road towards the subject site. Although an aerial map provided by the Marion County Property Appraiser's Office indicates the right-of-way for SW 18th Street (50-feet wide) extends in an east/west direction from NW Martin Luther King, Jr. Avenue, the roadway physically begins within a City-owned property (Parcel No. 25489-000-00) adjacent south of the aforementioned right-of-way. It then turns north to the right-of-way and continues east to another City-owned parcel (Parcel No. 25491-001-00) that provides easement access to the northwest corner of the subject property. NW Martin Luther King, Jr. Avenue is a connector that extends from NW 35th Street to SW 17th Street (SR 464) and includes four asphalt-paved lanes, concrete and landscaped median, center turn-lane to NW 18th Street, concrete curbs and gutters, concrete sidewalks, overhead electric service, and streetlights. Based on information provided by the Florida Department of Transportation (FDOT), the annual average daily traffic (AADT) data along NW Martin Luther King, Jr. Avenue (NW 10th Street to NW Gainesville Road) in 2024 was a total of 7,400 trips.

The subject property includes water, sewer, and electricity provided by the City of Ocala. According to FEMA Flood Insurance Rate Map Panel No. 12083C 0509 E, dated April 19, 2017, the subject site is located in Zone X, an area of 0.2% annual flood chance or of 1% annual chance flood with average depths of less than one foot or with drainage areas less than one square mile. Based on a National Wetlands Inventory Map provided by the U.S. Fish and Wildlife Service, the subject property does not include any wetlands.

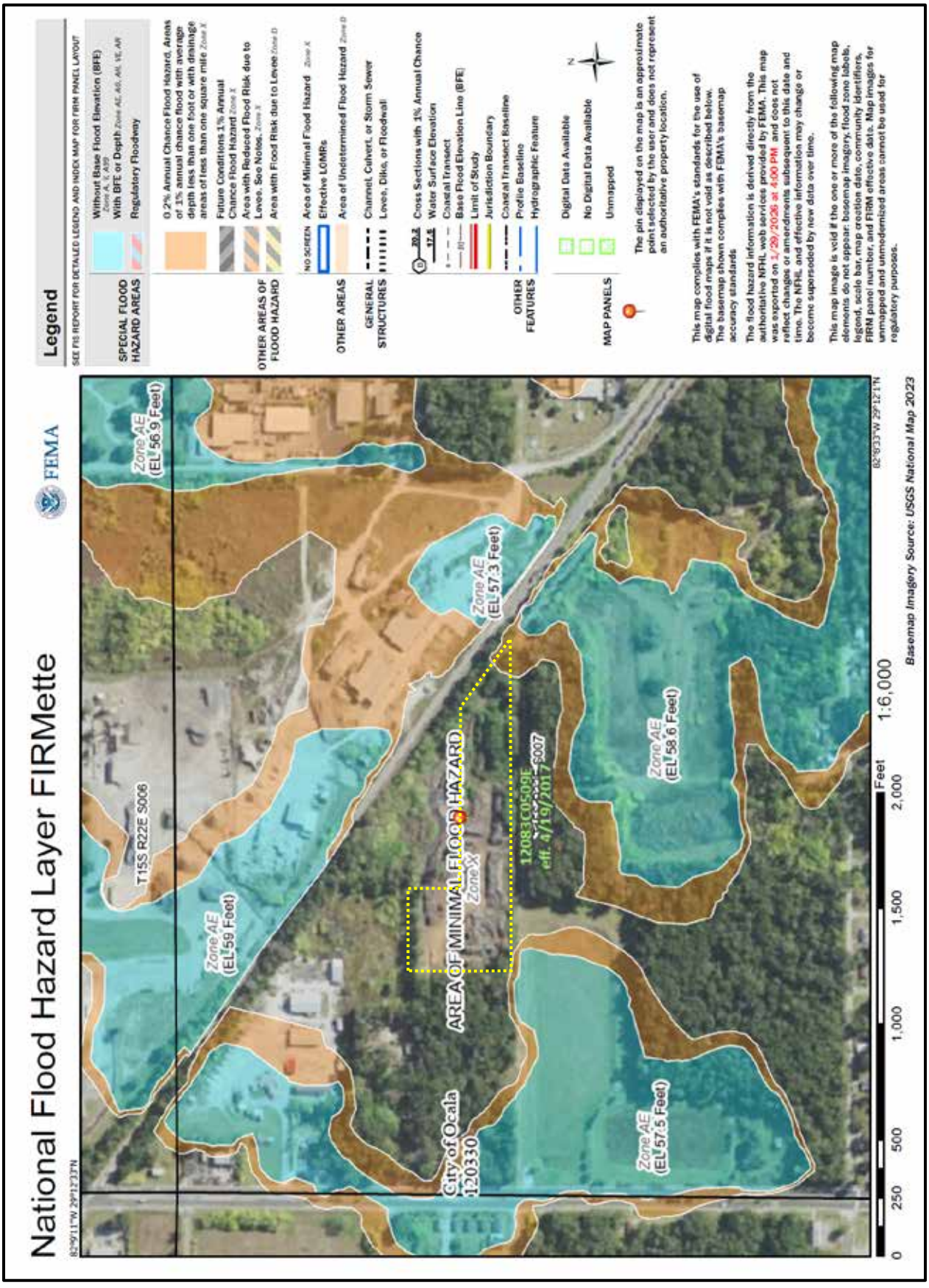
AERIAL MAP



AERIAL MAP


NW 22 ST
NW 8 AVE
SUBJECT
NW 17 LN
NW MARTIN L KING AVE
NW 15 AVE
NW 14 AVE
NW 13 AVE
NW 12 AVE
NW 11 AVE
NW 9 AVE
NW 7 AVE
N

FLOOD INSURANCE RATE MAP



As was previously discussed, the subject property is identified as approximately 6.65 acres (289,674 SF) of vacant land located east of NW Martin Luther King, Jr. Avenue in Ocala, Marion County, Florida. It is further identified as Parcel No. 25502-000-00 and includes easement access from the terminus of NW 18th Street. Please refer to the Site Description and Analysis section of this report for descriptions of the subject site and any improvements.

Based on my comparison of the subject with other vacant sites in the market area, the physical characteristics are typical of similar properties. The slightly irregular-shaped site includes grassy characteristics with minimal tree cover, highest elevations in the central portion of the site, and a gradual downward slope to the north, south, east, and west. The property has earthen berms and debris piles along the south and east boundaries. It includes an interior lot configuration with easement access from the terminus of NW 18th Street, which is accessible from NW Martin Luther King, Jr. Avenue. The CSX Railroad (Florida Northern Railroad) right-of-way is situated along the east boundary. These characteristics are conducive to development that would benefit from the location just removed from NW Martin Luther King, Jr. Avenue. As a result, this analysis indicates the subject is overall comparable to other vacant properties in the area.

As previously discussed in the Zoning and Land Use Plans section of this report, the subject is zoned M-3, Heavy Industrial with a Medium Intensity/Special District future land use classification. The M-3 district is intended primarily for those heavy manufacturing and processing activities that create undesirable effects not properly associated with residential or commercial areas. Outdoor manufacturing activities and storage associated with permitted uses may be allowed in the M-3 district. Service and commercial establishments, as well as showroom and outdoor sales, are not permitted in this district. In addition, residential, retail, agricultural, eating or drinking establishment, hospitality and tourism, personal service, vehicular service, education/recreation/social uses, public uses, and health care uses are not permitted. Due to the location removed from NW Martin Luther King, Jr. Avenue and within a neighborhood that is largely comprised of commercial and industrial properties, some form of industrial development is appropriate.

A review of the City of Ocala Future Land Use Maps shows the subject's location in relationship with surrounding land uses. The zoning and future land use patterns are consistent with planning policies, and adjacent land uses in the area are complementary. As a result, there are no probable zoning or future land use amendments for the subject. Please refer to the Zoning and Land Use Plans section for more detailed discussion of the public regulations governing the subject property.

A neighborhood has been defined as a grouping of complimentary land uses affected in a similar manner by the following forces: social, economic, governmental, and environmental, which affect all property values. In addition to physical boundaries, neighborhood boundaries can be further identified by perceptible changes in such characteristics as degree of similarity in land use, type of structure, architectural style, and

maintenance. Its surrounding community or metropolitan area influences every neighborhood.

The general neighborhood that has the greatest impact upon the highest and best use of the subject property is described as the land area lying east of I-75, south of NW 35th Street, north of US Highway 27, and west of US Highway 301/441 in northwest Ocala. Much of the neighborhood is zoned industrial and is utilized for a variety of industrial purposes. Although industrial utilization is the most predominant use found in the subject neighborhood, other land uses also exist. This is evidenced by residential uses that are scattered throughout the neighborhood, but away from the major thoroughfares. Other significant land uses include commercial properties situated along NW 27th Avenue, US Highway 301/441, and US Highway 27. These uses are most prevalent at the US Highway 27 interchange with I-75.

According to information provided by CoStar, the 2024 population estimate within five miles of the subject property was 88,962 persons, which represents a 3.54% increase over 2020 levels. This is expected to increase to 103,829 persons in 2029. The average household size is 2.30 persons and 56.66% of the homes are owner-occupied. The median age within a five-mile radius of the subject is 40.90 years and the unemployment rate of 1.66% is below the Ocala/Marion County and State averages of 6.3% and 4.2%, respectively (United States Department of Labor, Bureau of Labor Statistics, November 2025). The average household income in the area is $74,644 and the median household income is $51,116. The median home value within five miles of the subject property is $190,405 and the median year built is 1983. Lastly, a slight majority of the homes in the immediate area are valued between $100,000 and $200,000 (32.01%), while 27.02% of the homes are valued between $200,000 and $300,000 and 21.06% of the homes are valued at less than $100,000.

The industrial complexion of the subject neighborhood is due primarily to the proximity of the three I-75 interchanges of west Ocala. The subject neighborhood accesses I-75 via US Highway 27, while the SR 40 interchange is located about 1½ miles to the south and the SR 200 interchange is approximately four miles to the south. In addition to favorable distribution routes available to the subject neighborhood, other amenities include rail access, a full complement of City utilities, and the Ocala International Airport, which is located at the southwest corner of the signalized intersection of SR 40 and SW 60th Avenue.

The Florida Department of Transportation (FDOT) also plans to construct a new Diverging Diamond Interchange (DDI) in the area of I-75 and NW 49th Street. This interchange will improve interstate and regional mobility within Marion County, accommodate future traffic growth, and provide relief to existing surrounding interchanges. The DDI design was chosen because it has proven to enhance efficiency and increase safety by eliminating left turns across oncoming traffic. Construction of the interchange is funded for 2025 and the total costs including design, right-of-way-acquisition, and construction are $100,500,000. This interchange will be located approximately 3½ miles northwest of the subject and construction is expected to commence in 2025. Buc-ee's acquired a 34.47-acre

site at the southeast pin of the proposed I-75/NW 49th Street interchange. It is proposed to be the largest Buc-ee's in Florida at 80,000 SF with 120 fuel pumps and 750 parking spaces. Other properties near the proposed interchange have been purchased in the past few years with plans for additional commercial and industrial development. This interchange will connect to NW 35th Street within the Ocala-Marion County Commerce Park. The roadway is part of a road widening project that is planned to extend east to SR 40 in Silver Springs. It has currently been completed between NW 35th Avenue Road and W. Anthony Road, which has resulted in increased industrial development in the area.

The Ocala-Marion County Commerce Park is located in the northeast quadrant of the I-75/US Highway 27 interchange. It comprises about 490 acres that fronts northbound I-75 at US Highway 27 and another 244 surrounding acres that could be consolidated for a mixed-use commerce park. The development includes the 383,161 SF FedEx Ground package distribution hub, a 444,000 SF AutoZone distribution hub that serves 290 stores throughout Florida and Puerto Rico, a 600,000 SF distribution facility for Chewy.com, and the 617,046 SF Florida Crossroads Logistics Center (Amazon). A 27.85-acre parcel was acquired by Peak Development in 2021 and subsequently developed with a 350,895 SF warehouse known as the Ocala Logistics Center. The entirety of the space was leased to BroadRange Logistics in November 2023. Another 35.14-acre site was purchased by SFG Ocala I, LLC in 2021 and developed with the Topline Logistics Center, which includes 457,217 SF of space that was leased in November 2025. The most recent acquisition of real estate in the Ocala-Marion County Commerce Park occurred in September 2023 when Averitt Express purchased 15.41 acres for the development of a transportation and logistics facility that will includes three phases totaling approximately 70,000 SF.

The other industrial parks east of I-75 are generally situated along and just removed from the road frontage of NW 27th Avenue. These subdivisions include Shady Road Industrial Park, Going's Corner, Galloway and Sands Industrial Subdivision, Bryan's (Bison) Industrial Park, Central Park, and South Forty Industrial Park. This area includes the Hale Products-Class 1, Outlaw Snax, Cheney Brothers, Green Ops-Ocala, and Raney's Truck Parts manufacturing and distribution facilities.

Other industrial properties located proximate to the subject include The Carport Company, Ace Distribution Solutions, Tri-County Truck and Trailer Repair, Anderson Columbia Plant No. 8, Encore Electric, Elite Construction, Capris Furniture, Counts Construction, Robinson Custom Metals, Frampton Construction, Fletcher Plumbing, Thompson Custom Auto, Friends Recycling, Carl Johnson Towing, Groeb Motors, Paintworx, Sallee Horse Vans, Hall-Mark Fire Apparatus, Air Parts, Trademark Electric, Southern Marble, Ray's Construction of Ocala, D & S Pallet Recycle, Steve Allen Construction-Tallen Builders, Marcum Construction, All American Cabinetry, Advanced Marketing Southeast, Butcher Transportation, A & A Trucking and Excavating, D & D Asphalt, and Ocala Recycling. A 148,000 SF facility for Antebellum Manufacturing was recently completed along NW 35th Street. The majority of these properties are situated along NW 27th Avenue and NW 35th Street. It should be noted these properties are predominately owner-occupied and limited comparable rental data was available for the immediate neighborhood.

Primary factors of influence within the neighborhood include commercial and light industrial uses that service the surrounding residential base, as well as its proximity to I-75 and downtown Ocala. The proximity to I-75 allows for easy transportation access for distribution purposes as evidenced by the numerous industrial parks located near the interchanges. As well, the eastern boundary is located along US Highway 301/441, a major north/south artery in Ocala that provides excellent visibility and exposure for retail commercial uses (used car dealerships, fast food restaurants, branch banks, service stations, and convenience stores).

Commercial uses in the subject neighborhood are generally situated along US Highway 27 and N. Pine Avenue (US Highway 301/441). The properties include restaurants, auto sales and service centers, office buildings, retail properties, and convenience stores with fuel sales. The neighborhood also includes several mobile home dealerships situated along US Highway 27 to the west of NW 27th Avenue. A number of hotels, motels, convenience stores with fuel sales, and fast food restaurants are located at the I-75 interchange with US Highway 27. UF Health recently completed a neighborhood hospital with emergency department services at the northeast pin of the I-75/US Highway 27 interchange. In addition, NW 30th Avenue, which is situated east of the Marion County Criminal Justice Complex, includes numerous office buildings that are primarily operated by bail bondsmen.

As well, the governmental facilities in the area include the Mary Sue Rich Community Center, Ocala Wetland Recharge Park, Howard Middle School, Madison Street Elementary School, and the Marion County Jail. Other governmental properties in the neighborhood include the State of Florida Department of Transportation facility, and the Marion Regional Juvenile Detention Center. It should be noted the presence of the Marion County Criminal Justice Complex and the Marion Regional Juvenile Detention Center could be perceived as having a negative influence on the neighborhood with respect to marketing. However, NW 10th Street is also improved with a mixture of commercial and industrial uses including Chariot Eagle, Waste Pro, Stone & Surface Designers, and Windstream Utilities.

The increased industrial development has spurred residential construction in the form of single-family residential lots and apartments. The residential properties are scattered throughout and include a mixture of single- and multi-family residential uses. These properties are generally older and of fair to average quality. However, Sable Run was recently completed along the south side of NW 21st Street. It includes 18 lots that represent an undeveloped portion of the Howard Heights subdivision. The most significant development in the residential sector of the subject neighborhood is West Oak, which is situated on the site of the former Pine Oaks golf course about ⅔ mile northwest of the subject. The property comprises more than 217 acres that is proposed to include a total of 2,300 multi-family residential units, 150 townhome units, and 170 single-family residential lots, as well as 12,000 SF of commercial space. The project is divided into four phases with development planned through 2027.

The first phase of development included the renovation of the existing clubhouse into a fitness center and swimming pool identified as The Club at West Oaks. Aurora St. Leon

Apartments is located at the northwest corner of NW 21st Street and NW 21st Avenue. It is a 272-unit complex that includes one-, two-, and three-bedroom units, as well as a bark park, pet spa, game lawn, fitness center, and community swimming pool. The Laurels at West Oak subdivision is situated just north of Aurora St. Leon Apartments. It includes 170 single-family residential lots with home/lot packages by Adams Homes and Century Complete starting at $268,990. Madison Oaks West is located in the north portion of the development just south of NW 35th Street. It is a 96-unit complex with one-, two-, and three-bedroom units. The complex includes a community swimming pool, playground, picnic pavilion, and business center. There have been two sales of multi-family residential land in the northwest portion of the site and each parcel is proposed to be developed with 250 units. Discussions with the developer (Scott Siemens) indicated the buyer has plans to take down three additional parcels and construct a total of 1,500 apartment units.

A large portion of the described neighborhood includes single-family residential subdivisions that are improved with fair to average housing in terms of size, quality, and price. They are located sporadically throughout the area, but predominantly away from the major roadways in the central and eastern portions. These are generally mature developments that were constructed more than 50 years ago. They were noted as Tree Haven, Howard Heights, Bunche Heights, Richmond Heights, Belvedar, Bethune Village, Westwood Park, and others. Although the majority of apartment complexes in northwest Ocala are located south of US Highway 27, the neighborhood includes Aurora St. Leon Apartments and Madison Oaks West. Another multi-family residential project that has been partially completed and is currently on hold is identified as Crystal Park Apartments with 130 proposed units. This suggests apartments and other multi-family residential uses have been accepted in the area.

The City of Ocala plans to expand on the success of the West Oak development with a revitalization plan for the surrounding area. The Ocala Wetland Recharge Park represented one of the initial phases of the plan with the next phase identified as Reeds Place. This includes the land lying south of NW 21st Street, north of NW 17th Street, east of NW 21st Avenue, and west of NW Martin Luther King, Jr. Avenue. The Mary Sue Rich Community Center serves as the anchor for this area of revitalization. Based on plans provided by the City, the project could potentially include a mixture of single-family residential, multi-family residential, and mixed-use (commercial and residential space) development connected by interior roadways and pedestrian walkways.

However, a portion of Reeds Place is located on the site of the former Royal Oaks Charcoal Plant that operated from 1970 to 2006. The City secured a Florida Department of Environmental Protection (FDEP) Brownfields grant to perform an environmental assessment and complete remediation work from 2011 to 2020. The east portion of the former plant includes on-site soil contamination that is above levels appropriate for residential development and further remediation is necessary. Furthermore, there is a potential for on-site groundwater contamination that is monitored by six monitoring wells. In order to develop the remainder of the former plant site it is likely the soil will need to be excavated and removed and the groundwater must continue to be monitored.

Between 2000 and 2010, the county's population increased from 258,914 to 331,298, an increase of about 28.0%. As of July 1, 2023, the population of Marion County had increased to 403,966. During the same 10-year period (2000-2010), 42,671 new residential units were constructed in Marion County. According to the U.S. Census Bureau, the number of new residential units constructed annually increased from 2,354 in 2000 to 7,453 in 2005. The number of new residential units for 2006 dropped slightly to 7,063 and each successive year to a low of 397 in 2012. The number of units permitted then gradually increased with 630 residential units in Marion County during 2013, 755 in 2014, 1,055 in 2015, 1,426 units in 2016, 2,234 units in 2017, and 2,808 units in 2018. There were a total of 2,357 permits issued for residential housing in 2019. Although the number of permits issued in 2019 was slightly lower than 2018 levels, there was a significant increase in 2020 with 3,814 housing units permitted. In addition, there were a total of 6,229 units permitted in 2021, 6,489 units in 2022, 5,197 units in 2023, and 7,071 units in 2024. There have been a total of 5,403 units permitted through November 2025. With respect to the area of the subject property (five-mile radius), 6,006 housing units were constructed between 2000 and 2010, while 3,462 housing units have been built in the area since 2010.

Due to the current inventory of vacant lots within existing developments throughout Marion County, growth patterns for the county are not expected to change significantly. However, demand for new housing units has increased as evidenced by the higher number of residential units permitted. Additionally, an increase in demand for new residential development in the subject neighborhood is anticipated as evidenced by the limited availability of vacant lots in existing subdivisions and the higher number of building permits issued for residential housing units.

That being said, the United States of America continues to recover from a national health pandemic caused by COVID-19 (coronavirus). In the short-term, financial markets and the global economy experienced significant volatility and turmoil. The Federal Reserve responded to the pandemic with significant reductions to interest rates in an effort to offset market uncertainty. In an effort to avoid face-to-face contact, banks initially reduced access to their lobbies. These policies were relaxed and increased transaction volumes were the result. However, interest rates have since increased and lending has decreased to some degree.

With respect to Florida, the number of new cases peaked in July 2020 and then decreased throughout August 2020 to the middle of October 2020. The number of cases peaked again in January and mid-August 2021, January 2022, August 2023, and most recently in July 2024. Although intermittent spikes may occur in the future, there is optimism any market disruptions could be short-term. Vaccines are widely available to the general public. In addition, recent studies indicate natural immunity generated from an infection was found to be at least as high, if not higher, than that provided by the vaccines. My analysis relies on the best market data available. Furthermore, the market continues to stabilize and revert to prior conditions as the public health risk remains contained.

In conclusion, this neighborhood includes a mixture of commercial, light industrial, and residential properties. As a result, the subject neighborhood reflects an accepted industrial

area of Ocala. This area has proven to be successful with these types of properties and it is these uses that impact the highest and best use of the subject to the greatest extent. Marketing activity in this portion of Ocala has been fairly stable due to the mature age of the developments and properties located therein. Although the majority of newer construction has occurred west of I-75 and proximate to the Ocala International Airport, the construction of the Ocala-Marion County Commerce Park has spurred industrial development in the area. The growth in the industrial sector has created demand for residential units and portions of the immediate area are transitioning to residential uses. However, due to the proximity to I-75, the area continues to be accepted for industrial use. The area also includes ample infrastructure and a large residential base that provide the foundation for development in the future. In addition, the widening of NW 35th Street, as well as the proposed construction of a new I-75 interchange at NW 49th Street and the construction of the West Oak development, should further enhance the marketability of the neighborhood, the immediate area, and the subject property.

HIGHEST AND BEST USE ANALYSIS

The basis of an appropriate conclusion of final value is the identification of the most profitable and competitive use to which a property can be put. This is accomplished through an analysis of the property's highest and best use.

***The Appraisal of Real Estate,* Fourteenth Edition**, published by the Appraisal Institute, defines highest and best use as:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

Highest and best use analysis is a three-step process. The first step involves the highest and best use of a site as though vacant. The determination must be made to leave the site vacant or to improve it. If the conclusion is to improve the site, the second step is to determine the ideal improvement. The final step is a comparison between the ideal improvement and the existing or proposed improvement. At this point, the determination must be made to maintain the property in its present or proposed form or to modify the improvements to conform more closely with the ideal.

AS VACANT

Acknowledging the existing zoning (M-3, Heavy Industrial) and future land use (Medium Intensity/Special District) designations, as well as location removed from NW Martin Luther King, Jr. Avenue, development of the subject site is intended for industrial uses. As sale prices and rental rates for comparable industrial space increase and vacancy levels remain low, the costs to acquire land and develop new facilities are more feasible and construction is expected to continue. This is supported by recent vacant industrial land

sales and new construction in the market. As a result, the financial feasibility for industrial development is well stated due to the location proximate to existing industrial properties and US Highway 27, NW 35th Street, and I-75. Market data and discussions with knowledgeable market participants also indicate property values and rental rates for industrial properties continue to increase. Such a use should result in maximum productivity for the site with ample size for buildings, site improvements, greenspace, and required on-site water retention. Therefore, use of the subject for **industrial development** purposes represents the highest and best use of the subject site, as vacant.

PROCESS OF ANALYSIS AND VALUATION

Traditionally, there are three approaches utilized in the valuation of real property. These include the Cost Approach, Sales Comparison Approach, and Income Capitalization Approach.

The Cost Approach is based on the principle of substitution, which states that no rational person would pay more for a property than the amount for which can be obtained, by purchase of a site and construction of improvements, without undue delay, a property of equal desirability and utility. The basic steps of the Cost Approach are to estimate site value, as vacant, estimate the reproduction cost new of the basic improvements and minor structures (excluding any that were included as part of the site value), and then estimate, in dollar amounts, the accrued depreciation caused by the physical deterioration, functional deficiencies or superadequacies, or any adverse external influences. The next step is to deduct the accrued depreciation from the improvement's estimated reproduction cost new to arrive at a present depreciated cost estimate. Then, by adding the site value estimate, the result is to arrive at an indicated value for the property via the Cost Approach.

The Sales Comparison Approach is based on the principal of substitution, which indicates that an informed purchaser would pay no more for a property than the cost of acquiring an equally desirable substitute property with the same or similar utility. This approach is applicable when an active market provides sufficient quantities of reliable data that can be verified from authoritative sources. The Sales Comparison Approach is reliable in a dynamic market or if an estimate of value is related to properties for which there are comparable sales available. This approach to value is also pertinent when sales data can be verified with the principals to the transaction. Heavy emphasis is placed on this approach to value in an active market.

In the Income Capitalization Approach, we are concerned with the present value of any future benefits of property ownership. Future benefits are generally indicated by the amount of net income the property will produce during its remaining useful life. After comparison of interest yields and characteristics of risk for investments of similar type and class of properties, this net income is then capitalized into an estimate of value. The value indicated by the Income Capitalization Approach is generally the most indicative value indication for properties that are held for income production or for investment purposes.

After obtaining value estimates by the Cost, Sales Comparison, and Income Capitalization Approaches, the results are reconciled into a final market value conclusion. This reconciliation process is a weighing of the strengths and weaknesses of each approach in order to reconcile the independent valuation estimates into a single, comprehensive estimate of market value.

For purposes of this appraisal report, only the Sales Comparison Approach to value will be included herein.

The Sales Comparison Approach of this appraisal will compare sales of similarly influenced properties with the subject. The reliability of this approach rests in the validity of the sales presented in terms of sale price, location, date of sale, physical characteristics, and so forth. This is accomplished by the verification process in which parties to the transactions are interviewed to verify information concerning the sales.

This approach is based on the Principle of Substitution, which holds that buyers and sellers go through a process similar to the comparison process herein when selecting a property based upon personal preferences, tastes, opinions, and desires. Adjustments are made to the sales when differences are found after comparing them to the subject.

The procedures of the Sales Comparison Approach include the investigation of the market for comparable sales based upon the best verification available. These land sales are then compared to the subject and adjustments are applied (as needed) to account for differences noted. Examination and analysis of the sales and the resulting adjusted sale prices provide the best reflection of value for the subject property via the Sales Comparison Approach.

Due to the conclusion of highest and best use, as vacant, for some form of industrial development, sales of similar vacant parcels in the subject neighborhood are compared to the subject resulting in an appropriate conclusion of value for the subject site. Due to the limited number of vacant industrial land sales, the sales studied also include similar-sized properties in the immediate area. Because no two properties are identical, adjustments are applied as an equalizer to account for differences between the sales and the subject. In lieu of specific adjustments, the bracketing process will be employed. This process "brackets" the subject between the sales with superior (-) and inferior (+) characteristics with the indication of value for the subject emphasizing those sales with similar features. This will be demonstrated in the following analysis.

The land sales presented in the following table are located in the subject's market area and other areas of similar economic influence. As a result, the sales studied are considered to be the most comparable to the subject property and will be used to provide the estimate of market value for the subject via the Sales Comparison Approach, as of the effective date of valuation.

Based on market evidence, vacant properties approved for industrial development are most commonly valued on a price per acre basis. All of the comparable land sales have been inspected and analyzed on the basis of conditions of sale, market conditions (time), location, size, physical characteristics, amount of road frontage (accessibility), and permitted development density (zoning). These adjustments will be applied to the land sales presented in the following table. The comparable land sales location map and presentation of the land sales will follow the table.

COMPARABLE LAND SALES Subject: 6.65 AC										
Land Sale	**Sale Date**	**Size (AC)**	**C of S**	**Time**	**Loc.**	**Size**	**Phys. Char.**	**Access**	**Zoning**	**Adj. Sale Price/AC**
1	10/24	22.11	=	+	+	+	+	-	=	>$56,536
2	12/24	10.50	=	+	=	+	+	-	-	<$114,286
3	03/25	6.00	=	=	=	=	+	-	+	>$50,000
4	04/25	2.31	=	=	-	-	=	-	=	<$173,160
5	08/25	12.85	=	=	=	+	=	-	=	>$54,475
6	12/25	10.49	=	=	=	+	+	-	+	>$76,930

Range: **$50,000/AC to $173,160/AC**
Mean: **$87,565/AC**
Median: **$66,733/AC**

LAND SALES LOCATION MAP



LAND SALE 1



COUNTY:	Marion
RECORDING:	8443/0030
LOCATION:	South side of NE 24th Street just east of NE 25th Avenue, Ocala
SALE DATE:	10/07/2024
SALE PRICE:	$1,250,000 $56,536/AC
FINANCING:	Cash to seller
PROPERTY RIGHTS:	Fee simple
CONDITIONS OF SALE:	Arm's length
GRANTOR:	Chapman Family Foundation, Inc.
GRANTEE:	BFS Real Estate, LLC
LEGAL DESCRIPTION:	Lengthy legal lying in Section 03-15-22; Marion County, Florida
HIGHEST & BEST USE:	Industrial development
SITE SIZE:	963,112 SF; 22.11 AC

LAND SALE 1

SITE DESCRIPTION:	Slightly irregular-shaped site; heavy tree cover and underbrush; highest elevations to the west with a gradual downward slope to the east; interior lot configuration with paved road frontage along NE 24th Street; situated level with road grade; according to the FDOT, the AADT along NE 24th Street (CR 200-A to NE 36th Avenue) in 2023 was a total of 3,200 trips; CSX Railroad right-of-way along the south boundary
ZONING:	M-1, Light Industrial
FUTURE LAND USE:	Employment Center
FLOOD ZONE:	Zones X and A (FEMA Panel No. 12083C 0528 E; 04/19/2017); the property includes three pockets of Zone A in the central, north-central, and southeast portions of the site
IMPROVEMENTS:	None
ANALYSIS:	The property was listed for $1,500,000 and was on the market for 770 days prior to the sale; based on a study of industrial land sales in the market, the purchase price was somewhat aligned with market occurrences
VERIFIED WITH:	David Williams, Broker Associate (Showcase Properties of Central Florida) via MLS: 01/29/2026
VERIFIED BY:	Nathan R. Gibboney, MAI
PARCEL NO:	24265-000-00

LAND SALE 2



COUNTY:	Marion
RECORDING:	8501/1043
LOCATION:	West side of NW Gainesville Road (CR 25-A) between US Highway 301/441 and NW 35th Street, Ocala
SALE DATE:	12/23/2024
SALE PRICE:	$1,200,000 $114,286/AC
FINANCING:	Cash to seller
PROPERTY RIGHTS:	Fee simple
CONDITIONS OF SALE:	Arm's length
GRANTOR:	FRHP Lincolnshire, LLC
GRANTEE:	NW 20th Street, LLC
LEGAL DESCRIPTION:	Lengthy legal lying in Section 06-15-22; Marion County, Florida
HIGHEST & BEST USE:	Commercial development
SITE SIZE:	457,380 SF; 10.50 AC

LAND SALE 2

SITE DESCRIPTION:	Slightly irregular-shaped site; grassy characteristics with pockets of moderate tree cover; highest elevations to the east with a gradual downward slope to the west; interior lot configuration with paved road frontage along CR 25-A; situated level with road grade; the property is divided by a 40'-wide right-of-way for NW 31st Street, which has not been constructed; according to the FDOT, the AADT along CR 25-A (US Highway 441 to NW 35th Street) in 2023 was a total of 18,700 trips
ZONING:	B-4, General Business (north 5.00 AC) B-5, Wholesale Business (south 5.50 AC)
FUTURE LAND USE:	Low Intensity (north 5.00 AC) Employment Center (south 5.50 AC)
FLOOD ZONE:	Zones X and AE (FEMA Panel Nos. 12083C 0507 D and 12083C 0509 E; 08/28/2008 and 04/19/2017); the property includes two pockets of Zone AE in the south portion of the site with a base flood elevation of 63.0 feet
IMPROVEMENTS:	The south portion of the property includes paving and infrastructure associated with the former RV sales and service facility
ANALYSIS:	The property was purchased for redevelopment; the verifying party indicated the south portion of the site will be developed with a 20,000 SF office warehouse facility, while there are no current plans for the north portion; based on other commercial land sales in the subject neighborhood, the purchase price was aligned with market occurrences
VERIFIED WITH:	Preston Kirkpatrick, grantee; 05/08/2025
VERIFIED BY:	Nathan R. Gibboney, MAI
PARCEL NO:	25237-001-01; 25238-000-02

LAND SALE 3



COUNTY:	Marion
RECORDING:	8567/1377
LOCATION:	West side of NW Martin Luther King, Jr. Avenue just north of NW 28th Place, Ocala
SALE DATE:	03/24/2025
SALE PRICE:	$300,000 $50,000/AC
FINANCING:	Allstate Servicing, Inc. ($200,000)
PROPERTY RIGHTS:	Fee simple
CONDITIONS OF SALE:	Arm's length
GRANTOR:	Intimacy House of Prayer, Inc.
GRANTEE:	Kut Different, Inc.
LEGAL DESCRIPTION:	Lengthy legal lying in Section 01-15-21; Marion County, Florida
HIGHEST & BEST USE:	Multi-family residential development
SITE SIZE:	261,360 SF; 6.00 AC

LAND SALE 3

SITE DESCRIPTION:	Rectangular site; heavy tree cover and underbrush; highest elevations to the northeast with a gradual downward slope to the southwest; interior lot configuration with paved road frontage along NW Martin Luther King, Jr. Avenue, as well as the terminus of NW 17th Avenue and NW 18th Avenue, which are interior streets within the Tree Haven Subdivision; situated level with road grade; according to the FDOT, the AADT along NW Martin Luther King, Jr. Avenue (NW 10th Street to NW Gainesville Road) in 2024 was a total of 7,400 trips
ZONING:	INST, Institutional
FUTURE LAND USE:	Low Intensity
FLOOD ZONE:	Zone X (FEMA Panel No. 12083C 0509 E; 04/19/2017)
IMPROVEMENTS:	None
ANALYSIS:	The property was listed for $350,000 and sold after 12 days on the market; it was purchased for development with a private school (Kut Different Academy); the zoning would have to be changed to permit residential development; based on a study of multi-family residential land sales in the market, the purchase price was aligned with market occurrences
VERIFIED WITH:	Contract; appraiser's files; 01/28/2025
VERIFIED BY:	Nathan R. Gibboney, MAI
PARCEL NO:	21447-000-01

LAND SALE 4



COUNTY:	Marion
RECORDING:	8610/0690
LOCATION:	Northeast corner of NE 11th Place and NE Osceola Avenue, Ocala
SALE DATE:	04/30/2025
SALE PRICE:	$400,000 $173,160/AC
FINANCING:	Seller ($350,000)
PROPERTY RIGHTS:	Fee simple
CONDITIONS OF SALE:	Arm's length
GRANTOR:	Scott L. & Kathy Sumner
GRANTEE:	Ocala Crane, LLC
LEGAL DESCRIPTION:	Lengthy legal lying in Block 5, Allred's Survey; Section 08-15-22; Marion County, Florida
HIGHEST & BEST USE:	Industrial development
SITE SIZE:	100,624 SF; 2.31 AC

LAND SALE 4

SITE DESCRIPTION:	L-shaped site; grassy characteristics with few trees; highest elevations to the south with a gradual downward slope to the north; corner lot configuration with paved road frontage along NE 11th Place, NE Osceola Avenue, and NE 3rd Avenue; situated level with all three road grades; according to the FDOT, there is no trip data for NE 11th Place, NE Osceola Avenue, and NE 3rd Avenue
ZONING:	M-1, Light Industrial
FUTURE LAND USE:	Low Intensity
FLOOD ZONE:	Zone X (FEMA Panel No. 12083C 0509 E; 04/19/2017)
IMPROVEMENTS:	The property includes older asphalt paving that provided no contributory value to the sale price
ANALYSIS:	Based on a study of other vacant industrial lot sales, the sale price was aligned with market occurrences
VERIFIED WITH:	Richard Mutarelli, Attorney; 08/05/2025
VERIFIED BY:	Nathan R. Gibboney, MAI
PARCEL NO:	26320-000-00

LAND SALE 5



COUNTY:	Marion
RECORDING:	8690/0619
LOCATION:	North side of NW 22nd Street just east of NW Martin Luther King, Jr. Avenue, Ocala
SALE DATE:	08/15/2025
SALE PRICE:	$700,000 $54,475/AC
FINANCING:	Cash to seller
PROPERTY RIGHTS:	Fee simple
CONDITIONS OF SALE:	Arm's length
GRANTOR:	Lewis Electrical Constructors, Inc.
GRANTEE:	BO & CO NP, LLC
LEGAL DESCRIPTION:	Lengthy legal lying in Section 06-15-22; Marion County, Florida
HIGHEST & BEST USE:	Industrial development
SITE SIZE:	559,746 SF; 12.85 AC

LAND SALE 5

SITE DESCRIPTION:	Rectangular site; grassy characteristics with heavy tree cover and underbrush; highest elevations to the north with a gradual downward slope to the south; interior lot configuration with paved road frontage along NW 22nd Street; situated level with road grade; according to the FDOT, there is no trip data for NW 22nd Street
ZONING:	M-2, Medium Industrial
FUTURE LAND USE:	Low Intensity
FLOOD ZONE:	Zone X (FEMA Panel No. 12083C 0509 E; 04/19/2017)
IMPROVEMENTS:	None
ANALYSIS:	The property was originally listed at $1,300,000 and sold after 725 days on the market; the site is located in an area historically comprised of industrial uses, which is transitioning to residential uses; based on a study of other industrial land sales in the market, the purchase price was somewhat below market occurrences
VERIFIED WITH:	Joe Krim, Broker (Boyd Real Estate); 01/29/2026
VERIFIED BY:	Nathan R. Gibboney, MAI
PARCEL NO:	25260-000-00

LAND SALE 6



COUNTY:	Marion
RECORDING:	8791/0453
LOCATION:	South side of NW 21st Street just east of NW 21st Avenue, Ocala
SALE DATE:	12/23/2025
SALE PRICE:	$807,000 $76,930/AC
FINANCING:	Cash to seller
PROPERTY RIGHTS:	Fee simple
CONDITIONS OF SALE:	Arm's length
GRANTOR:	Ocala Cleat Company
GRANTEE:	City of Ocala, Florida
LEGAL DESCRIPTION:	Lengthy legal lying in Section 12-15-221; Marion County, Florida
HIGHEST & BEST USE:	Multi-family residential development
SITE SIZE:	456,968 SF; 10.49 AC

LAND SALE 6

SITE DESCRIPTION:	Rectangular site; grassy characteristics with moderate tree cover; fairy level elevations with a gradual downward slope to the northwest; interior lot configuration with paved road frontage along NW 21st Street; situated level with road grade; according to the FDOT, there is no trip data for NW 21st Street
ZONING:	R-3, Multi-Family Residential
FUTURE LAND USE:	Medium Intensity/Special District
FLOOD ZONE:	Zones X and A (FEMA Panel Nos. 12083C 0508 E and 12083C 0509 E; 04/19/2017); the majority of the site is located in Zone A
IMPROVEMENTS:	None
ANALYSIS:	The property was originally listed at $1,250,000 and sold after 586 days on the market; the site is located in an area historically comprised of industrial uses, which is transitioning to residential uses; it was purchased by the City of Ocala for assemblage with adjacent parcels and possible future redevelopment; based on a study of other multi-family residential land sales in the market, the purchase price was somewhat aligned with market occurrences
VERIFIED WITH:	Joe Switt (City of Ocala); appraiser's files; 01/29/2026
VERIFIED BY:	Nathan R. Gibboney, MAI
PARCEL NO:	21943-000-00

Conclusion

The comparable land sales presented herein include an appropriate sale price range for conclusion of value for the subject property. These six sales provided a range from $50,000/AC to $173,160/AC with a statistical mean of $87,565/AC and a statistical median of $66,733/AC. Based on the bracketing process as noted in the comparable land sales table, an indication of value above $76,930/AC (highest indicator of Land Sales 1, 3, 5, and 6) and below $114,286/AC (lowest indicator of Land Sales 2 and 4) is reflective of this study.

In addition, I have studied four listings of vacant parcels that are zoned for commercial and industrial development. These properties provided an asking price range from $99,305/AC to $175,000/AC with an average asking price of $119,826/AC. It should be noted these properties range in size from 5.00 to 20.00 acres and have been on the market for an average of 915 days. Because of negotiations that are likely to occur prior to any sale and result in a lower sale price, a conclusion well below the average listing price is made. In addition, the average number of days on market suggests the asking prices are higher than buyers are willing to pay.

Therefore, based on the land sales studied, a conclusion between the statistical indicators is appropriate. This accounts for the smaller size (economies of scale) of the subject site as compared to the majority of the land sales studied and more intensive industrial zoning classification, which is offset by the inferior accessibility. As a result, I have concluded the market value estimate of the fee simple interest of the subject property, as of January 29, 2026, at **$80,000/AC**, or **$530,000**.

ESTIMATE OF MARKET VALUE **$530,000**
As Is, As of January 29, 2026

MARKETING AND EXPOSURE TIME

According to discussions with area Brokers and real estate agents, properties similar to the subject typically spend between nine months and 24 months on the market, depending on the location, physical condition, and asking price. This is somewhat supported by the improved sales studied that included an average of 523 days on the market, which is towards the upper end of the range. Based on this information, as well as acknowledging the current economy and market in northwest Ocala, the projected exposure time for the subject property is estimated at **12 months**.

While exposure time represents the estimated length of time the property would have been offered on the market prior to the hypothetical consummation of a sale at market value, as of the effective date of valuation, marketing time is an opinion of the amount of time it might take to a sell a real property interest at the concluded market value level during the period immediately after the effective date of valuation. In other words, exposure time

occurs prior to the effective date of valuation and marketing time occurs after the effective date. According to information provided by local Brokers familiar with the market area, the projected marketing time for the subject is estimated between **nine and 12 months**.

CERTIFICATION

I certify, to the best of my knowledge and belief, that:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have personally inspected the property that is the subject of this report and made a visual inspection of all comparable sales that were studied.
- No one provided significant real property appraisal assistance to the person signing this certification.
- As of the date of this report, Nathan R. Gibboney, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.
- I have not provided any services regarding the subject property within the prior three years, as an appraiser or in any other capacity.

Dated: February 2, 2026



Nathan R. Gibboney, MAI
State-Certified General Real Estate Appraiser
License No. RZ2580

The appraisal report has been made with the following general assumptions and limiting conditions:

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

5. The value finding of this appraisal is contingent upon the conclusions of a qualified survey of the subject property in terms of size, dimensions of the land and/or improvements, and the location of those on-site improvements. Significant differences between the survey and the representations made by the client and reported herein may result in the need for reevaluation of the appraisal process as it relates to the subject.

6. All engineering studies are assumed to be correct. Maps, plats, exhibits, and other illustrative material in this report are included only to help the reader visualize the property.

7. It is assumed that there are no hidden or unapparent conditions of the property, sub-soil, or structures that would render it more or less valuable. No responsibility is assumed for such conditions nor for the engineering that may be required to discover such factors. Unless specifically cited, no value has been allocated to subsurface rights or deposits, including minerals, oil, gas, and geothermal.

8. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

9. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described, and considered in the appraisal report.

10. Although the flood hazard status for the subject property has been studied, it is recommended that more in-depth information be obtained prior to development upon the site.

11. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

12. It is assumed that the use of the land and improvements (if applicable) is confined within the boundaries or property liens of the property described and that there is no encroachment or trespass unless noted in the report.

13. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The presence of substances such as radon gas, lead based paint, mold, fungi, asbestos, formaldehyde, ground water contamination, underground storage tanks, and other potentially hazardous materials may affect the value of the property. The appraiser, however, is not qualified to detect such substances and is not an expert in the identification of adverse environmental factors. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any

expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired.

14. The appraiser has been retained to arrive at an opinion of value and the inspection performed by the appraiser is more of an observation and is not intended to reveal defects in the mechanical systems, plumbing, electrical systems, structural integrity, roofing, or other components of the structures appraised. The appraiser does not claim to be an expert in those areas. The appraiser can only observe areas that are visually accessible. If the client has any concerns about or questions about such conditions, an expert in this field should be called to do an inspection.

15. The conclusion presented within this report is warranted as an accurate representation of value, subject to the Certification of Value and Assumptions and Limiting Conditions specified herein, as of the effective date of valuation. I assume no responsibility for economic or physical factors occurring at some later date that may affect the opinion of value herein stated.

16. The conclusion of value presented within the report is an opinion and estimate of the appraiser. There is no guarantee, written or implied, that the subject property will sell for the precise estimate of value contained herein.

17. Forecasted projections presented within this report are utilized to assist in the valuation process and are based on current market conditions, as well as anticipated short-term supply and demand factors. Therefore, the projections are subject to changes in future conditions that cannot be accurately predicted by the appraiser and could affect the future income or value projections.

18. If this appraisal is to be used for mortgage loan purposes, the applicable lending procedures must be consistent with acceptable lending practices as promulgated by the Office of Thrift Supervision (OTS; formerly the Federal Home Loan Bank Board), the Office of the Comptroller of the Currency (OCC), the Federal Deposit Insurance Corporation (FDIC), and the Savings Association Insurance Fund (SAIF; formerly the Federal Savings and Loan Insurance Corporation). I assume no liability for a loss in value applicable to the subject, or its proposed development, which occurs as a result of lending practices that vary from generally accepted mortgage underwriting guidelines as established by institutions such as the OTS, OCC, FDIC, and the SAIF, or when the loan proceeds are diverted to other parties, uses, or properties.

19. Expert witness testimony or attendance in court or at any other hearing by Nathan R. Gibboney, MAI is not required by reason of rendering this appraisal unless such arrangements are made a reasonable time in advance.

20. Disclosure of the contents of the appraisal report is governed by the bylaws and regulations of the Appraisal Institute.

21. This appraisal report, including the format style, spreadsheet data, and addenda, is the property of the appraisal firm of **Gibboney & Associates** and no portion of the report is to be reproduced without the expressed written permission of **Gibboney & Associates**.

22. Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any appraisal and are invalid if so used.

23. Possession of this report, or a copy thereof, does not carry with it the right of publication.

24. The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.

25. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

26. The only intended user of this appraisal is the intended user stated in the appraisal report. There is no other intended user. No purchaser, seller, or borrower are intended users of this report. No party, other than the intended user, should rely upon this appraisal for any purpose whatsoever. The fact that some party, other than the client, paid for the appraisal, either directly, or indirectly, does not make them an intended user.

NATHAN R. GIBBONEY, MAI

Employment History:

Gibboney & Associates, 2008-Present
Rhodes & Rickolt, P.A., 1998-2008

Formal Education:

Bachelor of Arts in Business Administration, University of Florida, 1998

Professional Organizations:

MAI Member, Appraisal Institute, Certificate No. 12451
Appraisal Institute-East Florida Chapter, Board of Directors
State-Certified General Real Estate Appraiser, License No. RZ2580

Civic Organizations:

Ocala-Silver Springs Rotary Club, Past President (2007-2008)
Ocala-Marion County Chamber of Commerce
City of Ocala Planning and Zoning Commission (2008-2020)
City of Ocala Citizens Academy (2009)
Kappa Alpha Order, Beta Zeta Chapter

Real Estate Education:

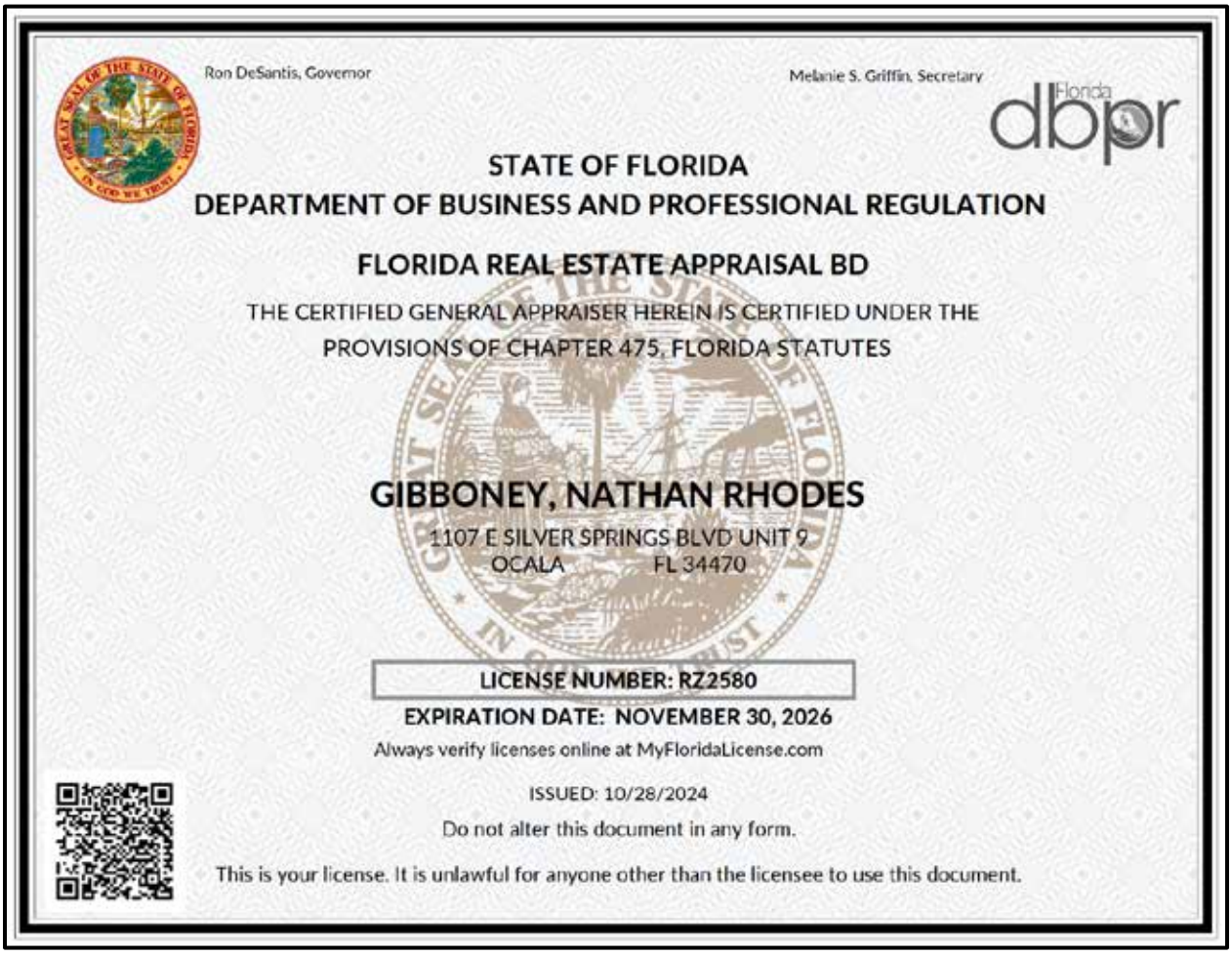
AB-I, Licensed Residential Appraisal
AB-II, Certified Residential Appraisal
AB-III, Certified General Appraisal
510, Advanced Income Capitalization, Appraisal Institute
520, Highest & Best Use and Market Analysis, Appraisal Institute
530, Advanced Sales Comparison & Cost Approaches, Appraisal Institute
540, Report Writing & Valuation Analysis, Appraisal Institute
550, Advanced Applications, Appraisal Institute
410, National USPAP Course, Appraisal Institute

Real Estate Education (cont.):

420, Business Practices and Ethics, Appraisal Institute
General Demonstration Reports Seminar, Appraisal Institute
What Clients Would Like Their Appraisers to Know Seminar, Appraisal Institute
Condemnation Appraising: Basic Principles and Applications, Appraisal Institute
Uniform Standards for Federal Land Acquisitions, Appraisal Institute
Analyzing Distressed Real Estate, Appraisal Institute
Separating Real Property, Personal Property, and Intangible Business Assets, Appraisal Institute
Analyzing Operating Expenses, Appraisal Institute
Insurance Replacement Valuation: An Emerging Appraisal Discipline, Appraisal Institute
Evaluating Commercial Construction, Appraisal Institute
Subdivision Valuation, Appraisal Institute
Cool Tools: New Technology for Real Estate Appraisers, Appraisal Institute
Data Verification Methods, Appraisal Institute
Forecasting Revenue, Appraisal Institute
Farmer Mac Appraisal Requirements, American Society of Farm Managers & Rural Appraisers

NATHAN R. GIBBONEY, MAI

Copy of State Certification:



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

GIBBONEY, NATHAN RHODES
1107 E SILVER SPRINGS BLVD UNIT 9
OCALA FL 34470

LICENSE NUMBER: RZ2580
EXPIRATION DATE: NOVEMBER 30, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/28/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

LISTING OF CLIENTS

Lending Institutions:

Addition Financial Credit Union
Ameris Bank
Arkansas Valley Bank
Bank 7
Bank of America
Bank OZK
BankTrust
Barwick Banking Company
BBVA Bank
Campus USA Credit Union
Capital City Bank
Centennial Bank
Chambers Bank
Citizens First Bank
Citizens State Bank
Cogent Bank
Colony Bank
Commercial Bank
Community Credit Union
Farm Credit of North Florida
Fidelity Bank
Fifth Third Bank
First Federal Bank
First National Bank of Fort Smith
Florida Credit Union
Guardian Bank
Gulf Atlantic Bank
Hancock Whitney Bank
Key Bank
Mainstreet Community Bank of Florida
MidFlorida Credit Union
Millennium Bank
Peoples South Bank
PNC
Regions Bank
Renasant Bank
Sabadell United Bank
Seacoast Bank
South State Bank
Superior Bank
Synovus Bank
TC Federal Bank
TD Bank
Truist Bank
United Ag Lending
United Community Bank
United Southern Bank
Wells Fargo

Government/Public Institutions:

City of Apalachicola
City of Belleview
City of Ocala
City of Port St. Joe
Florida Department of Environmental Protection
Franklin County School Board
Gulf County School Board
Lake County Board of County Commissioners
Marion County Board of County Commissioners
Marion County Public Schools
Santa Fe College
United States Department of Agriculture

LEGAL DESCRIPTION

The following described lands in Marion County, Florida:

Parcel 4:
Lying in Section 7, Township 15 South, Range 22 East, Marion County, Florida; the South 7.47 chains of the East 4.47 chains of the NW 1/4 of the NW 1/4 and all of ROBINSON & LARGE ADDITION TO OCALA, as per plat thereof recorded in Plat Book A, Page 92, Public Records of Marion County, Florida.

Together with an easement described as:

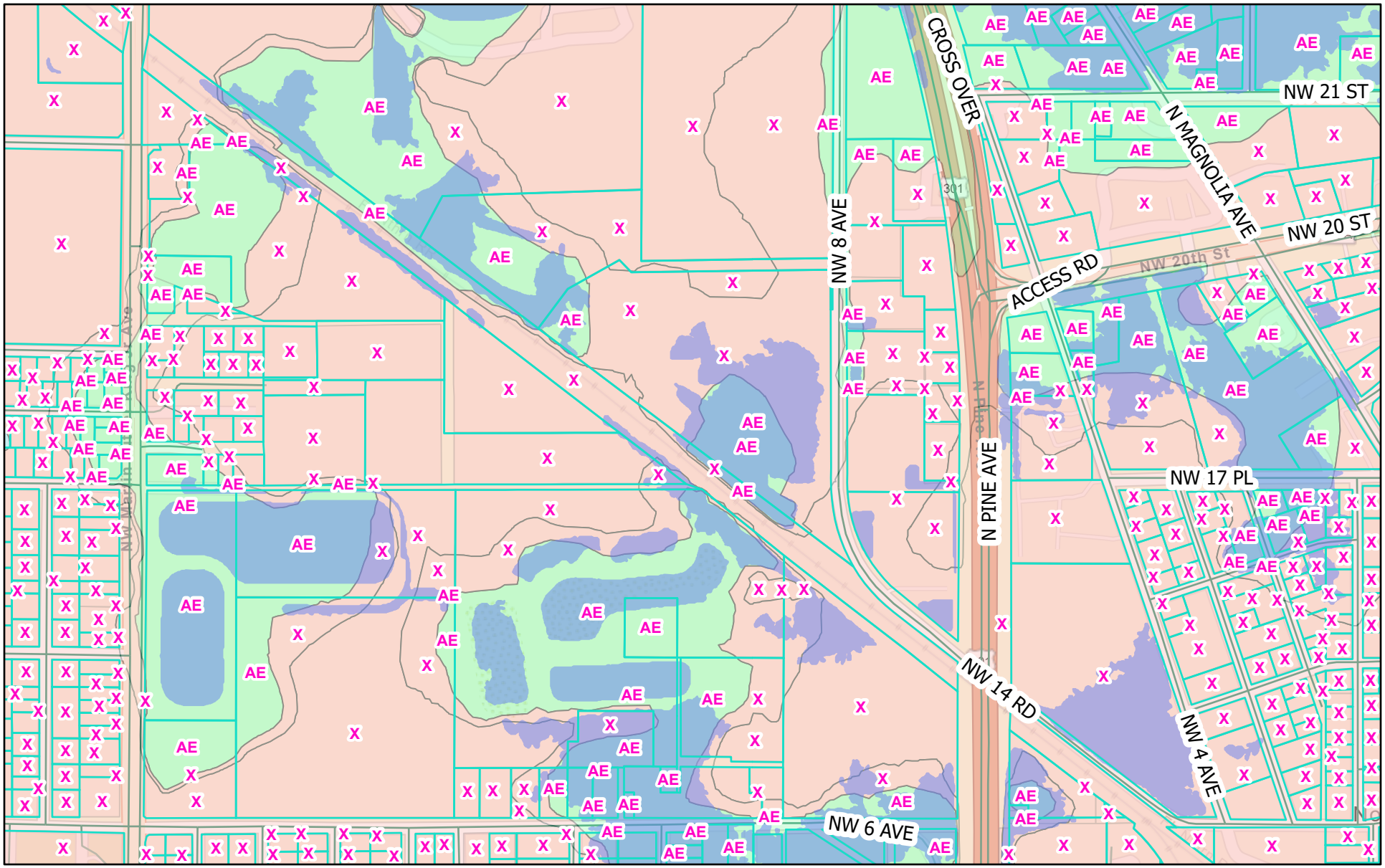
Commence at the SW corner of the NW 1/4 of the NW 1/4 of Section 7, Township 15 South, Range 22 East, Marion County, Florida, thence East along the South boundary of said NW 1/4 of the NW 1/4 506.22 feet, thence N 0°00'30"E 350.00 feet to the Point of Beginning, thence East 399.30 feet, thence N 0°00'30"E 60 feet, thence West 399.30 feet, thence S 0°00'30"W 60 feet to the Point of Beginning.

EXCEPT:
Commence at the SW corner of the NE 1/4 of the NW 1/4 of Section 7, Township 15 south, Range 22 East; also the SW corner of ROBINSON & LARGE ADDITION TO OCALA, as recorded in Plat Book A, Page 92, Public Records of Marion County, Florida; thence N 0°03'08"E along the West boundary of said ROBINSON & LARGE ADDITION TO OCALA, 199.00 feet to the Point of Beginning; thence N 0°03'08"E along said ROBINSON & LARGE ADDITION TO OCALA, 517.21 feet to the Southerly right of way of Seaboard Coast Line Railroad; also Northerly boundary of said ROBINSON & LARGE ADDITION TO OCALA; thence S 52°28'50"E along said right of way and Northerly boundary of said ROBINSON & LARGE ADDITION TO OCALA, 849.24 feet; thence West 674.04 feet to the Point of Beginning.

LESS AND EXCEPT:

Parcel 1:
Commencing at the SW corner of the NW 1/4 of the NW 1/4 of Section 7, Township 15 South, Range 22 East, thence East 904.20 feet, thence North 410.00 feet to the Point of Beginning, thence East 295.02 feet, thence North 83.02 feet, thence West 295.02 feet, thence South 83.02 feet to the Point of Beginning.

Marion County Property Appraiser



1/15/2026, 3:05:54 PM

1:7,398

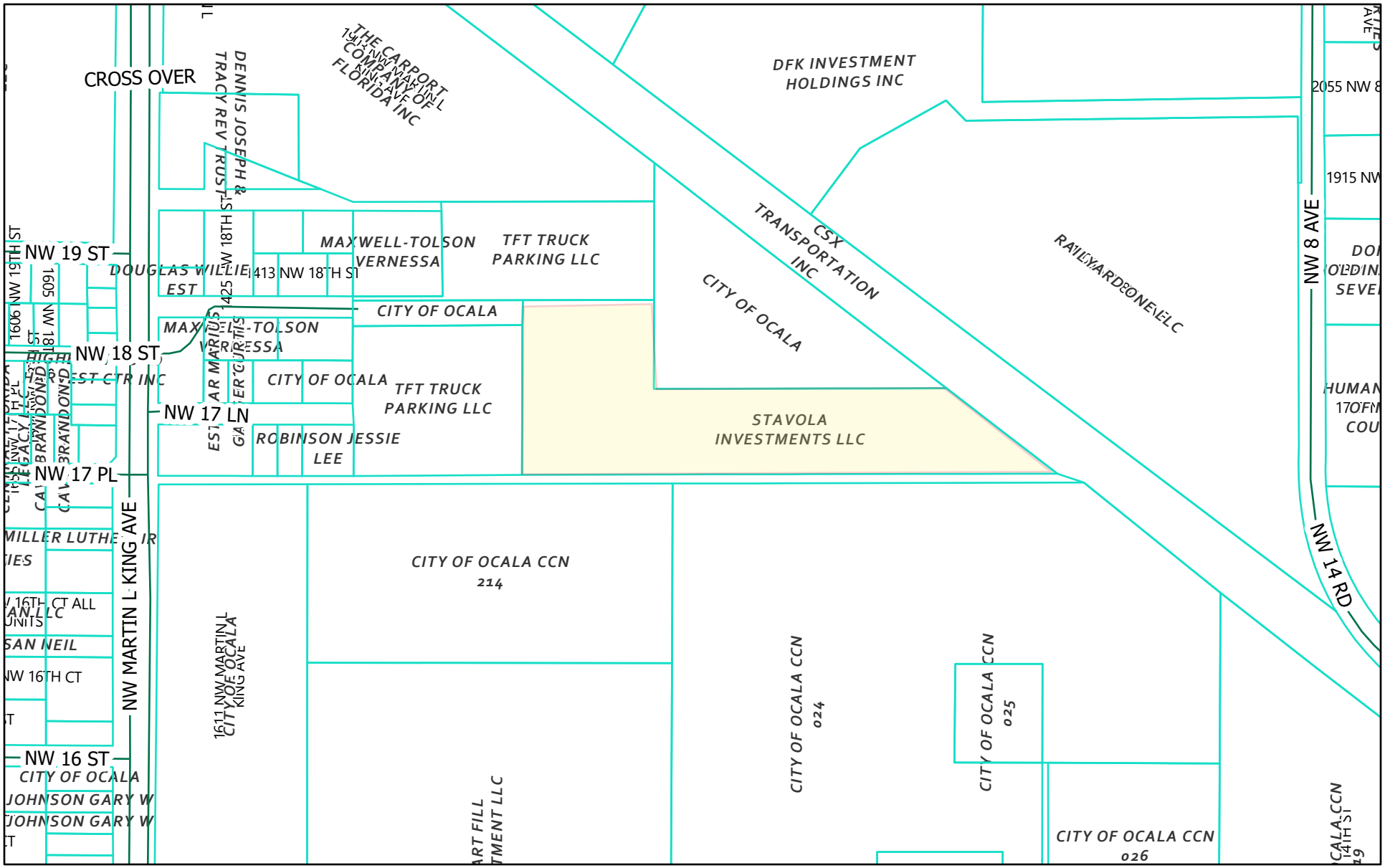
0 295 590 1,180 ft

0 90 180 360 m

Marion County, Florida - Use at your own ri

DISCLAIMER: Work in progress compiled solely for governmental purpose of property assessment. These are NOT surveys. No warranties, expressed or implied, are provided with this data, its use, or interpretation. All information subject to change without noti

Marion County Property Appraiser



1/5/2026, 1:31:06 PM

1:4,439

0 180 360 720 ft

0 50 100 200 m

DISCLAIMER: Work in progress compiled solely for governmental purpose of property assessment. These are NOT surveys. No warranties, expressed or implied, are provided with this data, its use, or interpretation. All information subject to change without noti

Jimmy H. Cowan, Jr., CFA

Marion County Property Appraiser

501 SE 25th Avenue, Ocala, FL 34471 Telephone: (352) 368-8300 Fax: (352) 368-8336

2026 Property Record Card

25502-000-00

Prime Key: 617695 | MAP IT+ | Current as of 1/5/2026

Property Information

STAVOLA INVESTMENTS LLC
PO BOX 8
ANTHONY FL 32617-0008

Taxes / Assessments:
Map ID: 178
Millage: 1001 - OCALA

M.S.T.U.
PC: 40
Acres: 6.65

2025 Certified Value

Land Just Value	$144,837		
Buildings	$0		
Miscellaneous	$1,651		
Total Just Value	$146,488	Impact	($57,467)
Total Assessed Value	$89,021	Ex Codes:	
Exemptions	$0		
Total Taxable	$89,021		
School Taxable	$146,488		

History of Assessed Values

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2025	$144,837	$0	$1,651	$146,488	$89,021	$0	$89,021
2024	$144,837	$0	$1,667	$146,504	$80,928	$0	$80,928
2023	$144,837	$0	$1,690	$146,527	$73,571	$0	$73,571

Property Transfer History

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
6323/0972	12/2015	05 QUIT CLAIM	7 PORTIONUND INT	U	V	$100
5855/0767	05/2013	05 QUIT CLAIM	0	U	V	$100
4117/1871	07/2005	07 WARRANTY	2 V-SALES VERIFICATION	U	V	$250,000
2837/1761	08/2000	07 WARRANTY	4 V-APPRAISERS OPINION	U	V	$265,000
2494/1196	05/1998	07 WARRANTY	7 PORTIONUND INT	U	V	$45,000
2494/1194	05/1998	26 TRUSTEE	7 PORTIONUND INT	U	V	$45,000
2494/1189	05/1998	09 EASEMNT	0	U	V	$100
2192/0669	11/1995	07 WARRANTY	7 PORTIONUND INT	U	V	$100

Property Description

SEC 07 TWP 15 RGE 22
PLAT BOOK A PAGE 092
ROBINSON & LARGE ADD TO OCALA
PARCEL 4: THE S 7.47 CHS (493.02 FT) OF THE E 4.47 CHS

(295.02 FT) OF THE NW 1/4 OF NW 1/4 & ALL OF ROBINSON &
LARGE ADD TO OCALA
TOGETHER WITH AN EASEMENT ON THE FOLLOWING DESC PROPERTY:
COM AT THE SW COR OF NW 1/4 OF NW 1/4 OF SEC 7 TH E 506.22 FT TH
N 00-00-30 E 350 FT TO THE POB TH E 399.30 FT TH N 00-00-30 E 60 FT
TH W 399.30 FT TH S 00-00-30 W 60 FT TO THE POB
EXC COM AT THE SW COR OF NE 1/4 OF NW 1/4 OF SEC 7 ALSO THE SW
COR OF ROBINSON & LARGE ADD TO OCALA TH N 00-03-08 E 199 FT TO
THE POB TH N 00-03-08 E 517.21 FT TH S 52-28-50 E 849.24 FT TH W
674.04 FT TO THE POB
EXC PARCEL 1: COM AT THE SW COR OF NW 1/4 OF NW 1/4 OF SEC 7 TH
E 904.20 FT TH N 410 FT TO THE POB TH E 295.02 FT TH N 83.02 FT TH W
295.02 FT TH S 83.02 FT TO THE POB
SUBECT TO AN EASEMENT OVER THE N 60 FT OF THE FOLLOWING DESC
PROPERTY:
COM AT THE SW COR OF NW 1/4 OF NW 1/4 TH E 904.20 FT TH N 410 FT TO
THE POB TH E 295.02 FT TH S 410 FT TH W 295.02 FT TH N 410 FT TO THE POB

Land Data - Warning: Verify Zoning

Use	CUse	Front	Depth	Zoning	Units	Type	Rate	Loc	Shp	Phy	Class Value	Just Value
4000	4000	.0	.0	M3	289,674.00	SF						
Neighborhood 9985												
Mkt: 2 70												

Miscellaneous Improvements

Type	Nbr Units	Type	Life	Year In	Grade	Length	Width
159 PAV CONCRETE	864.00	SF	20	2000	3	0.0	0.0
105 FENCE CHAIN LK	240.00	LF	20	2000	3	0.0	0.0
DCK DECK-WOOD	196.00	SF	40	2000	1	0.0	0.0

Appraiser Notes

SEE ADDITIONAL DEEDS LOCATED IN BETWEEN OR/BK 2192 PGS
0624 THRU 0669, DEALING WITH VARIOUS INTERESTS. DR-219S
IN FILE TO VERIFY STAMPS; NUMEROUS PARCELS INVOLVED.
40X12 MODULAR BUILDING ASSESSED THROUGH TANG.(02-08-01)

Planning and Building
** Permit Search **

Permit Number	Date Issued	Date Completed	Description

PROJECT: OEU Property Acquisition
PARCEL NO. Portion of 25502-000-00

THIS INSTRUMENT PREPARED BY/RETURN TO:
City of Ocala, Florida
Joseph Switt, Real Estate Coordinator
Growth Management Department
201 S.E. 3rd Street, 2nd Floor
Ocala, Florida 34471

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY is made and entered into this _____ day of _____ 2026 by and between the CITY OF OCALA, FLORIDA, a Florida municipal corporation, whose address is 110 S.E. Watula Avenue, Ocala, Florida 34471, hereinafter referred to as "BUYER," and STAVOLA INVESTMENTS LLC, Florida limited liability company, whose mailing address is PO BOX 8, ANTHONY, FL 32617-0008, hereinafter referred to as SELLER.

WITNESSETH:

WHEREAS, STAVOLA INVESTMENTS LLC is the owner of that certain parcel of real property located in the City of Ocala, Florida and Marion County, Florida and further identified by Marion County Property Appraiser Parcel Identification Number 25502-000-00; and

WHEREAS, the CITY OF OCALA, FLORIDA, Florida is interested in acquiring a portion of said parcel of real property and

WHEREAS, STAVOLA INVESTMENTS LLC, desires to sell said portion of said parcel of real property to the City of Ocala, Florida and

WHEREAS, the CITY OF OCALA finds that acquisition from STAVOLA INVESTMENTS LLC of parcel of real property and entry into this agreement is in the best interest of the City of Ocala, Florida and its citizens.

NOW THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), the mutual promises contained herein and in exchange for the good and valuable consideration provided for herein, the receipt and sufficiency of which are hereby specifically acknowledged, the City of Ocala, Florida and STAVOLA INVESTMENTS LLC hereby agree as follows:

Section 1. Adoption and Incorporation of Recitals.

The recitals outlined above and herein are hereby adopted by BUYER and SELLER and are specifically incorporated herein as part of this agreement.

Section 2. Purpose and Authority for Agreement.

A. This agreement is entered into for the purpose of outlining the terms and conditions of the relationship between BUYER and SELLER with respect to the real estate purchase and sale transaction for a portion of the parcel of real property located in the City of Ocala, Marion County, Florida and further identified as by Marion County, Florida Property Appraiser Parcel Identification Number 25502-000-00.

B. This agreement is entered into pursuant to the authority provided by Chapters 689, 166 and 605, *Florida Statutes*, as well as other relevant provisions of Florida law.

Section 3. Purchase and Sale of Real Property.

BUYER agrees to buy from SELLER and SELLER agrees to sell to BUYER the entirety of SELLER's interest in that portion of that certain parcel of real property located in the City of Ocala, Marion County, Florida and more particularly described as follows:

See Exhibits "A" which is attached hereto and incorporated herein by reference.

Together with all improvements and structures located in and upon said parcel of real property.

Said parcel being a portion of the property being further described by Marion County, Florida Property Appraiser Parcel Identification Number 25502-000-00 and said parcel further being referred to herein as the PROPERTY.

Section 4. Purchase Price.

A. The purchase price for this transaction shall be FIVE HUNDRED FIFTY THOUSAND AND 00/100 U.S.DOLLARS ($550,000.00) due at the closing of this real estate purchase and sale transaction.

Section 5. Time for Acceptance and Contingencies.

A. This agreement is contingent and is not binding upon BUYER until ratified and accepted by the City Council of the City of Ocala, Florida, signed by its President, and attested to by its Clerk, within thirty (30) days of the execution of this agreement by SELLER.

B. If this agreement is not ratified and accepted by the City Council of the City of Ocala, Florida within said thirty (30) day period, this agreement shall be deemed rejected by BUYER and shall be of no further effect.

C. SELLER understands, acknowledges and agrees that the time for acceptance and contingencies contained within this provision cannot be waived by BUYER or any agent of BUYER.

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Section 6. Closing of Real Estate Purchase and Sale Transaction.

A. Date of Closing.

The closing for this real estate purchase and sale transaction shall be held on a date selected by BUYER, provided however, that any such date is not more than ninety (90) days following BUYER's acceptance of this agreement in accordance with Section 5 above and herein.

B. Location of Closing.

The closing for this real estate purchase and sale transaction shall be held at the City of Ocala, Florida, Growth Management Department which is located at 208 S.E. 3rd Street, Ocala, Florida 34471, unless otherwise agreed to between the Parties, or may be accomplished via wire transfer of funds and electronic mail of executed documents, to be followed by original documents.

C. Selection of Closing Agent(s).

BUYER may select the closing agent to close this real estate purchase and sale transaction and disburse the proceeds from this transaction.

D. Documents and Payments at the Closing.

At the closing for this transaction:

i. SELLER shall execute and deliver to BUYER a special warranty deed, in a form to be agreed upon during the Feasibility Study Period, transferring the complete and entire interest of SELLER in the afore described real property, subject to the (i) ad valorem taxes for the year of the closing and all subsequent years, (ii) all matters affecting title to the PROPERTY as shown on the Survey or which would be shown on a current and accurate survey of the PROPERTY (including any encroachments), (iii) all easements, covenants, restrictions, and conditions of record, and each Permitted Exception, and rights-of-way of public and private streets and roads, (iv) all easements, restrictions, and rights-of-way as may be apparent from an inspection of the PROPERTY, and (v) all zoning, subdivision, land use, and other laws, regulations, or ordinances applicable to the PROPERTY; together with and any other applicable or necessary corrective instruments;

ii. SELLER shall execute and deliver an affidavit attesting to the absence of any liens, parties in possession, or other claims;

iii. BUYER shall furnish to SELLER a completed closing statement and the entire cash purchase price as identified and outlined in Section 4 above and herein;

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iv. BUYER and SELLER shall execute and deliver any other documents reasonably required by the closing agent in order to complete this transaction in accordance with the terms of this agreement.

Section 7. Title; Obligations of Seller.

A. BUYER shall obtain, at BUYER's expense, a title insurance commitment for the PROPERTY, issued by a nationally recognized title insurer (the "Commitment").

B. BUYER may obtain a survey of the PROPERTY (the "Survey"), at BUYER's expense. To the extent that BUYER elects to obtain the Survey, BUYER must obtain and provide to Seller a copy of same no later than the Title Objection Deadline, as defined in Section 9.C. BUYER hereby acknowledges and agrees that in the event BUYER does not elect to obtain the Survey or fails to deliver its objections to the Survey to SELLER by the Title Objection Deadline, any standard survey exception shown in the Commitment shall not be deleted and shall appear on the owner's policy of title insurance.

C. If the Commitment or the Survey contains exceptions to title which are not acceptable to BUYER, then BUYER shall notify SELLER of any and all objections to same (each, a "Title Defect" and collectively, the "Title Defects") in writing (the "Notice of Title Defect") no later than sixty (60) days after the Effective Date, as defined in Section 18 (the "Title Objection Deadline"). The Notice of Title Defect shall be accompanied by copies of the Commitment and all documents referenced therein. Any matter reflected in the Commitment or the Survey (or in the event BUYER elects not to obtain a Survey, then any matter which would have been disclosed in the Survey) to which BUYER does not object by the Title Objection Deadline shall be deemed acceptable and shall thereafter be deemed a "Permitted Exception." SELLER shall have a period of five (5) business days after SELLER's receipt of the Notice of Title Defect (the "Response Period") to notify BUYER which, if any, of the Title Defects SELLER elects to cure (the "Seller's Response"). If SELLER does not timely provide the Seller's Response, SELLER shall be deemed to have elected not to cure any of the Title Defects. If BUYER is dissatisfied with the Seller's Response (or lack thereof), BUYER may, as its sole and exclusive remedy, either: (a) terminate this agreement by delivering notice of such intent to SELLER within five (5) days after the expiration of the Response Period, in which event neither Party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this agreement or (b) proceed to the closing, and the Title Defects SELLER elected (or was deemed to have elected) not to cure shall each be deemed a Permitted Exception. If BUYER does not terminate this agreement as set forth in the preceding sentence, BUYER shall be deemed to have elected to accept title to the PROPERTY pursuant to clause (b) above. If SELLER elects to cure one or more of the Title Defects, then SELLER shall have a period to cure such Title Defects up to and including the later of (i) the forty-fifth (45th) day after SELLER's receipt of the Notice of Title Defect and (ii) the Closing (the "Cure Period"), and if needed, the Closing shall be delayed by SELLER until such cure has been completed or until SELLER elects to discontinue any such efforts to cure such Title Defects. If SELLER cures such Title Defects within the Cure Period, then SELLER shall deliver written notice to BUYER with proof of cure reasonably acceptable to BUYER, and title to the PROPERTY shall be deemed accepted by BUYER for purposes of this agreement. If SELLER elects not to cure, or is unable to

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cure, the Title Defects within the Cure Period, then, as its sole and exclusive remedy, BUYER may (x) terminate this agreement by delivering notice of such intent to SELLER within five (5) days after expiration of the Cure Period, in which event neither Party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this agreement or (i) proceed to the Closing, and the uncured Title Defects shall each be deemed a Permitted Exception. If BUYER does not terminate this agreement as set forth in the preceding sentence, BUYER shall be deemed to have elected to accept title to the PROPERTY pursuant to (ii) above. BUYER shall also have the right to object to any exception of title placed of record or on the PROPERTY permitted by SELLER subsequent to the effective date of the Commitment and/or the Survey, by notifying SELLER in writing no later than three (3) days after BUYER has knowledge of such new matter, and the foregoing procedure set forth in Section 9.C. above shall apply.

Section 8. Conduct of Feasibility Study.

A. BUYER may, during the period commencing on the Effective Date and concluding Ninety (90)days after the Effective Date (the "Feasibility Study Period"), determine whether the PROPERTY is suitable, in BUYER's sole, exclusive and absolute discretion, for BUYER's use.

B. BUYER, at their sole, exclusive and absolute discretion, may conduct a "Phase I" environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that BUYER deems necessary to determine, to BUYER's satisfaction, the PROPERTY's engineering, architectural and environmental properties; zoning and land use restrictions; subdivision status; soil and grade; availability of access to public roads, water and other utilities; consistency with local, state and regional growth management plans; availability of permits, governmental approvals and licenses; and other inspections that BUYER deems appropriate to determine the suitability of the PROPERTY for BUYER's intended use. BUYER shall not perform any Phase II environmental testing or any invasive testing of the PROPERTY without prior written consent of SELLER .

C. In the event that the PROPERTY must be rezoned or other governmental approval given to permit the use of the PROPERTY for BUYER's purposes, SELLER agrees to execute all documents BUYER may be required to file in connection with development or rezoning approvals and SELLER shall further cooperate with BUYER in obtaining such approvals but shall not be required to incur any expense or liability in the application process or related proceedings or execute any documents that will be binding on SELLER or the PROPERTY in the event this Agreement is terminated.

D. SELLER specifically gives BUYER, its agents and other representatives, the right to enter the PROPERTY at any time during the Feasibility Study Period for the purpose of conducting Inspections. BUYER shall (i) cause any consultant or vendor entering the PROPERTY to carry liability insurance in the minimum amount required by the County and to include SELLER as an additional insured on such insurance policies, and (ii) provide evidence of such insurance to SELLER.

E. SELLER shall fully cooperate with BUYER and its agents, representatives and other professionals in connection with the foregoing.

F. Upon completion of any of the Inspections, BUYER shall restore any damage or disturbance to the PROPERTY caused by such Inspections. BUYER hereby indemnifies, defends, and holds SELLER and its shareholders, officers, employees, agents, members, guests, and other invitees harmless from and against all injury or death to persons, damage (including consequential, punitive, and special damage), loss, cost, expense, or liability including, but not limited to, attorneys' fees and court costs through appeal, arising, directly or indirectly, out of the acts or omissions of BUYER, its agents, employees, invitees, or contractors, on the PROPERTY, including those arising out of the Inspections.

G. Prior to the expiration of the Feasibility Study Period, BUYER shall deliver written notice to SELLER if BUYER determines that the PROPERTY is not acceptable, in which event this Agreement shall be deemed canceled and of no further effect.

Section 9. Prorations of Required Payments.

A. Taxes, assessments, interest, insurance, and other expenses and revenue of the PROPERTY shall be prorated through the date of the closing.

B. Cash at closing shall be increased or decreased as may be required by prorations.

C. If closing occurs at a date or under circumstances where the current year's millage is not yet fixed, or the current year's assessments are otherwise unavailable, taxes will be prorated based on prior year's tax.

D. A tax proration based upon an estimate shall, at request of either party, be readjusted upon receipt of a tax bill if a statement to that effect is signed at closing.

Section 10. Risk of Loss.

In the event that the subject property is damaged by fire or other casualty before the closing for this transaction, BUYER shall have the option of either (A) taking the subject property as is, together with any insurance proceeds payable by virtue of such loss or damage; or (B) cancelling this agreement.

Section 11. Allocation of Expenses.

BUYER shall pay for all title insurance, all fees of the closing agent selected by BUYER, and for the recording of the aforementioned deed and SELLER shall pay all costs necessary to cure or satisfy any title defects, liens or encumbrances and the cost(s) of recording any corrective instruments.

Section 12. Disclosure of Brokerage Commissions.

SELLER represents that it has not listed the PROPERTY or its interest in said property with any real estate broker. SELLER and BUYER each represent to the other that no real estate brokers, salespersons, agents, or finder fees are involved in this transaction, and each party agrees to indemnify and hold harmless the

other party from and against any claims by real estate brokers or other persons claiming by, through or under them.

Section 13. Additional Terms of Agreement.

The Buyer's obligation to purchase the Property is contingent upon the Property being appraised at a value that is equivalent to or more than the total purchase price. The cost of the appraisal will be covered by the Buyer.

Section 14. Acknowledgement that Time is of the Essence.

SELLER and BUYER understand, acknowledge and agree that time is of the essence with respect to this transaction and to each and every provision of this agreement which requires action to be taken by either party hereto, regardless of whether said provisions provide a stated time period or specified date.

Section 15. Limitation on Liability and No Waiver of Sovereign Immunity.

Nothing contained in this agreement is intended to waive sovereign immunity by the City of Ocala, Florida to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Section 768.28, *Florida Statutes*. 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.

Section 16. Allocation of Attorney's Fees and Costs.

In the event of legal conflict regarding this agreement up to and including litigation, the prevailing party shall be entitled to recover all expenses and costs incurred, including court costs, reasonable attorney's fees, paralegal, investigative and any other paraprofessional fees, whether incurred at the trial phase, appellate phase, post-judgement phase or in any related bankruptcy proceeding.

Section 17. Entirety of Agreement.

This agreement, together with any and all exhibits and other attachments hereto, constitutes the entire agreement between BUYER and SELLER regarding this real estate purchase and sale transaction and there are no other covenants, agreements, promises terms, provisions, conditions, undertakings or understandings, either oral or written, between them concerning this real estate purchase and sale transaction other than those set forth herein.

Section 18. Amendments to Agreement.

This agreement may not be amended, changed or otherwise modified unless such change(s), amendment(s) or modification(s) are in the form of a written amendment executed by both BUYER and SELLER.

Section 19. Effective Date of Agreement.

This agreement shall be effective on the date executed by both BUYER and SELLER.

Section 20. Default; Cure Period.

In the event of any default by SELLER, BUYER, as its sole and exclusive remedy, shall have the right to either: (a) terminate this Agreement a or (b) seek specific performance of this Agreement, provided, that such litigation seeking specific performance against SELLER is filed by BUYER not later than forty-five (45) days after the date of such default and further, provided, that such specific performance remedy shall be available to BUYER only upon BUYER's full satisfaction of each of BUYER's obligations under this Agreement, including, without limitation, BUYER's obligation to deliver sufficient proof to SELLER that BUYER is ready, willing, and able to close this transaction. BUYER shall take no action with respect to a SELLER's Default, and SELLER shall take no action with respect to a BUYER's Default, until the non-defaulting Party has given written notice to the defaulting Party and the defaulting Party has failed to cure the default for a period of ten (10) days after receipt of such notice ("Cure Period"). Notwithstanding the foregoing, there shall be no allowance for any notice or any Cure Period in connection with BUYER's failure to close on the closing date.

Section 21. Notices. All notices required or desired to be given under this Agreement shall be in writing and either: (a) hand-delivered, (b) sent by certified mail, return receipt requested, (c) sent via FedEx or similar overnight service, or (d) sent via electronic mail, so long as notice is also provided through either method (a), (b), or (c) as herein described. All notices shall be addressed to the Party being noticed, and shall be deemed to have been given (i) when delivered, if by hand delivery, (ii) three (3) business days after deposit in a U.S. Post Office or official letter box, if sent by certified mail, (iii) one (1) business day after timely deposited in a FedEx or similar overnight service depository, or (iv) upon confirmation of receipt by sender if sent via electronic mail. All notices shall be delivered or sent prepaid for the specified service by the Party giving notice, and shall be addressed as follows:

BUYER: CITY OF OCALA, FLORIDA
Growth Management Department
201 S.E. 3rd Street, 2nd Floor
Ocala, Florida 34471
Telephone No.: _____
Attn: Joseph Switt, Real Estate Coordinator
E-Mail: jswitt@ocalafl.gov

Copy To: _____
_____
_____
Telephone No.: _____
Attn:_____
E-Mail: _____

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SELLER: STAVOLA INVESTMENTS LLC

_____

_____

_____

Telephone No.: _____

Attn: _____

E-Mail: _____

Copy To: _____

_____

_____

Telephone No.: _____

Attn: _____

E-Mail: _____

Section 22. Survival.

Unless otherwise provided for in this Agreement, all terms and provisions of this Agreement shall not survive the Closing or earlier termination of this Agreement.

Section 23. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. To facilitate execution and delivery of this Agreement, the Parties may execute and exchange executed counterparts by e-mail in a PDF file to the other Party or to the other Party's counsel. Signatures in a PDF file shall have the same legal effect as original signatures.

[Signature Pages Follow]

DRAFT

IN WITNESS WHEREOF, the parties hereto, BUYER and SELLER, have hereunto set their hands and seals on the date first written above.

BUYER: CITY OF OCALA, FLORIDA,
a Florida municipal corporation

_____

By: _____, as
City Council President

SELLER: STAVOLA INVESTMENTS LLC,
a Florida limited liability company

_____

By: _____, as its

DRAFT

EXHIBIT "A"
(property being purchased)

SEC 07 TWP 15 RGE 22
PARCEL 4: THE S 7.47 CHS (493.02 FT) OF THE E 4.47 CHS
(295.02 FT) OF THE NW 1/4 OF NW 1/4 & ALL OF ROBINSON &
LARGE ADD TO OCALA TOGETHER WITH AN EASEMENT ON THE
FOLLOWING DESC PROPERTY: COM AT THE SW COR OF THE NW 1/4 OF
NW 1/4 TH E 506.22 FT TH N 00-00-30 E 350 FT TO THE POB TH
E 399.30 FT TH N 00-00-30 E 60 FT TH W 399.30 FT TH
S 00-00-30 W 60 FT TO THE POB EXC COM AT THE SW COR OF THE
NE 1/4 OF NW 1/4 ALSO THE SW COR OF ROBINSON & LARGE ADD TO
OCALA TH N 00-03-08 E 199 FT TO THE POB TH N 00-03-08 E
517.21 FT TH S 52-28-50 E 849.24 FT TH W 674.04 FT TO THE
POB & EXC PARCEL 1: COM AT THE SW COR OF NW 1/4 OF NW 1/4
TH
E 904.20 FT TH N 410 FT TO THE POB TH E 295.02 FT TH N
83.02
FT TH W 295.02 FT TH S 83.02 FT TO THE POB & SUB TO AN
EASEMENT OVER THE N 60 FT OF THE FOLLOWING DESC PROPERTY:
COM AT THE SW COR OF NW 1/4 OF NW 1/4 TH E 904.20 FT TH
N 410 FT TO THE POB TH E 295.02 FT TH S 410 FT TH W 295.02
FT TH N 410 FT TO THE POB

File #: BR-2026-131 Agenda Item #: 10m.

Submitted By: Matthew Grow

Presentation By: Matthew Grow

Department: Aviation

FORMAL TITLE:
Budget Resolution 2026-131 to amend the Fiscal Year 2025-26 budget to appropriate grant funding from the Florida Department of Transportation for the design and construction of fuel farm, wash rack, and parking concrete pads in the amount of $478,285 and transfer funds from the Reserve for Projects account in the amount of $119,572

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
NA

BACKGROUND:
On May 6, 2025, the City Council approved a grant from the Florida Department of Transportation (FDOT) to fund the design and construction of a fuel farm expansion pad, aircraft wash rack, and operations vehicle concrete parking pads at the Ocala Airport.

The FDOT is increasing its participation in this project because the engineer's estimate (at 100 percent design) exceeds the total funding available.

FINDINGS AND CONCLUSIONS:

- Maintenance of the Fuel Farm remains under the management of Sheltair Aviation.
- Storm Resilience and Disaster Preparedness: Expanding the Fuel Farm area enhances the airport's storm resilience and disaster preparedness. With the current storage capability and 2024 sales volume, the airport has 11.28 days of Jet-A fuel and 21.74 days of AVGAS available. Expanding the fuel tank pad and increasing Jet-A capacity by 12,000 gallons will increase the number of days of Jet-A fuel to 15.25 days, further improving the airport's operational readiness.
- Airport Staff are working closely with the City Engineer to ensure that the project complies with local regulations, standards, and permitting requirements.
- The project aligns with the long-term goals outlined in the Airport Master Plan.
- McFarland Johnson, Inc. is the consultant responsible for the design work, operating under an existing

general consulting agreement (AIR/220118), dated July 20, 2022.

FISCAL IMPACT:

FDOT Grant:	$478,285	341-050-722-542-54-31010
LOCAL Match:	$119,572	451-027-722-542-54-31010
TOTAL added to Project:	$597,857	

Total project amounts:		
FDOT Grants:	$1,021,605	341-050-722-542-54-31010
LOCAL Match:	$ 255,402	451-027-722-542-54-31010
TOTAL Project:	$1,277,007	

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

-

BUDGET RESOLUTION 2026-131

A RESOLUTION TO AMEND THE FISCAL YEAR 2025-26 BUDGET TO APPROPRIATE SUPPLEMENTAL GRANT FUNDING FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN AND CONSTRUCTION OF CONCRETE PARKING PADS, A FUEL FARM EXPANSION PAD, AND AIRCRAFT WASHRACK , AND PARKING CONCRETE PADS IN THE AMOUNT OF $478,285 AND TRANSFER FUNDS FROM THE RESERVE FOR PROJECTS ACCOUNT IN THE AMOUNT OF $119,572

WHEREAS, on May 6, 2025, the City of Ocala executed Resolution 2025-26 authorizing entering into a Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation for the Design and Construction of Concrete Pads in the amount of $543,320; and

WHEREAS, on February 17, 2026, the City of Ocala executed Resolution 2026-14 authorizing entering into a Supplemental PTGA with the Florida Department of Transportation for the Design and Construction of Concrete Pads in the amount of $478,285; and

WHEREAS, funding is available in the Airport's budget to provide the required match of $119,572.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2025-26 budget be amended as outlined below to appropriate funding as follows:

SOURCE:		
341-334-000-000-09-33407	FDOT Airport Grants	$478,285
451-099-999-542-81-99801	Reserve for Projects	($119,572)
USE:		
341-050-722-542-54-31010	Professional Services	$478,285
451-027-722-542-54-31010	Professional Services	$119,572

This resolution adopted this _____ day of _____, 2026.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire J. Bethea Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

File #: 2026-0834 Agenda Item #: 10n.

Submitted By: Matthew Grow

Presentation By: Matthew Grow

Department: Aviation

FORMAL TITLE:
Three-year renewal of the lease with Enterprise Leasing Company of Florida LLC at the Ocala International Airport for annual rent and fees of approximately $410,374

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable, Economic Hub

PROOF OF PUBLICATION:
NA

BACKGROUND:
Enterprise Leasing Company of Florida, LLC ("ELC"), an existing tenant at Ocala International Airport (the "Airport"), has operated out of the original terminal building since 2002. This most recent amendment exercises the option for a three-year renewal term through January 31, 2029, for the use of 719 square feet of office space in the General Aviation Terminal, use of the car wash facility, and 58 (out of 103) vehicle parking spots.

FINDINGS AND CONCLUSIONS:
On October 3, 2019, the City issued Invitation to Negotiate No. AIR/190688 for the provision of airport car rental concession services. The Hertz Corporation, ELC, and Avis Budget Car Rental LLC submitted proposals on November 7, 2019. The City entered into contracts with all three companies. Hertz departed the Airport in 2021.

- ELC has been a tenant of the Airport since 2002 and is in good standing.
- The lease also accommodates ELC's other brand, "National".
- The proposed lease is a gross lease, with utilities, janitorial, and maintenance included in the rent.
- Of the two rental car companies operating at the Airport, ELC conducts the most business with CY2025 gross sales of $3,834,124.

FISCAL IMPACT:
The Airport collects a fee of 10 percent of its reported gross sales, less insurance-related rental business (insurance agency paid rentals), capped at 35 percent. As a reference, the 2025 10 percent annual concession paid to the airport was reported as $383,412 in account 451-344-000-000-02-31601.

A December 2025 appraisal conducted by Slack, Johnston & Magenheimer, Inc. determined the gross rental rate of the rental car office space to be $37.50 per square foot. ELC is leasing a total of 719 square feet in the terminal and will be paying $26,962 annually in account 451-362-000-000-02-31191. This is in addition to the concession fee.

The revenues of the two rental car companies combined equate to nearly thirty percent of the total airport revenue budget.

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

THIRD AMENDMENT TO CITY OF OCALA AIRPORT RENTAL CAR CONCESSION AGREEMENT AND LEASE

THIS THIRD AMENDMENT TO AGREEMENT FOR CITY OF OCALA AIRPORT RENTAL CAR CONCESSION AGREEMENT AND LEASE ("Third Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ENTERPRISE LEASING COMPANY OF FLORIDA, LLC,** a limited liability company duly organized in the state of Delaware and authorized to do business in the state of Florida ("Operator").

WHEREAS, on December 17, 2019, the City Council for the City of Ocala approved an Airport Rental Car Concession Agreement and Lease (the "Original Agreement") with Enterprise Leasing Company of Florida, LLC for a term of three (3) years, from February 1, 2020 through January 31, 2023; and

WHEREAS, on December 5, 2022, City and Operator entered into a First Amendment to Rental Car Concession Agreement and Lease to amend the terms of Paragraph 6.4.2.b.7 of the Original Agreement; and

WHEREAS, on May 7, 2023, City and Operator entered into a Second Amendment to Rental Car Concession Agreement and Lease to further amend the terms of Paragraph 4.2.6 and Attachment 2 – Rental Car Offices, and to extend the Original Agreement, as amended, for an additional three (3) year term from February 1, 2023 to January 31, 2026; and

WHEREAS, the City and Operator now desire to amend the terms in Paragraphs 4.2.2, 4.2.3, 4.2.4, and 6.3.1, and to extend the term of the Original Agreement, as amended, for an additional three (3) year period.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Operator agree as follows:

1. **RECITALS**. City and Operator hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Operator, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Third Amendment.
3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional three-year term beginning **FEBRUARY 1, 2026** and terminating **JANUARY 31, 2029**.
4. **AMENDMENT TO PARAGRAPH 4.2.2 – SPECIFIC REQUIREMENTS.** Effective February 1, 2026, the language set forth in Paragraph 4.2.2 of the Original Agreement, as amended. shall be deleted and replaced in its entirety with:

   Specific Requirements. The Terminal Improvements shall include approximately 719 square feet for the Counter Space, but shall otherwise be located and configured as determined by City in its sole discretion.

5. **AMENDMENT TO PARAGRAPH 4.2.3 – PARKING AREA.** Effective February 1, 2026, the language set forth in Paragraph 4.2.3 of the Original Agreement, as amended, shall be deleted and replaced in its entirety with the following:

Parking Area. City shall provide parking spaces within the portion of the Terminal primary parking lot dedicated to the use of car rental companies, such as Operator, and shall assign to Operator, at a location determined by City in its sole discretion, thirty-three (33) spaces as Operator's Parking Area. During the Term of this Agreement, City may, by providing at least six (6) months' prior written notice to Operator, relocate Operator's Parking Area; provided, however, no such prior notice of relocation shall be necessary in the event of a casualty, force majeure, or national security event outside of City's control.

6. **AMENDMENT TO PARAGRAPH 4.2.4 – READY/RETURN AREA.** Effective February 1, 2026, the language set forth in Paragraph 4.2.4 of the Original Agreement, as amended, shall be deleted and replaced in its entirety with:

   Ready/Return Area. City shall provide an area within the portion of the Terminal parking lot dedicated for the use of car rental companies for the delivery and return of Vehicles, and shall assign to Operator, at a location within such portion as determined by City in its sole discretion, twenty-five (25) spaces as Operators Ready/Return Area. During the Term of this Agreement, City may, by providing at least six (6) months prior written notice to Operator, relocate Operator's Ready/Return Area; provided, however, no such prior notice of relocation shall be necessary in the event of a casualty, force majeure, or national security event outside of City's control.

7. **AMENDMENT TO PARAGRAPH 6.3.1 – RENT.** Effective February 1, 2026, the language set forth in Paragraph 6.3.1 of the Original Agreement, as amended, shall be deleted and replaced in its entirety with:

   As consideration for the lease of the Premises, Operator shall pay to City annual Rent as follows:

   a. The amount determined by multiplying **THIRTY-SEVEN AND 50/100 DOLLARS times the square footage of the Counter Space** (as determined by City in its reasonable discretion).

8. **NOTICES.** All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Operator:	Enterprise Leasing Company of Florida, LLC Attention: VP/GM 11034 Atlantic Boulevard Jacksonville, Florida 32225-2902
Copy to:	Enterprise Holdings Attn: Airport Properties & Relations 600 Corporate Park Drive St. Louis, Missouri 63105

If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

9. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

10. **ELECTRONIC SIGNATURE(S).** Operator, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Third Amendment for all purposes.

11. **LEGAL AUTHORITY**. Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Third Amendment on _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Ire Bethea, Sr.
City Council President

Approved as to form and legality:

_____

By: _____
(Printed Name)

Title: _____

ENTERPRISE LEASING COMPANY OF FLORIDA, LLC

_____

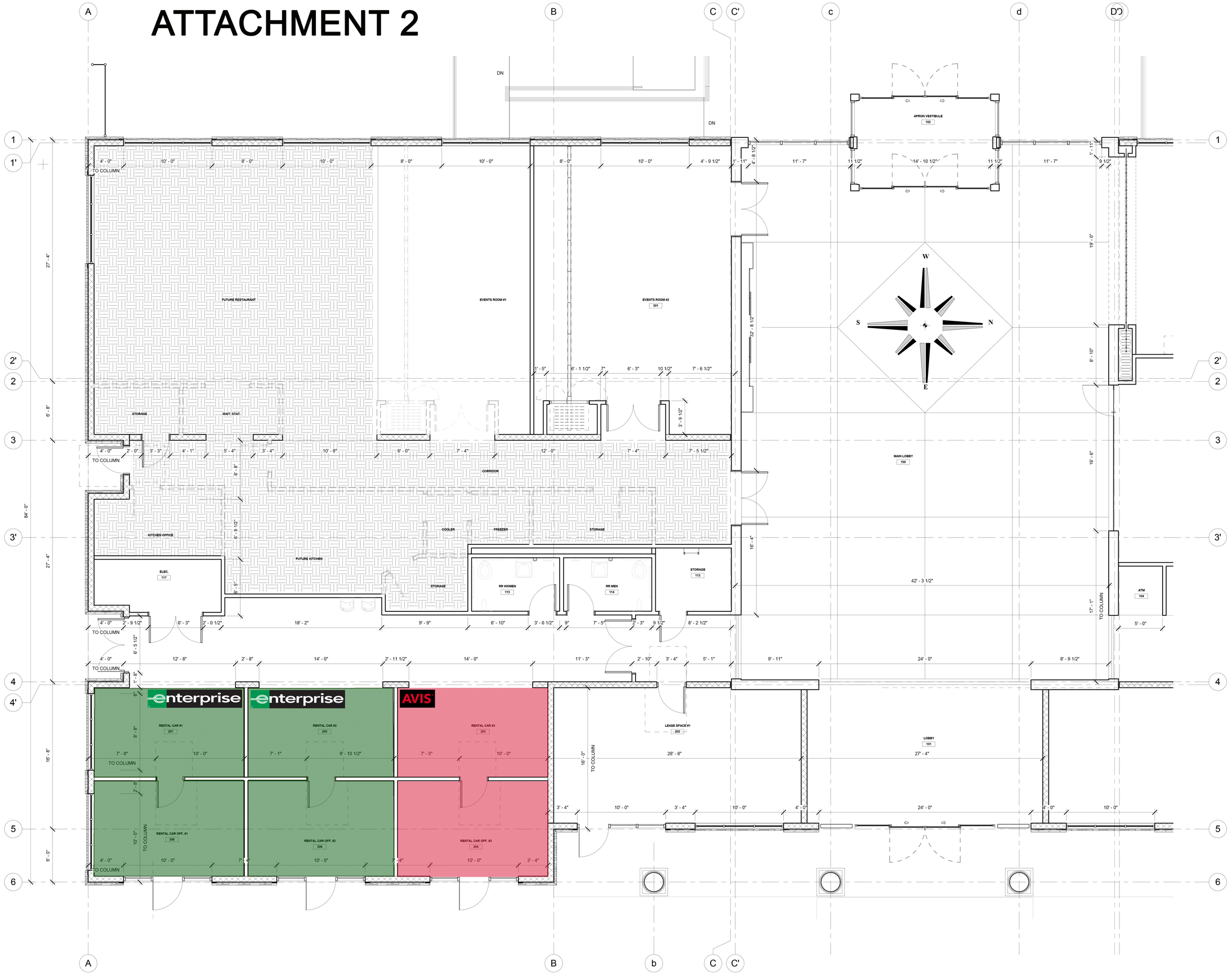
By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

Attachment 1



ATTACHMENT 2



1 Enlarged Floor Plan - Dimension
1/4" = 1'-0"

N

BORRELLI + PARTNERS
ARCHITECTURE PLANNING LANDSCAPE INTERIORS
720 Vassar Street, Orlando Fl. 32804 407.418.1338 :: fax 407.418.1342

CONFIDENTIAL THIS DRAWING IS THE PROPERTY OF BORRELLI + PARTNERS UNLESS OTHERWISE PROVIDED FOR BY CONTRACT. REPRODUCTION OR PUBLICATION OF THIS DRAWING IN WHOLE OR IN PART, AND ANY VARIATION THEREFROM, IS PROHIBITED WITHOUT THE EXPRESS WRITTEN CONSENT OF BORRELLI + PARTNERS. ANY USE OF THIS DRAWING WITHOUT SUCH CONSENT SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO BORRELLI + PARTNERS. ANY USE OF THIS DRAWING BY THE OWNER OR ANY OTHER PARTY EXCEPT AS AGREED TO BY THE ARCHITECT COPYRIGHT BORRELLI + PARTNERS, AIC 10/19/2018

Dan-Michael J Trbovich

LICENSED AND DATED SEAL
STATE OF FLORIDA
DANIEL J TRBOVICH
AR95207
Digitally signed by Dan-Michael J Trbovich
DN: c=US, o=Borrelli and Partners Inc., ou=Borrelli and Partners Inc., cn=Dan-Michael J Trbovich, 0.9.2342.19200300.100.1.1=A0109800000 16CFCCC2FA800001434
Date: 2018.10.19 13:48:37 -04'00'

OCALA AIRPORT D/B GENERAL AVIATION TERMINAL BUILDING

CONSULTANTS

SHEET TITLE
ENLARGED FLOOR PLAN - DIMENSION

PROJECT ADDRESS
1770 SW 60TH, OCALA, FL 34474

OWNER NAME AND ADDRESS
OCALA AIRPORT
???

REV.	DESCRIPTION	DATE

PHASE 100% CONSTRUCTION DOCUMENTS

DATE SEPTEMBER 2018

A1.4

P:\Ocala Airport (18-004)\4 - Drawings\A - Active Drawings\1 – B+PLF Local\Ocala Airport DB General Aviation T B_Local_R15(Recovery).rvt

10/19/2018 1:31:15 PM

1389

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SECOND AMENDMENT TO CITY OF OCALA AIRPORT RENTAL CAR CONCESSION AGREEMENT AND LEASE

THIS SECOND AMENDMENT TO CITY OF OCALA AIRPORT RENTAL CAR CONCESSION AGREEMENT AND LEASE ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ENTERPRISE LEASING COMPANY OF FLORIDA, LLC**, a Delaware limited liability company ("Operator").

WHEREAS, on December 17, 2019, the City Council for the City of Ocala approved an Airport Rental Car Concession Agreement and Lease (the "Original Agreement") with Enterprise Leasing Company of Florida, LLC, for a term of three (3) years, from February 1, 2020 through January 31, 2023; and

WHEREAS, on December 5, 2022, City and Operator entered into a First Amendment to Rental Car Concession Agreement and Lease to amend the terms of Paragraph 6.4.2.b.7 of the Original Agreement; and

WHEREAS, City and Operator now desire to further amend certain terms of the Original Agreement as herein provided, to include an additional leased area, and to extend the Original Agreement for an additional three-year term.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Operator agree as follows:

1. **RECITALS.** City and Operator hereby represent and warrant that the Recitals set forth above are true and correct and are incorporated herein by reference as if set forth in full in this paragraph.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Operator, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional three-year term beginning **FEBRUARY 1, 2023** and terminating **JANUARY 31, 2026**.
4. **AMENDMENT TO PARAGRAPH 4.2.6 – GRASSY FIELD**. Effective February 1, 2023, the language set forth in Paragraph 4.2.6 – *Grassy Field* of the Original Agreement shall be deleted and replaced in its entirety with:

   > *Grassy Field*. Following completion of the Terminal Improvements, City shall provide use of a portion of the Grassy Field for use by Operator and other Car Rental Companies, as assigned in the sole discretion of the Airport Director for the purposes set forth in paragraph 4.3.4. Operator shall be entitled to the exclusive use of a portion of the Grassy Field as assigned to Operator by Airport Director even though the entire Grassy Field may be used by Other Car Rental Companies.

5. **AMENDMENT TO ATTACHMENT 2 – RENTAL CAR OFFICES.** The document attached to the Original Agreement as Attachment 2 – Rental Car Offices is hereby deleted and replaced, in its

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entirety, with the document attached to this Second Amendment as **Amended Attachment 2 – Rental Car Offices.**

6. **NOTICES**. All notices, certifications or communications required by the Original Agreement, as amended, shall be given in writing and shall be deemed delivered when personally served, or when received if by e-mail or facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed to the respective parties as follows:

If to Operator:
Enterprise Leasing Company of Florida, LLC
Attn: VP/GM
11034 Atlantic Boulevard
Jacksonville, FL 32225-2902

Copy to:
Enterprise Holdings
Attn: Airport Properties & Relations
600 Corporate Park Drive
St. Louis, MO 63105

If to City of Ocala:
Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.org

Copies to:
Ocala International Airport
Attn: Airport Director
1770 SW 60th Avenue, STE 600
Ocala, Florida 34474
Fax: 352-629-8887
E-mail: airport@ocalaairport.com or
mgrow@ocalafl.org

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.org

7. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

8. **ELECTRONIC SIGNATURE(S).** Operator, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment

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that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.

9. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on 5/7/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
James P. Hilty, Sr.
6FD4FC329B6F4DF...

James P. Hilty, Sr.
City Council President

Date: 5/5/2023

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...

William E. Sexton, Esq.
City Attorney

ENTERPRISE LEASING COMPANY OF FLORIDA, LLC, a Delaware limited liability company

DocuSigned by:
Dave Lamonte
7E47094A5E3A419...

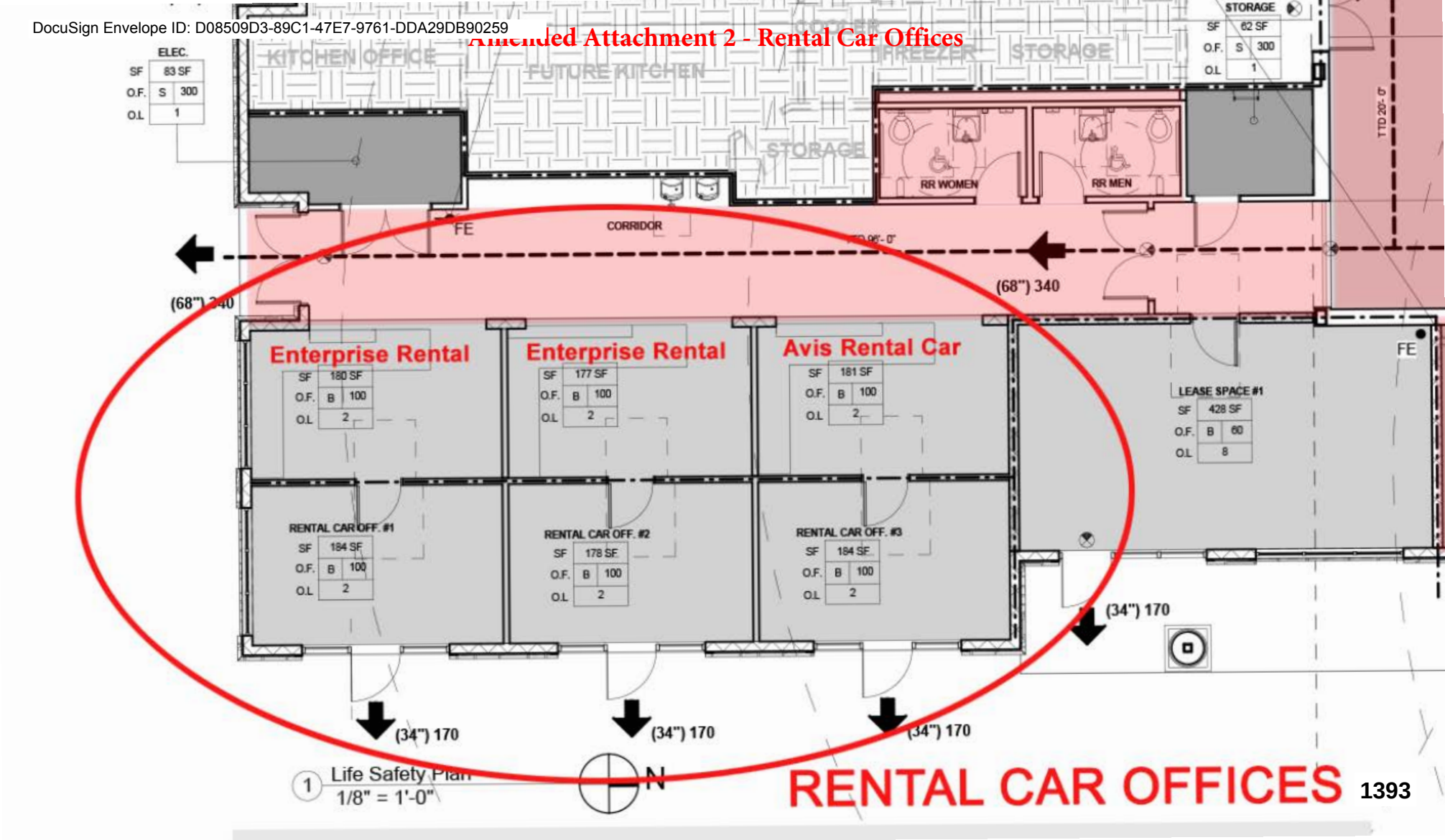
By: David LaMonte
(Printed Name)

Title: Vice President/General Manager
(Title of Authorized Signatory)

Date: 4/20/2023

DocuSign Envelope ID: D08509D3-89C1-47E7-9761-DDA29DB90259

Amended Attachment 2 - Rental Car Offices



DocuSign

Certificate Of Completion

Envelope Id: D08509D389C147E79761DDA29DB90259 Status: Completed

Subject: Second Amendment to Rental Car Agreement - Enterprise Leasing Company of Florida, LLC (AIR 190688)

Source Envelope:

Document Pages: 4 Signatures: 3 Envelope Originator:

Certificate Pages: 5 Initials: 0 Brittany Craven

AutoNav: Enabled 110 SE Watula Avenue

EnvelopeId Stamping: Enabled City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada) Ocala, FL 34471

biverson@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original Holder: Brittany Craven Location: DocuSign

4/19/2023 1:11:03 PM biverson@ocalafl.org

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: City of Ocala - Procurement & Contracting Location: DocuSign

Signer Events	Signature	Timestamp
William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William E. Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/1/2023 8:43:14 AM Viewed: 5/5/2023 5:00:13 PM Signed: 5/5/2023 5:00:19 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
James P. Hilty, Sr. jhilty@ocalafl.org President Security Level: Email, Account Authentication (None)	DocuSigned by: James P. Hilty, Sr. 6FD4FC329B6F4DF... Signature Adoption: Pre-selected Style Using IP Address: 174.228.168.41 Signed using mobile	Sent: 5/5/2023 5:00:20 PM Viewed: 5/5/2023 9:27:41 PM Signed: 5/5/2023 9:27:51 PM
Electronic Record and Signature Disclosure: Accepted: 2/22/2023 9:50:44 PM ID: 14e56788-1409-4fcd-8b7c-ddcc68b32a87		
Angel B. Jacobs ajacobs@ocalafl.org April 19 City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs F82769461C4E4E5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/5/2023 9:27:52 PM Viewed: 5/7/2023 4:11:25 PM Signed: 5/7/2023 4:11:39 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/19/2023 1:19:30 PM
Envelope Updated	Security Checked	5/1/2023 8:43:13 AM
Envelope Updated	Security Checked	5/1/2023 8:43:13 AM
Envelope Updated	Security Checked	5/1/2023 8:43:13 AM
Envelope Updated	Security Checked	5/1/2023 8:43:13 AM
Envelope Updated	Security Checked	5/1/2023 8:43:13 AM
Certified Delivered	Security Checked	5/7/2023 4:11:25 PM
Signing Complete	Security Checked	5/7/2023 4:11:39 PM
Completed	Security Checked	5/7/2023 4:11:39 PM

Payment Events	Status	Timestamps

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.

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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.

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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.

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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;

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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.

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- 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.

Legislation Details (With Text)

File #:	2023-0937		
Type:	Agenda Item	**Status:**	Agenda Ready
File created:	4/5/2023	**In control:**	City Council
On agenda:	4/18/2023	**Final action:**	
Title:	Approve lease amendment #2 with Enterprise Rental Car for three-year lease renewal at the Ocala International Airport for annual rent and fees of approximately $239,060		
Sponsors:			
Code sections:			
Attachments:	1. FOR COUNCIL - Second Amendment - City of Ocala Airport Rental Car Concession Agreement and Lease - Enterprise (AIR 190688), 2. RAC Concession, 3. Executed - First Amendment - Rental Car Concession Agreement and Lease - Enterprise Leasing Company of Florida LLC (AIR-190688), 4. Executed - Original Agreement - Enterprise Leasing Company (AIR-190688)		

Date	Ver.	Action By	Action	Result

Submitted By: Matthew Grow

Presentation By: Matthew Grow

Department: Aviation

STAFF RECOMMENDATION (Motion Ready):
Approve lease amendment #2 with Enterprise Rental Car for three-year lease renewal at the Ocala International Airport for annual rent and fees of approximately $239,060

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, Fiscally Sustainable

PROOF OF PUBLICATION:
NA

BACKGROUND:
Enterprise Car Rental ("Enterprise") has been a long-time tenant on the airport, renting cars from the original terminal building since 2002. A lease agreement was approved in 2019 for Enterprise's occupancy in the (then new) General Aviation Terminal. This lease included consideration for 365 sq. ft. of office, associated parking lot and a car wash facility.

The renewal term is for three years.

FINDINGS AND CONCLUSIONS:
Enterprise is a tenant of the airport since 2002 and is in good standing. The proposed lease is a gross lease, with utilities, janitorial and maintenance included in the rent.

The lease amendment adds rental counter space previously occupied by Hertz Rental Car, effectively doubling the size of the Enterprise footprint.

Enterprise will pay $910 per month for their existing space (rental car office 1), and $887.50 for the new space (rental car office 2) for a total of $1,797.50 per month, (FL sales tax not included). Total sq.ft. will be 719.

FISCAL IMPACT:
In CY 2022, a 10% fee on the qualified sales provided revenue to the airport of $217,490 in account #451-344-000-000-02-31601. Enterprise will also pay $21,570 in office rent for 719 sq.ft. in account #451-362-000-000-02-36119.

PROCUREMENT REVIEW:
These services were procured and amendment reviewed in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

FIRST AMENDMENT TO RENTAL CAR CONCESSION AGREEMENT AND LEASE

This First Amendment to Rental Car Concession Agreement and Lease ("Amendment") is made and entered into as of the 5th day of December, 2022, by and between the City of Ocala, a Florida municipal corporation ("City") and Enterprise Leasing Company of Florida, LLC, a Delaware limited liability company ("Operator").

RECITALS:

WHEREAS, City and Operator previously entered into that certain Rental Car Concession Agreement and Lease dated January 13, 2020, as the same may be amended (the "Rental Car Concession Agreement and Lease") leasing unto Operator certain premises more particularly described in Sections 3 and 4 of the Rental Car Concession Agreement and Lease ("Premises"); and

WHEREAS, City and Operator desire to amend the terms of the Rental Car Concession Agreement and Lease as hereinafter provided.

NOW, THEREFORE, for and in consideration of the Rental Car Concession Agreement and Lease, this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Operator do hereby agree as follows:

1. The above recitals are hereby incorporated as a material part of this Amendment with the same force and effect as if restated in full in this paragraph.

2. All terms used in this Amendment which are defined in the Rental Car Concession Agreement and Lease shall have the same meaning in this Amendment as such terms have in the Rental Car Concession Agreement and Lease, as amended herein.

3. City and Operator hereby agree that the Initial Term under the Rental Car Concession Agreement and Lease commenced on February 1, 2020, and the current Term will end on January 31, 2023.

4. Effective June 1st 2022 and continuing throughout the remainder of the Rental Car Concession Agreement and Lease Term, Section 6.4.2.b.7 shall be deleted and replaced with:

   Amounts collected for any Vehicle rental billed directly to an insurance company, or to an automobile shop/dealership located in Marion County, Florida, where the rented Vehicle is to be used by the Customer while the Customer's personal vehicle is being repaired. This exclusion is capped at and shall not exceed 35% of Gross Receipts. If the 35% cap set forth herein is exceeded, then Operator shall pay the Percentage Fee at Three Percent (3.00%) times the Gross Receipts for such Gross Receipts exceeding the 35% cap.

5. The parties executing this Amendment represent and warrant they are authorized to execute the same.

6. Except as amended hereby, the Rental Car Concession Agreement and Lease remains in full force and effect. All terms, covenants, and conditions of the Rental Car Concession Agreement and Lease not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and as further amended hereby, constitute valid and binding obligations of City and Operator enforceable according to the terms thereof. In the event there is a conflict between the terms and provisions of this Amendment and the Rental Car Concession Agreement and Lease, the terms and provisions of this Amendment shall control.

Doc ID: 01a197540200c6c7b3eba1eafe76c5b32c80c30a6 (Continued)

7. All of the covenants contained in this Amendment, including, but not limited to, all covenants of the Rental Car Concession Agreement and Lease as modified hereby, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

8. This Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment. Once executed, this Agreement merges with and becomes part of the Rental Car Concession Agreement and Lease.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

ATTEST:

Angel B. Jacobs
_____

City Clerk

CITY:

City of Ocala, a Florida municipal corporation

By: Ire Bethea Sr.
Name: Ire Bethea Sr.
Title: Council President

Approved as to form and legality:

William E. Sexton
_____
William E. Sexton
City Attorney

Witness:

_____

_____

OPERATOR:

Enterprise Leasing Company of Florida, LLC,
a Delaware limited liability company

By: Dave LaMonte
Name: Enterprise Leasing Company of Florida, LLC
Title: VP/GM

Doc ID: 01a197540200c6c7b3eba1eafe76c5b32c80c30a6 (Continued)

Title	FOR SIGNATURES - First Amendment to Rental Car Concession.....
File name	FOR COUNCIL - Fir...ise Leasing C.pdf
Document ID	501feae5a7f26da0e8fbf7bb07cb06f654702b6b
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

SENT	**11 / 16 / 2022** 10:00:06 UTC-5	Sent for signature to William E. Sexton (wsexton@ocalafl.org), Ire Bethea Sr. (ibethea@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**12 / 01 / 2022** 10:28:05 UTC-5	Viewed by William E. Sexton (wsexton@ocalafl.org) IP: 216.255.240.104
SIGNED	**12 / 01 / 2022** 10:28:40 UTC-5	Signed by William E. Sexton (wsexton@ocalafl.org) IP: 216.255.240.104
VIEWED	**12 / 02 / 2022** 12:06:39 UTC-5	Viewed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.250.64
SIGNED	**12 / 02 / 2022** 12:08:27 UTC-5	Signed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.250.64

Dropbox Sign

Audit trail

Title	FOR SIGNATURES - First Amendment to Rental Car Concession.....
File name	FOR COUNCIL - Fir...ise Leasing C.pdf
Document ID	501feae5a7f26da0e8fbf7bb07cb06f654702b6b
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

VIEWED	**12 / 02 / 2022** 12:56:40 UTC-5	Viewed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**12 / 02 / 2022** 12:56:56 UTC-5	Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SENT	**12 / 05 / 2022** 07:28:35 UTC-5	A new document has been created based off of an existing document with ID 01a197540200c6c7b3eba1eafe76c5b32c80d0a6 IP: 216.255.240.104
SENT	**12 / 05 / 2022** 07:30:31 UTC-5	Sent for signature to Enterprise Leasing Company of Florida, LLC (elsy.perez@ehi.com) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**12 / 05 / 2022** 07:31:22 UTC-5	Viewed by Enterprise Leasing Company of Florida, LLC (elsy.perez@ehi.com) IP: 148.78.91.5

Dropbox Sign

Audit trail

Title	FOR SIGNATURES - First Amendment to Rental Car Concession.....
File name	FOR COUNCIL - Fir...ise Leasing C.pdf
Document ID	501feae5a7f26da0e8fbf7bb07cb06f654702b6b
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SIGNED	**12 / 05 / 2022** 13:32:24 UTC-5	Signed by Enterprise Leasing Company of Florida, LLC (elsy.perez@ehi.com) IP: 148.78.91.1
COMPLETED	**12 / 05 / 2022** 13:32:24 UTC-5	The document has been completed.

Item Details

File Number: 2023-0148

ID #:	2023-0148	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	8	**In Control:**	City Council
				File Created:	11/01/2022
Presented By: :				**Final Action:**	11/15/2022

rmal Title: Approve first amendment to Rental Car Concession Agreement and Lease with Enterprise Leasing Company of Florida, LLC

Internal Notes:

Target Meeting: 11/15/2022

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - First Amendment - Rental Car Concession Agreement and Lease - Enterprise Leasing Company of Florida LLC (AIR-190688), Fully Executed - Enterprise Leasing Company of Florida (AIR-190688)

Enactment Number:

:ommendation:

Hearing Date:

Entered by: mgrow@ocalafl.org

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/15/2022	Approved				Pass

Action Text:

Notes: There being no discussion the motion carried by roll call vote.

Aye: 5 Pro Tem Hilty Sr, Pro Tem Dreyer, Council Member Mansfield, Council Member Musleh, and Council President Bethea Sr

Text of Legislative File 2023-0148

Submitted By: Matthew Grow, Airport Director
Presentation By: Matthew Grow
Department: Aviation

STAFF RECOMMENDATION (Motion Ready):
Approve first amendment to Rental Car Concession Agreement and Lease with Enterprise Leasing Company of Florida, LLC

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence.

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Enterprise Leasing Company of Florida, LLC, d/b/a Enterprise Rental Car ("ERC") reports that post-COVID, the business environment has changed, resulting in a reduction in retail business in markets like Ocala. This market shift resulted in their vehicle replacement business ("Car Insurance-Related Business") being a larger part of their overall business than was previously anticipated. The car insurance-related business is approximately 44% of total sales when it was previously around 36%.
As part of ERC's rent in the original lease agreement, they pay a 10% commission on their gross receipts to the City. Excluded from that 10% is their car insurance-related business, capped at 35% of their gross reported sales. This amendment retains that 35% exclusion but reduces the remaining amount from 10% to 3%. ERC continues to pay 10% on all other business activities.
FINDINGS AND CONCLUSIONS:
ERC requested this change in January 2022, and it is effective retroactively on June 1, 2022.
The proposed amendment was circulated throughout the City departments including City Auditor and Assistant Finance Director.
The Airport Advisory Board supports the amendment, reviewing the amendment at its May 26, 2022 meeting.
FISCAL IMPACT:
FY21/22 concession fees paid by ERC were $202,850 and the adjustment for the insurance-related portion is $6,405. This amount will be credited to ERC's first commission payment for FY22/23.
Overall, the amendment will reduce revenues by approximately 10%-12%, based on current ERC business activities (ratio between retail rentals and insurance rentals).

PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:

This Amendment will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve
- Approve with Changes
- Table
- Deny



CITY OF OCALA AIRPORT RENTAL CAR CONCESSION AGREEMENT AND LEASE

BETWEEN

CITY OF OCALA, A FLORIDA MUNICIPAL CORPORATION

AND

ENTERPRISE LEASING COMPANY OF FLORIDA, LLC

Execution Date: JANUARY 13, 2020

Doc ID: ba39738fb5d1e189041017890b6c74fd267dc1ad

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CITY OF OCALA AIRPORT
RENTAL CAR CONCESSION AGREEMENT AND LEASE

THIS CITY OF OCALA AIRPORT RENTAL CAR CONCESSION AGREEMENT AND LEASE is entered on the Execution Date of January 13, 2020, and with an Effective Date (as defined below), by and between:

- City of Ocala, a Florida municipal corporation ("City"); and
- Enterprise Leasing Company of Florida, LLC ("Operator"), a Delaware limited liability company.

WHEREAS:

A. City operates and maintains the Airport.[1]

B. Having automobile rental services at the Airport is desirable for the proper accommodation of pilots, passengers, members of the public, and other Customers at the Airport.

C. Operator is engaged in the Business of providing motor vehicle rental services to pilots, passengers, members of the public, and other Customers at airports and elsewhere.

D. City desires to lease certain Premises, and to grant certain Concession Rights, to Operator in order to make Operator's Business available at the Airport.

E. Operator desires to lease the Premises, and to obtain the Concession Rights, to allow Operator to operate its Business.

F. In consideration of leasing of the Premises and obtaining such Concession Rights from City, Operator is willing to make certain covenants and assume and undertake certain terms, conditions and obligations under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms, privileges and obligations set forth herein, City and Operator hereby covenant and agree, for themselves, their successors and assigns, as follows:

1. **Definitions**.

1.1. Generally. Except as otherwise clearly indicated by the context, the words and phrases defined in this paragraph will have the following meanings when used elsewhere in this Agreement.

1.1.1. *Airport* – The Ocala International Airport as it presently exists and as it is hereinafter modified or expanded.

1.1.2. *Airport Director* – The Airport Director as appointed by City, any successor or successors to the duties of such official, or any other person specifically designated to act on behalf of such Airport Director.

[1] Terms capitalized herein and not previously defined herein are defined in paragraph 1 below.

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1.1.3. *Airport Rules and Regulations* – The Rules and Regulations adopted by the City of Ocala in 2011 governing the Airport, as now or hereafter amended, and any successor ordinance or resolution regulating activities or operations on the Airport.

1.1.4. *Car Rental Company* – Any business that, directly or indirectly, provides, procures and/or brokers rental vehicles as part of its business and/or conducts, facilitates, and/or manages vehicle rental activities as part of its business. This includes, but is not limited to, traditional rental car businesses, brokers for car rental businesses, rental car delivery companies, peer-to-peer car rental businesses and car sharing businesses.

1.1.5. *Charge* – The Concession Privilege Fee, Rent and any other amounts owed to City under this Agreement as set forth herein.

1.1.6. *Common Areas* – The portions of the Airport, including the Terminal, made available by City for the common use and benefit of pilots, passengers, members of the public, and other persons (including other motor vehicle rental companies). The location of the Common Areas, both before and after the construction of the Terminal Improvements, shall be determined by City in its sole discretion.

1.1.7. *Concession Privilege Fee* – The portion of the Charges to be paid by Operator to City as consideration for the Concession Right and, as set forth in greater detail in paragraph 6.6, consisting of the greater of the: (a) Minimum Annual Privilege Fee; or (b) Percentage Fee.

1.1.8. *Concession Right* – The right to engage in Operator's Business at the Airport pursuant to this Agreement, including paragraph 5.1.

1.1.9. *Counter Space* – The counter, office and counter queue area referred to in paragraph 4.3.1 and located as set forth in paragraph 4.2.2.

1.1.10. *Customer* – A pilot, passenger, member of the public or other person desiring to lease Vehicles or obtained related services from Operator as permitted under this Agreement.

1.1.11. *Customer Agreement* – An agreement between Operator and a Customer for the lease of a Vehicle by Operator to such Customer.

1.1.12. *Effective Date* – As set forth in paragraph 2.2.

1.1.13. *Environmental Laws* – Every applicable law, ordinance, rule, regulation, permit, permit condition, order, and directive regulating, relating to, or imposing liability standards of conduct, relating with respect to any Hazardous Materials, or to environmental matters, including, without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses, or injuries resulting from the release or threatened release of any Hazardous Materials, or regulating or relating to the generation, use, storage, transportation, or disposal of any Hazardous Materials.

1.1.14. *Environmental Permits* – All permits, licenses, approvals, authorizations, consents, and registrations required by any Environmental Laws, whether Federal,

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state or local, which pertain to the production, use, treatment, generation, transportation, processing, handling, disposal, or storage of any Hazardous Materials.

1.1.15. *Execution Date* – The date this Agreement is executed by the last of the parties hereto.

1.1.16. *Existing Terminal* – The terminal building at the Airport as it presently exists.

1.1.17. *FAA* – The Federal Aviation Administration or any successor agency.

1.1.18. *Grassy Field* – The unpaved portion of the Airport immediately to the north of the Parking Area as referred to in, and as to be used pursuant to, paragraph 4.2.6.

1.1.19. *Gross Receipts* – As defined in paragraph 6.4.2.

1.1.20. *Hazardous Materials* – Friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum, or crude oil or any fraction thereof, natural gas, source material, special nuclear material, and byproduct materials regulated under Environmental Laws, pesticides regulated under Environmental Laws, and any hazardous waste, toxic or dangerous substance or related material, including any material defined or treated as a hazardous substance, hazardous waste, toxic substance, or contaminant (or comparable term) under any of the Environmental Laws.

1.1.21. *Lease Month* – Each month, with the first Lease Month beginning on the Effective Date of this Agreement and ending at midnight on the day preceding the day which is one month thereafter. If hereafter agreed to between Airport Director and Operator in writing, the Lease Months can commence on the first day of each calendar month and end on the last day of such calendar month, whereupon Charges for any partial calendar month shall be prorated.

1.1.22. *Lease Year* – Each period of twelve (12) consecutive Lease Months.

1.1.23. *Maintenance or Repairs and Maintenance* (or similar terms, and regardless of the tense of such phrase or whether the phrase is capitalized) – When used in connection with maintenance, or repairs and maintenance, of the Premises, a portion thereof, or any improvements, fixtures or equipment thereon, means the maintenance, repair or replacement of the specified item in good condition and working order, including, without limitation, ordinary or routine maintenance, repairs or replacement, extraordinary maintenance, repairs, rebuilding, or replacement, and repair, maintenance or replacement of capital or structural items.

1.1.24. *Minimum Annual Privilege Fee* – For each Lease Year, the amount determined as set forth in paragraph 6.5.

1.1.25. *Minimum Standards* – The Minimum Standards for Commercial Aeronautical Activities at Ocala International Airport as revised July 2012, as now or hereafter amended and any successor general aviation minimum standards adopted for the Airport, which is hereby incorporated herein by this reference. When any provision of this Agreement refers to a specific provision (e.g., a Section) of the current

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Minimum Standards, and, by virtue of a subsequent amendment to the Minimum Standards, such reference is no longer accurate, the reference shall be deemed to refer to the provision in the amended Minimum Standards that deals with the subject of the current Minimum Standards. Notwithstanding the foregoing, however, no modification of the Minimum Standards shall serve to amend the Term, Charges or the categories of Permitted Uses.

1.1.26. *New Terminal* – The terminal building at the Airport after it is modified pursuant to the Terminal Improvements.

1.1.27. *Operator Improvements* – All buildings, structures, pavements, facilities, and other improvements, above and below ground, constructed by Operator upon the Premises during the Term.

1.1.28. *Operator Recovery Surcharge* – As described in paragraph 5.5 of this Agreement.

1.1.29. *Operator's Business* – Operator's business of providing motor vehicle rental services to Customers.

1.1.30. *Other Car Rental Companies* – Lessees of the Airport that: (a) engage in businesses substantially similar to that of Operator; or (b) constitute a Car Rental Company as defined in paragraph 1.1.4.

1.1.31. *Parking Area* – The portion of the Airport used for parking of Vehicles and other uses as referred to in paragraph 4.3.2, and located as set forth in paragraph 4.2.3.

1.1.32. *Percentage Fee* – The amount due to City from Operator pursuant to paragraph 6.4.

1.1.33. *Person* – Any individual, partnership, joint venture, association, corporation, limited liability company, trust or other entity.

1.1.34. *Premises* – As defined in paragraph 3.1.

1.1.35. *Ready/Return Area* – The portion of the Airport used for the delivery and return of Vehicles, and located as set forth in paragraph 4.2.4.

1.1.36. *Rent* – The portion of the Charges to be paid by Operator to City as consideration for the lease of the Premises, as set forth in greater detail in paragraph 6.3.

1.1.37. *Term* – As defined in paragraph 2.

1.1.38. *Terminal* – The Existing Terminal or New Terminal (as the context so dictates).

1.1.39. *Terminal Improvements* – The renovation of the Existing Terminal by City pursuant to paragraph 4.

1.1.40. *Vehicles* – Motor vehicles or trailers rented, or available for renting, by Operator to its Customers in connection with its Business.

1.1.41. *Wash Area* – The portion of the Airport used for washing of Vehicles as referred to in paragraph 4.3.3 and located as set forth in paragraph 4.2.5.

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1.2. Additional Definitions and Rules of Construction. The definitions in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine and neuter forms. The term "person" includes individuals, partnerships, corporations, limited liability companies, trusts, and other entities and associations. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereof," "hereunder," and similar terms shall refer to this Agreement, unless the context otherwise requires. The use of verb to describe the act of performing a defined noun shall be interpreted in light of the definition of the noun; for example, to "maintain" a building means to perform maintenance on the building as "maintenance" is described in paragraph 1.1.23 and the "maintaining" of a building means the performing of such "maintenance."

2. **Term.**

2.1. Term. The term ("Term") of this Agreement shall begin on the Effective Date and shall expire three (3) years after the Effective Date. Lease may be renewed for additional 3-year terms upon written consent of the parties and amendment of this Agreement.

2.2. Effective Date.

2.2.1. The Effective Date shall be February 1, 2020.

2.2.2. Upon request of City or Operator, City and Operator will execute a document acknowledging, or exchange emails confirming, the Effective Date of this Agreement.

2.2.3. City shall use good faith reasonable efforts to permit Tenant access to the Premises prior to the Effective Date so that Tenant may prepare them for use by Tenant under this Agreement; all provisions of this Agreement shall govern such access by Operator except that Operator shall not be required to pay any Charges for any access to the Premises prior to the Effective Date.

2.3. Early Termination by Operator. Notwithstanding paragraph 2.1, Operator may terminate the Term of this Agreement by providing written notice of such termination to City at least 90 days before the Effective Date of the termination.

2.4. Holding Over. If Operator remains in possession of all or any portion of the Premises after the expiration or termination of this Agreement, by lapse of time or otherwise, following notice from City indicating its intention to have Operator quit and vacate the Premises as of that date, such holding over shall constitute the creation of a tenancy at sufferance, terminable by City at any time upon thirty (30) days written notice to Operator. During such holdover tenancy at sufferance, Operator shall pay Rent applicable to its period of occupancy, in the amount of double the Rent due under paragraph 6, as authorized by Section 83.06, Florida Statutes, in addition to all other Charges due under this Agreement.

3. **Lease and Grant of Concession Rights.**

3.1. City hereby leases to Operator, and Operator hereby leases from City, the following (the "Premises") at the Airport:

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3.1.1. For Operator's exclusive use, the Counter Space.

3.1.2. For Operator's exclusive use, the Parking Area.

3.1.3. For Operator's non-exclusive use, the Wash Area.

3.1.4. For Operator's non-exclusive use, the Common Areas.

3.1.5. For Operator's exclusive use, the Ready/Return Area (following completion of the Terminal Improvements only).

3.1.6. For Operator's non-exclusive use, the Grassy Field.

3.2. City hereby grants to Operator, and Operator accepts from City, certain Concession Rights to permit Operator to conduct its Business at the Airport.

3.3. The lease of the Premises, and the grant of the Concession Rights, involve somewhat distinct rights and obligations, but are related as set forth in this Agreement and the following provisions:

3.3.1. Any breach of this Agreement by any party concerning the lease of the Premises shall constitute a breach concerning the Concession Rights, and vice versa.

3.3.2. Any termination of the lease of the Premises shall terminate the Concession Rights, and vice versa.

4. **Lease of Premises.**

4.1. Premises. The Premises shall consist of the following:

4.1.1. For Operator's exclusive use, the Counter Space.

4.1.2. For Operator's exclusive use, the Parking Area.

4.1.3. For Operator's non-exclusive use, the Wash Area.

4.1.4. For Operator's non-exclusive use, the Common Areas.

4.1.5. For Operator's exclusive use, the Ready/Return Area (following completion of the Terminal Improvements only).

4.1.6. For Operator's non-exclusive use of the Grassy Field.

4.2. Locations of Premises.

4.2.1. *Generally.* As of the Execution Date, City is in the process of constructing a new Terminal pursuant to plans and specifications (the "Plans") developed by City (the "Terminal Improvements").

4.2.2. *Specific Requirements.* The Terminal Improvements shall include approximately 364 square feet for the Counter Space, but shall otherwise be located and configured as determined by City in its sole discretion.

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a. During the Terminal Improvements, City shall complete the "shell" of the Counter Space by constructing electric facilities, the structural system for the counters, and the ceiling, and providing basic flooring.

b. Operator shall be responsible for "finishing" the Counter Space including any improvements to the flooring and the counters.

4.2.3. *Parking Area.* Following completion of the Terminal Improvements, City shall provide parking spaces within the portion of the Terminal primary parking lot dedicated to the use of car rental companies, such as Operator, and shall assign to Operator, at a location determined by City in its sole discretion, twenty-one (21) spaces as Operator's Parking Area. During the Term of this Agreement, City may, by providing at least six (6) months' prior written notice to Operator, relocate Operator's Parking Area; provided, however, no such prior notice of relocation shall be necessary in the event of a casualty, force majeure, or national security event outside of City's control.

4.2.4. *Ready/Return Area.* Following completion of the Terminal Improvements, City shall provide an area within the portion of the Terminal parking lot dedicated for the use of car rental companies for the delivery and return of Vehicles, and shall assign to Operator, at a location within such portion as determined by City in its sole discretion, seventeen (17) spaces as Operator's Ready/Return Area. During the Term of this Agreement, City may, by providing at least six (6) months' prior written notice to Operator, relocate Operator's Ready/Return Area; provided, however, no such prior notice of relocation shall be necessary in the event of a casualty, force majeure, or national security event outside of City's control.

4.2.5. *Wash Area.* Following completion of the Terminal Improvements, City shall provide an area at the Airport sufficient in size for the washing and vacuuming of three (3) cars for use by Operator and Other Car Rental Companies. During the Term of this Agreement, City may, by providing at least six (6) months' prior written notice to Operator, relocate the Wash Area; provided, however, no such prior notice of relocation shall be necessary in the event of a casualty, force majeure, or national security event outside of City's control.

4.2.6. *Grassy Field.* Following completion of the Terminal Improvements, City shall provide use of a portion of the Grassy Field for use by Operator and other Car Rental Companies. Grassy Field may be used for the purposes set forth in paragraph 4.3.4. A portion of the Grassy Field assigned to Operator shall equal approximately one-half of the area of the Grassy Field; Airport Director shall assign such portion to Operator. Operator shall be entitled to the exclusive use of such portion even though the entire Grassy Field may be used by Other Car Rental Companies.

4.2.7. *Reallocation.* At the end of each year, the Airport Director shall review the amount of Concession Privilege Fees paid by Operator and all Other Car Rental Companies, and shall establish a percentage of the total Concession Privilege Fees paid by each Car Rental Company. If the number of spaces assigned to each Car Rental Company in the Parking Area, Ready/Return Area and Wash Area (but not the Grassy Field) are disproportional, the Airport Director shall reallocate the

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spaces such that the number of spaces equals the percentage of each Car Rental Company's Concession Privilege Fees.

4.3. Use of Premises. Operator may use the Premises under this Agreement for the following purposes and for no other purpose or purposes whatsoever, unless agreed to in writing and fully executed by the parties:

4.3.1. *Counter Space*. Operator's Counter Space may be used for processing Customer rental and return transactions, including the processing of Customer Agreements and for general office and administrative purposes related to the operation of Operator's Business.

4.3.2. *Parking Area*. Operator's Parking Area will be used for the short-term parking of Operator's authorized Vehicles awaiting rental and delivery to Customers, the parking of such Vehicles after their return and prior to their being washed and again made ready for rental, and the parking of Customer's Vehicles while they are engaging in business with Operator. If Operator leases Vehicles for moving goods, City may require that such Vehicles be parked elsewhere on the Airport and not in Operator's Parking Area in the Terminal's primary parking lot; such additional location shall be thereafter considered to be included in Operator's Parking Area under this Agreement.

4.3.3. *Wash Area*. Operator's assigned space within the Wash Area will be used to wash Operator's Vehicles prior to their delivery to the Parking Area or following their return to Operator.

4.3.4. *Grassy Field*. Operator's portion of the Grassy Field may be used by Operator for vehicular storage, overflow parking and such other uses as permitted by City in its sole discretion.

4.4. Prohibited Uses, Products and Services. Operator agrees that the Premises shall be utilized solely for the uses permitted herein, or as otherwise approved by City in writing, and for no other purpose whatsoever. Without limiting the foregoing:

4.4.1. Operator may not utilize the Premises for, or engage in, the uses prohibited under the Minimum Standards.

4.4.2. Operator shall not provide any products or services that are not specifically authorized by this Agreement or otherwise approved by City in writing.

4.4.3. Operator shall not engage in any activities prohibited by paragraph 4.7.3.

4.5. Compliance with Minimum Standards. Operator agrees to comply with the requirements set forth in the Minimum Standards applicable to Operator's operations at the Airport. In the event of a conflict between this Agreement and the Minimum Standards, Operator acknowledges and agrees that the more stringent requirement shall apply to Operator's operations hereunder, as determined by City.

4.6. Condition and Use of the Premises.

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4.6.1. Except as expressly set forth in this Agreement, City is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the Premises, including, but not limited to, zoning, tax consequences, physical conditions, availability of access, ingress or egress, operating history or projections, valuation, governmental approvals, governmental regulations, or any other matter or thing relating to or affecting the Premises including, without limitation, the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the Premises. Operator agrees that with respect to the Premises, Operator has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of City or any agent of City. Operator represents that it is relying solely on its own expertise and that of Operator's consultants, and that Operator has conducted such inspections and investigations of the Premises, including, but not limited to, the physical conditions thereof, and shall rely upon same, and, shall assume the risk that adverse matters, including, but not limited to, adverse physical conditions, which may not have been revealed by Operator's inspections and investigations. OPERATOR ACKNOWLEDGES AND AGREES THAT OPERATOR HAS ACCEPTED THE PREMISES "AS IS, WHERE IS," WITH ALL FAULTS, AND WITH NO ORAL AGREEMENTS, WARRANTIES, OR REPRESENTATIONS (EXCEPT AS SPECIFICALLY PROVIDED HEREIN) COLLATERAL TO OR AFFECTING THE PREMISES BY CITY, ANY AGENT OF CITY OR ANY THIRD PARTY ACTING FOR ON BEHALF OF CITY. City is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Premises furnished by any real estate broker, agent, employee, servant, or other person, unless the same are specifically set forth or referred to in this Agreement.

4.6.2. The provisions of paragraph 4.6.1 shall apply to the Premises in their current location and to any relocation of the Premises pursuant to this Agreement following Operator's occupancy thereof.

4.7. Operator's Obligations With Respect to the Use of the Premises.

4.7.1. In the conduct of its business, Operator covenants and agrees to restrict its activities on the Premises to only those authorized by this Agreement and shall not use or permit the use of the Premises for any other purpose, nor shall it vacate the Premises prior to the termination or expiration of this Agreement unless authorized in writing in advance by City. Operator shall use the Premises solely for the rental of Vehicles to Customers, and for the provision of services and equipment reasonably and directly associated with the rental of Vehicles, as specifically authorized in this Agreement.

4.7.2. Except for its signs identifying Operator's Business approved in advance by City and except as otherwise authorized by City in writing, Operator shall not display nor shall it permit others to display any signs, brochures, racks, promotional materials or similar items on or about the Premises or elsewhere within the Terminal or the Airport.

4.7.3. Operator shall not use the Premises, or any other portion of the Airport, for the following without City's express written consent:

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a. Selling used Vehicles.

b. Servicing any Vehicles (except for emergency repairs necessary to remove such Vehicles from the Airport (e.g., "jumping" the battery of a Vehicle)).

c. Fueling any Vehicles.

4.7.4. Operator shall promptly remove all damaged, destroyed or inoperable Vehicles from the Premises and the Airport.

4.8. Common Areas.

4.8.1. As set forth in paragraph 3.1.4, the Premises include the Common Areas.

4.8.2. Throughout the Term hereof, City shall operate and maintain the Common Areas for the use and benefit of the occupants of the Airport and their customers, employees and invitees. City shall at all times have exclusive control of the Common Areas and may at any time and from time to time: (a) temporarily close any part of the Common Areas; and (b) make such changes in the Common Areas as in its reasonable opinion are in the best interests of the City or Airport's occupants, including but not limited to changing the location of walkways, service areas, driveways, entrances, existing automobile parking spaces and other facilities, changing the direction and flow of traffic and establishing prohibited areas.

4.8.3. Operator shall keep all Common Areas free of obstructions created or permitted by Operator. Operator shall permit the use of the Common Areas only for normal uses. If in City's opinion unauthorized persons are using any of the Common Areas because of Operator's occupancy of the Premises, Operator shall, upon City's demand, enforce City's rights against all such unauthorized persons. City shall nonetheless have the right at any time to remove or restrain any such unauthorized persons from the Common Areas.

5. Concession Rights.

5.1. Concession Rights Granted. City grants to Operator the following Concession Rights, and Operator assumes all of the following as part of its obligation to operate its Business from the Premises and the Airport:

5.1.1. The privilege to rent passenger-type Vehicles to the public on the Airport; the privilege to offer for sale related loss and collision damage waiver protection, personal injury and accident insurance, supplemental liability, uninsured motorist, and personal effects insurance; and the privilege to offer Customer services, including but not limited to, refueling services, baby car seats, cellular/digital phones, and other related rental equipment. All additional rights shall be approved in writing, fully executed by City from time to time.

5.1.2. Operator's Business shall be operated under the following brand name(s) for the Term of this Agreement: Enterprise Rent-A-Car and National Car Rental. Operator cannot change or operate additional brands at the Premises or from the Airport during the Term of this Agreement. If Operator shall, at any time, cease to operate

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the Business under the Operator's brand name specified in this paragraph 5.1.2, then this Agreement and Operator's Business privileges at the Airport shall be subject to termination upon thirty (30) days advance written notice to Operator from the City.

5.1.3. The privilege for Operator's employees to use, in common with other employees on the Airport, the employee parking facilities provided by City, at such charges as City may, from time to time, establish for employees using the employee parking facilities. Operator's employees may not park in Operator's assigned space in the Parking Area.

5.1.4. All rights and privileges not specifically granted to Operator in this Agreement shall be reserved to City.

5.2. Non-Exclusive Privileges. Except for Operator's exclusive use of certain of the Premises, the Concession Rights granted under this Agreement are non-exclusive. By entering into this Agreement, Operator acknowledges that City has entered into similar agreements with other rental car companies for similar services at the Airport. City reserves the right to enter into agreements with other companies providing rental car services from "on" or "off" Airport locations, if City determines that it is in its best interest to do so.

5.3. Standards of Service.

5.3.1. Operator shall offer for rental to the public only popular-make passenger Vehicles of recent manufacture (not more than two (2) model years old). It is Operator's obligation to maintain all the Vehicles offered for rental in good and safe operating order, free from known mechanical defects, and to keep the Vehicles in a clean, neat, and attractive condition inside and out. Operator shall at all times maintain a sufficient number of Vehicles to meet reasonably foreseeable demands of the traveling public at the Airport.

5.3.2. Operator shall accept at least three (3) nationally recognized credit cards for payment of automobile rentals; and provide or have access to a national reservation system for its rental services at the Airport.

5.3.3. Operator shall maintain a sufficient number of trained personnel to insure that Operator's Customers will receive prompt and courteous service at all times. All personnel of Operator, while on or about the Premises or elsewhere at the Airport, shall be polite, clean and neat in appearance, and appropriately attired.

5.3.4. Operator shall not misrepresent to the public its prices or the terms and provisions of its Customer Agreements or those of its competitors. Operator shall comply with all applicable rules and regulations of the Federal Trade Commission and all other governmental agencies having jurisdiction over Operator's business operations. Operator shall fully inform each Customer, prior to the execution of such Customer's Customer Agreement, of all fees and charges applicable to such Customer's rental. City will give advance notice to Operator that City considers a certain practice to be unlawful, deceptive or discriminatory and Operator shall have an opportunity to respond to the allegation. If City determines, after notice and opportunity for Operator to comment, that any of Operator's business practices

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are unlawful, deceptive, or discriminatory, Operator shall immediately cease such practices upon receipt of a written order to do so from City.

5.3.5. Operator shall at all times maintain the Premises and its improvements and other personal property located on the Premises in a safe, clean, orderly, attractive and first-class condition satisfactory to City. Any sign or other item on the Premises which City deems to be offensive to the public shall, upon notice from City, be promptly and permanently removed from the Premises by Operator. Operator shall not permit any nuisance, waste or damage to be committed on the Premises or elsewhere at the Airport.

5.3.6. Operator shall conduct its Business from the Premises at least between the hours of 8 a.m. and 6 p.m., excluding weekends and holidays; for purposes of this Agreement, "holiday" means the day set aside by Section 110.117, Florida Statutes, for observing New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, or Christmas Day, and any day upon which the Clerk of the Court of Marion County, Florida, is closed for ordinary business. Nothing set forth herein shall preclude Operator from conducting its Business from the Premises during additional days or hours.

5.3.7. The management, maintenance and operation of the Business shall at all times be under the supervision and direction of a qualified experienced full-time resident manager who shall at all times be subject to the direction and control of Operator. Operator shall assign the manager an office on the Premises and the manager shall be available during regular business hours. Operator shall at all times during the absence of the manager assign or cause to be assigned a qualified subordinate as manager to assume and be directly responsible for carrying out the duties of the manager.

5.4. Non-Diversion of Business. Operator covenants, warrants and agrees that it will not divert business and/or Gross Receipts from Operator's rental car Business at the Airport. Diversion shall include, but not be limited to, Operator advising or suggesting to a Customer or potential Customer arriving at the Airport or pre-arranging a car rental prior to or upon arrival at the Airport that such Customer or potential Customer rent a vehicle or take delivery of a vehicle at any off-Airport location, regardless of the reason.

5.5. Operator Recovery Surcharge. "Operator Recovery Surcharge" means any surcharge or any amount that Operator separately states and charges its Customers to recover the amount of the Percentage Fee that is payable under this Agreement. Operator acknowledges that its payment to City under this Agreement is for Operator's use of facilities and grant of Concession Rights at the Airport, and that those payments do not reflect a fee that is imposed by City upon Customers renting Vehicles from Operator. Operator understands that City does not encourage nor support the practice of transferring Operator's obligation for payment of the Percentage Fee due under this Agreement to its Customers. Operator is prohibited from stating or implying, in writing or verbally, that the City or the Airport imposes or approves of any direct charge to its Customers, including any surcharge that Operator passes on to its Customers to recoup the Percentage Fee. Operator is prohibited from misrepresenting to the public its prices or the terms and provisions of its Customer Agreement or those of its competitors, either verbally or in writing. If Operator recovers from or charges its Customers the Percentage Fee, that charge shall be clearly and

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separately stated in writing immediately adjacent to Operator's time and mileage and other charges on the Customer's Customer Agreement and invoice, shall not be described as a tax, and shall be no greater than eleven and 11/100 percent (11.11%) of the Gross Receipts resulting from such Customer Agreement. Such Operator Recovery Surcharge shall also be included within Gross Receipts subject to the Percentage Fee under this Agreement.

6. **Charges.**

6.1. Generally. Operator shall pay City, as and when set forth in this paragraph 6, Charges as follows:

6.1.1. The Rent as set forth in paragraph 6.3.

6.1.2. The Concession Privilege Fee which, as set forth in greater detail in paragraph 6.6, shall be the greater of:

a. The Percentage Fee as determined under paragraph 6.4.

b. The Minimum Annual Privilege Fee as determined under paragraph 6.5.

6.2. Manner of Payment. Operator agrees to pay all Charges due under this Agreement, plus applicable sales tax and such other taxes as City may be required to collect on any payments made hereunder, in lawful money of the United States of America, without invoice, unless invoicing is otherwise required hereunder, without further notice or demand, without deduction or setoff.

6.3. Rent.

6.3.1. As consideration for the lease of the Premises, Operator shall pay to City annual Rent as follows:

a. During the first Lease Year, the amount determined by multiplying Thirty and No/100 Dollars ($30.00) times the square footage of the Counter Space (as determined by City in its reasonable discretion).

6.3.2. The Rent is payable in advance without City's demand on the first day of each calendar month during the Term. Installments of one-twelfth (1/12) of the annual Rent as set forth in paragraph 6.3.1. Any references in this Agreement to Rent shall also be deemed to refer to any monthly installment thereof.

6.3.3. If the Effective Date is a day other than the first day of a calendar month, or if the Term terminates on a day other than the last day of the calendar month, the Rent shall be prorated on a daily basis.

6.3.4. All Rent shall be paid to City without set-off or withholding for any reason.

6.3.5. At the time Rent payments are made, the Operator agrees to pay to the City all sales and use taxes that arise because of payment of Rent to the City.

6.3.6. Any amount advanced by City pursuant to the terms and provisions of this Agreement shall be repaid to City by Operator by the first of the calendar month

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following the date of such advance unless otherwise specifically provided in this Agreement.

6.3.7. Operator further covenants and agrees to pay promptly when due all taxes assessed against all fixtures, furnishings, equipment and stock-in-trade placed in or on the Premises during the term of this Agreement.

6.4. Percentage Fee.

6.4.1. The Percentage Fee shall equal Ten Percent (10.00%) times the Gross Receipts.

6.4.2. "Gross Receipts" means all fees, charges and receipts of any and all kinds and descriptions, without deduction for any credit card discount, from or on account of Operator's Business or activities originating on, at, from or with respect to the Premises, Operator's Business at the Airport (including providing motor vehicle rental services through fixed base operators, or other third parties, at the Airport), this Agreement, Operator's vehicle fleet assigned to the Airport, or foreign Vehicles temporarily assigned or rented from the Airport, no matter where the reservation therefor, the rental thereof, or the delivery or possession of such vehicle is made, including but not limited to reservations made through airlines, other operators or travel agencies, or by way of telephone, computer or any other means of communication, including but not limited to amounts collected or due from, for or on behalf of Operator's Customers, and revenue and consideration of any and all types and in any and all forms which are collected, accrued, received, receivable, allocated or allocable or which should have been collected, accrued, received, receivable, allocated or allocable by, for or to Operator or any person or entity acting for or on behalf of Operator, including its franchisor or any affiliated person or entity.

a. Gross Receipts shall include but are not limited to the following specified items:

1). Base, time and mileage charges and fees for the rental and short-term leasing of Vehicles;

2). Premiums and any and all other fees and charges for personal accident insurance, personal effects insurance coverage, baggage insurance, personal effects protection insurance, liability insurance, liability insurance supplements, extended protection insurance, and any and all other types and kinds of insurance coverages and policies (regardless of how they be denominated, regardless of the parties covered, and regardless of the risks insured against);

3). Any and all sums for insurance waivers, collision damage waivers, and loss damage waivers, whether cash or credit and whether collected or uncollected;

4). Inter-city fees and drop charges;

5). Concession Recovery Fees or Concession Recoupment Fees charged to Customers;

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6). Fees for rental of equipment including child safety seats, cellular telephones, recreational gear and car racks, tire chains and global positioning systems;

7). Additional fees charged to Customers including additional and underage driver fees, upgrade and exchange fees, early pickup and late return fees, tire and battery recovery fees, and fees for miscellaneous services (such as service calls).

8). Any and all charges made to Customers for any and all equipment and services provided for, on account of or incidental to the rental of Vehicles;

9). All other receipts, compensation, revenue and other consideration received or accrued to Operator or Operator's franchisor or any other affiliated person or entity for or on account of the subject rental car concession, its operations or its fleet Vehicles, unless specifically excepted in writing by City.

b. Gross Receipts shall specifically exclude the following:

1). Sales taxes which are separately stated on Operator's vehicle rental agreements and which Operator collects and remits separately to governmental taxing authorities, as required by law;

2). Fuel service charges, prepaid fuel, fuel replacement fees waiver, and any and all other types and kinds of charges for fuel, fuel replacement and fuel service;

3). The rental car surcharge imposed pursuant to Section 212.0606, Florida Statutes, as now existing or hereinafter amended, provided that such amount is separately stated on Operator's Vehicle rental agreements, Customer's Agreement, collected from the Customer by Operator, and remitted by Operator to the State of Florida;

4). Compensation received by Operator from Customers and insurance carriers in payment of actual damages to, or the destruction or theft of, Vehicles and other personal property of Operator, including proceeds received for loss, conversion or abandonment of Vehicles (but provided that compensation and payments for the loss of use of Vehicles are to be included as part of the Gross Receipts);

5). Discounts, coupons or credits provided by Operator to its Customer at the time a Customer Agreement is closed; and

6). Amounts received from the administration and reimbursement of tolls, tickets, towing or fines paid by Operator.

7). Amounts collected for any rental billed directly to an insurance company, or to an automobile shop/dealership located in Marion County, Florida, where the rented Vehicle is to be used by the Customer while the

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Customer's non-rented Vehicle is being repaired. This exclusion is capped and will not exceed 35% of Gross Receipts.

8). Amounts collected from customers for optional "carbon offset" program fees paid by Operator to third-party environmental initiative organizations.

c. Without limiting the generality and scope of the definition of Gross Receipts and without broadening the limits of exclusions from Gross Receipts, as specified above, it is expressly agreed and understood by Operator that no exclusion shall be allowed for taxes or surcharges levied on Operator's activities, facilities, equipment, real or personal property, payroll taxes, income taxes, taxes on frequent flier miles paid directly to an airline, license, title, tag fees, or charges to recoup the same, or other charges which recoup operating costs. Therefore:

1). Unless specifically excluded by the express terms of paragraph 6.4.2.b, all receipts, revenues or considerations shall be deemed to be included in Gross Receipts under this Agreement.

2). Gross Receipts shall not be reduced by bank charges, uncollected or uncollectible credit accounts, charges made by collection agencies, bad debt losses, or any commission or other amount paid out or rebated by the Operator to travel agents or others with respect to any rental or sale of goods or services.

6.4.3. Each exclusion from Gross Receipts shall be segregated as a separate account in the Operator's general ledger.

6.4.4. Each transaction made on installment of credit shall be treated as a transaction for the full price in the month during which such charge or transaction is made, regardless of when or whether the Operator receives any full or partial payment therefore. In no event shall the Operator's Gross Receipts or Chargeable Gross Receipts be negative in any revenue category or in any period. Operator shall not allocate revenues to any other location, regardless of which city or location owns the vehicle, or where the vehicle is ultimately returned.

6.5. Minimum Annual Privilege Fee. "Minimum Annual Privilege Fee" shall mean the following:

6.5.1. During the first Lease Year, there shall be no Minimum Annual Privilege Fee.

6.5.2. During each succeeding Lease Year, 85% of the prior year's Concession Privilege Fees.

6.6. Payment of Concession Privilege Fee. Operator shall pay the Concession Privilege Fee as follows:

6.6.1. The Concession Privilege Fee shall be paid in monthly installments with the amount of each installment being the greater of: (a) one-twelfth (1/12) of the Minimum Annual Privilege Fee; or (b) the Percentage Fee for the preceding month. All references herein to Concession Privilege Fee shall refer to installments

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thereof. Notwithstanding that the Concession Privilege Fee is paid in monthly installments, the amount of the Concession Privilege Fee for each Lease Year shall be determined pursuant to paragraph 6.8.2 such that the Concession Privilege Fee, for such Lease Year, shall be the greater of the: (a) Minimum Annual Privilege Fee; or (b) the Percentage Fee.

6.6.2. Each installment payment of the Concession Privilege Fee shall be paid simultaneously with the provision of the Monthly Report pursuant to paragraph 6.7.

6.7. Monthly Reports.

6.7.1. Within twenty-one (21) days of the end of each Lease Month during the Term of this Agreement:

a. Operator shall submit to the Airport Director, in form and substance acceptable to the Airport Director, a monthly report (a "Monthly Report") containing the total Gross Receipts for the preceding Lease Month. Such Monthly Statement shall set forth the Gross Receipts, by individual component thereof as described in paragraph 6.4.2, and the calculation of the Percentage Fee, for such Lease Month. If so elected by City, Operator shall use a form Monthly Report as provided by City.

b. Operator shall pay to City the Concession Privilege Fee due for such preceding Lease Months.

6.7.2. City shall have the right to rely on such Monthly Report in determining Concession Privilege Fees due hereunder. Operator shall have full responsibility for the accuracy of such Monthly Report. Late payments and payment deficiencies due to incomplete or inaccurate Monthly Report to City shall be subject to the late payment and late penalty charges as set forth in paragraph 6.11 hereof. The acceptance by City of any Operator payment shall not preclude City from verifying the accuracy of Operator's reports or computations, or from recovering any additional payment actually due from Operator. Interest on any additional amount due shall accrue thereon from the date the payment was originally due, at the rate prescribed and calculated in paragraph 6.11 hereof.

6.8. Annual Reports.

6.8.1. Within ninety (90) days of the end of each Lease Year during the Term of this Agreement or any renewal hereof, Operator shall submit to the Airport Director, in form and substance acceptable to the Airport Director, an annual report (the "Annual Report") for the Airport for such Lease Year, prepared in accordance with generally accepted accounting principles, certified by a financial representative of Operator whose duties include familiarity with the matters set forth in the Annual Report and the reporting of such matters. Such Annual Report shall set forth the Gross Receipts, by individual component thereof as described in paragraph 6.4.2.a, and Operator's calculation of the Concession Privilege Fee for the Lease Year under this Agreement. If so elected by City, Operator shall use a form Annual Report as provided by City.

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6.8.2. Following City's receipt of each Annual Report, City shall determine the amount of Concession Privilege Fee due from Operator for the preceding Lease Year.

a. If the amount of Concession Privilege Fee for the preceding Lease Year is in excess of the Concession Privilege Fee previously paid by Operator pursuant to paragraph 6.6 for such Lease Year, Operator shall pay the difference to City within thirty (30) days of written notice to Operator of the amount owed.

b. If the amount of Concession Privilege Fee due for the preceding Lease Year is less than the amount of Concession Privilege Fee previously paid by Operator pursuant to paragraph 6.6 for such Lease Year, City shall subtract the amount of such overpayment from the next Concession Privilege Fee payment due from Operator under paragraph 6.6 ; if, at the time such payment is due, this Agreement has expired or been terminated, City shall pay to Operator such overpayment in cash, provided by Operator is not then in default under the terms of this Agreement. This paragraph 6.8 shall survive the expiration or termination of this Agreement.

6.8.3. City shall have the right to rely on such Annual Report in determining the Concession Privilege Fee due hereunder. Operator shall have full responsibility for the accuracy of such Annual Reports. Late payments and payment deficiencies due to incomplete or inaccurate Annual Reports to City shall be subject to the late payment and interest charges as set forth in paragraph 6.11 hereof. The acceptance by City of any Operator payment shall not preclude City from verifying the accuracy of Operator's reports or computations, or from recovering any additional payment actually due from Operator. Interest on any additional amount due shall accrue thereon from the date the payment was originally due, at the rate prescribed and calculated in paragraph 6.11 hereof.

6.9. Operator's Records.

6.9.1. Operator shall maintain, either at the Airport or elsewhere within Marion County, Florida, books, records and accounts for its Business at the Airport, including computerized records that can be accessed at the Airport or elsewhere within Marion County, maintained in accordance with generally accepted accounting principles, generally accepted auditing standards, and the requirements of this Agreement, recording Gross Receipts under this Agreement and providing for the determination and calculation of Concession Privilege Fee and any other payments to be made to City by Operator.

6.9.2. Such books, records and accounts shall include detailed analyses listing all of Operator's transactions from operations at the Airport in the form of printed, written or electronic media. A numbered invoice shall be issued with each sale or transaction. Books and records shall include, but shall not be limited to, all original accounting source documents detailing transactions relevant to this Agreement, including but not limited to, original Customer Agreements, operating/financial statements, a complete (cumulative) general ledger, monthly sales journals detailing each rental transaction for the month, reconciliations between the financial records and monthly reports submitted to City, bank statements applicable to the operations of its Business at the Airport, corporate trial balances, corporate contracts with corporate Customers, annual audited financial statements

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and related reports on internal controls (including management representation letters), electronic media documenting accounting records, and other sales-related documents. Such books, records and accounts shall also include documentation of all exclusions from Gross Receipts claimed by Operator. For exclusions or adjustments to Gross Receipts, Operator's books and records shall include, but are not limited to, all agreements between Operator and corporate or volume Customers establishing the Customer's contractual rights to discounts and/or rebates, if such reduction is permitted by this Agreement, lists of all individual rental transactions with all corporate or volume Customers, all individual Customer Agreements with all corporate or volume Customers, and documentation of such records supporting other reductions to Gross Receipts authorized pursuant to paragraph 6.4.2 of this Agreement.

6.9.3. Operator shall cause to be installed in Operator's operating area, and shall at all times use, such cash registers, invoicing machines, sales slips and other accounting equipment, devices and forms as are reasonably necessary to record properly, accurately and completely all sales at the Airport related to Operator's Gross Receipts.

6.9.4. In those situations where Operator's records have been generated from computerized data (whether mainframe, minicomputer, or PC-based computer systems), Operator agrees to provide City with extracts of data files in a computer readable format on compact disks (CD), E-mail with attached files, or suitable alternative computer data exchange formats as requested by City.

6.9.5. Each record and item of information required hereunder shall be maintained for a period of at least five (5) years from the date of creation and for such extended period as City requires if there is an audit or litigation pending.

6.10. Audit of Operator's Books and Records.

6.10.1. City shall have the right to audit or authorize audits of Operator's book, records and accounts relevant to its operations of Operator's Business at the Airport. If either an annual audit or any other lesser period audit performed by City discloses an under reporting of Gross Receipts, Operator shall pay to City any amounts due under this Agreement within fifteen (15) calendar days of written notice by City, plus interest calculated in accordance with paragraph 6.11 of this Agreement. If an audit conducted by City or at City's direction discloses an under reporting of Gross Receipts by two percent (2%) or more for any twelve (12) month period, Operator shall reimburse City for the full cost of the audit, interest calculated in accordance with paragraph 6.11, any applicable legal fees and expenses, and shall pay liquidated damages in the amount of ten percent (10%) of the under-reported Concession Privilege Fees.

6.10.2. Operator shall provide the name and telephone number of Operator's accounting manager who has a thorough knowledge of the accounting system as it pertains to this Agreement and who will assist City with its audit. Operator will also allow interviews of past and present employees who were involved in the financial or operational activities of Operator as part of the audit.

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6.10.3. Operator agrees to provide appropriate work space to conduct the audit and free access to office and equipment needed to conduct the audit. Operator will also make the requested original books and records available within ten (10) working days from the date of request by City or City's representative and will freely lend its own assistance in conducting the audit. If Operator's books and records outside the Airport or outside Marion County, Florida cannot be provided and made available locally, Operator agrees to reimburse City for expenses incurred in sending representatives to wherever such books and records are maintained. Such expense will include transportation, lodging, food and other out-of-pocket expenses resulting from the necessity to leave Marion County, Florida.

6.11. Late Payments. If Operator fails to make payment of any Charges, or any other payment due City by the due date thereof, Operator shall pay to City, in addition to all other remedies available to City and all other payments to be made by Operator to City, a late charge equal to an administrative fee of two hundred fifty dollars ($250.00) per amount not paid, together with interest calculated at the rate of 10% per annum on the amount of such payment until the payment is made in full.

6.12. Survives Expiration or Termination. Operator's duty to maintain books and records and City's rights under this Agreement to inspect and audit the books and records of Operator shall survive the expiration or earlier termination of this Agreement.

6.13. No Confidentiality. Operator acknowledges that City is subject to the Florida Public Records Act (Chapter 119, Florida Statutes) and that, in such capacity, may not be able to retain any information it obtains from or concerning Operator's operation in confidence, and may, in fact, be required to disclose such information.

6.14. Payments by City. If City has paid any sum or sums or has incurred any obligation or expense for which Operator has agreed to pay or reimburse City, or if City is required or elects to pay any sum or sums or insure any obligations or expense by reason of the failure, neglect, or refusal of Operator to perform or fulfill any one or more of the conditions, covenants and undertakings contained in this Agreement.

6.15. Taxes and Assessments. Operator shall pay all taxes, including sales tax on payments made to the City subject to sales tax, any applicable payment in lieu of taxes, assessments, and charges of a like nature, which at any time during the Term of this Agreement may be levied or become a lien by virtue of any levy, assessment, or charge by the Federal Government, the State of Florida, Marion County, or any other municipal corporation or other local government entity having jurisdiction over the Airport, any government successor in authority to the foregoing, or any other tax or assessment levying bodies, in whole or in part, upon or in respect to Operator's business, the Charges or any other amount payable under this Agreement, or upon or in respect to any personal property belonging to Operator situated on the Premises. Payment of such taxes, assessments and charges, when and if levied or assessed, shall be made by Operator directly to the taxing or assessing authority charged with collection thereof. City shall timely forward to Operator any assessment or tax notice received by City and payable by Operator.

6.16. License and Permit Fees. Operator shall also pay all fees associated with any and all licenses, permit, certificates and other authorizations required by any governmental authority in connection with the operations or activities performed by Operator under this Agreement.

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6.17. Operator's Rights to Contest. Operator may, at its own expense, contest the amount or validity of any tax or assessment, or the inclusion of the Premises, this Agreement or the Charges or any other payment under this Agreement as taxable or assessable property, directly against the taxing or assessing authority and Operator shall not be deemed to be in default under this Agreement for failure to pay any such tax or assessment pending the outcome of any such contest proceedings. City reserves the right to require Operator to provide such security as City's legal counsel determines necessary to assure that the tax and any costs related to the tax contest are promptly discharged upon final determination of such tax contest adverse to Operator.

6.18. Accord and Satisfaction. If Operator pays any amount that is less than the amount stipulated to be paid under this Agreement, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. City may accept any check or payment without prejudice to City's right to recover the balance due or to pursue any other remedy available to City pursuant to this Agreement or under the law.

6.19. Additional Charges. In addition to the Rent and Concession Privilege Fee, all other payments that Operator is obligated to make under this Agreement including, without limitation, under all provisions of this paragraph are considered additional Charges ("Additional Charges"), and unless explicitly stated otherwise, regardless of whether the payments are so designated. All additional payments are due and payable fifteen (15) days after the time City demands payment or at the time the next succeeding Percentage Fee installment is due, whichever occurs later. City shall have the same remedies for Operator's failure to pay Additional Charges as it does for Operator's failure to pay the stated Charges. All further references to "Charges" shall include both stated Charges and Additional Charges. The provisions of this paragraph 6.19 shall apply only concerning remedies, and not concerning Charges upon which sales and use taxes are to be calculated or paid.

6.20. Amounts Advanced by City. Any amount advanced by City pursuant to the terms and provisions of this Agreement shall be repaid to City by Operator by the first of the calendar month following the date of such advance unless otherwise specifically provided in this Agreement.

6.21. Allocation of Charges.

6.21.1. As set forth elsewhere in this Agreement:

a. The Rent represents consideration to City for the lease of the Premises; and

b. The Concession Privilege Fee represents consideration to City for the Concession Rights.

6.21.2. City shall collect sales and use taxes only on the Rent, unless City receives a notice or demand from the applicable taxing authority (currently the Florida Department of Revenue) to collect sales and use taxes on other Charges.

6.21.3. Operator shall be solely responsible for the payment of all sales, use or other taxes levied upon the fees and other charges payable by Operator to the City hereunder, whether or not the same shall have been billed or collected by the City, together with any and all interest and penalties levied thereon, and Operator hereby agrees

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to indemnify the City and hold it harmless from and against all claims by any taxing authority that the amounts, if any, collected from Company to such taxing authority, were less than the total amount of taxes due, and for any sums including interest and penalties payable by the City as a result thereof. The provisions of this paragraph 6.21.3 shall survive the expiration or prior termination of this Agreement.

7. **Operator's Improvements**.

7.1. Alterations, Additions and Improvements.

7.1.1. Except as expressly provided for herein, Operator shall make no alterations, additions or improvements to or installations on its Premises (including, but not limited to, any work which could affect utility or other systems for which City is responsible) without the prior written permission of the City.

7.1.2. Before the commencement of any such work, if required by the City, detailed plans and specifications, including any modifications or amendments thereto requested by City, shall be filed with and approved, in writing, by the Airport Director and all governmental departments and authorities having jurisdiction thereover. All such work shall be done subject to and in accordance with the requirements of applicable law and regulations of all such governmental departments and authorities, and, where required, each affected public utility company.

7.1.3. Such work shall be performed in a good and workmanlike manner and in accordance with the plans and specifications approved for the same. At all times during such work, Operator shall have a copy of the approved plans and specifications on the construction site for inspection by City, if the same are herein required. Operator shall be required to replace any work which is not done in accordance with such plans and specifications as approved by the Airport Director.

7.1.4. All alterations, additions or improvements at any time placed upon its Premises by Operator shall be deemed to be and become a part of the realty and the sole and absolute property of City upon completion.

7.1.5. Operator shall promptly pay all claims made against City and discharge all liens filed or which exist against the Premises, any other portion of the Airport, or Operator's trade fixtures or trade equipment arising out of or in connection with, whether directly or indirectly, the failure to make payment for work done or materials provided by Operator, its contractors, subcontractors or materialmen. However, Operator shall have the right to contest the amount or validity of any such claim or lien without being in default under this Agreement. If City's legal counsel reasonably determines that security is required to guarantee discharge of such claim or lien if such claim or lien is finally determined against Operator, City shall provide Operator with written notice of such determination. Within ten (10) days of such notice, Operator shall provide such security, in such form and amount as is reasonably satisfactory to City's legal counsel. City shall give timely notice to Operator of all such claims and liens of which it becomes aware.

7.2. Conduct. Operator, its employees, passengers, guests, licensees, invitees and independent contractors shall conduct themselves in an orderly and proper manner so as not to disturb,

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annoy or offend others at the Airport or to violate any of City's present or future written or published policies, rules or regulations. Upon notification by City of any violation of the provisions of this paragraph 7.2, Operator shall forthwith take all reasonable measures necessary to terminate the offensive, disorderly or improper conduct.

7.3. Performance by City Upon Failure by Operator. If Operator fails to perform any obligation required by paragraph 7.1 or 8.2, City shall give Operator written notice of such failure. If Operator fails to perform such obligation within thirty (30) days of receipt of such notice, or if such obligation cannot with due diligence be performed within such thirty (30) day period, and Operator has failed to immediately commence and diligently pursue performance thereof upon receipt of such notice, City may perform such obligation of Operator, and charge Operator for the cost of City's performance, including a charge of fifteen percent (15%) representing City's overhead, plus a reasonable administrative charge representing City's fee for managing the same, plus attorneys' fees or costs of legal counsel, if performed by City's legal counsel.

8. **Obligations of City.**

8.1. City Operation and Maintenance.

8.1.1. Except at otherwise provided in this Agreement, City shall operate and maintain the Airport and the Terminal and shall keep the Airport, including the Terminal and City-installed Terminal equipment and fixtures, in good condition and repair. City's maintenance obligation with respect to the Terminal shall also include custodial and general maintenance of the public areas of the Terminal.

8.1.2. City shall cause electricity, air conditioning, heat, sewerage disposal and water to be supplied to the Premises. City shall not be responsible for disruptions in service due to failure of utility suppliers or other causes beyond City's control.

8.2. Operator's Maintenance, Replacement and Repair. Operator shall, at its own cost and expense, maintain and repair all parts of Operator's improvements, equipment, fixtures and personal property installed or located on or at the Premises, including Operator's computers and communications system, any Operator-installed connections to City-installed utility systems or property, and all other Operator's equipment and property whether or not any of the same is affixed or attached to such Premises. Operator shall also provide cleaning, general maintenance and refuse removal for the Counter Area, Parking Area, Ready/Return Area and Wash Area; the Wash Area shall be cleaned daily. Operator shall dispose of all trash or other refuse in dumpsters provided by City.

9. **Damage or Destruction.**

9.1. Damage. Should the Premises or any portions thereof, or buildings or structures on which the Premises may be a part, be damaged by fire or other casualty, and if the damage or buildings or structures of which the Premises are a part, is repairable within ninety (90) days from the date of the occurrence, the Premises shall be repaired with due diligence by City and, provided that the damage is not due to the negligence of Operator, the Rent allocable to the portions of the Premises rendered untenantable, for the period from the occurrence of the damage to the completion of repairs, shall be abated proportionately based upon the portion and impact of the untenantable Premises; there shall be no

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abatement, however, if the need for repair is due to the negligence of Operator or if City is able to substitute substantially equivalent space to replace the untenantable Premises.

9.2. Destruction. Should the Premises or any portions thereof, or buildings or structures of which the Premises may be a part, be completely destroyed by fire or other casualty, or should they be damaged to such an extent that the damage cannot be repaired within ninety (90) days after the occurrence, City shall have the option to terminate this Agreement to the extent that it shall apply to the portion of the Premises so rendered untenantable. If this paragraph 9.2 becomes applicable, City shall notify Operator within thirty (30) days after the happening of any such damage whether City has elected to continue this Agreement in effect as to the premises damaged or destroyed or to terminate it. Such notice shall advise Operator of City's estimated schedule for completion of repair and restoration and identify to Operator reasonably adequate substitute premises to be provided to Operator pending reconstruction of the damaged or destroyed Premises. If repairs are estimated to take more than one hundred eighty (180) days to complete as determined by City in its reasonable discretion after consultation with a Florida-licensed contractor, and City is not able to provide Operator reasonably adequate substitute premises within 60 days for the premises damaged and destroyed pending reconstruction, and such premises are essential to the operation of Operator's Business, Operator may terminate this Agreement by providing written notice to City within ten (10) days of receipt of notice from City as aforesaid. If City shall elect to continue this Agreement in effect, it shall commence and prosecute with due diligence any work necessary to restore or repair the premises, and, so long as the damage is not due to the negligence of Operator, the Rent allocable to the particular Premises rendered untenantable, for the period from the occurrence of the damage to the completion of the repairs, shall be abated and Operator shall pay City a reasonable rental for the substitute premises provided during reconstruction.

9.3. Relocation of Premises. During any time period when the Premises, or any portions thereof, are damaged by fire or other casualty, City may relocate the damaged Premises or portions to other locations at the Airport until repairs have been completed.

10. **Indemnification and Insurance.**

10.1. Commercial General Liability. Operator shall maintain during the entire Lease Term and all periods in which Operator is in possession of the Premises, commercial general liability insurance as well provide coverage for the following matters and with limits not less than:

10.1.1. $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury.

10.1.2. $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations.

10.1.3. $100,000 each occurrence for Damage to the Premises.

10.1.4. Policy must include coverage for contractual liability and independent contractors.

10.1.5. City, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities

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performed by or on behalf of Operator. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, and volunteers.

10.2. Business Automobile Liability. Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Operator's Contractor does not own vehicles, the Operator's Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

10.3. Workers' Compensation and Employer's Liability. Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of Operator ("Operator's Contractor") must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes. The Operator's Contractor waives, and the Operator's Contractor shall ensure that the Operator's Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent. The Operator's Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

10.4. Construction Insurance. Operator shall, at its sole expense, procure and maintain during the course of the construction of any improvement or alterations on the Premises constructed during the Term of this Agreement, "builder's risk," Operator shall ensure Operator's Contractor obtains comprehensive public liability insurance, and Operator shall also carry during such period of construction Worker's Compensation Insurance covering all persons employed by Operator on or in connection with such construction.

10.5. Environmental Liability. Operator shall maintain Pollution Liability or other similar Environmental Impairment Liability, at a minimum limit of not less than Two Million Dollars ($2,000,000) per claim and Five Million Dollars annual aggregate ($5,000,000) providing coverage for damages including, without limitation, third-party liability, clean up, corrective action, including assessment, remediation and defense costs. When a self-insured retention or deductible amount exceeds Ten Thousand Dollars ($10,000), City reserves the right, but not the obligation, to review and request a copy of Operator's most recent annual report or audited financial statements in evaluating the acceptability of a higher self-insured retention or deductible in relationship to Operator's financial condition.

10.6. Deductibles. Operator's deductibles or self-insured retentions shall be disclosed to City and may be disapproved upon commercially reasonable grounds by the latter if inconsistent with industry standards. The deductibles once accepted by City may be reduced or eliminated at the option of City upon recommendation of City's Risk Management Department so long as the resulting premiums do not then become commercially unreasonable and so long as any such recommendations are consistent with industry standards. The Operator is responsible for the amount of any deductible or self-insured retention.

10.7. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Operator. City does not in any way represent that these types or amounts of

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insurance are sufficient or adequate to protect Operator's interests or liabilities, but are merely the minimums. No insurance is provided by City under this Agreement to cover Operator or its contractors or sub-contractors.

10.8. Duplicate Insurance. Insurance required of Operator or any other insurance of Operator which covers City shall be considered primary, and insurance or self-insurance of City shall be considered excess, as may be applicable to claims against City which arise out of this Agreement.

10.9. Insurance Certificate Requirements. Operator shall provide City with valid Certificates of Insurance (binders are unacceptable) at least ten (10) days prior to execution of this Agreement and no later than thirty (30) days prior to commencement of any improvements, or following any written request by City.

10.9.1. Operator shall provide a Certificate of Insurance to City with a thirty (30) day notice of cancellation, or ten (10) days' notice if cancellation is for nonpayment of premium.

10.9.2. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Operator to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

10.9.3. In the event this Agreement term goes beyond the expiration date of the insurance policy, Operator shall provide City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. City reserves the right to suspend this Agreement until this requirement is met.

10.9.4. City shall be named as an Additional Insured on all liability policies. Lessee shall provide copies of Additional Insured endorsements to Lessor to verify the City's status as an Additional Insured on all applicable polices.

10.9.5. The Lease, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

10.10. City May Change Limits. City reserves the right to increase or decrease, or expand or narrow, the minimum limits or amounts of insurance requirements set forth above whenever the liability of City under Florida law (including the Florida Tort Claims Act) increases or City's defined areas of liability or risk are expanded. City shall give the Operator a minimum of sixty (60) days advance written notice for any modification or change in the insurance limits as set forth herein.

10.11. Failure to Provide Insurance. If Operator shall fail to obtain or maintain in full force and effect any insurance coverage required to be obtained by Operator under this Agreement, City may procure same from such insurance carriers as City may deem proper, irrespective that a lesser premium for such insurance coverage may have been obtained from another insurance carrier, and Operator shall pay as additional Charges, upon demand of City, any and all premiums, costs, charges and expenses incurred or expended by City in obtaining such insurance. Notwithstanding the foregoing sentence, if City shall procure insurance coverage required of Operator hereunder, City shall in no manner be liable to Operator for any insufficiency or failure of coverage with regard to such insurance or any loss to

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Operator occasioned thereby, and additionally, the procurement of such insurance by City shall not relieve Operator of its obligations under this Agreement to maintain insurance coverage in the types and amounts herein specified, and Operator shall nevertheless hold City harmless from any loss or damage incurred or suffered by City from Operator's failure to maintain such insurance.

10.12. Safety/Environmental.

10.12.1. Operator is responsible at all times for reasonable precautions to achieve the protection of all persons including employees, and property lawfully upon the Premises.

10.12.2. Operator shall comply with all applicable safety and Environmental Laws and ordinances. Operator shall promptly notify the City's Risk Management Department regarding any and all Hazardous Material spills that are required to be reported by the State.

10.13. Miscellaneous.

10.13.1. Operator shall be responsible for carrying such insurance as Operator may desire to protect Operator's own equipment, contents, personal property and other property on the Premises, and business loss insurance

10.13.2. Operator may not perform or fail to do any act with respect to the Premises, may not use or occupy the Premises, and may not conduct or operate the Operator's business, in any manner that is objectionable to the insurance companies, it causes them to void or suspend any insurance, or that causes them to increase the premiums above the amounts that would usually have been in effect for the occupancy under this Agreement. Operator may not permit or suffer another person to do so with respect to the Premises.

10.13.3. Operator acknowledges the limits, coverages and endorsements required by this paragraph 10 are intended to minimize liability for City. Operator agrees that it will not rely upon the requirements of this paragraph 10 when assessing the extent or determining appropriate types or limits of insurance coverage to protect Operator against any loss exposures, whether as a result of this Agreement or otherwise.

11. **Default; Remedies.**

11.1. Default. The occurrence of any one or more of the following events shall constitute a default of this Agreement by Operator:

11.1.1. Vacating or abandoning of the Premises by Operator without the advance written consent of City. The Premises shall be deemed vacated or abandoned upon: (a) the Premises no longer being open for business, or Operator not being open for business as required by paragraph 5.3.6 on three or more days in a six-month period; or (b) such other facts as City determines, in its reasonable discretion, establish that Operator has vacated or abandoned the Premises.

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11.1.2. The failure by Operator to make payment of any Charge or any other payment required to be made by Operator hereunder, as and when due, where such failure shall continue for a period of five (5) days after City delivers written notice of such non-payment to Operator.

11.1.3. The failure by Operator to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Operator where such failure continues for a period of thirty (30) days after written notice thereof from City to Operator, notwithstanding the foregoing:

a. If the nature of Operator's default is such that more than thirty (30) days are reasonably required for its cure, then Operator shall not be deemed to be in default if Operator commenced such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion.

b. Nothing contained in this paragraph 11.1.3 shall be deemed to alter or affect the cure period for performance of any covenant, condition or provision for which a specific time period is provided elsewhere in this Agreement, or to require notice and an opportunity to cure where any provision of this Agreement provides that such notice or opportunity are not necessary.

c. If Operator has twice previously violated a term, condition or covenant of this Agreement and is provided with notice of and an opportunity to cure such violation, any subsequent violation of the same term, condition, or covenant within twelve (12) months of the prior violation shall constitute a default without further notice or opportunity to cure.

d. Only three (3) days' notice and an opportunity to cure need be provided for the failure to provide insurance, or proof thereof, under this Agreement.

11.1.4. To the extent permitted by law, (a) the making by Operator or any guarantor, receiver, or trustee thereof of any general assignment, or general arrangement for the benefit of creditors; (b) the filing by or against Operator of a petition to have Operator adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Operator, the same is dismissed within sixty (60) days; (c) the appointment of a trustee or receiver to take possession of substantially all of Operator's assets located at the Premises or of Operator's interest in this Agreement, where possession is not restored to Operator within thirty (30) days; or (d) the attachment, execution or other judicial seizure of substantially all of Operator's assets located at the Premises or of Operator's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

11.1.5. The seizure, sequestration or impounding by virtue or under authority of any legal proceeding of all or substantially all of the personal property or fixtures of Operator used in or incident to the operation of the Property.

11.1.6. Operator makes an assignment of this Agreement for the benefit of creditors.

11.1.7. Any sale, transfer, assignment, subleasing, concession, license, or other disposition prohibited under this Agreement.

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11.1.8. Notwithstanding any provision of this Agreement, Operator acknowledges and agrees that City may require Operator to immediately cease any activity, which could result in an Airport hazard or endanger safety of any other Airport user, as reasonably determined by City.

11.2. Remedies.

11.2.1. If any Operator default occurs (and has not been cured during any applicable cure period), City shall have the right, at the option of City, to pursue one or more of the following remedies, in addition to all other remedies available at law or equity:

a. Terminate this Agreement and thereupon reenter and take possession of the Premises with or without legal process.

b. Without terminating this Agreement, reenter and relet the Premises, or any part thereof, and grant additional Concession Rights, for the account of Operator upon such terms and conditions as City may deem advisable or satisfactory, in which event the rents received on such reletting shall be applied:

a). First, to the expenses of such reletting and collection including but not limited to, necessary renovation and alterations of the Premises, reasonable attorney's fees, any real estate commissions paid;

b). Second, toward payment of all Charges or other sums due or to become due City hereunder; and

c). Third, if a sufficient sum shall not be thus realized or secured to pay such sums and other charges due City, then, Operator shall pay City any deficiency monthly, and City may bring an action therefor as such monthly deficiency shall arise.

d). Nothing herein, however, shall be construed to require City to reenter and relet in any event. City shall not, in any event, be required to pay Operator any surplus of any sums received by City on a reletting of the Premises in excess of the Charges provided in this Agreement.

c. Remove all or any part of the Operator's property from the Premises and any property removed may be stored in any public warehouse or elsewhere at the cost of, and for the account of Operator, and City shall not be responsible for the care or safekeeping thereof whether in transport, storage or otherwise. Operator hereby waives any claim against City for loss, destruction and/or damage or injury that may be occasioned by any of the previously mentioned acts. In addition to any statutory lien granted to City, this Agreement shall be deemed and considered to grant City a security interest in the previously mentioned items and City shall have all the rights of a secured party under the Uniform Commercial Code. The foregoing notwithstanding, City will not claim or have a lien of any kind, be it contractual or statutory, on or against Operator's motor vehicles for non-payment of any Charges or fees due under the Lease, or for any default of Operator or any other reason, and the City hereby waives all such liens available to the City.

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11.2.2. No reentry or taking possession of the Premises by City shall be construed as an election on City's part to terminate this Agreement unless a written notice of such intention is given to Operator. Notwithstanding any such reletting without termination, City may at all times thereafter elect to terminate this Agreement for such previous default. Any such reentry shall be allowed by Operator without hindrance, and City shall not be liable in damages for any such reentry, or guilty of trespass or forcible entry.

11.3. Cure of Operator Default by City. If Operator shall default in the performing of any covenant or condition of this Agreement and the opportunity to cure if any has expired, City may, at its sole discretion, perform the same for the account of Operator and Operator shall reimburse City for commercially reasonable expenses incurred therefore together with interest thereon at the highest legal rate. This provision imposes no duty on City nor waives any right of City otherwise provided in this Agreement.

11.4. Default by City. City shall not be in default unless City fails to perform obligations imposed upon City hereunder within a reasonable time, but in no event later than thirty (30) days after written notice by Operator to City, specifying wherein City has failed to perform such obligations; provided, however, that if the nature of City's obligations is such that more than thirty (30) days are required for performance then City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Operator shall have, in the event of default by City, any remedy now or hereafter available to Operator under the laws of the State of Florida.

11.5. Surrender of Premises. Operator expressly agrees that it shall immediately surrender the Premises to City in good condition, upon expiration or earlier termination of this Agreement, depreciation and wear from ordinary use for the purpose for which the Premises were leased being excepted. Operator shall remove all of its personal property from the Premises on or before the expiration of this Agreement. Any personal property of Operator not removed by Operator shall become the property of City or may be disposed of by City at Operator's expense.

12. **Assignment, Sublease and Transfers.**

12.1. Permissible Assignments and Sublets. The Operator may not assign, mortgage, pledge, or encumber this ease, nor sublet, license, or grant any concession for the use of the Premises, to another person without obtaining the City's prior written consent, such consent shall not be unreasonably withheld or conditioned. City may require Operator and such other person to provide City with such information as City may reasonably request so that City may consider whether to grant or condition such consent.

12.2. Continued Liability of Operator. If the Operator makes any assignment, sublease, license, or grant of a concession, the Operator will nevertheless remain unconditionally liable for the performance and financial obligations of all of the terms, conditions, and covenants of this Agreement.

12.3. City's Right to Collect Charges From Any Occupant. If the Operator is in default on any payments under this Agreement and any other person is subletting or occupying the Leased Premises, or if the Operator assigns this Agreement, the City may collect Charges from the assignee, subtenant, or occupant. The City may apply the net amount collected to the Charges required under this Agreement. The City's collection of the Charges does not

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waive the covenant against assignment and subletting under this Agreement nor does it constitute the City's acceptance of the assignee, subtenant, or occupant as an Operator, nor the City's waiver of the Operator's further performance of the covenants contained in this Agreement.

13. **Environmental**.

13.1. Compliance with Environmental Laws.

13.1.1. Operator covenants, represents, and warrants that in conducting any activity or business on the Premises or at the Airport, or in conducting any operation or performing any work pursuant to this Agreement, Operator shall comply with all applicable Environmental Laws. Operator further covenants, represents and warrants that:

a. Operator shall obtain and maintain all Environmental Permits required for it to conduct its activities and business on the Premises and at the Airport.

b. At City's request, Operator shall make available to City for inspection and copying, upon reasonable notice and at reasonable times, any and all documents and materials which Operator prepared or had prepared with respect to or pursuant to any Environmental Law or Environmental Permit, or which Operator submitted or had submitted to any governmental agency, which documents or materials relate to environmental issues, Environmental Laws or Environmental Permits, pertain to the Airport or the Premises, and would be discoverable in litigation.

13.1.2. City and its representatives shall have access to the Premises upon prior notice to inspect the same in order to determine if Operator is using the Premises in accordance with all Environmental Laws and Environmental Permits. Operator agrees to fully cooperate with any such inspections, provided that such inspections shall not unreasonably interfere with Operator's operations. Upon receipt of written notification of noncompliance or upon assertion of a claim by a third party, and at the request of City, Operator shall conduct such testing and analysis as City deems reasonable to ascertain whether Operator is using the Premises in compliance with all Environmental Laws and Environmental Permits. Any such tests shall be conducted by qualified independent experts chosen by Operator, but who shall be subject to City's approval, which shall not be unreasonably withheld. Operator shall provide to City copies of all reports prepared by such experts within a reasonable time after Operator receives each such report.

13.1.3. If Operator fails to comply with any Environmental Law or Environmental Permit or if Operator fails to commence immediate corrective action or required remediation, City may, in addition to the rights and remedies described elsewhere in this Agreement and any other rights and remedies otherwise available to City, enter the Premises and take all reasonable and necessary actions, at Operator's expense, to ensure such compliance with the Environmental Law or Environmental Permit.

13.1.4. In the event of any release or threatened release of Hazardous Materials caused by Operator or any of its agents, employees, invitees, licensees, contractors, or

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subcontractors, and which is required by an applicable Environmental Law or City Rule or Regulation to be reported by Operator, whether as a result of negligent conduct or otherwise, at, on, under or about the Premises or the Airport, or in the event any claim, demand, complaint, or action is made or taken against Operator that pertains to the environment at the Premises or the Airport, or if Operator receives any notice pertaining to Operator's failure or alleged failure to comply with any Environmental Law or Environmental Permit, Operator shall promptly notify City of all known facts pertinent to such release, threatened release, claim, demand, complaint, action, or notice, and shall provide City with a copy of each such claim, demand, complaint, notice, and action. If Operator is required by any Environmental Law, Environmental Permit, or governmental agency to file any notice or report of a release or threatened release of Hazardous Materials at, on, under or about the Premises or the Airport, Operator shall simultaneously provide a copy of such notice or report to City.

13.1.5. Operator shall undertake all necessary steps to remedy and remove any environmental pollution, contamination, condition, or damage to the extent caused by or resulting from the activities or conduct of Operator or any of its agents, employees, invitees, licensees, contractors, or subcontractors on the Premises or at the Airport, whether resulting from negligent conduct or otherwise, as determined by the appropriate governmental agency to be necessary to reasonably protect the public health or safety to the extent required by applicable law, or to bring the Premises or the Airport into compliance with all Environmental Laws and Environmental Permits. Such work shall be performed at Operator's expense. Except in the event of an emergency, such work shall be after Operator submits to City a written plan for completing such work and receives the prior approval of City, which shall not be unreasonably withheld. City shall have the right to review and inspect all such work at any time using consultants and representatives of its choice. The actual cost of such review and inspection shall be paid by Operator. Specific cleanup levels for any environmental remediation work Operator performs shall be designed to meet and satisfy the requirements of all applicable Environmental Laws and Environmental Permits. Operator warrants that all work performed pursuant to this Agreement shall be performed in accordance with all Environmental Laws and Environmental Permits, specifically including without limiting the generality of the foregoing any applicable National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 C.F.R. 61.145.

13.1.6. Notwithstanding the obligations imposed on Operator in paragraph 13.1.5 of this Agreement, City and other Federal, state, and local agencies having jurisdiction shall at all times have the right, should Operator fail to respond to a notification, after a specified cure period, if any, or immediately if necessary to mediate further contamination, to take any and all actions as they may individually or collectively deem appropriate to cease, contain, investigate, remediate, and otherwise respond to a condition which results from, causes, or threatens to cause environmental pollution, contamination, or damage at, under or about the Premises or the Airport. Operator agrees to cooperate with any and all such actions.

13.1.7. City shall not be responsible to Operator or any of its agents, employees, invitees, licensees, contractors, or subcontractors for any environmental condition in existence on the Premises or at the Airport, which condition may interfere with Operator's business or other operations or activities, or which might otherwise

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cause damage to Operator through loss of business, destruction of property, or injury to Operator, its owners, directors, officers, agents, employees, Customers, clients, vendees, invitees, concessionaires, or licensees, except to the extent that any such condition is directly caused by City or its employees.

13.2. Operator's Environmental Indemnity. With respect to Environmental Laws and Environment Permits, Operator agrees as follows:

13.2.1. Without in any way limiting Operator's obligations under paragraph 13 hereof, Operator shall assume the risk of, be responsible for, protect, defend, indemnify and hold harmless City and its past, present and future officers, the members of the Board of City Commissioners, the employees and agents of City, and each of them, including without limitation the Airport Directors of City, and shall hold each and all of them harmless at all times from and against any and all losses, claims, liabilities, damages, costs, and expenses, including reasonable attorney's fees, which may be incurred in connection with any actual, threatened, or potential environmental pollution, contamination, condition, or damage to the extent caused by or resulting from any activity or conduct, or presence of Operator or any of Operator's directors, officers, agents, contractors, subcontractors, or employees at the Airport or from Operator's failure to comply with any Environmental Law or Environmental Permit. Operator is not responsible for pre-existing contamination by the City, or other tenant.

13.2.2. All rights and remedies of City as provided in this Agreement with regard to environmental pollution, contamination, damage, or any actual or threatened violations of any Environmental Law or Environmental Permit shall be deemed cumulative in nature; and City's right to indemnification as provided under this paragraph 13.2 shall survive the termination of this Agreement.

14. **Airport Specific Provisions**.

14.1. City Right to Improve Airport.

14.1.1. City has, has had and shall continue to have the absolute right to develop, expand, improve and renovate the Airport, including but not limited to, its apron and taxiways, the Terminal and other Airport facilities, regardless of the desires or views of Operator and without interference or hindrance from Operator and without any liability to Operator; and City may continue to so develop, expand, improve and renovate the Airport, including but not limited to, its apron and taxiways, Terminal and other Airport facilities throughout the Term of this Agreement.

14.1.2. Upon reasonable notice, during Operator's normal business hours, City shall have the right to enter the Premises to perform any of City's obligations hereunder, exercise any of its rights hereunder or in the exercise of its governmental functions, or in the event of any alteration, improvement or construction on, adjacent to or in the vicinity of the Premises, for purposes related thereto. Notwithstanding the foregoing, in an emergency, City shall have the absolute right to enter the Premises to perform or exercise any of the aforementioned obligations or rights.

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14.1.3. In addition to those rights reserved by City in paragraph 14.1.1 and 14.1.2 above, City reserves the right from time to time as may be reasonably necessary to close, relocate, reconstruct, change, alter or modify Operator's Premises for purposes of maintaining or constructing improvements, modifications or expansions to the Airport, provided that:

a. At least sixty (60) days prior written notice of any such action is given by City to Operator.

b. Reasonably convenient and equivalent alternative premises and adequate means of ingress and egress thereto shall be made available to Operator. Such alternative premises shall be subject to Operator's reasonable approval.

c. Operator shall continue to pay all Charges, and all other payments applicable under this Agreement with respect to its Premises during any such temporary relocation (adjusted for any decrease in square footage); provided, however, that City shall reimburse Operator for the reasonable costs associated with any necessary relocation.

14.2. Reservation of Air Navigation Rights. City reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport, including but not limited to Operator's Premises, for navigation or flight in such airspace for landing on, taking off from, or operating at the Airport. This reservation of air navigation rights is with respect to City's operations authorized under its joint use agreement with the Unites States of America.

14.3. Nondiscrimination. To the extent that the following provisions are applicable to Operator's Premises or activities at the Airport and the inclusion of such provisions is required by law, grant agreement or contract, Operator agrees to observe and comply with such provisions:

14.3.1. Operator agrees that in the operation of its Business at the Airport, it shall not discriminate against any person by reason of sex, race, color, religion, national origin, disability or handicap in the use of any of the facilities provided for the public at the Airport.

14.3.2. Operator, for itself, its successors in interest and assigns, as a part of the consideration therefor, does hereby covenant and agree, as a covenant running with the land, that if facilities are constructed, maintained or otherwise operated on the property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Operator shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

14.3.3. Operator, for itself, its successors in interest and assigns, as a part of the consideration therefor, does hereby covenant and agree, as a covenant running with the land, that:

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a. No person on the grounds of sex, race, color, religion, national origin or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of such facilities;

b. In the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of sex, race, color, religion, national origin or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

c. Operator (whether a grantee, licensee, lessee, permittee, etc.) shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

d. In the event of the breach of any of the above nondiscrimination covenants, City shall have the right to terminate this Agreement and to reenter and repossess the Premises and the facilities thereon, and hold the same as if such Agreement had never been made or issued.

14.3.4. Operator assures City that it shall undertake an affirmative action program if required by Title 14, Code of Federal Regulations, Part 152, Subpart E, to ensure that no person shall, on the grounds of sex, race, color, religion, national origin, or handicap, be excluded from participating in any employment activities covered in Title 14, Code of Federal Regulations, Part 152, Subpart E. Operator assures that no person shall be excluded on these grounds from participating in or receiving the services of any program or activity covered by such Subpart E. Operator assures that it will require that its covered suborganizations to provide assurances to Operator that they similarly shall undertake an affirmative action program and that they shall require assurances from their suborganizations, if and as required by Title 14, Code of Federal Regulations, Subpart E, to the same effect. Operator assures that it shall furnish to the United States government or City, if and as required by law, any and all documents, reports, and records, including, but not limited to, an affirmative action plan, Form EEO-1, the submission of which are required by Title 14, Code of Federal Regulations, Part 152, Subpart E.

14.3.5. To the extent the requirements of Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 27, and Titles II and III of the Americans with Disabilities Act of 1990 apply to the Premises and Operator's facilities thereon or the operation and/or construction or acquisition of any improvement, equipment or facilities by Operator on the Premises or the Airport or any part thereof, such improvement and equipment shall be provided and improvement and facilities shall be designed, constructed, and operated, so that the improvement, equipment or facility is accessible to and usable by handicapped persons. To assure such design, construction and use, Operator will design and construct the improvement, equipment or facility in accordance with the Uniform Federal Accessibility Standards ("UFAS") and/or the American National Standards Institute "Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped" (ANSL A 117.1 1961 [R-1971]), as applicable, which standards are incorporated herein and made a part of this Agreement.

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14.3.6. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Operator, concessionaire or contractor, agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

14.3.7. The Operator, concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 40 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreements.

14.4. Prohibition Against Exclusive Rights. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide rental car services to the public, and City reserves the right to grant to others the privileges and right of conducting any or all activities related to the operations of a rental car concession (subject to paragraph 15).

14.5. Compliance with Security Requirements. Operator agrees to observe all security laws, rules, regulations and requirements of the DHS, FAA, TSA, and City applicable to Operator's operations, as now or hereafter amended or promulgated, including, without limitation, Title 49, Parts 1500 et al., of the Code of Federal Regulations, to the extent applicable to Operator and Operator's activities hereunder.

14.6. Criminal History Background Checks. Operator acknowledges that Operator and its employees, contractors, subtenants and agents may be subject to federal and state criminal history record check requirements under federal, state and/or local laws, as now or hereafter amended or promulgated which laws may require Operator to remove or restrict access of individuals who are not in compliance with the requirements of such laws. Operator agrees to comply with and to require its employees, contractors and agents to comply with all federal, state and local criminal history record check requirements, and any access restrictions imposed thereunder.

14.7. Security Deficiency. Operator shall rectify any security deficiency related specifically to premises under Operator's sole control, as may be determined as such by City, DHS, FAA or TSA. If Operator fails to remedy any such deficiency, City may do so on behalf and on the account of Operator. Operator shall pay to City any costs or expenses incurred by City within thirty (30) days of the date of City's invoice. Operator acknowledges and agrees that City shall have the right to take whatever action is necessary to rectify any security deficiency or other deficiency as may be determined by City, DHS, FAA or TSA.

14.8. Security Systems. City shall have the right to install, operate and maintain security cameras and other similar security devices or systems at the Airport, including locations within Premises, for the purpose of ensuring the safety and security of the Public Airport Facilities. City agrees to coordinate the installation and location of security cameras and other security systems or devices to be located within the Premises with Operator in an effort to avoid disruption of Operator's activities and operations. City shall be responsible for all costs associated with the maintenance and repair to any such Security Systems constructed hereunder. Nothing herein shall limit nor require Operator's right to install its own security systems/cameras within the Premises at Operator's sole cost and expense in addition to any installed by City hereunder.

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14.9. Stormwater. Operator shall comply with the following provisions with respect to stormwater management at or from the Airport:

14.9.1. Notwithstanding any other provisions or terms of this Agreement, Operator acknowledges that certain properties within the Airport, or on City-leased land, are subject to stormwater rules and regulations. Operator agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Airport property and uses thereof.

14.9.2. City and Operator will cooperate to insure compliance with any stormwater discharge permit terms and conditions, as well as to insure safety and to minimize cost of compliance. Operator acknowledges further that it may be necessary to undertake such actions to minimize the exposure of stormwater to "significant materials" generated, stored, handled, or otherwise used by Operator, as such term may be defined by applicable stormwater rules and regulations, by implementing and maintaining appropriate and relevant "best management practices" as that term may be defined in applicable stormwater rules and regulations.

14.10. Federal Right to Reclaim. If a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located for public purposes for a period in excess of sixty (60) days, Operator may terminate this Agreement by providing written notice of such termination to City and the parties shall thereupon be released and fully discharged from any and all liability hereunder arising after such termination or as a result thereof. This paragraph 14.10 shall not act or be construed as a waiver of any rights Operator may have against the United States as a result of such taking.

14.11. City Tax Assessment Right. None of the terms, covenants and conditions of this Agreement shall in any way be construed as a release or waiver on the part of City, as a political subdivision of the State of Florida, or any of the public officials of City, of the right to assess, levy, and collect any ad valorem, non-ad valorem, license, personal, intangible, occupation, or other tax which shall be lawfully imposed on the Airport.

14.12. Right of Flight. City reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises together with the right to cause in such airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of, or flight in, such airspace for landing on, taking off from, or operating on the Airport.

14.13. Operation of Airport. Operator expressly agrees for itself, its sublessees, successors and assigns, to prevent any use of the Premises which would materially adversely affect the operation and maintenance of the Airport, or otherwise constitute a material Airport hazard.

14.14. Release. Operator acknowledges that noise and vibration are inherent to the operation of an Airport and hereby releases City from any and all liability relating to the same.

14.15. Exclusive Rights. Notwithstanding any provision of this Agreement to the contrary, Operator understands and agrees that the rights granted under this Agreement are nonexclusive, other than the exclusive right of use of the Premises, and that City may grant similar privileges to another lessee or other lessees on other parts of the Airport.

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14.16. No Discrimination. Operator for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, creed, color, national origin, sex, sexual orientation, gender identity and expression, familial status, religion, marital status, age, or disability shall be excluded from participation (a) in or denied the use of the Premises; (b) in the construction of any improvements on, over, or under the Premises; or (c) in the furnishing of services. Operator shall use the Premises in compliance with all requirements imposed by or pursuant to Title 49, Part 21 of Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as now or hereafter amended. In the event of the breach of any of the foregoing non-discrimination covenants which breach is not cured within thirty (30) days after written notice by City, City shall have the right to terminate this Agreement and to reenter and repossess such Premises and the facilities hereon, and hold the same as if this Agreement had never been made or issued. This cancellation provision shall not be effective until the procedures of Title 49, Part 21 of the Code of Federal Regulations are followed and completed including exercise or expiration of appeal rights.

15. **Most Favored Nations.**

15.1. If any agreement (the "Other Agreement") granted by the City to any Other Rental Car Company provides for the lease of premises inside the Terminal and the grant of Concession Rights at the Airport contains any Major Terms (as defined below) more favorable to the Other Car Rental Company than the terms and conditions of this Agreement, Tenant shall be entitled to an amendment to this Agreement (the "MFN Amendment") to include such Major Terms for so long as, and subject to the same conditions under which, the Major Terms of such Other Agreement shall be enjoyed by such Other Car Rental Company. In order to constitute an Other Agreement under this paragraph 15, the agreement with the Other Rental Car Company must provide for both the lease of premises inside the Terminal and the grant of Concession Rights at the Airport; therefore, an agreement with an Other Rental Car Company merely providing for the use of the Ready/Return Area (and not any area inside the Terminal) and the grant of Concession Rights to the Other Rental Car Company shall not constitute an Other Agreement. Tenant shall not be entitled to the Major Terms of such Other Agreement without accepting any less favorable terms that may be in such Other Agreement (regardless of whether such less favorable terms are Major Terms), and such favorable Major Terms shall not entitle Tenant to any refund or abatement of any Charges paid or accrued prior to the date of the MFN Amendment. For purposes of this paragraph 15.1, "Major Terms" shall include only the express provisions of paragraphs 2, 4.3, 4.4, 4.7, 5.3, 5.5, 6, 10 and 11 of this Agreement.

15.2. Tenant's sole remedy for a breach of City's obligations under this paragraph 15 shall be an action for specific performance of this paragraph; in no event shall Tenant have a right to terminate this Agreement or to seek monetary damages.

15.3. If the Other Agreement expires or is terminated (regardless of the reason for termination or the party terminating the Other Agreement), the MFN Amendment shall be deemed canceled and the provisions of this Agreement before the MFN Amendment shall thereafter apply.

16. **General Provisions.**

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16.1. Operator As Independent Contractor. It is expressly understood and agreed by and between the parties hereto that Operator is and shall remain an independent contractor responsible to all parties for all of its acts or omissions and City shall be in no way responsible for Operator's acts or omissions.

16.2. Subordination to Governmental Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument or document under which City acquired the land or improvements thereon, of which the Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Operator understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between City and the United States of America or State of Florida, or any of their agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds for the improvement or development of the Airport.

16.3. Governmental Authority. Nothing in this Agreement shall be construed to waive or limit City's governmental authority as a Florida municipality to regulate Operator or its operations. City's obligations under this Agreement are made in a proprietary capacity (rather than in a governmental capacity), and such agreements shall not be construed as: limiting, prohibiting or eliminating the obligation of the parties to comply with all applicable rules, regulations, ordinances, statues and laws; altering or impairing City's governmental functions, including, without limitation, City's right to lawfully exercise its regulatory authority over the development of the Premises; or enabling, permitting, or creating any cause of action or claim arising out of the lawful exercise of City's governmental authority.

16.4. Rights Reserved to City. All rights not specifically granted Operator by this Agreement are reserved to City.

16.5. Invalidity of Clauses. The invalidity of any portion, paragraph, provision, clause or any portion thereof of this Agreement shall have no effect upon the validity of any other part or portion hereof.

16.6. Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of Florida.

16.7. Estoppel Certificates. City or Operator shall have the right to request the other party to provide an estoppel certificate, as described below, without charge, 15 days after the requesting party sends a written notice. This estoppel certificate shall consist of a written statement certifying the following information to the requesting party or to any person specified by that party:

16.7.1. This Agreement is unmodified and in full force and effect; or, if there have been any modifications in this Agreement, this Agreement is in full force and effect as modified, specifying the nature of each modification.

16.7.2. The name and address of the owner of the fee simple estate in the Premises.

16.7.3. The name and address of the owner of the leasehold estate in the Premises.

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16.7.4. The Lease is in full force and effect.

16.7.5. Whether the terms of this Agreement have been assigned, supplemented, modified or otherwise amended and, if so, specifics of the assignment, supplementation, modification or other amendment.

16.7.6. Whether, to the best of the knowledge of the party providing the certificate, each of the obligations on its part to be performed to date under the Lease have been performed.

16.7.7. Whether, to the best of the knowledge of the party providing the certificate, each of the obligations of the other party to this Agreement have been performed to date under the Lease.

16.7.8. Whether Operator has any offsets, counterclaims, defenses, deductions or credits whatsoever with respect to the Lease.

16.7.9. Whether there exists any other agreements (including subordination, non-disturbance and attornment agreements) concerning the Premises, whether oral or written between City and Operator (or their respective predecessors or successors) under this Agreement.

16.7.10. Whether, as of the date of the certificate, any Charge is due from Operator under the Lease.

16.7.11. The following:

a. Amount of Charges currently payable by Operator under the Lease and the date through which such Charges has been paid.

b. Whether City or Operator have assigned the Lease and, if so, the specifics thereof.

16.7.12. As to the certificate to be executed by City, whether City has assigned, conveyed, transferred, sold, encumbered or mortgaged is interest in the Lease or the Premises and, if so, the specifics thereof, and whether any third party has an option or preferential right to purchase all or any of the Premises and, if so, the specifics thereof.

16.7.13. Whether the party providing the certificate has received any written notice of any pending eminent domain proceedings or other governmental actions, or any judicial action of any kind, against such parties' interests in the Premises.

16.7.14. Whether the party providing the certificate has received written notice that it is in violation of any governmental law or regulation applicable to its interest in the Premises and its operation thereon including, without limitation, any Environmental Law or the Americans with Disabilities Act, and whether such party has any reason to believe that there are grounds for any such claim or violation.

16.7.15. Attaching a true and correct copy of the Lease including all amendments thereto.

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16.7.16. Any other information with respect to this Agreement and the Premises that the requesting party shall reasonably request.

16.8. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by City, City will not be liable or responsible for, and there will be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor and materials, theft, fire, public enemy, injunction, court order, requisition of other governmental body or authority, war, governmental laws, regulations or restriction or any other causes of any kind whatsoever which are beyond the reasonable control of City (any or all of the foregoing being referred to as "Force Majeure").

16.9. Matters of Record. This Agreement is subject to all matters of record affecting the Premises.

16.10. Time.

16.10.1. Time is of the essence of all of the provisions and terms of this Agreement.

16.10.2. If a time period is five (5) days or less, intervening Saturdays, Sundays or legal holidays will be excluded from the calculation.

16.10.3. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 p.m. on the next ensuing business day.

16.10.4. For purposes of this Agreement, "legal holiday" means the day set aside by Section 110.117, Florida Statutes, for observing New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, or Christmas Day, and any day upon which the Clerk of the Court of Marion County, Florida, is closed for ordinary business.

16.11. Notices.

16.11.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) delivered by messenger or courier service (e.g., Federal Express, UPS, DHL, etc.), emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by Communication complying with the terms of this paragraph:

a. City: Attn: Airport Director, Ocala International Airport, 750 SW 60th Avenue, Ocala, FL 34474; Fax: 352-629-8887; Email: airport@ocalaairport.com or mgrow@ocalafl.org.

a). With a copy to: Contracting Officer, 110 SE Watula Avenue, 3rd Floor, Ocala, FL 34471; Fax: 352-690-2025; Email: tkimball@ocalafl.org.

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b. Operator: Enterprise Leasing Company of Florida, LLC, Attn: VP/GM, 11034 ATLANTIC BLVD, JACKSONVILLE, FL 32225-2902.

With Copy to: Enterprise Holdings, Attn: Airport Properties & Relations, 600 Corporate Park Drive, St. Louis, MO 63105.

16.11.2. Each such Communication shall be deemed delivered:

a. On the date delivered if by personal delivery;

b. On the date of email transmission if by email; and

c. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; (b) the date upon which delivery is refused; (c) the date upon which Communication is designated by the postal authorities as not having been delivered; or (d) the third business day after mailing.

d. Notwithstanding the foregoing, service by personal delivery, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.

16.11.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.

16.11.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.

16.11.5. Concerning Communications sent by email:

a. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received;

b. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns;

c. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

d. The sender must print the email to establish that is was sent (though it need not do so at the time the email was sent); and

e. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.

16.12. Headings. The headings of the various paragraphs of this Agreement and the Table of Contents are for convenience and ease of reference only, and shall not be construed to

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define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

16.13. Binding Effect. The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns and subtenants, if any. This provision shall not constitute a waiver of any prohibitions against or limitations regarding assignment or subletting.

16.14. Construction. No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Lease. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. If any section, paragraph, sentence, clause, or provision hereof, shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

16.15. Public Entity Crimes. As provided in Sections 287.132 through 287.133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Operator certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

16.16. Scrutinized Companies. As provided in Section 287.135, Florida Statutes by entering into this Agreement or performing any work in furtherance hereof, Operator certifies that it, its affiliates, suppliers, subcontractors and consultants who perform hereunder, have not been placed on the Scrutinized Companies Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes. If City determines, using credible information available to the public, that a false certification has been submitted by Operator, this Agreement may be terminated and a civil penalty equal to the greater of Two Million Dollars ($2,000,000) or twice the amount of this Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

16.17. No Third-Party Beneficiaries. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including without limitation any citizen or employees of City and/or Operator.

16.18. Incorporation by References. All exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by reference.

16.19. RADON. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM CITY'S PUBLIC HEALTH UNIT.

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16.20. Survival. Notwithstanding any early termination of this Agreement, Operator shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Operator hereunder arising prior to the date of such termination or surviving such termination.

16.21. Exclusive Venue. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Marion County, Florida.

16.22. JURY WAIVER. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

16.23. Governing Laws. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.

16.24. Attorney's Fees. If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

16.25. Language. Whenever used in this Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context permits.

16.26. Further Action. Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.

16.27. Waiver.

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16.27.1. A failure to assert any rights or remedies available to a party under the terms of this Agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

16.27.2. No payment by Operator or receipt by City or its agents of a lesser amount than the Charges and other charges stipulated in this Agreement shall be deemed to be other than a payment on account thereof, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and City or its agents may accept such check or payment without prejudice to City's right to recover the balance of the amount due or to pursue any other remedy provided in this Agreement or by applicable Law.

16.28. Entirety of Agreement.

16.28.1. It is the intent of the parties that this Agreement and the Invitation to Negotiate #AIR/190688 (including all addenda, and questions and answers associated therewith) be construed consistently to the extent reasonably possible. In the event of an express conflict between this Agreement and such Invitation to Negotiate and related materials, this Agreement shall prevail.

16.28.2. Except as set forth in paragraph 16.28.1, the parties agree that this Agreement and its Exhibits set forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein.

16.28.3. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

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SIGNATURES START ON NEXT PAGE

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CITY

City of Ocala, a Florida municipal corporation

By: _____
Jay A. Musleh
President, Ocala City Council

Witness

Daphne Robinson

Print Witness Name

Witness

Tiffany Kimball

Print Witness Name

ATTEST:

Angel B. Jacobs
City Clerk

Approved as to form and legality

W. James Gooding III
Assistant City Attorney

Doc ID: ba39738fb5d1e189041017890b6c74fd267dc1ad

OPERATOR

ENTERPRISE LEASING COMPANY OF FLORIDA, LLC, a Delaware limited liability company

By: _____

David LaMonte
Vice President / General Manager

_____
Witness

BRIAN GOLEMO
Print Witness Name

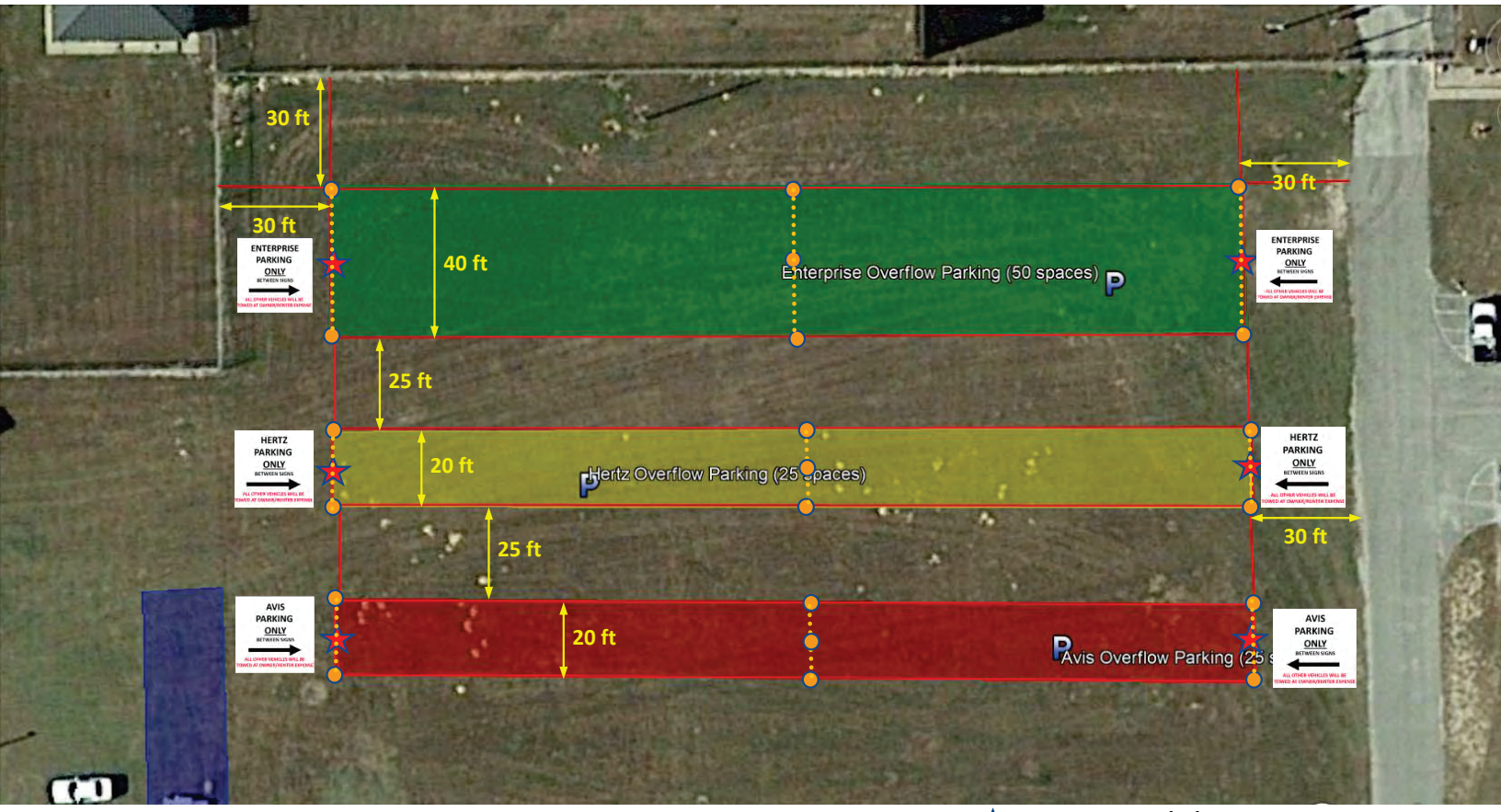
_____
Witness

Elsy Perez
Print Witness Name

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ATTACHMENT 1

RENTAL CAR GRASS FIELD PARKING SPACE ALLOTMENT



- Spaces are 20 feet deep
- Spaces between rows are 25 feet
- Spaces between fences & roadways are 30 feet

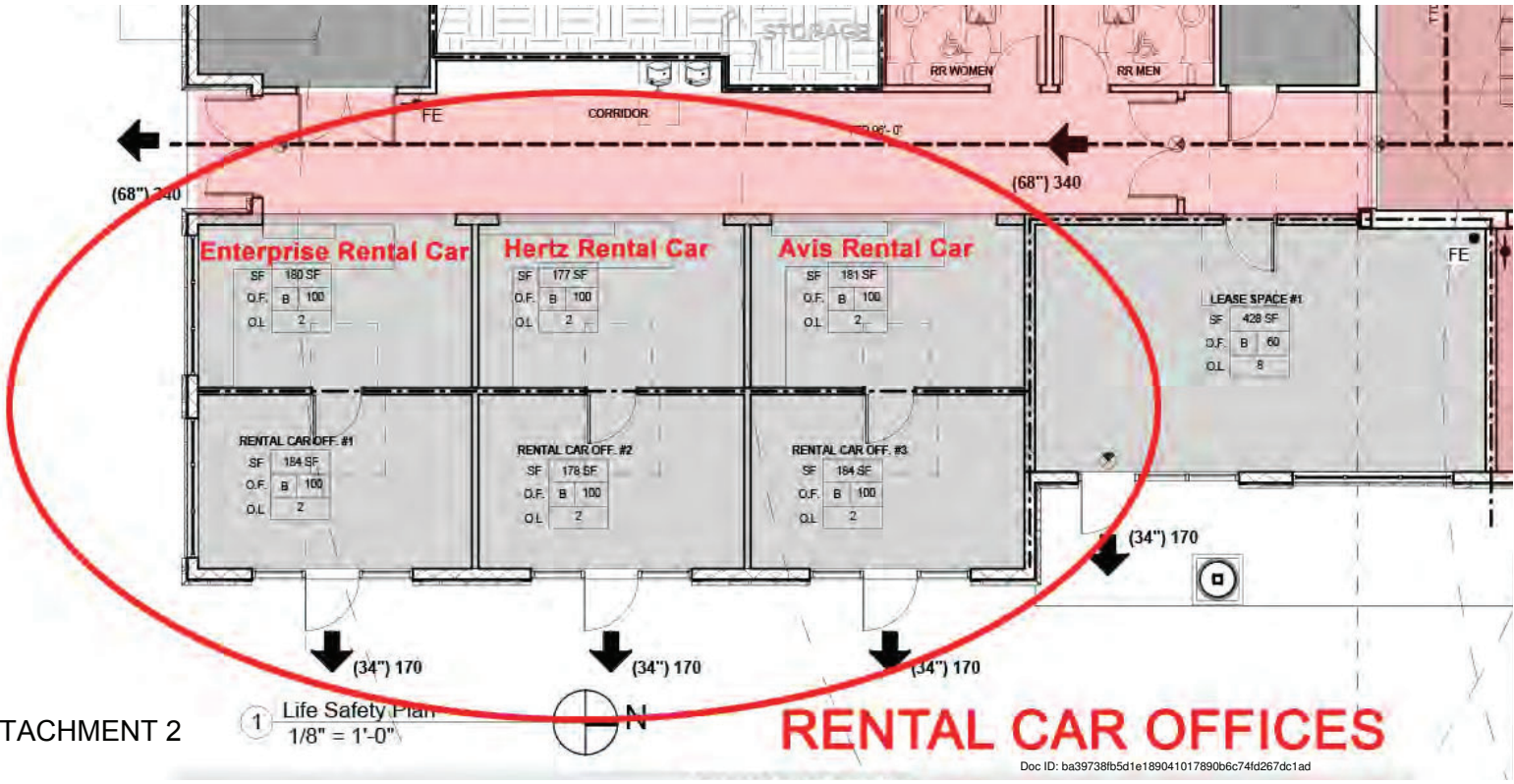
Sign Post (6)

PVC Guide Post (21)

Plastic chain (240 ft)

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ATTACHMENT 2



TITLE	FOR SIGNATURE - Concession Agreement and Lease - Enterprise...
FILE NAME	FINAL FOR SIGNATU...ng Company of.pdf
DOCUMENT ID	ba39738fb5d1e189041017890b6c74fd267dc1ad
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Completed

Document History

SENT	**05** / **19** / **2020** 08:55:04 UTC-5	Sent for signature to Jimmy Gooding (jgooding@ocalalaw.com), Jay A. Musleh (jmusleh@ocalafl.org), Angel B. Jacobs (ajacobs@ocalafl.org), Daphne Robinson (drobinson@ocalafl.org) and Tiffany Kimball (tkimball@ocalafl.org) from drobinson@ocalafl.org IP: 98.180.89.187
VIEWED	**05** / **19** / **2020** 10:17:52 UTC-5	Viewed by Jimmy Gooding (jgooding@ocalalaw.com) IP: 216.255.247.51
VIEWED	**05** / **19** / **2020** 15:53:54 UTC-5	Viewed by Jay A. Musleh (jmusleh@ocalafl.org) IP: 24.250.240.15
VIEWED	**05** / **19** / **2020** 16:31:08 UTC-5	Viewed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
VIEWED	**05** / **20** / **2020** 08:31:38 UTC-5	Viewed by Daphne Robinson (drobinson@ocalafl.org) IP: 98.180.89.187

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURE - Concession Agreement and Lease - Enterprise...
FILE NAME	FINAL FOR SIGNATU...ng Company of.pdf
DOCUMENT ID	ba39738fb5d1e189041017890b6c74fd267dc1ad
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Completed

Document History

VIEWED	**05** / **20** / **2020** 08:32:52 UTC-5	Viewed by Tiffany Kimball (tkimball@ocalafl.org) IP: 216.255.240.104
SIGNED	**05** / **19** / **2020** 15:52:35 UTC-5	Signed by Jimmy Gooding (jgooding@ocalalaw.com) IP: 216.255.247.51
SIGNED	**05** / **19** / **2020** 15:55:29 UTC-5	Signed by Jay A. Musleh (jmusleh@ocalafl.org) IP: 24.250.240.15
SIGNED	**05** / **19** / **2020** 16:31:42 UTC-5	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**05** / **20** / **2020** 08:32:02 UTC-5	Signed by Daphne Robinson (drobinson@ocalafl.org) IP: 98.180.89.187
SIGNED	**05** / **20** / **2020** 08:34:18 UTC-5	Signed by Tiffany Kimball (tkimball@ocalafl.org) IP: 216.255.240.104
COMPLETED	**05** / **20** / **2020** 08:34:18 UTC-5	The document has been completed.

CITY OF OCALA
CITY COUNCIL REPORT

Council Meeting Date: 12/17/19

Subject: Agreement between Enterprise Rental Car and City for approx. $176,535 annually in rent and fees.

Submitted By: Matt Grow

Department: Aviation

STAFF RECOMMENDATION (Motion Ready): Approved Subject to Legal Revi Agenda Item (ID # 13725) three-year lease with Enterprise Leasing Company of Florida LLC. at the Ocala International Airport for annual rent and fees of approximately $176,535

OCALA'S RELEVANT STRATEGIC GOALS: Fiscally Sustainable

PROOF OF PUBLICATION: ITN issued 10/3/2019

BACKGROUND:

Enterprise Car Rental ("Enterprise") has been a long time tenant at the airport renting cars from the original terminal building since 2002. This agreement addresses the expanded parking lot afforded to Enterprise, the new car wash facility, and their new office space inside the new terminal building of 364 sq.ft.

The lease term is for three years with the Airport collecting a fee of 10% their gross sales, less insurance related rental business (insurance agency paid rentals), capped at 35%. Enterprise gross sales equaled $2,547,928 over the last 12 months. The qualified sales (less insurance rentals) is estimated at $1,656,153. The 10% annual concession revenue paid to the airport is estimated at $165,615.

An appraisal conducted by Slack, Johnston & Magenheimer, Inc. determined the gross rental rate of the rental car office space to be $30 per square foot. Enterprise is leasing a total of 364 sq.ft. in the terminal, and will be paying $10,920 annually in addition to the concession fee.

There are two sections of the GA Terminal parking lot used by the rental car companies, general parking for their customers and rental car inventory, as well as a ready/return lot for cars being dropped off or picked up by customers. Based on their gross revenues, Enterprise will be allotted 21 general parking spaces and 17 ready/return lot spaces. They will also be provided with enough unimproved parking space to store approximately 50 cars.

The City Internal Auditor has reviewed and approved the language in this proposed lease that addresses financial reporting of monthly revenues lacking in the previous lease.

FINDINGS AND CONCLUSIONS:

On October 3, 2019, an Invitation to Negotiate (AIR/190688) was released for airport car rental concession services. The Hertz Corporation, Enterprise Leasing Company of Florida LLC. and Avis Budget Car Rental, LLC submitted proposals on November 7, 2019. The City entered into negotiations with all three companies.

Enterprise is a tenant of the airport since 2002 and is in good standing. Out of the three rental car companies based at the airport, Enterprise conducts the most business with twelve month gross sales of $2,547,928. The proposed lease is a gross lease with utilities and maintenance and janitorial included in the rent.

FISCAL IMPACT:
Using last twelve month gross sales, a 10% fee on the qualified sales will provide revenue to the airport of $165,615 in account #451-344-000-000-02-31601. Enterprise will also pay $10,920 in office rent for 364 sq.ft. in account #451-362-000-000-02-36119.

PROCUREMENT REVIEW:
The agreement has been reviewed and approved in compliance with the City's procurement policies.

LEGAL REVIEW: The contract will be reviewed and approved for form and legality by the Assistant City Attorney, W. James Gooding III.

ALTERNATIVE:
Table
Deny

SUPPORT MATERIALS:
Invitiation to Negotiate- Car Rentals at Airport (PDF)
Enterprise Master Agreement with Car Rental Company for ITB 12-12-19 (PDF)

File #: 2026-0835 Agenda Item #: 10o.

Submitted By: Matthew Grow

Presentation By: Matthew Grow

Department: Aviation

FORMAL TITLE:
Three-year renewal of the lease with Avis/Budget Rental Car, LLC, at the Ocala International Airport for annual rent and fees of approximately $310,368

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable, Economic Hub

PROOF OF PUBLICATION:
NA

BACKGROUND:
Avis Budget Car Rental, LLC ("Avis") an existing tenant at Ocala International Airport (the "Airport"), has operated out of the original terminal building since 2002. This most recent amendment exercises the option for a three-year renewal term through January 31, 2029, for the use of 365 square feet of office space in the General Aviation Terminal, use of the car wash facility, and 45 (out of 103) vehicle parking spots.

FINDINGS AND CONCLUSIONS:
On October 3, 2019, the City issued Invitation to Negotiate No. AIR/190688 for the provision of airport car rental concession services. The Hertz Corporation, Enterprise Leasing Company of Florida, LLC, and Avis submitted proposals on November 7, 2019. The City entered into contracts with all three companies. Hertz departed the Airport in 2021.

- AVIS has been a tenant of the Airport since 2003 and is in good standing.
- The lease also accommodates Avis's other brand, "Budget".
- The proposed lease is a gross lease, with utilities, janitorial, and maintenance included in the rent.
- Of the two rental car companies operating at the Airport, Avis conducts the second most business with calendar year 2025 gross sales of $2,966,818.

FISCAL IMPACT:

The Airport collects a fee of 10 percent of its reported gross sales, less insurance-related rental business (insurance agency paid rentals), capped at 35 percent. As a reference, the 2025 10 percent annual concession revenue paid to the Airport was reported as $296,681 in account 451-344-000-000-02-31601.

A December 2025 appraisal conducted by Slack, Johnston & Magenheimer, Inc. determined the gross rental rate of the rental car office space to be $37.50 per square foot. Avis is leasing a total of 365 sq. ft. in the terminal and will be paying $13,687 annually in account 451-362-000-000-02-31191. This is in addition to the concession fee.

The revenues of the two rental car companies combined equate to nearly thirty percent of the total airport revenue budget.

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

SECOND AMENDMENT TO CITY OF OCALA AIRPORT RENTAL CAR CONCESSION AGREEMENT AND LEASE

THIS SECOND AMENDMENT TO AGREEMENT FOR CITY OF OCALA AIRPORT RENTAL CAR CONCESSION AGREEMENT AND LEASE ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **AVIS BUDGET CAR RENTAL, LLC,** a limited liability company duly organized in the state of Delaware and authorized to do business in the state of Florida ("Operator").

WHEREAS, on December 17, 2019, the City Council for the City of Ocala approved an Airport Rental Car Concession Agreement and Lease (the "Original Agreement") with Avis Budget Car Rental, LLC for a term of three (3) years, from February 1, 2020 through January 31, 2023; and

WHEREAS, on April 21, 2023, City and Operator entered into a First Amendment to Rental Car Concession Agreement and Lease to extend the term of the Original Agreement for an additional three (3) year period, from February 1, 2023 through January 31, 2026; and

WHEREAS, the City and Operator now desire to amend the terms in Paragraphs 4.2.4, and 6.3.1 and to extend the term of the Original Agreement, as amended, for an additional three (3) year period.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Operator agree as follows:

1. **RECITALS**. City and Operator hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Operator, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.

3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional three-year term beginning **FEBRUARY 1, 2026** and terminating **JANUARY 31, 2029**.

4. **AMENDMENT TO PARAGRAPH 4.2.3 – PARKING AREA.** Effective February 1, 2026, the language set forth in Paragraph 4.2.3 of the Original Agreement, as amended, shall be deleted and replaced in its entirety with the following:

   Parking Area. City shall provide parking spaces within the portion of the Terminal primary parking lot dedicated to the use of car rental companies, such as Operator, and shall assign to Operator, at a location determined by City in its sole discretion, twenty-five (25) spaces as Operator's Parking Area. During the Term of this Agreement, City may, by providing at least six (6) months' prior written notice to Operator, relocate Operator's Parking Area; provided, however, no such prior notice of relocation shall be necessary in the event of a casualty, force majeure, or national security event outside of City's control.

5. **AMENDMENT TO PARAGRAPH 4.2.4 – READY/RETURN AREA.** Effective February 1, 2026, the language set forth in Paragraph 4.2.4 of the Original Agreement, as amended, shall be deleted and replaced in its entirety with:

   Ready/Return Area. City shall provide an area within the portion of the Terminal parking lot dedicated for the use of car rental companies for the delivery and return of Vehicles, and shall

assign to Operator, at a location within such portion as determined by City in its sole discretion, twenty (20) spaces as Operators Ready/Return Area. During the Term of this Agreement, City may, by providing at least six (6) months prior written notice to Operator, relocate Operator's Ready/Return Area; provided, however, no such prior notice of relocation shall be necessary in the event of a casualty, force majeure, or national security event outside of City's control.

6. **AMENDMENT TO PARAGRAPH 6.3.1 – RENT.** Effective February 1, 2026, the language set forth in Paragraph 6.3.1 of the Original Agreement, as amended, shall be deleted and replaced in its entirety with the following:

   As consideration for the lease of the Premises, Operator shall pay to City annual Rent as follows:

   a. The amount determined by multiplying **THIRTY-SEVEN AND 50/100 DOLLARS times the square footage of the Counter Space** (as determined by City in its reasonable discretion).

7. **NOTICES.** All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Operator:	Avis Budget Car Rental, LLC Attention: David Stark david.stark@avisbudget.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

8. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

9. **ELECTRONIC SIGNATURE(S).** Operator, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.

10. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Ire Bethea, Sr.
City Council President

Approved as to form and legality:

_____

By: _____
(Printed Name)

Title: _____

AVIS BUDGET CAR RENTAL, LLC

_____

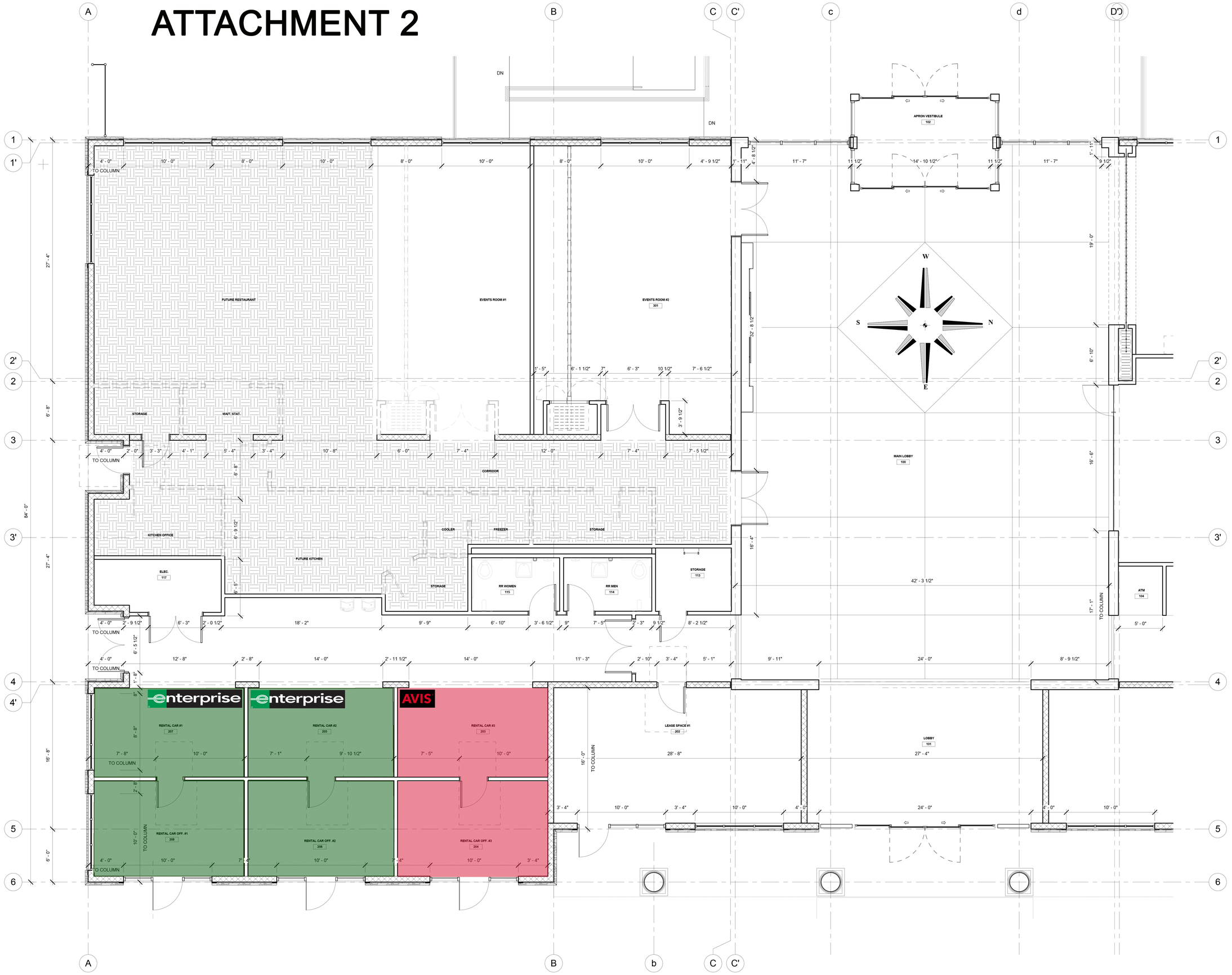
By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

Attachment 1



ATTACHMENT 2



1 Enlarged Floor Plan - Dimension
1/4" = 1'-0"

N

BORRELLI + PARTNERS
ARCHITECTURE PLANNING LANDSCAPE INTERIORS
720 Vassar Street, Orlando Fl. 32804 407.418.1338 :: fax 407.418.1342
AA26001

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Dan-Michael J Trbovich

DANIEL M. TRBOVICH
LICENSE NO. AR98200
STATE OF FLORIDA
REGISTERED ARCHITECT

ITEMS SIGNED AND DATED SEAL

Digitally signed by Dan-Michael J Trbovich
DN: c=US, o=Borrelli and Partners Inc., ou=Borrelli and Parthers Inc., cn=Dan-Michael J Trbovich, 0.9.2342.19200300.100.1.1=A0109800000 1F6FCCC2FA800001434
Date: 2018.10.19 13:48:37 -04'00'

OCALA AIRPORT D/B GENERAL AVIATION TERMINAL BUILDING

CONSULTANTS

SHEET TITLE

ENLARGED FLOOR PLAN - DIMENSION

PROJECT ADDRESS
1770 SW 60TH, OCALA, FL 34474

OWNER NAME AND ADDRESS
OCALA AIRPORT
???

REV.	DESCRIPTION	DATE

PHASE 100% CONSTRUCTION DOCUMENTS

DATE SEPTEMBER 2018

A1.4

P:\Ocala Airport (18-004)\4 - Drawings\A - Active Drawings\1 – B+PLF Local\Ocala Airport DB General Aviation T B_Local_R15(Recovery).rvt

10/19/2018 1:31:15 PM

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OCALA

CONTRACT# AIR/190696

FIRST AMENDMENT TO CITY OF OCALA AIRPORT RENTAL CAR CONCESSION AGREEMENT AND LEASE

THIS FIRST AMENDMENT TO CITY OF OCALA AIRPORT RENTAL CAR CONCESSION AGREEMENT AND LEASE ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **AVIS BUDGET CAR RENTAL, LLC**, a Florida-registered corporation ("Operator").

WHEREAS, on December 17, 2019, the City Council for the City of Ocala approved an Airport Rental Car Concession Agreement and Lease (the "Original Agreement") with Avis Budget Car Rental, LLC, for a term of three (3) years, from February 1, 2020 through January 31, 2023; and

WHEREAS, City and Operator now desire to amend certain terms of the Original Agreement as herein provided and to extend the Original Agreement for an additional three-year term.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Operator agree as follows:

1. **RECITALS.** City and Operator hereby represent and warrant that the Recitals set forth above are true and correct and are incorporated herein by reference as if set forth in full in this paragraph.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Operator is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional three-year term beginning **FEBRUARY 1, 2023** and terminating **JANUARY 31, 2026**.
4. **AMENDMENT TO PARAGRAPH 4.2.6 – GRASSY FIELD**. Effective February 1, 2023, the language set forth in Paragraph 4.2.6 – *Grassy Field* of the Original Agreement shall be deleted and replaced in its entirety with:

   > *Grassy Field.* Following completion of the Terminal Improvements, City shall provide use of a portion of the Grassy Field for use by Operator and other Car Rental Companies, as assigned in the sole discretion of the Airport Director for the purposes set forth in paragraph 4.3.4. Operator shall be entitled to the exclusive use of a portion of the Grassy Field as assigned to Operator by Airport Director even though the entire Grassy Field may be used by Other Car Rental Companies.

5. **AMENDMENT TO PARAGRAPH 6.4.2.b.7**. Effective February 1, 2023, the language set forth in Paragraph 6.4.2.b.7 of the Original Agreement shall be deleted and replaced in its entirety with:

   > Amounts collected for any Vehicle rental billed directly to an insurance company, or to an automobile shop/dealership located in Marion County, Florida, where the rented Vehicle is to be used by the Customer while the Customer's personal vehicle is being repaired. This exclusion is capped at and shall not exceed 35% of Gross Receipts. If the 35% cap set forth herein is exceeded, then Operator shall pay the Percentage Fee at Three Percent (3.00%) times the Gross Receipts for such Gross Receipts exceeding the 35% cap.

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6. **NOTICES.** All notices, certifications or communications required by the Original Agreement, as amended, shall be given in writing and shall be deemed delivered when personally served, or when received if by e-mail or facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed to the respective parties as follows:

If to Operator:

Avis Budget Car Rental, LLC
Attn: David Stark
E-mail: david.stark@avisbudget.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.org

Copies to:

Ocala International Airport
Attn: Airport Director
1770 SW 60th Avenue STE 600
Ocala, Florida 34474
Fax: 352-629-8887
E-mail: airport@ocalaairport.com or
mgrow@ocalafl.org

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.org

7. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

8. **ELECTRONIC SIGNATURE(S).** Operator, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.

9. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

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IN WITNESS WHEREOF, the parties have executed this First Amendment on 4/21/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
James P. Hilty, Sr.
6FD4FC329B6F4DF...

James P. Hilty, Sr.
City Council President

Date: 4/21/2023

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...

William E. Sexton, Esq.
City Attorney

AVIS BUDGET CAR RENTAL, LLC, a Florida-registered company

By: Robert Muhs
(Printed Name)

Title: Vice President
(Title of Authorized Signatory)

Date: 3/10/2023

DocuSign

Certificate Of Completion

Envelope Id: 40AF6BA43CD24C47A236ECF9D8AB4803
Status: Completed
Subject: First Amendment to Rental Car Agreement - Avis (AIR 190696)
Source Envelope:
Document Pages: 3
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Brittany Craven
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
biverson@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
4/19/2023 1:06:25 PM
Holder: Brittany Craven
biverson@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: DocuSign

Signer Events	Signature	Timestamp
William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William E. Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 4/19/2023 1:08:45 PM Viewed: 4/20/2023 4:47:45 PM Signed: 4/20/2023 4:47:51 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
James P. Hilty, Sr. jhilty@ocalafl.org President Security Level: Email, Account Authentication (None)	DocuSigned by: James P. Hilty, Sr. 6FD4FC329B6F4DF... Signature Adoption: Pre-selected Style Using IP Address: 98.180.104.233 Signed using mobile	Sent: 4/20/2023 4:47:52 PM Viewed: 4/21/2023 7:29:54 AM Signed: 4/21/2023 7:30:11 AM
Electronic Record and Signature Disclosure: Accepted: 2/22/2023 9:50:44 PM ID: 14e56788-1409-4fcd-8b7c-ddcc68b32a87		
Angel B. Jacobs ajacobs@ocalafl.org April 19 City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs F82769461C4E4E5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 4/21/2023 7:30:12 AM Viewed: 4/21/2023 9:14:45 AM Signed: 4/21/2023 9:14:55 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/19/2023 1:08:45 PM
Certified Delivered	Security Checked	4/21/2023 9:14:45 AM
Signing Complete	Security Checked	4/21/2023 9:14:55 AM
Completed	Security Checked	4/21/2023 9:14:55 AM

Payment Events	Status	Timestamps

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.

Item Details

File Number: 2023-0936

ID #:	2023-0936	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	8	**In Control:**	City Council
				File Created:	04/05/2023
Presented By: :				**Final Action:**	04/18/2023

rmal Title: Approve lease amendment #1 with Avis Rental Car for three-year lease renewal at the Ocala International Airport for annual rent and fees of approximately $255,736

Internal Notes:

Target Meeting: 04/18/2023

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - First Amendment to Rental Car Agreement, Avis (AIR 190696), RAC Concession, Original Agreement - Airport Concession Lease Agreement - Avis

Enactment Number:

:ommendation:

Hearing Date:

Entered by: mgrow@ocalafl.org

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/18/2023	Approved				Pass

Action Text:

Notes: Council Member Musleh asked how the contract value has increased over the years. Airport Director Matthew Grow responded the concession fee was increased to 10%, and the Avis business has grown significantly.

There being no further discussion the motion carried by roll call vote.

Aye: 5 Council President Mansfield, Council Member Bethea Sr, Pro Tem Dreyer, Council Member Musleh, and Council Member Hilty Sr

Text of Legislative File 2023-0936

Submitted By: Matthew Grow
Presentation By: Matthew Grow
Department: Aviation

STAFF RECOMMENDATION (Motion Ready):
Approve lease amendment #1 with Avis Rental Car for three-year lease renewal at the Ocala International Airport for annual rent and fees of approximately $255,736

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, Fiscally Sustainable

PROOF OF PUBLICATION:
NA

BACKGROUND:
Avis Budget Rental Car, LLC ("Avis/Budget") has been a long-time tenant on the airport, renting cars from the original terminal building since 2003. Budget trucks were added around 2014. A lease agreement was approved in 2019 for their occupancy in the General Aviation Terminal. That lease included 365 square feet of office, associated parking lot, and car wash facility.

The renewal term is for three years.

FINDINGS AND CONCLUSIONS:
Avis is a tenant of the airport since 2003 and is in good standing. The lease also accommodates Avis's other brand, Budget, and their rental truck business. The proposed lease is a gross lease, with utilities, janitorial and maintenance included in the rent.

FISCAL IMPACT:
In CY 2022, a 10% fee on the qualified sales provided revenue to the airport of $244,786 in account #451-344-000-000-02-31601. Avis/Budget continues to pay $10,950 in office rent for 365 sq.ft. in account #451-362-000-000-02-36119.

PROCUREMENT REVIEW:
These services were procured and amendment reviewed in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes

- Table
- Deny

CITY OF OCALA AIRPORT
RENTAL CAR CONCESSION AGREEMENT AND LEASE

BETWEEN

CITY OF OCALA, A FLORIDA MUNICIPAL CORPORATION

AND

AVIS BUDGET CAR RENTAL LLC.

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CITY OF OCALA AIRPORT
RENTAL CAR CONCESSION AGREEMENT AND LEASE

THIS CITY OF OCALA AIRPORT RENTAL CAR CONCESSION AGREEMENT AND LEASE is entered on the Execution Date of December __, 2019, and with an Effective Date (as defined below), by and between:

- City of Ocala, a Florida municipal corporation ("City"); and
- Avis Budget Car Rental LLC. "Operator"), a Florida-registered corporation.

WHEREAS:

A. City operates and maintains the Airport.[1]

B. Having automobile rental services at the Airport is desirable for the proper accommodation of pilots, passengers, members of the public, and other Customers at the Airport.

C. Operator is engaged in the Business of providing motor vehicle rental services to pilots, passengers, members of the public, and other Customers at airports and elsewhere.

D. City desires to lease certain Premises, and to grant certain Concession Rights, to Operator in order to make Operator's Business available at the Airport.

E. Operator desires to lease the Premises, and to obtain the Concession Rights, to allow Operator to operate its Business.

F. In consideration of leasing of the Premises and obtaining such Concession Rights from City, Operator is willing to make certain covenants and assume and undertake certain terms, conditions and obligations under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms, privileges and obligations set forth herein, City and Operator hereby covenant and agree, for themselves, their successors and assigns, as follows:

1. **Definitions**.

1.1. Generally. Except as otherwise clearly indicated by the context, the words and phrases defined in this paragraph will have the following meanings when used elsewhere in this Agreement.

1.1.1. *Airport* – The Ocala International Airport as it presently exists and as it is hereinafter modified or expanded.

1.1.2. *Airport Director* – The Airport Director as appointed by City, any successor or successors to the duties of such official, or any other person specifically designated to act on behalf of such Airport Director.

[1] Terms capitalized herein and not previously defined herein are defined in paragraph 1 below.

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1.1.3. *Airport Rules and Regulations* – The Rules and Regulations adopted by the City of Ocala in 2011 governing the Airport, as now or hereafter amended, and any successor ordinance or resolution regulating activities or operations on the Airport.

1.1.4. *Car Rental Company* – Any business that, directly or indirectly, provides, procures and/or brokers rental vehicles as part of its business and/or conducts, facilitates, and/or manages vehicle rental activities as part of its business. This includes, but is not limited to, traditional rental car businesses, brokers for car rental businesses, rental car delivery companies, peer-to-peer car rental businesses and car sharing businesses.

1.1.5. *Charge* – The Concession Privilege Fee, Rent and any other amounts owed to City under this Agreement as set forth herein.

1.1.6. *Common Areas* – The portions of the Airport, including the Terminal, made available by City for the common use and benefit of pilots, passengers, members of the public, and other persons (including other motor vehicle rental companies). The location of the Common Areas, both before and after the construction of the Terminal Improvements, shall be determined by City in its sole discretion.

1.1.7. *Concession Privilege Fee* – The portion of the Charges to be paid by Operator to City as consideration for the Concession Right and, as set forth in greater detail in paragraph 6.6, consisting of the greater of the: (a) Minimum Annual Privilege Fee; or (b) Percentage Fee.

1.1.8. *Concession Right* – The right to engage in Operator's Business at the Airport pursuant to this Agreement, including paragraph 5.1.

1.1.9. *Counter Space* – The counter, office and counter queue area referred to in paragraph 4.3.1 and located as set forth in paragraph 4.2.2.

1.1.10. *Customer* – A pilot, passenger, member of the public or other person desiring to lease Vehicles or obtained related services from Operator as permitted under this Agreement.

1.1.11. *Customer Agreement* – An agreement between Operator and a Customer for the lease of a Vehicle by Operator to such Customer.

1.1.12. *Effective Date* – As set forth in paragraph 2.2.

1.1.13. *Environmental Laws* – Every applicable law, ordinance, rule, regulation, permit, permit condition, order, and directive regulating, relating to, or imposing liability standards of conduct, relating with respect to any Hazardous Materials, or to environmental matters, including, without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses, or injuries resulting from the release or threatened release of any Hazardous Materials, or regulating or relating to the generation, use, storage, transportation, or disposal of any Hazardous Materials.

1.1.14. *Environmental Permits* – All permits, licenses, approvals, authorizations, consents, and registrations required by any Environmental Laws, whether Federal, state or

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local, which pertain to the production, use, treatment, generation, transportation, processing, handling, disposal, or storage of any Hazardous Materials.

1.1.15. *Execution Date* – The date this Agreement is executed by the last of the parties hereto.

1.1.16. *Existing Terminal* – The terminal building at the Airport as it presently exists.

1.1.17. *FAA* – The Federal Aviation Administration or any successor agency.

1.1.18. *Grassy Field* – The unpaved portion of the Airport immediately to the north of the Parking Area as referred to in, and as to be used pursuant to, paragraph 4.2.6.

1.1.19. *Gross Receipts* – As defined in paragraph 6.4.2.

1.1.20. *Hazardous Materials* – Friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum, or crude oil or any fraction thereof, natural gas, source material, special nuclear material, and byproduct materials regulated under Environmental Laws, pesticides regulated under Environmental Laws, and any hazardous waste, toxic or dangerous substance or related material, including any material defined or treated as a hazardous substance, hazardous waste, toxic substance, or contaminant (or comparable term) under any of the Environmental Laws.

1.1.21. *Lease Month* – Each month, with the first Lease Month beginning on the Effective Date of this Agreement and ending at midnight on the day preceding the day which is one month thereafter. If hereafter agreed to between Airport Director and Operator in writing, the Lease Months can commence on the first day of each calendar month and end on the last day of such calendar month, whereupon Charges for any partial calendar month shall be prorated.

1.1.22. *Lease Year* – Each period of twelve (12) consecutive Lease Months.

1.1.23. *Maintenance or Repairs and Maintenance* (or similar terms, and regardless of the tense of such phrase or whether the phrase is capitalized) – When used in connection with maintenance, or repairs and maintenance, of the Premises, a portion thereof, or any improvements, fixtures or equipment thereon, means the maintenance, repair or replacement of the specified item in good condition and working order, including, without limitation, ordinary or routine maintenance, repairs or replacement, extraordinary maintenance, repairs, rebuilding, or replacement, and repair, maintenance or replacement of capital or structural items.

1.1.24. *Minimum Annual Privilege Fee* – For each Lease Year, the amount determined as set forth in paragraph 6.5.

1.1.25. *Minimum Standards* – The Minimum Standards for Commercial Aeronautical Activities at Ocala International Airport as revised July 2012, as now or hereafter amended and any successor general aviation minimum standards adopted for the Airport, which is hereby incorporated herein by this reference. When any provision of this Agreement refers to a specific provision (e.g., a Section) of the current Minimum Standards, and, by virtue of a subsequent amendment to the Minimum

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Standards, such reference is no longer accurate, the reference shall be deemed to refer to the provision in the amended Minimum Standards that deals with the subject of the current Minimum Standards. Notwithstanding the foregoing, however, no modification of the Minimum Standards shall serve to amend the Term, Charges or the categories of Permitted Uses.

1.1.26. *New Terminal* – The terminal building at the Airport after it is modified pursuant to the Terminal Improvements.

1.1.27. *Operator Improvements* – All buildings, structures, pavements, facilities, and other improvements, above and below ground, constructed by Operator upon the Premises during the Term.

1.1.28. *Operator Recovery Surcharge* – As described in paragraph 5.5 of this Agreement.

1.1.29. *Operator's Business* – Operator's business of providing motor vehicle rental services to Customers.

1.1.30. *Other Car Rental Companies* – Lessees of the Airport that: (a) engage in businesses substantially similar to that of Operator; or (b) constitute a Car Rental Company as defined in paragraph 1.1.4.

1.1.31. *Parking Area* – The portion of the Airport used for parking of Vehicles and other uses as referred to in paragraph 4.3.2, and located as set forth in paragraph 4.2.3.

1.1.32. *Percentage Fee* – The amount due to City from Operator pursuant to paragraph 6.4.

1.1.33. *Person* – Any individual, partnership, joint venture, association, corporation, limited liability company, trust or other entity.

1.1.34. *Premises* – As defined in paragraph 3.1.

1.1.35. *Ready/Return Area* – The portion of the Airport used for the delivery and return of Vehicles, and located as set forth in paragraph 4.2.4.

1.1.36. *Rent* – The portion of the Charges to be paid by Operator to City as consideration for the lease of the Premises, as set forth in greater detail in paragraph 6.3.

1.1.37. *Term* – As defined in paragraph 2.

1.1.38. *Terminal* – The Existing Terminal or New Terminal (as the context so dictates).

1.1.39. *Terminal Improvements* – The renovation of the Existing Terminal by City pursuant to paragraph 4.

1.1.40. *Vehicles* – Motor vehicles or trailers rented, or available for renting, by Operator to its Customers in connection with its Business.

1.1.41. *Wash Area* – The portion of the Airport used for washing of Vehicles as referred to in paragraph 4.3.3 and located as set forth in paragraph 4.2.5.

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1.2. Additional Definitions and Rules of Construction. The definitions in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine and neuter forms. The term "person" includes individuals, partnerships, corporations, limited liability companies, trusts, and other entities and associations. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereof," "hereunder," and similar terms shall refer to this Agreement, unless the context otherwise requires. The use of verb to describe the act of performing a defined noun shall be interpreted in light of the definition of the noun; for example, to "maintain" a building means to perform maintenance on the building as "maintenance" is described in paragraph 1.1.23 and the "maintaining" of a building means the performing of such "maintenance."

2. **Term**.

2.1. Term. The term ("Term") of this Agreement shall begin on the Effective Date and shall expire three (3) years after the Effective Date. Lease may be renewed for additional three-year (3-year) terms upon written consent of the parties memorialized as an amendment to this Agreement.

2.2. Effective Date.

2.2.1. The Effective Date shall be February 1, 2020.

2.2.2. Upon request of City or Operator, City and Operator will execute a document acknowledging, or exchange emails confirming, the Effective Date of this Agreement.

2.2.3. City shall use good faith reasonable efforts to permit Tenant access to the Premises prior to the Effective Date so that Tenant may prepare them for use by Tenant under this Agreement; all provisions of this Agreement shall govern such access by Operator except that Operator shall not be required to pay any Charges for any access to the Premises prior to the Effective Date.

2.3. Early Termination by Operator. Notwithstanding paragraph 2.1, Operator may terminate the Term of this Agreement by providing written notice of such termination to City at least 90 days before the Effective Date of the termination.

2.4. Holding Over. If Operator remains in possession of all or any portion of the Premises after the expiration or termination of this Agreement, by lapse of time or otherwise, following notice from City indicating its intention to have Operator quit and vacate the Premises as of that date, such holding over shall constitute the creation of a tenancy at sufferance, terminable by City at any time upon thirty (30) days written notice to Operator. During such holdover tenancy at sufferance, Operator shall pay Rent applicable to its period of occupancy, in the amount of double the Rent due under paragraph 6, as authorized by Section 83.06, Florida Statutes, in addition to all other Charges due under this Agreement.

3. **Lease and Grant of Concession Rights**.

3.1. City hereby leases to Operator, and Operator hereby leases from City, the following (the "Premises") at the Airport:

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3.1.1. For Operator's exclusive use, the Counter Space.

3.1.2. For Operator's exclusive use, the Parking Area.

3.1.3. For Operator's non-exclusive use, the Wash Area.

3.1.4. For Operator's non-exclusive use, the Common Areas.

3.1.5. For Operator's exclusive use, the Ready/Return Area (following completion of the Terminal Improvements only).

3.1.6. For Operator's non-exclusive use, the Grassy Field.

3.2. City hereby grants to Operator, and Operator accepts from City, certain Concession Rights to permit Operator to conduct its Business at the Airport.

3.3. The lease of the Premises, and the grant of the Concession Rights, involve somewhat distinct rights and obligations, but are related as set forth in this Agreement and the following provisions:

3.3.1. Any breach of this Agreement by any party concerning the lease of the Premises shall constitute a breach concerning the Concession Rights, and vice versa.

3.3.2. Any termination of the lease of the Premises shall terminate the Concession Rights, and vice versa.

4. **Lease of Premises.**

4.1. Premises. The Premises shall consist of the following:

4.1.1. For Operator's exclusive use, the Counter Space.

4.1.2. For Operator's exclusive use, the Parking Area.

4.1.3. For Operator's non-exclusive use, the Wash Area.

4.1.4. For Operator's non-exclusive use, the Common Areas.

4.1.5. For Operator's exclusive use, the Ready/Return Area (following completion of the Terminal Improvements only).

4.1.6. For Operator's non-exclusive use of the Grassy Field.

4.2. Locations of Premises.

4.2.1. *Generally.* As of the Execution Date, City is in the process of constructing a new Terminal pursuant to plans and specifications (the "Plans") developed by City (the "Terminal Improvements").

4.2.2. *Specific Requirements.* The Terminal Improvements shall include approximately 365 square feet for the Counter Space, but shall otherwise be located and configured as determined by City in its sole discretion.

a. During the Terminal Improvements, City shall complete the "shell" of the Counter Space by constructing electric facilities, the structural system for the counters, and the ceiling, and providing basic flooring.

b. Operator shall be responsible for "finishing" the Counter Space including any improvements to the flooring and the counters.

4.2.3. *Parking Area*. Following completion of the Terminal Improvements, City shall provide parking spaces within the portion of the Terminal primary parking lot dedicated to the use of car rental companies, such as Operator, and shall assign to Operator, at a location determined by City in its sole discretion, twenty-three (23) spaces as Operator's Parking Area. During the Term of this Agreement, City may, by providing at least six (6) months' prior written notice to Operator, relocate Operator's Parking Area; provided, however, no such prior notice of relocation shall be necessary in the event of a casualty, force majeure, or national security event outside of City's control.

4.2.4. *Ready/Return Area*. Following completion of the Terminal Improvements, City shall provide an area within the portion of the Terminal parking lot dedicated for the use of car rental companies for the delivery and return of Vehicles, and shall assign to Operator, at a location within such portion as determined by City in its sole discretion, eighteen (18) spaces as Operator's Ready/Return Area. During the Term of this Agreement, City may, by providing at least six (6) months' prior written notice to Operator, relocate Operator's Ready/Return Area; provided, however, no such prior notice of relocation shall be necessary in the event of a casualty, force majeure, or national security event outside of City's control.

4.2.5. *Wash Area*. Following completion of the Terminal Improvements, City shall provide an area at the Airport sufficient in size for the washing and vacuuming of three (3) cars for use by Operator and Other Car Rental Companies. During the Term of this Agreement, City may, by providing at least six (6) months' prior written notice to Operator, relocate the Wash Area; provided, however, no such prior notice of relocation shall be necessary in the event of a casualty, force majeure, or national security event outside of City's control.

4.2.6. *Grassy Field*. Following completion of the Terminal Improvements, City shall provide use of a portion of the Grassy Field for use by Operator and other Car Rental Companies. Grassy Field may be used for the purposes set forth in paragraph 4.3.4. A portion of the Grassy Field assigned to Operator shall equal approximately one-quarter of the area of the Grassy Field; Airport Director shall assign such portion to Operator. Operator shall be entitled to the exclusive use of such portion even though the entire Grassy Field may be used by Other Car Rental Companies.

4.2.7. *Reallocation.* At the end of each year, the Airport Director shall review the amount of Concession Privilege Fees paid by Operator and all Other Car Rental Companies, and shall establish a percentage of the total Concession Privilege Fees paid by each Car Rental Company. If the number of spaces assigned to each Car Rental Company in the Parking Area, Ready/Return Area and Wash Area (but not the Grassy Field) are disproportional, the Airport Director shall reallocate the

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spaces such that the number of spaces equals the percentage of each Car Rental Company's Concession Privilege Fees.

4.3. Use of Premises. Operator may use the Premises under this Agreement for the following purposes and for no other purpose or purposes whatsoever, unless agreed to in writing and fully executed by the parties:

4.3.1. *Counter Space*. Operator's Counter Space may be used for processing Customer rental and return transactions, including the processing of Customer Agreements and for general office and administrative purposes related to the operation of Operator's Business.

4.3.2. *Parking Area*. Operator's Parking Area will be used for the short-term parking of Operator's authorized Vehicles awaiting rental and delivery to Customers, the parking of such Vehicles after their return and prior to their being washed and again made ready for rental, and the parking of Customer's Vehicles while they are engaging in business with Operator. If Operator leases Vehicles for moving goods, City may require that such Vehicles be parked elsewhere on the Airport and not in Operator's Parking Area in the Terminal's primary parking lot; such additional location shall be thereafter considered to be included in Operator's Parking Area under this Agreement.

4.3.3. *Wash Area*. Operator's assigned space within the Wash Area will be used to wash Operator's Vehicles prior to their delivery to the Parking Area or following their return to Operator.

4.3.4. *Grassy Field*. Operator's portion of the Grassy Field may be used by Operator for vehicular storage, overflow parking and such other uses as permitted by City in its sole discretion.

4.4. Prohibited Uses, Products and Services. Operator agrees that the Premises shall be utilized solely for the uses permitted herein, or as otherwise approved by City in writing, and for no other purpose whatsoever. Without limiting the foregoing:

4.4.1. Operator may not utilize the Premises for, or engage in, the uses prohibited under the Minimum Standards.

4.4.2. Operator shall not provide any products or services that are not specifically authorized by this Agreement or otherwise approved by City in writing.

4.4.3. Operator shall not engage in any activities prohibited by paragraph 4.7.3.

4.5. Compliance with Minimum Standards. Operator agrees to comply with the requirements set forth in the Minimum Standards applicable to Operator's operations at the Airport. In the event of a conflict between this Agreement and the Minimum Standards, Operator acknowledges and agrees that the more stringent requirement shall apply to Operator's operations hereunder, as determined by City.

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4.6. Condition and Use of the Premises.

4.6.1. Except as expressly set forth in this Agreement, City is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the Premises, including, but not limited to, zoning, tax consequences, physical conditions, availability of access, ingress or egress, operating history or projections, valuation, governmental approvals, governmental regulations, or any other matter or thing relating to or affecting the Premises including, without limitation, the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the Premises. Operator agrees that with respect to the Premises, Operator has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of City or any agent of City. Operator represents that it is relying solely on its own expertise and that of Operator's consultants, and that Operator has conducted such inspections and investigations of the Premises, including, but not limited to, the physical conditions thereof, and shall rely upon same, and, shall assume the risk that adverse matters, including, but not limited to, adverse physical conditions, which may not have been revealed by Operator's inspections and investigations. OPERATOR ACKNOWLEDGES AND AGREES THAT OPERATOR HAS ACCEPTED THE PREMISES "AS IS, WHERE IS," WITH ALL FAULTS, AND WITH NO ORAL AGREEMENTS, WARRANTIES, OR REPRESENTATIONS (EXCEPT AS SPECIFICALLY PROVIDED HEREIN) COLLATERAL TO OR AFFECTING THE PREMISES BY CITY, ANY AGENT OF CITY OR ANY THIRD PARTY ACTING FOR ON BEHALF OF CITY. City is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Premises furnished by any real estate broker, agent, employee, servant, or other person, unless the same are specifically set forth or referred to in this Agreement.

4.6.2. The provisions of paragraph 4.6.1 shall apply to the Premises in their current location and to any relocation of the Premises pursuant to this Agreement following Operator's occupancy thereof.

4.7. Operator's Obligations With Respect to the Use of the Premises.

4.7.1. In the conduct of its business, Operator covenants and agrees to restrict its activities on the Premises to only those authorized by this Agreement and shall not use or permit the use of the Premises for any other purpose, nor shall it vacate the Premises prior to the termination or expiration of this Agreement unless authorized in writing in advance by City. Operator shall use the Premises solely for the rental of Vehicles to Customers, and for the provision of services and equipment reasonably and directly associated with the rental of Vehicles, as specifically authorized in this Agreement.

4.7.2. Except for its signs identifying Operator's Business approved in advance by City and except as otherwise authorized by City in writing, Operator shall not display nor shall it permit others to display any signs, brochures, racks, promotional materials or similar items on or about the Premises or elsewhere within the Terminal or the Airport.

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4.7.3. Operator shall not use the Premises, or any other portion of the Airport, for the following without City's express written consent:

a. Selling used Vehicles.

b. Servicing any Vehicles (except for emergency repairs necessary to remove such Vehicles from the Airport (e.g., "jumping" the battery of a Vehicle)).

c. Fueling any Vehicles.

4.7.4. Operator shall promptly remove all damaged, destroyed or inoperable Vehicles from the Premises and the Airport.

4.8. Common Areas.

4.8.1. As set forth in paragraph 3.1.4, the Premises include the Common Areas.

4.8.2. Throughout the Term hereof, City shall operate and maintain the Common Areas for the use and benefit of the occupants of the Airport and their customers, employees and invitees. City shall at all times have exclusive control of the Common Areas and may at any time and from time to time: (a) temporarily close any part of the Common Areas; and (b) make such changes in the Common Areas as in its reasonable opinion are in the best interests of the City or Airport's occupants, including but not limited to changing the location of walkways, service areas, driveways, entrances, existing automobile parking spaces and other facilities, changing the direction and flow of traffic and establishing prohibited areas.

4.8.3. Operator shall keep all Common Areas free of obstructions created or permitted by Operator. Operator shall permit the use of the Common Areas only for normal uses. If in City's opinion unauthorized persons are using any of the Common Areas because of Operator's occupancy of the Premises, Operator shall, upon City's demand, enforce City's rights against all such unauthorized persons. City shall nonetheless have the right at any time to remove or restrain any such unauthorized persons from the Common Areas.

5. **Concession Rights.**

5.1. Concession Rights Granted. City grants to Operator the following Concession Rights, and Operator assumes all of the following as part of its obligation to operate its Business from the Premises and the Airport:

5.1.1. The privilege to rent passenger-type Vehicles to the public on the Airport; the privilege to offer for sale related loss and collision damage waiver protection, personal injury and accident insurance, supplemental liability, uninsured motorist, and personal effects insurance; and the privilege to offer Customer services, including but not limited to, refueling services, baby car seats, cellular/digital phones, and other related rental equipment. All additional rights shall be approved in writing, fully executed by City from time to time.

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5.1.2. Operator's Business shall be operated under the following brand name(s) for the Term of this Agreement: Hertz Car Rental. Operator cannot change or operate additional brands at the Premises or from the Airport during the Term of this Agreement. If Operator shall, at any time, cease to operate the Business under the Operator's brand name specified in this paragraph 5.1.2, then this Agreement and Operator's Business privileges at the Airport shall be subject to termination upon thirty (30) days advance written notice to Operator from the City.

5.1.3. The privilege for Operator's employees to use, in common with other employees on the Airport, the employee parking facilities provided by City, at such charges as City may, from time to time, establish for employees using the employee parking facilities. Operator's employees may not park in Operator's assigned space in the Parking Area.

5.1.4. All rights and privileges not specifically granted to Operator in this Agreement shall be reserved to City.

5.2. Non-Exclusive Privileges. Except for Operator's exclusive use of certain of the Premises, the Concession Rights granted under this Agreement are non-exclusive. By entering into this Agreement, Operator acknowledges that City has entered into similar agreements with other rental car companies for similar services at the Airport. City reserves the right to enter into agreements with other companies providing rental car services from "on" or "off" Airport locations, if City determines that it is in its best interest to do so.

5.3. Standards of Service.

5.3.1. Operator shall offer for rental to the public only popular-make passenger Vehicles of recent manufacture (not more than two (2) model years old). It is Operator's obligation to maintain all the Vehicles offered for rental in good and safe operating order, free from known mechanical defects, and to keep the Vehicles in a clean, neat, and attractive condition inside and out. Operator shall at all times maintain a sufficient number of Vehicles to meet reasonably foreseeable demands of the traveling public at the Airport.

5.3.2. Operator shall accept at least three (3) nationally recognized credit cards for payment of automobile rentals; and provide or have access to a national reservation system for its rental services at the Airport.

5.3.3. Operator shall maintain a sufficient number of trained personnel to insure that Operator's Customers will receive prompt and courteous service at all times. All personnel of Operator, while on or about the Premises or elsewhere at the Airport, shall be polite, clean and neat in appearance, and appropriately attired.

5.3.4. Operator shall not misrepresent to the public its prices or the terms and provisions of its Customer Agreements or those of its competitors. Operator shall comply with all applicable rules and regulations of the Federal Trade Commission and all other governmental agencies having jurisdiction over Operator's business operations. Operator shall fully inform each Customer, prior to the execution of such Customer's Customer Agreement, of all fees and charges applicable to such Customer's rental. City will give advance notice to Operator that City considers a certain practice to be unlawful, deceptive or discriminatory and Operator shall

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have an opportunity to respond to the allegation. If City determines, after notice and opportunity for Operator to comment, that any of Operator's business practices are unlawful, deceptive, or discriminatory, Operator shall immediately cease such practices upon receipt of a written order to do so from City.

5.3.5. Operator shall at all times maintain the Premises and its improvements and other personal property located on the Premises in a safe, clean, orderly, attractive and first-class condition satisfactory to City. Any sign or other item on the Premises which City deems to be offensive to the public shall, upon notice from City, be promptly and permanently removed from the Premises by Operator. Operator shall not permit any nuisance, waste or damage to be committed on the Premises or elsewhere at the Airport.

5.3.6. Operator shall conduct its Business from the Premises at least between the hours of 8 a.m. and 6 p.m., excluding weekends and holidays; for purposes of this Agreement, "holiday" means the day set aside by Section 110.117, Florida Statutes, for observing New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, or Christmas Day, and any day upon which the Clerk of the Court of Marion County, Florida, is closed for ordinary business. Nothing set forth herein shall preclude Operator from conducting its Business from the Premises during additional days or hours.

5.3.7. The management, maintenance and operation of the Business shall at all times be under the supervision and direction of a qualified experienced full-time resident manager who shall at all times be subject to the direction and control of Operator. Operator shall assign the manager an office on the Premises and the manager shall be available during regular business hours. Operator shall at all times during the absence of the manager assign or cause to be assigned a qualified subordinate as manager to assume and be directly responsible for carrying out the duties of the manager.

5.4. Non-Diversion of Business. Operator covenants, warrants and agrees that it will not divert business and/or Gross Receipts from Operator's rental car Business at the Airport. Diversion shall include, but not be limited to, Operator advising or suggesting to a Customer or potential Customer arriving at the Airport or pre-arranging a car rental prior to or upon arrival at the Airport that such Customer or potential Customer rent a vehicle or take delivery of a vehicle at any off-Airport location, regardless of the reason.

5.5. Operator Recovery Surcharge. "Operator Recovery Surcharge" means any surcharge or any amount that Operator separately states and charges its Customers to recover the amount of the Percentage Fee that is payable under this Agreement. Operator acknowledges that its payment to City under this Agreement is for Operator's use of facilities and grant of Concession Rights at the Airport, and that those payments do not reflect a fee that is imposed by City upon Customers renting Vehicles from Operator. Operator understands that City does not encourage nor support the practice of transferring Operator's obligation for payment of the Percentage Fee due under this Agreement to its Customers. Operator is prohibited from stating or implying, in writing or verbally, that the City or the Airport imposes or approves of any direct charge to its Customers, including any surcharge that Operator passes on to its Customers to recoup the Percentage Fee. Operator is prohibited from misrepresenting to the public its prices or the terms and provisions of its Customer

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Agreement or those of its competitors, either verbally or in writing. If Operator recovers from or charges its Customers the Percentage Fee, that charge shall be clearly and separately stated in writing immediately adjacent to Operator's time and mileage and other charges on the Customer's Customer Agreement and invoice, shall not be described as a tax, and shall be no greater than eleven and 11/100 percent (11.11%) of the Gross Receipts resulting from such Customer Agreement. Such Operator Recovery Surcharge shall also be included within Gross Receipts subject to the Percentage Fee under this Agreement.

6. **Charges.**

6.1. Generally. Operator shall pay City, as and when set forth in this paragraph 6, Charges as follows:

6.1.1. The Rent as set forth in paragraph 6.3.

6.1.2. The Concession Privilege Fee which, as set forth in greater detail in paragraph 6.6, shall be the greater of:

a. The Percentage Fee as determined under paragraph 6.4.

b. The Minimum Annual Privilege Fee as determined under paragraph 6.5.

6.2. Manner of Payment. Operator agrees to pay all Charges due under this Agreement, plus applicable sales tax and such other taxes as City may be required to collect on any payments made hereunder, in lawful money of the United States of America, without invoice, unless invoicing is otherwise required hereunder, without further notice or demand, without deduction or setoff.

6.3. Rent.

6.3.1. As consideration for the lease of the Premises, Operator shall pay to City annual Rent as follows:

a. During the first Lease Year, the amount determined by multiplying Thirty and No/100 Dollars ($30.00) times the square footage of the Counter Space (as determined by City in its reasonable discretion).

6.3.2. The Rent is payable in advance without City's demand on the first day of each calendar month during the Term. Installments of one-twelfth (1/12) of the annual Rent as set forth in paragraph 6.3.1. Any references in this Agreement to Rent shall also be deemed to refer to any monthly installment thereof.

6.3.3. If the Effective Date is a day other than the first day of a calendar month, or if the Term terminates on a day other than the last day of the calendar month, the Rent shall be prorated on a daily basis.

6.3.4. All Rent shall be paid to City without set-off or withholding for any reason.

6.3.5. At the time Rent payments are made, the Operator agrees to pay to the City all sales and use taxes that arise because of payment of Rent to the City.

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6.3.6. Any amount advanced by City pursuant to the terms and provisions of this Agreement shall be repaid to City by Operator by the first of the calendar month following the date of such advance unless otherwise specifically provided in this Agreement.

6.3.7. Operator further covenants and agrees to pay promptly when due all taxes assessed against all fixtures, furnishings, equipment and stock-in-trade placed in or on the Premises during the term of this Agreement.

6.4. Percentage Fee.

6.4.1. The Percentage Fee shall equal Ten Percent (10.00%) times the Gross Receipts.

6.4.2. "Gross Receipts" means all fees, charges and receipts of any and all kinds and descriptions, without deduction for any credit card discount, from or on account of Operator's Business or activities originating on, at, from or with respect to the Premises, Operator's Business at the Airport (including providing motor vehicle rental services through fixed base operators, or other third parties, at the Airport), this Agreement, Operator's vehicle fleet assigned to the Airport, or foreign Vehicles temporarily assigned or rented from the Airport, no matter where the reservation therefor, the rental thereof, or the delivery or possession of such vehicle is made, including but not limited to reservations made through airlines, other operators or travel agencies, or by way of telephone, computer or any other means of communication, including but not limited to amounts collected or due from, for or on behalf of Operator's Customers, and revenue and consideration of any and all types and in any and all forms which are collected, accrued, received, receivable, allocated or allocable or which should have been collected, accrued, received, receivable, allocated or allocable by, for or to Operator or any person or entity acting for or on behalf of Operator, including its franchisor or any affiliated person or entity.

a. Gross Receipts shall include but are not limited to the following specified items:

1). Base, time and mileage charges and fees for the rental and short-term leasing of Vehicles;

2). Premiums and any and all other fees and charges for personal accident insurance, personal effects insurance coverage, baggage insurance, personal effects protection insurance, liability insurance, liability insurance supplements, extended protection insurance, and any and all other types and kinds of insurance coverages and policies (regardless of how they be denominated, regardless of the parties covered, and regardless of the risks insured against);

3). Any and all sums for insurance waivers, collision damage waivers, and loss damage waivers, whether cash or credit and whether collected or uncollected;

4). Inter-city fees and drop charges;

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5). Concession Recovery Fees or Concession Recoupment Fees charged to Customers;

6). Fees for rental of equipment including child safety seats, cellular telephones, recreational gear and car racks, tire chains and global positioning systems;

7). Additional fees charged to Customers including additional and underage driver fees, upgrade and exchange fees, early pickup and late return fees, tire and battery recovery fees, and fees for miscellaneous services (such as service calls).

8). Any and all charges made to Customers for any and all equipment and services provided for, on account of or incidental to the rental of Vehicles;

9). All other receipts, compensation, revenue and other consideration received or accrued to Operator or Operator's franchisor or any other affiliated person or entity for or on account of the subject rental car concession, its operations or its fleet Vehicles, unless specifically excepted in writing by City.

b. Gross Receipts shall specifically exclude the following:

1). Sales taxes which are separately stated on Operator's vehicle rental agreements and which Operator collects and remits separately to governmental taxing authorities, as required by law;

2). Fuel service charges, prepaid fuel, fuel replacement fees waiver, and any and all other types and kinds of charges for fuel, fuel replacement and fuel service;

3). The rental car surcharge imposed pursuant to Section 212.0606, Florida Statutes, as now existing or hereinafter amended, provided that such amount is separately stated on Operator's Vehicle rental agreements, Customer's Agreement, collected from the Customer by Operator, and remitted by Operator to the State of Florida;

4). Compensation received by Operator from Customers and insurance carriers in payment of actual damages to, or the destruction or theft of, Vehicles and other personal property of Operator, including proceeds received for loss, conversion or abandonment of Vehicles (but provided that compensation and payments for the loss of use of Vehicles are to be included as part of the Gross Receipts);

5). Discounts, coupons or credits provided by Operator to its Customer at the time a Customer Agreement is closed; and

6). Amounts received from the administration and reimbursement of tolls, tickets, towing or fines paid by Operator.

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7). Amounts collected for any rental billed directly to an insurance company, or to an automobile shop/dealership located in Marion County, Florida, where the rented Vehicle is to be used by the Customer while the Customer's non-rented Vehicle is being repaired. This exclusion is capped and will not exceed 35% of Gross Receipts.

8). Amounts collected from customers for optional "carbon offset" program fees paid by Operator to third-party environmental initiative organizations.

c. Without limiting the generality and scope of the definition of Gross Receipts and without broadening the limits of exclusions from Gross Receipts, as specified above, it is expressly agreed and understood by Operator that no exclusion shall be allowed for taxes or surcharges levied on Operator's activities, facilities, equipment, real or personal property, payroll taxes, income taxes, taxes on frequent flier miles paid directly to an airline, license, title, tag fees, or charges to recoup the same, or other charges which recoup operating costs. Therefore:

1). Unless specifically excluded by the express terms of paragraph 6.4.2.b, all receipts, revenues or considerations shall be deemed to be included in Gross Receipts under this Agreement.

2). Gross Receipts shall not be reduced by bank charges, uncollected or uncollectible credit accounts, charges made by collection agencies, bad debt losses, or any commission or other amount paid out or rebated by the Operator to travel agents or others with respect to any rental or sale of goods or services.

6.4.3. Each exclusion from Gross Receipts shall be segregated as a separate account in the Operator's general ledger.

6.4.4. Each transaction made on installment of credit shall be treated as a transaction for the full price in the month during which such charge or transaction is made, regardless of when or whether the Operator receives any full or partial payment therefore. In no event shall the Operator's Gross Receipts or Chargeable Gross Receipts be negative in any revenue category or in any period. Operator shall not allocate revenues to any other location, regardless of which city or location owns the vehicle, or where the vehicle is ultimately returned.

6.5. Minimum Annual Privilege Fee. "Minimum Annual Privilege Fee" shall mean the following:

6.5.1. During the first Lease Year, there shall be no Minimum Annual Privilege Fee.

6.5.2. During each succeeding Lease Year, 85% of the prior year's Minimum Annual Privilege Fee.

6.6. Payment of Concession Privilege Fee. Operator shall pay the Concession Privilege Fee as follows:

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6.6.1. The Concession Privilege Fee shall be paid in monthly installments with the amount of each installment being the greater of: (a) one-twelfth (1/12) of the Minimum Annual Privilege Fee; or (b) the Percentage Fee for the preceding month. All references herein to Concession Privilege Fee shall refer to installments thereof. Notwithstanding that the Concession Privilege Fee is paid in monthly installments, the amount of the Concession Privilege Fee for each Lease Year shall be determined pursuant to paragraph 6.8.2 such that the Concession Privilege Fee, for such Lease Year, shall be the greater of the: (a) Minimum Annual Privilege Fee; or (b) the Percentage Fee.

6.6.2. Each installment payment of the Concession Privilege Fee shall be paid simultaneously with the provision of the Monthly Report pursuant to paragraph 6.7.

6.7. Monthly Reports.

6.7.1. Within twenty-one (21) days of the end of each Lease Month during the Term of this Agreement:

a. Operator shall submit to the Airport Director, in form and substance acceptable to the Airport Director, a monthly report (a "Monthly Report") containing the total Gross Receipts for the preceding Lease Month. Such Monthly Statement shall set forth the Gross Receipts, by individual component thereof as described in paragraph 6.4.2, and the calculation of the Percentage Fee, for such Lease Month. If so elected by City, Operator shall use a form Monthly Report as provided by City.

b. Operator shall pay to City the Concession Privilege Fee due for such preceding Lease Months.

6.7.2. City shall have the right to rely on such Monthly Report in determining Concession Privilege Fees due hereunder. Operator shall have full responsibility for the accuracy of such Monthly Report. Late payments and payment deficiencies due to incomplete or inaccurate Monthly Report to City shall be subject to the late payment and late penalty charges as set forth in paragraph 6.11 hereof. The acceptance by City of any Operator payment shall not preclude City from verifying the accuracy of Operator's reports or computations, or from recovering any additional payment actually due from Operator. Interest on any additional amount due shall accrue thereon from the date the payment was originally due, at the rate prescribed and calculated in paragraph 6.11 hereof.

6.8. Annual Reports.

6.8.1. Within ninety (90) days of the end of each Lease Year during the Term of this Agreement or any renewal hereof, Operator shall submit to the Airport Director, in form and substance acceptable to the Airport Director, an annual report (the "Annual Report") for the Airport for such Lease Year, prepared in accordance with generally accepted accounting principles, certified by a financial representative of Operator whose duties include familiarity with the matters set forth in the Annual Report and the reporting of such matters. Such Annual Report shall set forth the Gross Receipts, by individual component thereof as described in paragraph 6.4.2.a,

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and Operator's calculation of the Concession Privilege Fee for the Lease Year under this Agreement. If so elected by City, Operator shall use a form Annual Report as provided by City.

6.8.2. Following City's receipt of each Annual Report, City shall determine the amount of Concession Privilege Fee due from Operator for the preceding Lease Year.

a. If the amount of Concession Privilege Fee for the preceding Lease Year is in excess of the Concession Privilege Fee previously paid by Operator pursuant to paragraph 6.6 for such Lease Year, Operator shall pay the difference to City within thirty (30) days of written notice to Operator of the amount owed.

b. If the amount of Concession Privilege Fee due for the preceding Lease Year is less than the amount of Concession Privilege Fee previously paid by Operator pursuant to paragraph 6.6 for such Lease Year, City shall subtract the amount of such overpayment from the next Concession Privilege Fee payment due from Operator under paragraph 6.6 ; if, at the time such payment is due, this Agreement has expired or been terminated, City shall pay to Operator such overpayment in cash, provided by Operator is not then in default under the terms of this Agreement. This paragraph 6.8 shall survive the expiration or termination of this Agreement.

6.8.3. City shall have the right to rely on such Annual Report in determining the Concession Privilege Fee due hereunder. Operator shall have full responsibility for the accuracy of such Annual Reports. Late payments and payment deficiencies due to incomplete or inaccurate Annual Reports to City shall be subject to the late payment and interest charges as set forth in paragraph 6.11 hereof. The acceptance by City of any Operator payment shall not preclude City from verifying the accuracy of Operator's reports or computations, or from recovering any additional payment actually due from Operator. Interest on any additional amount due shall accrue thereon from the date the payment was originally due, at the rate prescribed and calculated in paragraph 6.11 hereof.

6.9. Operator's Records.

6.9.1. Operator shall maintain, either at the Airport or elsewhere within Marion County, Florida, books, records and accounts for its Business at the Airport, including computerized records that can be accessed at the Airport or elsewhere within Marion County, maintained in accordance with generally accepted accounting principles, generally accepted auditing standards, and the requirements of this Agreement, recording Gross Receipts under this Agreement and providing for the determination and calculation of Concession Privilege Fee and any other payments to be made to City by Operator.

6.9.2. Such books, records and accounts shall include detailed analyses listing all of Operator's transactions from operations at the Airport in the form of printed, written or electronic media. A numbered invoice shall be issued with each sale or transaction. Books and records shall include, but shall not be limited to, all original accounting source documents detailing transactions relevant to this Agreement, including but not limited to, original Customer Agreements, operating/financial statements, a complete (cumulative) general ledger, monthly sales journals

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detailing each rental transaction for the month, reconciliations between the financial records and monthly reports submitted to City, bank statements applicable to the operations of its Business at the Airport, corporate trial balances, corporate contracts with corporate Customers, annual audited financial statements and related reports on internal controls (including management representation letters), electronic media documenting accounting records, and other sales-related documents. Such books, records and accounts shall also include documentation of all exclusions from Gross Receipts claimed by Operator. For exclusions or adjustments to Gross Receipts, Operator's books and records shall include, but are not limited to, all agreements between Operator and corporate or volume Customers establishing the Customer's contractual rights to discounts and/or rebates, if such reduction is permitted by this Agreement, lists of all individual rental transactions with all corporate or volume Customers, all individual Customer Agreements with all corporate or volume Customers, and documentation of such records supporting other reductions to Gross Receipts authorized pursuant to paragraph 6.4.2 of this Agreement.

6.9.3. Operator shall cause to be installed in Operator's operating area, and shall at all times use, such cash registers, invoicing machines, sales slips and other accounting equipment, devices and forms as are reasonably necessary to record properly, accurately and completely all sales at the Airport related to Operator's Gross Receipts.

6.9.4. In those situations where Operator's records have been generated from computerized data (whether mainframe, minicomputer, or PC-based computer systems), Operator agrees to provide City with extracts of data files in a computer readable format on compact disks (CD), E-mail with attached files, or suitable alternative computer data exchange formats as requested by City.

6.9.5. Each record and item of information required hereunder shall be maintained for a period of at least five (5) years from the date of creation and for such extended period as City requires if there is an audit or litigation pending.

6.10. Audit of Operator's Books and Records.

6.10.1. City shall have the right to audit or authorize audits of Operator's book, records and accounts relevant to its operations of Operator's Business at the Airport. If either an annual audit or any other lesser period audit performed by City discloses an under reporting of Gross Receipts, Operator shall pay to City any amounts due under this Agreement within fifteen (15) calendar days of written notice by City, plus interest calculated in accordance with paragraph 6.11 of this Agreement. If an audit conducted by City or at City's direction discloses an under reporting of Gross Receipts by two percent (2%) or more for any twelve (12) month period, Operator shall reimburse City for the full cost of the audit, interest calculated in accordance with paragraph 6.11, any applicable legal fees and expenses, and shall pay liquidated damages in the amount of ten percent (10%) of the under-reported Concession Privilege Fees.

6.10.2. Operator shall provide the name and telephone number of Operator's accounting manager who has a thorough knowledge of the accounting system as it pertains to this Agreement and who will assist City with its audit. Operator will also allow

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interviews of past and present employees who were involved in the financial or operational activities of Operator as part of the audit.

6.10.3. Operator agrees to provide appropriate work space to conduct the audit and free access to office and equipment needed to conduct the audit. Operator will also make the requested original books and records available within ten (10) working days from the date of request by City or City's representative and will freely lend its own assistance in conducting the audit. If Operator's books and records outside the Airport or outside Marion County, Florida cannot be provided and made available locally, Operator agrees to reimburse City for expenses incurred in sending representatives to wherever such books and records are maintained. Such expense will include transportation, lodging, food and other out-of-pocket expenses resulting from the necessity to leave Marion County, Florida.

6.11. Late Payments. If Operator fails to make payment of any Charges, or any other payment due City by the due date thereof, Operator shall pay to City, in addition to all other remedies available to City and all other payments to be made by Operator to City, a late charge equal to an administrative fee of two hundred fifty dollars ($250.00) per amount not paid, together with interest calculated at the rate of 10% per annum on the amount of such payment until the payment is made in full.

6.12. Survives Expiration or Termination. Operator's duty to maintain books and records and City's rights under this Agreement to inspect and audit the books and records of Operator shall survive the expiration or earlier termination of this Agreement.

6.13. No Confidentiality. Operator acknowledges that City is subject to the Florida Public Records Act (Chapter 119, Florida Statutes) and that, in such capacity, may not be able to retain any information it obtains from or concerning Operator's operation in confidence, and may, in fact, be required to disclose such information.

6.14. Payments by City. If City has paid any sum or sums or has incurred any obligation or expense for which Operator has agreed to pay or reimburse City, or if City is required or elects to pay any sum or sums or insure any obligations or expense by reason of the failure, neglect, or refusal of Operator to perform or fulfill any one or more of the conditions, covenants and undertakings contained in this Agreement.

6.15. Taxes and Assessments. Operator shall pay all taxes, including sales tax on payments made to the City subject to sales tax, any applicable payment in lieu of taxes, assessments, and charges of a like nature, which at any time during the Term of this Agreement may be levied or become a lien by virtue of any levy, assessment, or charge by the Federal Government, the State of Florida, Marion County, or any other municipal corporation or other local government entity having jurisdiction over the Airport, any government successor in authority to the foregoing, or any other tax or assessment levying bodies, in whole or in part, upon or in respect to Operator's business, the Charges or any other amount payable under this Agreement, or upon or in respect to any personal property belonging to Operator situated on the Premises. Payment of such taxes, assessments and charges, when and if levied or assessed, shall be made by Operator directly to the taxing or assessing authority charged with collection thereof. City shall timely forward to Operator any assessment or tax notice received by City and payable by Operator.

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6.16. License and Permit Fees. Operator shall also pay all fees associated with any and all licenses, permit, certificates and other authorizations required by any governmental authority in connection with the operations or activities performed by Operator under this Agreement.

6.17. Operator's Rights to Contest. Operator may, at its own expense, contest the amount or validity of any tax or assessment, or the inclusion of the Premises, this Agreement or the Charges or any other payment under this Agreement as taxable or assessable property, directly against the taxing or assessing authority and Operator shall not be deemed to be in default under this Agreement for failure to pay any such tax or assessment pending the outcome of any such contest proceedings. City reserves the right to require Operator to provide such security as City's legal counsel determines necessary to assure that the tax and any costs related to the tax contest are promptly discharged upon final determination of such tax contest adverse to Operator.

6.18. Accord and Satisfaction. If Operator pays any amount that is less than the amount stipulated to be paid under this Agreement, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. City may accept any check or payment without prejudice to City's right to recover the balance due or to pursue any other remedy available to City pursuant to this Agreement or under the law.

6.19. Additional Charges. In addition to the Rent and Concession Privilege Fee, all other payments that Operator is obligated to make under this Agreement including, without limitation, under all provisions of this paragraph are considered additional Charges ("Additional Charges"), and unless explicitly stated otherwise, regardless of whether the payments are so designated. All additional payments are due and payable fifteen (15) days after the time City demands payment or at the time the next succeeding Percentage Fee installment is due, whichever occurs later. City shall have the same remedies for Operator's failure to pay Additional Charges as it does for Operator's failure to pay the stated Charges. All further references to "Charges" shall include both stated Charges and Additional Charges. The provisions of this paragraph 6.19 shall apply only concerning remedies, and not concerning Charges upon which sales and use taxes are to be calculated or paid.

6.20. Amounts Advanced by City. Any amount advanced by City pursuant to the terms and provisions of this Agreement shall be repaid to City by Operator by the first of the calendar month following the date of such advance unless otherwise specifically provided in this Agreement.

6.21. Allocation of Charges.

6.21.1. As set forth elsewhere in this Agreement:

a. The Rent represents consideration to City for the lease of the Premises; and

b. The Concession Privilege Fee represents consideration to City for the Concession Rights.

6.21.2. City shall collect sales and use taxes only on the Rent, unless City receives a notice or demand from the applicable taxing authority (currently the Florida Department of Revenue) to collect sales and use taxes on other Charges.

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6.21.3. Operator shall be solely responsible for the payment of all sales, use or other taxes levied upon the fees and other charges payable by Operator to the City hereunder, whether or not the same shall have been billed or collected by the City, together with any and all interest and penalties levied thereon, and Operator hereby agrees to indemnify the City and hold it harmless from and against all claims by any taxing authority that the amounts, if any, collected from Company to such taxing authority, were less than the total amount of taxes due, and for any sums including interest and penalties payable by the City as a result thereof. The provisions of this paragraph 6.21.3 shall survive the expiration or prior termination of this Agreement.

7. **Operator's Improvements**.

7.1. Alterations, Additions and Improvements.

7.1.1. Except as expressly provided for herein, Operator shall make no alterations, additions or improvements to or installations on its Premises (including, but not limited to, any work which could affect utility or other systems for which City is responsible) without the prior written permission of the City.

7.1.2. Before the commencement of any such work, if required by the City, detailed plans and specifications, including any modifications or amendments thereto requested by City, shall be filed with and approved, in writing, by the Airport Director and all governmental departments and authorities having jurisdiction thereover. All such work shall be done subject to and in accordance with the requirements of applicable law and regulations of all such governmental departments and authorities, and, where required, each affected public utility company.

7.1.3. Such work shall be performed in a good and workmanlike manner and in accordance with the plans and specifications approved for the same. At all times during such work, Operator shall have a copy of the approved plans and specifications on the construction site for inspection by City, if the same are herein required. Operator shall be required to replace any work which is not done in accordance with such plans and specifications as approved by the Airport Director.

7.1.4. All alterations, additions or improvements at any time placed upon its Premises by Operator shall be deemed to be and become a part of the realty and the sole and absolute property of City upon completion.

7.1.5. Operator shall promptly pay all claims made against City and discharge all liens filed or which exist against the Premises, any other portion of the Airport, or Operator's trade fixtures or trade equipment arising out of or in connection with, whether directly or indirectly, the failure to make payment for work done or materials provided by Operator, its contractors, subcontractors or materialmen. However, Operator shall have the right to contest the amount or validity of any such claim or lien without being in default under this Agreement. If City's legal counsel reasonably determines that security is required to guarantee discharge of such claim or lien if such claim or lien is finally determined against Operator, City shall provide Operator with written notice of such determination. Within ten (10) days of such notice, Operator shall provide such security, in such form and amount

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as is reasonably satisfactory to City's legal counsel. City shall give timely notice to Operator of all such claims and liens of which it becomes aware.

7.2. Conduct. Operator, its employees, passengers, guests, licensees, invitees and independent contractors shall conduct themselves in an orderly and proper manner so as not to disturb, annoy or offend others at the Airport or to violate any of City's present or future written or published policies, rules or regulations. Upon notification by City of any violation of the provisions of this paragraph 7.2, Operator shall forthwith take all reasonable measures necessary to terminate the offensive, disorderly or improper conduct.

7.3. Performance by City Upon Failure by Operator. If Operator fails to perform any obligation required by paragraph 7.1 or 8.2, City shall give Operator written notice of such failure. If Operator fails to perform such obligation within thirty (30) days of receipt of such notice, or if such obligation cannot with due diligence be performed within such thirty (30) day period, and Operator has failed to immediately commence and diligently pursue performance thereof upon receipt of such notice, City may perform such obligation of Operator, and charge Operator for the cost of City's performance, including a charge of fifteen percent (15%) representing City's overhead, plus a reasonable administrative charge representing City's fee for managing the same, plus attorneys' fees or costs of legal counsel, if performed by City's legal counsel.

8. **Obligations of City**.

8.1. City Operation and Maintenance.

8.1.1. Except at otherwise provided in this Agreement, City shall operate and maintain the Airport and the Terminal and shall keep the Airport, including the Terminal and City-installed Terminal equipment and fixtures, in good condition and repair. City's maintenance obligation with respect to the Terminal shall also include custodial and general maintenance of the public areas of the Terminal.

8.1.2. City shall cause electricity, air conditioning, heat, sewerage disposal and water to be supplied to the Premises. City shall not be responsible for disruptions in service due to failure of utility suppliers or other causes beyond City's control.

8.2. Operator's Maintenance, Replacement and Repair. Operator shall, at its own cost and expense, maintain and repair all parts of Operator's improvements, equipment, fixtures and personal property installed or located on or at the Premises, including Operator's computers and communications system, any Operator-installed connections to City-installed utility systems or property, and all other Operator's equipment and property whether or not any of the same is affixed or attached to such Premises. Operator shall also provide cleaning, general maintenance and refuse removal for the Counter Area, Parking Area, Ready/Return Area and Wash Area; the Wash Area shall be cleaned daily. Operator shall dispose of all trash or other refuse in dumpsters provided by City.

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9. **Damage or Destruction**.

9.1. Damage. Should the Premises or any portions thereof, or buildings or structures on which the Premises may be a part, be damaged by fire or other casualty, and if the damage or buildings or structures of which the Premises are a part, is repairable within ninety (90) days from the date of the occurrence, the Premises shall be repaired with due diligence by City and, provided that the damage is not due to the negligence of Operator, the Rent allocable to the portions of the Premises rendered untenantable, for the period from the occurrence of the damage to the completion of repairs, shall be abated proportionately based upon the portion and impact of the untenantable Premises; there shall be no abatement, however, if the need for repair is due to the negligence of Operator or if City is able to substitute substantially equivalent space to replace the untenantable Premises.

9.2. Destruction. Should the Premises or any portions thereof, or buildings or structures of which the Premises may be a part, be completely destroyed by fire or other casualty, or should they be damaged to such an extent that the damage cannot be repaired within ninety (90) days after the occurrence, City shall have the option to terminate this Agreement to the extent that it shall apply to the portion of the Premises so rendered untenantable. If this paragraph 9.2 becomes applicable, City shall notify Operator within thirty (30) days after the happening of any such damage whether City has elected to continue this Agreement in effect as to the premises damaged or destroyed or to terminate it. Such notice shall advise Operator of City's estimated schedule for completion of repair and restoration and identify to Operator reasonably adequate substitute premises to be provided to Operator pending reconstruction of the damaged or destroyed Premises. If repairs are estimated to take more than one hundred eighty (180) days to complete as determined by City in its reasonable discretion after consultation with a Florida-licensed contractor, and City is not able to provide Operator reasonably adequate substitute premises within 60 days for the premises damaged and destroyed pending reconstruction, and such premises are essential to the operation of Operator's Business, Operator may terminate this Agreement by providing written notice to City within ten (10) days of receipt of notice from City as aforesaid. If City shall elect to continue this Agreement in effect, it shall commence and prosecute with due diligence any work necessary to restore or repair the premises, and, so long as the damage is not due to the negligence of Operator, the Rent allocable to the particular Premises rendered untenantable, for the period from the occurrence of the damage to the completion of the repairs, shall be abated and Operator shall pay City a reasonable rental for the substitute premises provided during reconstruction.

9.3. Relocation of Premises. During any time period when the Premises, or any portions thereof, are damaged by fire or other casualty, City may relocate the damaged Premises or portions to other locations at the Airport until repairs have been completed.

10. **Indemnification and Insurance**.

10.1. Commercial General Liability. Operator shall maintain during the entire Lease Term and all periods in which Operator is in possession of the Premises, commercial general liability insurance as well provide coverage for the following matters and with limits not less than:

10.1.1. $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury.

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10.1.2. $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations.

10.1.3. $100,000 each occurrence for Damage to the Premises.

10.1.4. Policy must include coverage for contractual liability and independent contractors.

10.1.5. City, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Operator. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, and volunteers.

10.2. Business Automobile Liability. Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Operator's Contractor does not own vehicles, the Operator's Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

10.3. Workers' Compensation and Employer's Liability. Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of Operator ("Operator's Contractor") must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes. The Operator's Contractor waives, and the Operator's Contractor shall ensure that the Operator's Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent. The Operator's Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

10.4. Construction Insurance. Operator shall, at its sole expense, procure and maintain during the course of the construction of any improvement or alterations on the Premises constructed during the Term of this Agreement, "builder's risk," Operator shall ensure Operator's Contractor obtains comprehensive public liability insurance, and Operator shall also carry during such period of construction Worker's Compensation Insurance covering all persons employed by Operator on or in connection with such construction.

10.5. Environmental Liability. Operator shall maintain Pollution Liability or other similar Environmental Impairment Liability, at a minimum limit of not less than Two Million Dollars ($2,000,000) per claim and Five Million Dollars annual aggregate ($5,000,000) providing coverage for damages including, without limitation, third-party liability, clean up, corrective action, including assessment, remediation and defense costs. When a self-insured retention or deductible amount exceeds Ten Thousand Dollars ($10,000), City reserves the right, but not the obligation, to review and request a copy of Operator's most recent annual report or audited financial statements in evaluating the acceptability of a higher self-insured retention or deductible in relationship to Operator's financial condition.

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10.6. Deductibles. Operator's deductibles or self-insured retentions shall be disclosed to City and may be disapproved upon commercially reasonable grounds by the latter if inconsistent with industry standards. The deductibles once accepted by City may be reduced or eliminated at the option of City upon recommendation of City's Risk Management Department so long as the resulting premiums do not then become commercially unreasonable and so long as any such recommendations are consistent with industry standards. The Operator is responsible for the amount of any deductible or self-insured retention.

10.7. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Operator. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Operator's interests or liabilities, but are merely the minimums. No insurance is provided by City under this Agreement to cover Operator or its contractors or sub-contractors.

10.8. Duplicate Insurance. Insurance required of Operator or any other insurance of Operator which covers City shall be considered primary, and insurance or self-insurance of City shall be considered excess, as may be applicable to claims against City which arise out of this Agreement.

10.9. Insurance Certificate Requirements. Operator shall provide City with valid Certificates of Insurance (binders are unacceptable) at least ten (10) days prior to execution of this Agreement and no later than thirty (30) days prior to commencement of any improvements, or following any written request by City.

10.9.1. Operator shall provide a Certificate of Insurance to City with a thirty (30) day notice of cancellation, or ten (10) days' notice if cancellation is for nonpayment of premium.

10.9.2. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Operator to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

10.9.3. In the event this Agreement term goes beyond the expiration date of the insurance policy, Operator shall provide City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. City reserves the right to suspend this Agreement until this requirement is met.

10.9.4. City shall be named as an Additional Insured on all liability policies. Lessee shall provide copies of Additional Insured endorsements to Lessor to verify the City's status as an Additional Insured on all applicable polices.

10.9.5. The Lease, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

10.10. City May Change Limits. City reserves the right to increase or decrease, or expand or narrow, the minimum limits or amounts of insurance requirements set forth above whenever the liability of City under Florida law (including the Florida Tort Claims Act) increases or City's defined areas of liability or risk are expanded. City shall give the

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Operator a minimum of sixty (60) days advance written notice for any modification or change in the insurance limits as set forth herein.

10.11. Failure to Provide Insurance. If Operator shall fail to obtain or maintain in full force and effect any insurance coverage required to be obtained by Operator under this Agreement, City may procure same from such insurance carriers as City may deem proper, irrespective that a lesser premium for such insurance coverage may have been obtained from another insurance carrier, and Operator shall pay as additional Charges, upon demand of City, any and all premiums, costs, charges and expenses incurred or expended by City in obtaining such insurance. Notwithstanding the foregoing sentence, if City shall procure insurance coverage required of Operator hereunder, City shall in no manner be liable to Operator for any insufficiency or failure of coverage with regard to such insurance or any loss to Operator occasioned thereby, and additionally, the procurement of such insurance by City shall not relieve Operator of its obligations under this Agreement to maintain insurance coverage in the types and amounts herein specified, and Operator shall nevertheless hold City harmless from any loss or damage incurred or suffered by City from Operator's failure to maintain such insurance.

10.12. Safety/Environmental.

10.12.1. Operator is responsible at all times for reasonable precautions to achieve the protection of all persons including employees, and property lawfully upon the Premises.

10.12.2. Operator shall comply with all applicable safety and Environmental Laws and ordinances. Operator shall promptly notify the City's Risk Management Department regarding any and all Hazardous Material spills that are required to be reported by the State.

10.13. Miscellaneous.

10.13.1. Operator shall be responsible for carrying such insurance as Operator may desire to protect Operator's own equipment, contents, personal property and other property on the Premises, and business loss insurance

10.13.2. Operator may not perform or fail to do any act with respect to the Premises, may not use or occupy the Premises, and may not conduct or operate the Operator's business, in any manner that is objectionable to the insurance companies, it causes them to void or suspend any insurance, or that causes them to increase the premiums above the amounts that would usually have been in effect for the occupancy under this Agreement. Operator may not permit or suffer another person to do so with respect to the Premises.

10.13.3. Operator acknowledges the limits, coverages and endorsements required by this paragraph 10 are intended to minimize liability for City. Operator agrees that it will not rely upon the requirements of this paragraph 10 when assessing the extent or determining appropriate types or limits of insurance coverage to protect Operator against any loss exposures, whether as a result of this Agreement or otherwise.

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11. **Default; Remedies**.

11.1. Default. The occurrence of any one or more of the following events shall constitute a default of this Agreement by Operator:

11.1.1. Vacating or abandoning of the Premises by Operator without the advance written consent of City. The Premises shall be deemed vacated or abandoned upon: (a) the Premises no longer being open for business, or Operator not being open for business as required by paragraph 5.3.6 on three or more days in a six-month period; or (b) such other facts as City determines, in its reasonable discretion, establish that Operator has vacated or abandoned the Premises.

11.1.2. The failure by Operator to make payment of any Charge or any other payment required to be made by Operator hereunder, as and when due, where such failure shall continue for a period of five (5) days after City delivers written notice of such non-payment to Operator.

11.1.3. The failure by Operator to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Operator where such failure continues for a period of thirty (30) days after written notice thereof from City to Operator, notwithstanding the foregoing:

a. If the nature of Operator's default is such that more than thirty (30) days are reasonably required for its cure, then Operator shall not be deemed to be in default if Operator commenced such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion.

b. Nothing contained in this paragraph 11.1.3 shall be deemed to alter or affect the cure period for performance of any covenant, condition or provision for which a specific time period is provided elsewhere in this Agreement, or to require notice and an opportunity to cure where any provision of this Agreement provides that such notice or opportunity are not necessary.

c. If Operator has twice previously violated a term, condition or covenant of this Agreement and is provided with notice of and an opportunity to cure such violation, any subsequent violation of the same term, condition, or covenant within twelve (12) months of the prior violation shall constitute a default without further notice or opportunity to cure.

d. Only three (3) days' notice and an opportunity to cure need be provided for the failure to provide insurance, or proof thereof, under this Agreement.

11.1.4. To the extent permitted by law, (a) the making by Operator or any guarantor, receiver, or trustee thereof of any general assignment, or general arrangement for the benefit of creditors; (b) the filing by or against Operator of a petition to have Operator adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Operator, the same is dismissed within sixty (60) days; (c) the appointment of a trustee or receiver to take possession of substantially all of Operator's assets located at the Premises or of Operator's interest in this Agreement, where possession is not restored to Operator within thirty (30) days; or (d) the attachment,

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execution or other judicial seizure of substantially all of Operator's assets located at the Premises or of Operator's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

11.1.5. The seizure, sequestration or impounding by virtue or under authority of any legal proceeding of all or substantially all of the personal property or fixtures of Operator used in or incident to the operation of the Property.

11.1.6. Operator makes an assignment of this Agreement for the benefit of creditors.

11.1.7. Any sale, transfer, assignment, subleasing, concession, license, or other disposition prohibited under this Agreement.

11.1.8. Notwithstanding any provision of this Agreement, Operator acknowledges and agrees that City may require Operator to immediately cease any activity, which could result in an Airport hazard or endanger safety of any other Airport user, as reasonably determined by City.

11.2. Remedies.

11.2.1. If any Operator default occurs (and has not been cured during any applicable cure period), City shall have the right, at the option of City, to pursue one or more of the following remedies, in addition to all other remedies available at law or equity:

a. Terminate this Agreement and thereupon reenter and take possession of the Premises with or without legal process.

b. Without terminating this Agreement, reenter and relet the Premises, or any part thereof, and grant additional Concession Rights, for the account of Operator upon such terms and conditions as City may deem advisable or satisfactory, in which event the rents received on such reletting shall be applied:

a). First, to the expenses of such reletting and collection including but not limited to, necessary renovation and alterations of the Premises, reasonable attorney's fees, any real estate commissions paid;

b). Second, toward payment of all Charges or other sums due or to become due City hereunder; and

c). Third, if a sufficient sum shall not be thus realized or secured to pay such sums and other charges due City, then, Operator shall pay City any deficiency monthly, and City may bring an action therefor as such monthly deficiency shall arise.

d). Nothing herein, however, shall be construed to require City to reenter and relet in any event. City shall not, in any event, be required to pay Operator any surplus of any sums received by City on a reletting of the Premises in excess of the Charges provided in this Agreement.

c. Remove all or any part of the Operator's property from the Premises and any property removed may be stored in any public warehouse or elsewhere at the

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cost of, and for the account of Operator, and City shall not be responsible for the care or safekeeping thereof whether in transport, storage or otherwise. Operator hereby waives any claim against City for loss, destruction and/or damage or injury that may be occasioned by any of the previously mentioned acts. In addition to any statutory lien granted to City, this Agreement shall be deemed and considered to grant City a security interest in the previously mentioned items and City shall have all the rights of a secured party under the Uniform Commercial Code. The foregoing notwithstanding, City will not claim or have a lien of any kind, be it contractual or statutory, on or against Operator's motor vehicles for non-payment of any Charges or fees due under the Lease, or for any default of Operator or any other reason, and the City hereby waives all such liens available to the City.

11.2.2. No reentry or taking possession of the Premises by City shall be construed as an election on City's part to terminate this Agreement unless a written notice of such intention is given to Operator. Notwithstanding any such reletting without termination, City may at all times thereafter elect to terminate this Agreement for such previous default. Any such reentry shall be allowed by Operator without hindrance, and City shall not be liable in damages for any such reentry, or guilty of trespass or forcible entry.

11.3. Cure of Operator Default by City. If Operator shall default in the performing of any covenant or condition of this Agreement and the opportunity to cure if any has expired, City may, at its sole discretion, perform the same for the account of Operator and Operator shall reimburse City for commercially reasonable expenses incurred therefore together with interest thereon at the highest legal rate. This provision imposes no duty on City nor waives any right of City otherwise provided in this Agreement.

11.4. Default by City. City shall not be in default unless City fails to perform obligations imposed upon City hereunder within a reasonable time, but in no event later than thirty (30) days after written notice by Operator to City, specifying wherein City has failed to perform such obligations; provided, however, that if the nature of City's obligations is such that more than thirty (30) days are required for performance then City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Operator shall have, in the event of default by City, any remedy now or hereafter available to Operator under the laws of the State of Florida.

11.5. Surrender of Premises. Operator expressly agrees that it shall immediately surrender the Premises to City in good condition, upon expiration or earlier termination of this Agreement, depreciation and wear from ordinary use for the purpose for which the Premises were leased being excepted. Operator shall remove all of its personal property from the Premises on or before the expiration of this Agreement. Any personal property of Operator not removed by Operator shall become the property of City or may be disposed of by City at Operator's expense.

12. **Assignment, Sublease and Transfers**.

12.1. Permissible Assignments and Sublets. The Operator may not assign, mortgage, pledge, or encumber this ease, nor sublet, license, or grant any concession for the use of the Premises, to another person without obtaining the City's prior written consent, such consent shall not be unreasonably withheld or conditioned. City may require Operator and such other person

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to provide City with such information as City may reasonably request so that City may consider whether to grant or condition such consent.

12.2. Continued Liability of Operator. If the Operator makes any assignment, sublease, license, or grant of a concession, the Operator will nevertheless remain unconditionally liable for the performance and financial obligations of all of the terms, conditions, and covenants of this Agreement.

12.3. City's Right to Collect Charges From Any Occupant. If the Operator is in default on any payments under this Agreement and any other person is subletting or occupying the Leased Premises, or if the Operator assigns this Agreement, the City may collect Charges from the assignee, subtenant, or occupant. The City may apply the net amount collected to the Charges required under this Agreement. The City's collection of the Charges does not waive the covenant against assignment and subletting under this Agreement nor does it constitute the City's acceptance of the assignee, subtenant, or occupant as an Operator, nor the City's waiver of the Operator's further performance of the covenants contained in this Agreement.

13. **Environmental**.

13.1. Compliance with Environmental Laws.

13.1.1. Operator covenants, represents, and warrants that in conducting any activity or business on the Premises or at the Airport, or in conducting any operation or performing any work pursuant to this Agreement, Operator shall comply with all applicable Environmental Laws. Operator further covenants, represents and warrants that:

a. Operator shall obtain and maintain all Environmental Permits required for it to conduct its activities and business on the Premises and at the Airport.

b. At City's request, Operator shall make available to City for inspection and copying, upon reasonable notice and at reasonable times, any and all documents and materials which Operator prepared or had prepared with respect to or pursuant to any Environmental Law or Environmental Permit, or which Operator submitted or had submitted to any governmental agency, which documents or materials relate to environmental issues, Environmental Laws or Environmental Permits, pertain to the Airport or the Premises, and would be discoverable in litigation.

13.1.2. City and its representatives shall have access to the Premises upon prior notice to inspect the same in order to determine if Operator is using the Premises in accordance with all Environmental Laws and Environmental Permits. Operator agrees to fully cooperate with any such inspections, provided that such inspections shall not unreasonably interfere with Operator's operations. Upon receipt of written notification of noncompliance or upon assertion of a claim by a third party, and at the request of City, Operator shall conduct such testing and analysis as City deems reasonable to ascertain whether Operator is using the Premises in compliance with all Environmental Laws and Environmental Permits. Any such tests shall be conducted by qualified independent experts chosen by Operator, but who shall be subject to City's approval, which shall not be unreasonably withheld.

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Operator shall provide to City copies of all reports prepared by such experts within a reasonable time after Operator receives each such report.

13.1.3. If Operator fails to comply with any Environmental Law or Environmental Permit or if Operator fails to commence immediate corrective action or required remediation, City may, in addition to the rights and remedies described elsewhere in this Agreement and any other rights and remedies otherwise available to City, enter the Premises and take all reasonable and necessary actions, at Operator's expense, to ensure such compliance with the Environmental Law or Environmental Permit.

13.1.4. In the event of any release or threatened release of Hazardous Materials caused by Operator or any of its agents, employees, invitees, licensees, contractors, or subcontractors, and which is required by an applicable Environmental Law or City Rule or Regulation to be reported by Operator, whether as a result of negligent conduct or otherwise, at, on, under or about the Premises or the Airport, or in the event any claim, demand, complaint, or action is made or taken against Operator that pertains to the environment at the Premises or the Airport, or if Operator receives any notice pertaining to Operator's failure or alleged failure to comply with any Environmental Law or Environmental Permit, Operator shall promptly notify City of all known facts pertinent to such release, threatened release, claim, demand, complaint, action, or notice, and shall provide City with a copy of each such claim, demand, complaint, notice, and action. If Operator is required by any Environmental Law, Environmental Permit, or governmental agency to file any notice or report of a release or threatened release of Hazardous Materials at, on, under or about the Premises or the Airport, Operator shall simultaneously provide a copy of such notice or report to City.

13.1.5. Operator shall undertake all necessary steps to remedy and remove any environmental pollution, contamination, condition, or damage to the extent caused by or resulting from the activities or conduct of Operator or any of its agents, employees, invitees, licensees, contractors, or subcontractors on the Premises or at the Airport, whether resulting from negligent conduct or otherwise, as determined by the appropriate governmental agency to be necessary to reasonably protect the public health or safety to the extent required by applicable law, or to bring the Premises or the Airport into compliance with all Environmental Laws and Environmental Permits. Such work shall be performed at Operator's expense. Except in the event of an emergency, such work shall be after Operator submits to City a written plan for completing such work and receives the prior approval of City, which shall not be unreasonably withheld. City shall have the right to review and inspect all such work at any time using consultants and representatives of its choice. The actual cost of such review and inspection shall be paid by Operator. Specific cleanup levels for any environmental remediation work Operator performs shall be designed to meet and satisfy the requirements of all applicable Environmental Laws and Environmental Permits. Operator warrants that all work performed pursuant to this Agreement shall be performed in accordance with all Environmental Laws and Environmental Permits, specifically including without limiting the generality of the foregoing any applicable National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 C.F.R. 61.145.

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13.1.6. Notwithstanding the obligations imposed on Operator in paragraph 13.1.5 of this Agreement, City and other Federal, state, and local agencies having jurisdiction shall at all times have the right, should Operator fail to respond to a notification, after a specified cure period, if any, or immediately if necessary to mediate further contamination, to take any and all actions as they may individually or collectively deem appropriate to cease, contain, investigate, remediate, and otherwise respond to a condition which results from, causes, or threatens to cause environmental pollution, contamination, or damage at, under or about the Premises or the Airport. Operator agrees to cooperate with any and all such actions.

13.1.7. City shall not be responsible to Operator or any of its agents, employees, invitees, licensees, contractors, or subcontractors for any environmental condition in existence on the Premises or at the Airport, which condition may interfere with Operator's business or other operations or activities, or which might otherwise cause damage to Operator through loss of business, destruction of property, or injury to Operator, its owners, directors, officers, agents, employees, Customers, clients, vendees, invitees, concessionaires, or licensees, except to the extent that any such condition is directly caused by City or its employees.

13.2. Operator's Environmental Indemnity. With respect to Environmental Laws and Environment Permits, Operator agrees as follows:

13.2.1. Without in any way limiting Operator's obligations under paragraph 13 hereof, Operator shall assume the risk of, be responsible for, protect, defend, indemnify and hold harmless City and its past, present and future officers, the members of the Board of City Commissioners, the employees and agents of City, and each of them, including without limitation the Airport Directors of City, and shall hold each and all of them harmless at all times from and against any and all losses, claims, liabilities, damages, costs, and expenses, including reasonable attorney's fees, which may be incurred in connection with any actual, threatened, or potential environmental pollution, contamination, condition, or damage to the extent caused by or resulting from any activity or conduct, or presence of Operator or any of Operator's directors, officers, agents, contractors, subcontractors, or employees at the Airport or from Operator's failure to comply with any Environmental Law or Environmental Permit. Operator is not responsible for pre-existing contamination by the City, or other tenant.

13.2.2. All rights and remedies of City as provided in this Agreement with regard to environmental pollution, contamination, damage, or any actual or threatened violations of any Environmental Law or Environmental Permit shall be deemed cumulative in nature; and City's right to indemnification as provided under this paragraph 13.2 shall survive the termination of this Agreement.

14. **Airport Specific Provisions**.

14.1. City Right to Improve Airport.

14.1.1. City has, has had and shall continue to have the absolute right to develop, expand, improve and renovate the Airport, including but not limited to, its apron and taxiways, the Terminal and other Airport facilities, regardless of the desires or views of Operator and without interference or hindrance from Operator and

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without any liability to Operator; and City may continue to so develop, expand, improve and renovate the Airport, including but not limited to, its apron and taxiways, Terminal and other Airport facilities throughout the Term of this Agreement.

14.1.2. Upon reasonable notice, during Operator's normal business hours, City shall have the right to enter the Premises to perform any of City's obligations hereunder, exercise any of its rights hereunder or in the exercise of its governmental functions, or in the event of any alteration, improvement or construction on, adjacent to or in the vicinity of the Premises, for purposes related thereto. Notwithstanding the foregoing, in an emergency, City shall have the absolute right to enter the Premises to perform or exercise any of the aforementioned obligations or rights.

14.1.3. In addition to those rights reserved by City in paragraph 14.1.1 and 14.1.2 above, City reserves the right from time to time as may be reasonably necessary to close, relocate, reconstruct, change, alter or modify Operator's Premises for purposes of maintaining or constructing improvements, modifications or expansions to the Airport, provided that:

a. At least sixty (60) days prior written notice of any such action is given by City to Operator.

b. Reasonably convenient and equivalent alternative premises and adequate means of ingress and egress thereto shall be made available to Operator. Such alternative premises shall be subject to Operator's reasonable approval.

c. Operator shall continue to pay all Charges, and all other payments applicable under this Agreement with respect to its Premises during any such temporary relocation (adjusted for any decrease in square footage); provided, however, that City shall reimburse Operator for the reasonable costs associated with any necessary relocation.

14.2. Reservation of Air Navigation Rights. City reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport, including but not limited to Operator's Premises, for navigation or flight in such airspace for landing on, taking off from, or operating at the Airport. This reservation of air navigation rights is with respect to City's operations authorized under its joint use agreement with the Unites States of America.

14.3. Nondiscrimination. To the extent that the following provisions are applicable to Operator's Premises or activities at the Airport and the inclusion of such provisions is required by law, grant agreement or contract, Operator agrees to observe and comply with such provisions:

14.3.1. Operator agrees that in the operation of its Business at the Airport, it shall not discriminate against any person by reason of sex, race, color, religion, national origin, disability or handicap in the use of any of the facilities provided for the public at the Airport.

14.3.2. Operator, for itself, its successors in interest and assigns, as a part of the consideration therefor, does hereby covenant and agree, as a covenant running with the land, that if facilities are constructed, maintained or otherwise operated on the

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property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Operator shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

14.3.3. Operator, for itself, its successors in interest and assigns, as a part of the consideration therefor, does hereby covenant and agree, as a covenant running with the land, that:

a. No person on the grounds of sex, race, color, religion, national origin or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of such facilities;

b. In the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of sex, race, color, religion, national origin or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

c. Operator (whether a grantee, licensee, lessee, permittee, etc.) shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

d. In the event of the breach of any of the above nondiscrimination covenants, City shall have the right to terminate this Agreement and to reenter and repossess the Premises and the facilities thereon, and hold the same as if such Agreement had never been made or issued.

14.3.4. Operator assures City that it shall undertake an affirmative action program if required by Title 14, Code of Federal Regulations, Part 152, Subpart E, to ensure that no person shall, on the grounds of sex, race, color, religion, national origin, or handicap, be excluded from participating in any employment activities covered in Title 14, Code of Federal Regulations, Part 152, Subpart E. Operator assures that no person shall be excluded on these grounds from participating in or receiving the services of any program or activity covered by such Subpart E. Operator assures that it will require that its covered suborganizations to provide assurances to Operator that they similarly shall undertake an affirmative action program and that they shall require assurances from their suborganizations, if and as required by Title 14, Code of Federal Regulations, Subpart E, to the same effect. Operator assures that it shall furnish to the United States government or City, if and as required by law, any and all documents, reports, and records, including, but not limited to, an affirmative action plan, Form EEO-1, the submission of which are required by Title 14, Code of Federal Regulations, Part 152, Subpart E.

14.3.5. To the extent the requirements of Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 27, and Titles II and III of the Americans with Disabilities Act of 1990

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apply to the Premises and Operator's facilities thereon or the operation and/or construction or acquisition of any improvement, equipment or facilities by Operator on the Premises or the Airport or any part thereof, such improvement and equipment shall be provided and improvement and facilities shall be designed, constructed, and operated, so that the improvement, equipment or facility is accessible to and usable by handicapped persons. To assure such design, construction and use, Operator will design and construct the improvement, equipment or facility in accordance with the Uniform Federal Accessibility Standards ("UFAS") and/or the American National Standards Institute "Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped" (ANSL A 117.1 1961 [R-1971]), as applicable, which standards are incorporated herein and made a part of this Agreement.

14.3.6. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Operator, concessionaire or contractor, agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

14.3.7. The Operator, concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 40 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreements.

14.4. Prohibition Against Exclusive Rights. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide rental car services to the public, and City reserves the right to grant to others the privileges and right of conducting any or all activities related to the operations of a rental car concession (subject to paragraph 15).

14.5. Compliance with Security Requirements. Operator agrees to observe all security laws, rules, regulations and requirements of the DHS, FAA, TSA, and City applicable to Operator's operations, as now or hereafter amended or promulgated, including, without limitation, Title 49, Parts 1500 et al., of the Code of Federal Regulations, to the extent applicable to Operator and Operator's activities hereunder.

14.6. Criminal History Background Checks. Operator acknowledges that Operator and its employees, contractors, subtenants and agents may be subject to federal and state criminal history record check requirements under federal, state and/or local laws, as now or hereafter amended or promulgated which laws may require Operator to remove or restrict access of individuals who are not in compliance with the requirements of such laws. Operator agrees to comply with and to require its employees, contractors and agents to comply with all federal, state and local criminal history record check requirements, and any access restrictions imposed thereunder.

14.7. Security Deficiency. Operator shall rectify any security deficiency related specifically to premises under Operator's sole control, as may be determined as such by City, DHS, FAA or TSA. If Operator fails to remedy any such deficiency, City may do so on behalf and on the account of Operator. Operator shall pay to City any costs or expenses incurred by City within thirty (30) days of the date of City's invoice. Operator acknowledges and agrees that

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City shall have the right to take whatever action is necessary to rectify any security deficiency or other deficiency as may be determined by City, DHS, FAA or TSA.

14.8. Security Systems. City shall have the right to install, operate and maintain security cameras and other similar security devices or systems at the Airport, including locations within Premises, for the purpose of ensuring the safety and security of the Public Airport Facilities. City agrees to coordinate the installation and location of security cameras and other security systems or devices to be located within the Premises with Operator in an effort to avoid disruption of Operator's activities and operations. City shall be responsible for all costs associated with the maintenance and repair to any such Security Systems constructed hereunder. Nothing herein shall limit nor require Operator's right to install its own security systems/cameras within the Premises at Operator's sole cost and expense in addition to any installed by City hereunder.

14.9. Stormwater. Operator shall comply with the following provisions with respect to stormwater management at or from the Airport:

14.9.1. Notwithstanding any other provisions or terms of this Agreement, Operator acknowledges that certain properties within the Airport, or on City-leased land, are subject to stormwater rules and regulations. Operator agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Airport property and uses thereof.

14.9.2. City and Operator will cooperate to insure compliance with any stormwater discharge permit terms and conditions, as well as to insure safety and to minimize cost of compliance. Operator acknowledges further that it may be necessary to undertake such actions to minimize the exposure of stormwater to "significant materials" generated, stored, handled, or otherwise used by Operator, as such term may be defined by applicable stormwater rules and regulations, by implementing and maintaining appropriate and relevant "best management practices" as that term may be defined in applicable stormwater rules and regulations.

14.10. Federal Right to Reclaim. If a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located for public purposes for a period in excess of sixty (60) days, Operator may terminate this Agreement by providing written notice of such termination to City and the parties shall thereupon be released and fully discharged from any and all liability hereunder arising after such termination or as a result thereof. This paragraph 14.10 shall not act or be construed as a waiver of any rights Operator may have against the United States as a result of such taking.

14.11. City Tax Assessment Right. None of the terms, covenants and conditions of this Agreement shall in any way be construed as a release or waiver on the part of City, as a political subdivision of the State of Florida, or any of the public officials of City, of the right to assess, levy, and collect any ad valorem, non-ad valorem, license, personal, intangible, occupation, or other tax which shall be lawfully imposed on the Airport.

14.12. Right of Flight. City reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises together with the right to cause in such airspace such noise as may be

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inherent in the operations of aircraft now known or hereafter used, for navigation of, or flight in, such airspace for landing on, taking off from, or operating on the Airport.

14.13. Operation of Airport. Operator expressly agrees for itself, its sublessees, successors and assigns, to prevent any use of the Premises which would materially adversely affect the operation and maintenance of the Airport, or otherwise constitute a material Airport hazard.

14.14. Release. Operator acknowledges that noise and vibration are inherent to the operation of an Airport and hereby releases City from any and all liability relating to the same.

14.15. Exclusive Rights. Notwithstanding any provision of this Agreement to the contrary, Operator understands and agrees that the rights granted under this Agreement are nonexclusive, other than the exclusive right of use of the Premises, and that City may grant similar privileges to another lessee or other lessees on other parts of the Airport.

14.16. No Discrimination. Operator for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, creed, color, national origin, sex, sexual orientation, gender identity and expression, familial status, religion, marital status, age, or disability shall be excluded from participation (a) in or denied the use of the Premises; (b) in the construction of any improvements on, over, or under the Premises; or (c) in the furnishing of services. Operator shall use the Premises in compliance with all requirements imposed by or pursuant to Title 49, Part 21 of Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as now or hereafter amended. In the event of the breach of any of the foregoing non-discrimination covenants which breach is not cured within thirty (30) days after written notice by City, City shall have the right to terminate this Agreement and to reenter and repossess such Premises and the facilities hereon, and hold the same as if this Agreement had never been made or issued. This cancellation provision shall not be effective until the procedures of Title 49, Part 21 of the Code of Federal Regulations are followed and completed including exercise or expiration of appeal rights.

15. **Most Favored Nations**.

15.1. If any agreement (the "Other Agreement") granted by the City to any Other Rental Car Company provides for the lease of premises inside the Terminal and the grant of Concession Rights at the Airport contains any Major Terms (as defined below) more favorable to the Other Car Rental Company than the terms and conditions of this Agreement, Tenant shall be entitled to an amendment to this Agreement (the "MFN Amendment") to include such Major Terms for so long as, and subject to the same conditions under which, the Major Terms of such Other Agreement shall be enjoyed by such Other Car Rental Company. In order to constitute an Other Agreement under this paragraph 15, the agreement with the Other Rental Car Company must provide for both the lease of premises inside the Terminal and the grant of Concession Rights at the Airport; therefore, an agreement with an Other Rental Car Company merely providing for the use of the Ready/Return Area (and not any area inside the Terminal) and the grant of Concession Rights to the Other Rental Car Company shall not constitute an Other Agreement. Tenant shall not be entitled to the Major Terms of such Other Agreement without accepting any less favorable terms that may be in such Other Agreement (regardless of whether such less favorable terms are Major Terms), and such favorable

Major Terms shall not entitle Tenant to any refund or abatement of any Charges paid or accrued prior to the date of the MFN Amendment. For purposes of this paragraph 15.1, "Major Terms" shall include only the express provisions of paragraphs 2, 4.3, 4.4, 4.7, 5.3, 5.5, 6, 10 and 11 of this Agreement.

15.2. Tenant's sole remedy for a breach of City's obligations under this paragraph 15 shall be an action for specific performance of this paragraph; in no event shall Tenant have a right to terminate this Agreement or to seek monetary damages.

15.3. If the Other Agreement expires or is terminated (regardless of the reason for termination or the party terminating the Other Agreement), the MFN Amendment shall be deemed canceled and the provisions of this Agreement before the MFN Amendment shall thereafter apply.

16. **General Provisions**.

16.1. Operator As Independent Contractor. It is expressly understood and agreed by and between the parties hereto that Operator is and shall remain an independent contractor responsible to all parties for all of its acts or omissions and City shall be in no way responsible for Operator's acts or omissions.

16.2. Subordination to Governmental Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument or document under which City acquired the land or improvements thereon, of which the Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Operator understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between City and the United States of America or State of Florida, or any of their agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds for the improvement or development of the Airport.

16.3. Governmental Authority. Nothing in this Agreement shall be construed to waive or limit City's governmental authority as a Florida municipality to regulate Operator or its operations. City's obligations under this Agreement are made in a proprietary capacity (rather than in a governmental capacity), and such agreements shall not be construed as: limiting, prohibiting or eliminating the obligation of the parties to comply with all applicable rules, regulations, ordinances, statues and laws; altering or impairing City's governmental functions, including, without limitation, City's right to lawfully exercise its regulatory authority over the development of the Premises; or enabling, permitting, or creating any cause of action or claim arising out of the lawful exercise of City's governmental authority.

16.4. Rights Reserved to City. All rights not specifically granted Operator by this Agreement are reserved to City.

16.5. Invalidity of Clauses. The invalidity of any portion, paragraph, provision, clause or any portion thereof of this Agreement shall have no effect upon the validity of any other part or portion hereof.

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16.6. Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of Florida.

16.7. Estoppel Certificates. City or Operator shall have the right to request the other party to provide an estoppel certificate, as described below, without charge, 15 days after the requesting party sends a written notice. This estoppel certificate shall consist of a written statement certifying the following information to the requesting party or to any person specified by that party:

16.7.1. This Agreement is unmodified and in full force and effect; or, if there have been any modifications in this Agreement, this Agreement is in full force and effect as modified, specifying the nature of each modification.

16.7.2. The name and address of the owner of the fee simple estate in the Premises.

16.7.3. The name and address of the owner of the leasehold estate in the Premises.

16.7.4. The Lease is in full force and effect.

16.7.5. Whether the terms of this Agreement have been assigned, supplemented, modified or otherwise amended and, if so, specifics of the assignment, supplementation, modification or other amendment.

16.7.6. Whether, to the best of the knowledge of the party providing the certificate, each of the obligations on its part to be performed to date under the Lease have been performed.

16.7.7. Whether, to the best of the knowledge of the party providing the certificate, each of the obligations of the other party to this Agreement have been performed to date under the Lease.

16.7.8. Whether Operator has any offsets, counterclaims, defenses, deductions or credits whatsoever with respect to the Lease.

16.7.9. Whether there exists any other agreements (including subordination, non-disturbance and attornment agreements) concerning the Premises, whether oral or written between City and Operator (or their respective predecessors or successors) under this Agreement.

16.7.10. Whether, as of the date of the certificate, any Charge is due from Operator under the Lease.

16.7.11. The following:

a. Amount of Charges currently payable by Operator under the Lease and the date through which such Charges has been paid.

b. Whether City or Operator have assigned the Lease and, if so, the specifics thereof.

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16.7.12. As to the certificate to be executed by City, whether City has assigned, conveyed, transferred, sold, encumbered or mortgaged is interest in the Lease or the Premises and, if so, the specifics thereof, and whether any third party has an option or preferential right to purchase all or any of the Premises and, if so, the specifics thereof.

16.7.13. Whether the party providing the certificate has received any written notice of any pending eminent domain proceedings or other governmental actions, or any judicial action of any kind, against such parties' interests in the Premises.

16.7.14. Whether the party providing the certificate has received written notice that it is in violation of any governmental law or regulation applicable to its interest in the Premises and its operation thereon including, without limitation, any Environmental Law or the Americans with Disabilities Act, and whether such party has any reason to believe that there are grounds for any such claim or violation.

16.7.15. Attaching a true and correct copy of the Lease including all amendments thereto.

16.7.16. Any other information with respect to this Agreement and the Premises that the requesting party shall reasonably request.

16.8. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by City, City will not be liable or responsible for, and there will be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor and materials, theft, fire, public enemy, injunction, court order, requisition of other governmental body or authority, war, governmental laws, regulations or restriction or any other causes of any kind whatsoever which are beyond the reasonable control of City (any or all of the foregoing being referred to as "Force Majeure").

16.9. Matters of Record. This Agreement is subject to all matters of record affecting the Premises.

16.10. Time.

16.10.1. Time is of the essence of all of the provisions and terms of this Agreement.

16.10.2. If a time period is five (5) days or less, intervening Saturdays, Sundays or legal holidays will be excluded from the calculation.

16.10.3. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 p.m. on the next ensuing business day.

16.10.4. For purposes of this Agreement, "legal holiday" means the day set aside by Section 110.117, Florida Statutes, for observing New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, or Christmas Day, and any day upon which the Clerk of the Court of Marion County, Florida, is closed for ordinary business.

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16.11. Notices.

16.11.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) delivered by messenger or courier service (e.g., Federal Express, UPS, DHL, etc.), emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by Communication complying with the terms of this paragraph:

a. City: Attn: Airport Director, Ocala International Airport, 750 SW 60th Avenue, Ocala, FL 34474; Fax: 352–629–8887; Email: airport@ocalaairport.com or mgrow@ocalafl.org.

a). With a copy to: Contracting Officer, 110 SE Watula Avenue, 3rd Floor, Ocala, FL 34471; Email: notices@ocalafl.org.

b. Operator: Attn: David Stark; Email: david.stark@avisbudget.com

16.11.2. Each such Communication shall be deemed delivered:

a. On the date delivered if by personal delivery;

b. On the date of email transmission if by email; and

c. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; (b) the date upon which delivery is refused; (c) the date upon which Communication is designated by the postal authorities as not having been delivered; or (d) the third business day after mailing.

d. Notwithstanding the foregoing, service by personal delivery, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.

16.11.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.

16.11.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.

16.11.5. Concerning Communications sent by email:

a. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received;

b. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns;

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c. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

d. The sender must print the email to establish that is was sent (though it need not do so at the time the email was sent); and

e. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.

16.12. Headings. The headings of the various paragraphs of this Agreement and the Table of Contents are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

16.13. Binding Effect. The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns and subtenants, if any. This provision shall not constitute a waiver of any prohibitions against or limitations regarding assignment or subletting.

16.14. Construction. No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Lease. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. If any section, paragraph, sentence, clause, or provision hereof, shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

16.15. Public Entity Crimes. As provided in Sections 287.132 through 287.133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Operator certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

16.16. Scrutinized Companies. As provided in Section 287.135, Florida Statutes by entering into this Agreement or performing any work in furtherance hereof, Operator certifies that it, its affiliates, suppliers, subcontractors and consultants who perform hereunder, have not been placed on the Scrutinized Companies Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes. If City determines, using credible information available to the public, that a false certification has been submitted by Operator, this Agreement may be terminated and a civil penalty equal to the greater of Two Million Dollars ($2,000,000) or twice the amount of this Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

16.17. No Third-Party Beneficiaries. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including without limitation any citizen or employees of City and/or Operator.

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16.18. Incorporation by References. All exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by reference.

16.19. RADON. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM CITY'S PUBLIC HEALTH UNIT.

16.20. Survival. Notwithstanding any early termination of this Agreement, Operator shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Operator hereunder arising prior to the date of such termination or surviving such termination.

16.21. Exclusive Venue. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Marion County, Florida.

16.22. JURY WAIVER. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

16.23. Governing Laws. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.

16.24. Attorney's Fees. If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

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16.25. Language. Whenever used in this Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context permits.

16.26. Further Action. Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.

16.27. Waiver.

16.27.1. A failure to assert any rights or remedies available to a party under the terms of this Agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

16.27.2. No payment by Operator or receipt by City or its agents of a lesser amount than the Charges and other charges stipulated in this Agreement shall be deemed to be other than a payment on account thereof, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and City or its agents may accept such check or payment without prejudice to City's right to recover the balance of the amount due or to pursue any other remedy provided in this Agreement or by applicable Law.

16.28. Entirety of Agreement.

16.28.1. It is the intent of the parties that this Agreement and the Invitation to Negotiate #AIR/190688 (including all addenda, and questions and answers associated therewith) be construed consistently to the extent reasonably possible. In the event of an express conflict between this Agreement and such Invitation to Negotiate and related materials, this Agreement shall prevail.

16.28.2. Except as set forth in paragraph 16.28.1, the parties agree that this Agreement and its Exhibits set forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein.

16.28.3. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

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SIGNATURES START ON NEXT PAGE

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CITY

City of Ocala, a Florida municipal corporation

By: James P Hilty SR
James P. Hilty
President, Ocala City Council

_____
Witness

_____
Print Witness Name

_____
Witness

_____
Print Witness Name

ATTEST:

Angel B. Jacobs
_____
Angel B. Jacobs
City Clerk

Approved as to form and legality

William E. Sexton
_____
William E. Sexton
City Attorney

Doc ID: 4671d3f9c4f95be1e7ece90e58af2ab4f179c734

OPERATOR

AVIS BUDGET CAR RENTAL, LLC. a Florida-registered company

_____
Witness

By: _____

_____

_____
Print Witness Name

as _____

_____
Witness

_____
Print Witness Name

E:\CITY\Airport\Leases\Car Rentals 2017-2019\Master Agreement\Master Agreement with Car Rental Company JG 12-16-19.docx

1538
Doc ID: 4671d3f9c4f95be1e7ece90e58af2ab4f179c734

Title	FOR SIGNATURE - Airport Rental Car Session Agreement and...
File name	FOR COUNCIL - Mas...greement Avis.pdf
Document ID	4671d3f9c4f95be1e7ece90e58af2ab4f179c734
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**01 / 24 / 2023** 15:03:09 UTC-5	Sent for signature to William E. Sexton (wsexton@ocalafl.org), James Hilty (jhilty@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from drobinson@ocalafl.org IP: 216.255.240.104
VIEWED	**01 / 24 / 2023** 15:03:42 UTC-5	Viewed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
VIEWED	**01 / 24 / 2023** 15:11:01 UTC-5	Viewed by William E. Sexton (wsexton@ocalafl.org) IP: 216.255.240.104
VIEWED	**01 / 24 / 2023** 15:24:16 UTC-5	Viewed by James Hilty (jhilty@ocalafl.org) IP: 24.250.245.57
SIGNED	**01 / 24 / 2023** 15:24:30 UTC-5	Signed by James Hilty (jhilty@ocalafl.org) IP: 24.250.245.57

Title	FOR SIGNATURE - Airport Rental Car Session Agreement and...
File name	FOR COUNCIL - Mas...greement Avis.pdf
Document ID	4671d3f9c4f95be1e7ece90e58af2ab4f179c734
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SIGNED	**01 / 24 / 2023** 15:29:06 UTC-5	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 24 / 2023** 15:47:48 UTC-5	Signed by William E. Sexton (wsexton@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 24 / 2023** 15:47:48 UTC-5	The document has been completed.

CITY OF OCALA
CITY COUNCIL REPORT

Council Meeting Date: 12/17/19

Subject: Agreement between Avis/Budget and City for approx. $191,300 in rent and fees.

Submitted By: Matt Grow

Department: Aviation

STAFF RECOMMENDATION (Motion Ready): Approved Subject to Legal Revi Agenda Item (ID # 13244) three-year lease with Avis Budget Rental Car, LLC at the Ocala International Airport for annual rent and fees of approximately $191,300

OCALA'S RELEVANT STRATEGIC GOALS: Fiscally Sustainable

PROOF OF PUBLICATION: ITN issued 10/3/2019

BACKGROUND:

Avis Budget Rental Car, LLC ("Avis/Budget") has been a long time tenant on the airport, renting cars out of the original terminal building since 2003. Budget trucks were added around 2014. This agreement addresses the expanded parking lot afforded to Avis/Budget, the car wash facility, and their office space inside the new terminal building which totals 365 sq.ft.

The lease term is for three years with the Airport collecting a fee of 10% their gross sales, less insurance related rental business (insurance agency paid rentals), capped at 35%. Avis/Budget gross sales equaled $1,859,283 over the last 12 months. The qualified sales (less insurance rentals) is estimated at $1,803,504. The 10% annual concession revenue paid to the airport is estimated at $180,350.

An appraisal conducted by Slack, Johnston & Magenheimer, Inc. determined the gross rental rate of the rental car office space to be $30 per square foot. Avis/Budget is leasing a total of 365 sq.ft. in the terminal, and will be paying $10,950 annually in addition to the concession fee.

There are two sections of the GA Terminal parking lot used by the rental car companies: general parking for their customers and rental car inventory, as well as a ready/return lot for cars being dropped off or picked up by customers. Based on their gross revenues, Avis/Budget will be allotted 23 general parking spaces and 18 ready/return lot spaces. They will also be provided with enough unimproved parking space to store approximately 25 cars or trucks. The Budget trucks will not be permitted to park on the paved areas in front of the new terminal building.

The City Internal Auditor has reviewed and approved the language in this proposed lease that addresses financial reporting of monthly revenues lacking in the previous lease.

FINDINGS AND CONCLUSIONS:

On October 3, 2019, an Invitation to Negotiate (AIR/190688) was released for airport car rental concession services. The Hertz Corporation, Enterprise Leasing Company of Florida LLC., and Avis Budget Car Rental, LLC submitted proposals on November 7, 2019. The City entered into negotiations with all three companies.

Avis is a tenant of the airport since 2003 and is in good standing. The lease also accommodates Avis' other brand, Budget and their rental truck business. The proposed lease is a gross lease, with utilities, janitorial and maintenance included in the rent. Out of the three rental car companies based at the airport, Avis/Budget conducts the second most business with twelve month gross sales of $1,859,283.

FISCAL IMPACT:
Using last twelve month gross sales, a 10% fee on the qualified sales will provide revenue to the airport of $180,350 in account #451-344-000-000-02-31601.

Avis/Budget will also pay $10,950 in office rent for 365 sq.ft. in account #451-362-000-000-02-36119.

PROCUREMENT REVIEW:
The agreement has been reviewed and approved in compliance with the City's procurement policies.

LEGAL REVIEW: The contract will be reviewed and approved for form and legality by the Assistant City Attorney, W. James Gooding III.

ALTERNATIVE:
Table
Deny

SUPPORT MATERIALS:
Invitation to Negotiate- Car Rental Companies (PDF)
Avis Budget Master Agreement with Car Rental Company 12-12-19 (PDF)

File #: 2026-0793 Agenda Item #: 17a.

Submitted By: Charlene Pollette

Presentation By: Chad Lynch

Department: Electric Utility

STAFF REPORT:
Power Cost Adjustment Report - January 2026

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Power Cost Adjustment (PCA) rate is the mechanism by which positive and negative fluctuations in power costs are passed through to customers. Power costs and sales are reviewed monthly to project over- or under-collections for the year. While the PCA can be adjusted monthly, the recent practice has been to make minimal adjustments to maintain stable customer rates.

As requested by the City Council, a monthly report on the projected over- or under-collection of the PCA is attached.

On February 11, 2026, staff participated in a rate call with the Florida Municipal Power Agency (FMPA). Based on rate projections at that time and our sales projections, an under-collection of $8,625,033 is projected for the end of Fiscal Year 2025-26.

The policy sets the rate stabilization reserve funding range at 15 to 25 percent of projected fuel costs. As of January 31, 2026, the reserve is funded at approximately 21 percent of the projected power cost and is in compliance with policy requirements.

City Council Report
Power Cost Adjustment Projection

January 2026

On February 11, 2026, staff participated in a rate call with FMPA. Based on their current rate projections and our sales projections, an under-collection of $8,625,033 is estimated for fiscal year-end.

FMPA updates its rate projections monthly and staff will continue to monitor and provide monthly updates. Staff will continue to monitor the PCA and make recommendations as necessary.

Projected Annual Power Costs		$129,401,388
Projected Annual kWh Sales		1,410,115,067
PCA Rate for: 1/31/2026		$0.02815
Cumulative Over(Under) Collection:	1/31/2026	($6,414,632)
Projected Over(Under) Collection:	9/30/2026	($8,625,033)

File #: 2026-0801 Agenda Item #: 17b.

Submitted By: Megan Dugan

Department: Procurement and Contracting

FORMAL TITLE:
Fully Executed Contracts Under $50,000

BACKGROUND:
Executed between February 2, 2026 and February 15, 2026.

EXECUTED CONTRACTS UNDER $50,000

Contract	Contractor	Description	Amount
CDS/260363	Florida Home Contractors	Agreement for Roof Replacement	$15,840
CMO/260476	Velocity Advisory Group	Agreement for Strategic Planning	NTE $11,000
ELE/220774	Bellmore Enterprises, Inc.	Underground Boring Services Agreement	Agreement Renewal
ELE/260454	Winelia Cruz Viruet	Net Metering Agreement	Solar
ELE/260460	Maurice G. Pitilon	Net Metering Agreement	Solar
ELE/260461	Patrick Meyer	Net Metering Agreement	Solar
ELE/260479	Felix Jimenez	Net Metering Agreement	Solar
ELE/260482	Jeanne Levine	Net Metering Agreement	Solar
FAC/260390	Material Handling Systems, Inc.	Agreement for Provision and Installation of Gate	$7,200
GRM/260438	Ronda Richley	Agreement for Artwork Loan and Display	No Cost
GRM/260189	Magnificent Development, LLC	Agreement for Demoloition and Removal of Structure	$8,500
GRM/260446	Lamar Advertising	Advertising Agreement Sand & Sun Festival	$1,800
GRM/260244	HG Music LLC d/b/a Kuf Knotz & Christine Elise	Agreement for Performance Services	$2,400
GRM/260243	Christopher A. Mike-Bidtah d/b/a Def-I LLC	Agreement for Performance Services	$3,660.25
REC/230604	Electro-Mechanic Industries	Agreement for Commercial Pool Pump Maintenance and Services	NTE $50,000
REC/260406	Jumping for Joy Inc.	Agreement for Provision of a Rock Wall	$1,070
REC/260435	PGROOVE, LLC	Agreement for Performance Services	$10,000
REC/230104	Jeemiaha Gates	Ocala Regional Sportsplex Agreement	Renewal
REC/260442	The Family Stone Project, LLC	Agreement for Performance Services	$28,000
SUN/260341	Marion County	Bus Wrap Agreement	Revenue $12,000
WRS/260XXX	Marion County	Marion County Day 2026 Hold Harmless Agreement	No Cost
WRS/260316	Southeastern Tank & Tower, Inc.	Agreement for Henry Street Water Tower Cleaning Services	$27,000

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AGREEMENT FOR DEMOLITION AND REMOVAL OF STRUCTURE AT 1224 SW 2ND STREET

THIS AGREEMENT FOR DEMOLITION AND REMOVAL OF STRUCTURE AT 1224 SW 2ND ST ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **MAGNIFICENT DEVELOPMENT, LLC,** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 99-1252503) ("Contractor").

WHEREAS, on November 7, 2025, City issued a Request for Quotation ("RFQ") for the demolition and removal of a structure, removal of overgrowth, structural debris, structure contents, improvements, and any junk on a residential property at 1224 SW 2nd Street, Ocala, Florida, 34471 RFQ No.: GRM/260189 (the "Solicitation"); and

WHEREAS, sixteen (16) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the quote submitted by Magnificent Development, LLC was found to be the lowest; and

WHEREAS, Contractor was chosen as the intended awardee for the demolition and removal of a structure, removal of overgrowth, structural debris, structure contents, improvements, and any junk at 1224 SW 2nd Street, Ocala, Florida (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors are qualified and possess the required current and active Asbestos Supervisor licensure.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City's Solicitation for the Project and the quote submitted by Contractor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes.
   If there is a conflict between the terms of this Agreement and the other Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:
      Exhibit A: Scope of Work (A-1 through A-4)
      Exhibit B: Photos of Structure (B-1 through B-2)
      Exhibit C: Asbestos Survey Report (C-1 through C-26)

      If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit C, then (3) Exhibit B.
3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. **Upon contract execution, salvage rights belong to the Contractor. Salvage by the Contractor is not allowed prior to the issuance of the City's Notice to Proceed.** In the event of a conflict between this Agreement and the Solicitation Documents, this Agreement and all of its Exhibits shall be given precedence to resolve any identified

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inconsistency. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Contractor a lump sum amount of **EIGHT THOUSAND, FIVE-HUNDRED AND NO/100 DOLLARS ($8,500)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work. A permit allowance has been established for this Project in the amount of **ONE HUNDRED FOUR AND NO/100 DOLLARS ($104)** and is included in the Contract Sum.
   A. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Growth Management Department**, Attn: **Shaneka Greene, 201 SE 3rd Street, Second Floor, Ocala, Florida 34471**, E-Mail: sgreene@ocalafl.gov. Weight tickets from a certified landfill must be included with all invoices submitted by Contractor.
   B. **Progress Report and Progress Schedule**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the Percent of Services Completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.
   C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
   D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within thirty (30) calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
   E. **Excess Funds**. If due to mistake, or any other reason, Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within thirty (30) days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
   F. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City and/or charges owed to the City.
   G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
   A. Contractor shall commence work no later than **FIFTEEN (15)** working days from the date of issuance of a Notice to Proceed for the Project by City.

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B. No work shall commence until Contractor has submitted proof of #62-257.900(1) – Notice of Demolition to Florida Department of Environmental Protection and provided proof of mailing for same to the City Project Manager. Demolition may not begin until **TEN (10)** business days (excluding holidays as observed by the State of Florida) after the confirmed delivery date of said Notice. **Notice of Demolition must be sent to FDEP and the City of Ocala Permit applied for within TWO (2) business days after issuance of NTP.**

C. **All work shall be completed by Contractor in a manner satisfactory to the City Project Manager and ready for final payment within SIXTY (60) days of the start date indicated on the Notice to Proceed.**

D. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

E. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.

F. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. All services, work, and materials provided by Contractor under this Agreement shall be provided under the direction and to the satisfaction and approval of the City Project Manager.

   A. The City Project Manager shall decide all questions regarding the quality, acceptability, or workmanship performed, the rate of progress of the work, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and

the information provided by Contractor in its quote. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

(1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
(2) Contractor provides material that does not meet the specifications of the Agreement;
(3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
(4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;
(2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
(3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and

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(4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

9. **LIQUIDATED DAMAGES FOR LATE COMPLETION**. The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Final Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **ONE HUNDRED AND NO/100 DOLLARS ($100)** per day for each calendar day of unexcused delay in achieving Final Completion beyond the date specified for Final Completion in the Contract Documents.

   A. **No Waiver of Rights or Liabilities**. Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.
   B. **Right to Withhold or Deduct Damages**. When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.
   C. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.
   D. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.

10. **CONTRACTOR WARRANTY**. Contractor warrants to City that all materials and work shall be of good quality, free from faults and defects in workmanship, and in conformance with the Contract Documents for a period of **TWO (2)** years from the date of final payment by City. Contractor shall, at its own expense, correct any defect, loss, expense, or other damages arising from its work and shall defend any claims related to same.
11. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
12. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
13. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

   A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.

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B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
C. Contractor has had an opportunity to visit, has visited, and has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
D. Contractor has is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
F. Contractor represents that neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

14. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
B. Contractor shall ensure that a Florida licensed asbestos supervisor with current asbestos supervisor training is on site during all operations of the Contractor under this Agreement and ensure all workers performing tasks within a regulated area hold Florida asbestos work licenses and have undergone appropriate asbestos training as required by law.
C. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
D. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
E. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work, and be responsible for all costs associated with same.

F. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
G. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
H. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
16. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
17. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.
18. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
19. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
    C. Policy must include coverage for contractual liability and independent contractors.
    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

20. **POLLUTION LIABILITY INSURANCE**. Contractors providing services related to the handling, transporting, or abatement of hazardous materials shall provide, for a period of Three (3) Years after final completion of the Work, pollution liability insurance coverage for claims arising from the discharge, dispersal, release, or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water, including groundwater, in an amount not less than One Million Dollars ($1,000,000) per claim, and Two Million Dollars ($2,000,000) aggregate

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limit. This shall also include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for the investigation, defense, or settlement of claims, fines or penalties.

21. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
    A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
    B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
    C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
22. **ADDITIONAL INSURANCE REQUIREMENTS.**
    A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
    B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, or co-insurance penalty to include any loss not covered because of the operation of such deductible, co-insurance penalty, or coverage exclusion or limitation.
    C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
    D. **City as an Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers'

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Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include, or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

23. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

24. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

A. In addition to the requirements set forth in the Solicitation, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.

B. Should the Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

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25. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.
26. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
27. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
28. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
29. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
30. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the

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services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

31. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
32. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
33. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
34. **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

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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.

35. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
36. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
37. **E-VERIFY**. Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
38. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
39. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
40. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
41. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement

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including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

42. **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.

43. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Magnificent Development, LLC Attention: David Gil 1710 Drew St Suite 5 Clearwater, FL, 33755 Phone: (727) 314-0164 E-mail: info@magnificentdevelopment.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 Email: cityattorney@ocalafl.gov

44. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

45. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES

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TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

46. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

47. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

48. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

49. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

50. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

51. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

52. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

53. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

54. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and

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conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

55. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

56. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 1/20/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Peter Lee
5BB28E162F2E4C2...

Peter Lee
City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

Willam E. Sexton, Esq.
City Attorney

MAGNIFICENT DEVELOPMENT, LLC

Signed by:
David Gil
9C368EC514A643E...

By: David Gil
(Printed Name)

Title: OWNER
(Title)

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BACKGROUND

1. Contractor shall demolish and remove a structure located at **1224 SW 2ND ST, Ocala, FL 34471 | 2845-053-023**.
    - demolish and remove improvements, remove junk, and cut and clean lot.
2. Contractor will provide all labor and equipment to complete this project.

PERMIT REQUIREMENTS

1. **City of Ocala Demolition Permit:**
    A. Contractor must obtain a City of Ocala demolition permit.
    B. If Contractor isn't already "certified" with the City of Ocala, Contractor must complete the Contractor Certification Application prior to applying for a City Demolition Permit.
    C. The application for demolition permit is available at: https://www.ocalafl.org/government/city-departments-a-h/growth-management/building/construction-permits
    D. It is the responsibility of the Contractor to obtain the approval signatures of the appropriate representatives of the following agencies listed on the City of Ocala Demolition Permit Application: gas, telephone, telecommunication, water and electric utilities, Cox Cable, a licensed exterminator, planning and environmental review from the City of Ocala's Growth Management Department.
2. No work shall commence, nor will any permits be issued, until all associated contracts have been approved and signed by all applicable parties involved.
3. **Marion County Permits:** In addition to any City required permits, septic tank permits must be obtained from the Marion County Growth Management Services Department, located at 2710 East Silver Springs Boulevard, Ocala, FL 34470. Information regarding septic tank permitting can be obtained by calling the septic permitting office at (352) 438-2417.
4. **Estimated Permit Fees:** The estimated fees and allowance for this project is **$104.**

PROJECT SUMMARY

This project consists of the following:

1. Termination of water and sewer connections at the property line (city meter/sewer laterals) prior to beginning demolition work.
2. Demolition and removal of a **structure, overgrowth, structural debris, structure contents, improvements, and any junk** on the property listed above.
3. Underbrush, overgrowth, and all debris must be removed from the property. All trees, **except for those that are dead,** shall remain.
4. Property shall be graded to final grade, using a box blade.
5. The ground where the buildings are removed will be leveled, and if on a grade, sodded.
6. Any fuel tanks found must be pumped, disconnected, crushed, and backfilled or pumped and completely removed from the property according to Chapter 62-761 of the Florida Administrative Code.

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7. Public sidewalks and driveway aprons must remain intact. Any damage to sidewalks or driveway aprons by the Contractor will be repaired at the Contractor's expense.
8. Any septic tanks will be pumped, crushed and back-filled, according to City requirements, Florida Building and Plumbing codes, and the Marion County Health Department requirements.
9. Any water wells will be capped according to City requirements and Florida Building and Plumbing codes.
10. All items will be removed from the property and properly disposed. **NO** items will be buried.

WEATHER DAYS

1. Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work will be considered in the determination for granting additional days.

CONTRACTOR RESPONSIBILITIES

1. Scheduling of demolition shall be coordinated through **Jennipher Buller,** (352)-629-8309, jbuller@ocalafl.gov.
2. Contractor shall promptly secure all necessary permits, inspections and approvals required and allow inspection of all work by authorized personnel.
3. No work shall commence until the contractor has submitted proof of #62-257.900(1) - Notice of Demolition* to FDEP and provide proof of mailing to the City Project Manager.
4. Contractor must wait ten (10) business days (excluding holidays as observed by the State of Florida) after the confirmed delivery date, prior to starting demolition. Acceptable forms of proof are as follows:
    - USPS Certified Mail receipt
    - FedEx tracking receipt
    - Similar mailing methods, where delivery date can be verified.
5. *FDEP form 62-257.900(1) - Notice of Demolition is available at the following link: https://floridadep.gov/sites/default/files/dep62_257_900%281%29.pdf
6. The Contractor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
7. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
8. The Contractor is responsible for purchasing the permits and ensuring that the hired sub-contractors purchase their required permits.
9. The Contractor must have sufficient equipment to complete work. The City will not pay for rental of additional equipment, purchases of equipment, etc.

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10. Contractor shall leave the property at once, without altercation, if advised to leave by law enforcement or a person claiming to be the property owner and/or property owner's representative. Immediately after leaving, contact the City Project Manager and advise them of the situation.
11. Contractor will be responsible for inspector's overtime.
12. Contractor shall provide on-site sanitary facilities as required by governing agencies.
13. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property within forty-eight (48) hours of notification from the City.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope.
2. Contractor must provide a valid telephone number, email, and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. Contractor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor shall possess and maintain sufficient equipment to complete the work described herein. Contractor's equipment shall be in good repair, and contractor shall have a qualified operator to maintain the care of the equipment. All operators must be trained in proper use and care of equipment. A list of equipment shall be provided to the City upon request.
8. All company shirts and vehicles must display a visible company name/logo.

SUB-CONTRACTORS

1. Contractor must perform a minimum of **30%** of the work with their own forces.

SAFETY

1. The Contractor is solely responsible for ensuring safety during demolition and for conformance to all applicable OSHA standards; and local, state, and national codes concerning safety provisions for their

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employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.

2. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
3. Contractor shall be responsible for securing their equipment, materials, clothing, and other property.
4. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

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DKE ENVIRONMENTAL & CONSTRUCTION SERVICES, INC.
8(a) certified, HUBZone certified, EDWOSB

•8786 Sonoma Coast Drive, Winter Garden, FL 34787
•(407)614-4572 Office
•(814)243-1927 Cell
•dkenvironmental@yahoo.com
•www.dk-environmental.com

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ASBESTOS SURVEY REPORT

PREPARED FOR THE FOLLOWING PROPERTY:



1224 SW 2nd Street
Ocala, FL 34471

PERFORMED ON:

October 06, 2025

PERFORMED AND PREPARED BY:

Chris Ritko
Asbestos Building Inspector
200244

Docusign Envelope ID: D1D5EF5C-1867-44D7-B16F-2315AE0B03E0

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Confidentiality Notice: This Asbestos Survey Report is intended only for the use of the individual or entity addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient or responsible for delivering this report to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this report, in whole or in part, is prohibited. If you have received this report in error, please notify us immediately. Thank you.

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I. INTRODUCTION

Property Address: 1224 SW 2nd Street
Ocala, FL 34471

Survey Performed For: City of Ocala, Code Enforcement
201 SE 3rd Street, 2nd Floor, Ocala, FL 34470

Survey Performed By: Chris Ritko, Asbestos Building Inspector

Company: DK Environmental & Construction Services
8786 Sonoma Coast Drive
Winter Garden, FL 34787
407-614-4572

Date of On-Site Survey: October 06, 2025

Date of Report: October 10, 2025

DK Environmental & Construction Services, Inc. (DKE) has completed a limited Asbestos Survey at the property address listed above. This report contains the results of the Survey. The purpose of this Survey was to identify the presence of asbestos-containing materials that may be disturbed during planned demolition. This limited Asbestos Survey report presents data that describes the location of asbestos-containing material (ACM) identified in the subject property. This Survey was conducted on site by an EPA-trained professional asbestos building inspector.

This report is intended for the exclusive use of our client. The findings are relevant to the conditions observed during the physical process of performing the Survey. These findings should not be treated as absolute, nor should they be relied upon to represent conditions at significantly later dates.

We appreciate the opportunity to provide environmental consulting services to your organization. If you have any questions or need additional assistance, please call (407)614-4572.

Chris Ritko
Asbestos Building Inspector
200244

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II. SURVEY SUMMARY

On October 06, 2025, an Asbestos Survey was performed at 1224 SW 2nd Street, Ocala, FL 34471. The property is a single-family detached dwelling. It is approximately 786 square feet and was constructed in 1958.

The purpose of this Survey was to identify the presence of asbestos-containing materials that may be disturbed during planned demolition. Limited bulk samples were collected and AHERA protocols were adhered to.

The Asbestos Survey consisted of three basic procedures: 1) conducting a visual inspection of the property; 2) identifying homogeneous areas (HAs) of suspect surfacing, thermal system insulation, and miscellaneous materials; and 3) sampling accessible, friable, and non-friable suspect materials. Some building components may have been inaccessible at the time of this screening, or were not tested because they were covered by other building materials (paneling, tile, siding, etc.). It is possible that ACBMs may be hidden by these materials.

The property was visually inspected for the presence of building materials that are suspected to contain asbestos. With regard to asbestos, bulk material samples were collected and analyzed for asbestos content. These services were performed exercising the customary skill and competence of consulting professionals in the relevant disciplines in this region.

Bulk samples of identified suspect ACM were collected and placed into individual containers for transport to a National Voluntary Lab Accreditation Program (NVLAP)/American Industrial Hygiene Association (AIHA)-accredited laboratory for analysis. The collection of bulk samples consisted of physically removing a small piece of material and placing it in a marked, airtight container. The sample container identification numbers were also recorded in the field notes.

III. ASBESTOS OVERVIEW

Asbestos is a generic name given to a fibrous variety of naturally occurring minerals that have been used for many years in commercial products, based on specific properties of the minerals. Asbestos occurs in fiber bundles, which are composed of long and thin fibers that can be easily separated from one another. These mineral products possess high tensile strength, flexibility, resistance to chemical and thermal degradation, and high electrical resistance. The minerals are easily woven into various types of textiles, fabrics, cloths, sheets, panels, or mixed into adhesives, coatings, surfacing materials and cement products. Typically asbestos-containing building materials (ACBM) are segregated into three categories: Thermal System Insulation (TSI) usually found on pipes, boilers, and HVAC ducts; surfacing materials such as sprayed or troweled-on fireproofing and insulation, and plasters; and miscellaneous materials including vinyl composite floor tiles, floor sheeting, adhesives, roofing materials, window glazing and cement products.

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Friable asbestos-containing material (ACM), is defined as any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure. (Sec. 61.141)

Non-friable ACM is any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Supbart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. EPA also defines two categories of non-friable ACM, Category I and Category II non-friable ACM, which are described later in this guidance.

"Regulated Asbestos-Containing Material" (RACM) is (a) friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and the Florida Department of Environmental Protection (FDEP) Asbestos program regulate the removal and disposal of asbestos-containing building materials (any material containing more than 1% asbestos).

Potential effects on workers or occupants in buildings where asbestos-containing materials (ACM) are present may occur when exposure to asbestos fibers is caused by deterioration, damage or renovation disturbance of ACBMs. Federal regulations pertaining to asbestos include 40 Code of Federal Regulations (CFR) 763 (a subchapter of the Toxic Substance Control Act (TSCA)); Occupational Safety and Health Act (OSHA) 29 CFR 1910 Subpart Z and 29 CFR 1926 Subpart Z.

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM) on pipes, 160 square feet of regulated asbestos-containing materials on other facility components, or at least 35 cubic feet of facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping. If dimensions fall below these thresholds, Asbestos NESHAP regulations need not be followed for demolition and/or renovation activities.

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IV. LIMITATIONS

This report has been prepared to assist in evaluating the potential presence of asbestos-containing material in the property. The objective of this assessment was to perform the work with care, exercising the customary skill and competence of consulting professionals in the relevant disciplines in this region. The conclusions presented in this report are professional opinions based upon visual observations of the site at the time of DKE's investigation and the results of laboratory analysis. The opinions presented herein apply to site conditions existing at the time of our investigation and those reasonably foreseeable. DKE cannot act as insurers, and no express or implied representation or warrant is included or intended in our report except that our work was performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession at the time and place the services were rendered. DKE cannot and will not warrant that this Asbestos Survey that was requested by the client will satisfy the dictates of, or provide a legal defense in connection with, any environmental laws or regulations. It is the responsibility of the client to know and abide by all applicable laws, regulations, and standards. The results reported and conclusions reached by DKE are solely for the benefit of the client. The results and opinions in this report, based solely upon the conditions found on the property as of the date of the Survey, will be valid only as of the date of the Survey.

Please note that the test results relate only to those homogeneous materials tested. If conditions or materials, other than those addressed in this report are encountered during the planned renovation/demolition activities, DKE should be contacted to assess the potential impact of these materials or conditions relative to the findings or recommendations included herein. The survey was performed by observing suspect materials throughout the structure where accessible. DKE must emphasize that it is not possible to look within every location of a building. The visual survey documents only general locations of suspect materials but does not determine exact boundaries. Concealed locations of asbestos may exist at the subject property, and the levels may vary from those stated in this report. There may be variations in the composition of materials which appear similar. Materials may be hidden from view and not accessible. No attempt was made to disassemble equipment or demolish structural elements and finishes as this is beyond the scope of our authorized services. Visual observations were made only at safe and convenient locations. Due to these limitations, wall voids, flooring under carpet, building cavities and mechanical equipment, and other areas may contain unreported asbestos-containing materials. Suspect materials not previously identified in this report may be encountered during any renovation/demolition activity. These materials should be assumed asbestos containing material until sample collection and subsequent analysis prove otherwise. Unsafe structures should be assumed to contain asbestos materials unless the suspect material is noted as sampled. All fire doors should be assumed asbestos containing material since disassembly of locks and/or other work to access the door insulation is not possible.

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V. ANALYTICAL RESULTS

Samples were analyzed by Hayes Microbial Consulting in Midlothian, VA. Hayes Microbial Consulting is an American Industrial Hygiene Association (AIHA)-accredited laboratory.

All samples were analyzed utilizing Polarized Light Microscopy (PLM) according to EPA Method 600/R-93/116. Any material that contains greater that one percent asbestos is considered an ACM and must be handled according to the Occupational Safety and Health Administration (OSHA), EPA and applicable state and local regulations.

The following table contains information regarding bulk samples found to contain asbestos by definition. The laboratory report has also been included at the end of this report.

Bulk Collection and Sample Analysis Results

Sample Number	*Description*	*Condition*	*Friable*	*Asbestos Percent and Type*	*Location/ Amount*	*NESHAP Category*
1224-1-1	Asphalt Shingle/Black	Intact	No	None Detected	Typical Exterior Roof	NA
1224-1-1	Tar/Black	Intact	No	None Detected	Typical Exterior Roof	NA
1224-1-2	Asphalt Shingle/Black	Intact	No	None Detected	Typical Exterior Roof	NA
1224-1-2	Tar/Black	Intact	No	None Detected	Typical Exterior Roof	NA
1224-2-1	Caulk/White	Intact	No	None Detected	Typical Exterior Doors/Windows	NA
1224-2-2	Caulk/White	Intact	No	None Detected	Typical Exterior Doors/Windows	NA
1224-3-1	Concrete Block/Mortar/Gray	Intact	No	None Detected	Typical Exterior Walls	NA
1224-3-2	Concrete Block/Mortar/Gray	Intact	No	None Detected	Typical Exterior Walls	NA
1224-4-1	Concrete/Gray	Intact	No	None Detected	Exterior Front Porch Floor	NA
1224-4-2	Concrete/Gray	Intact	No	None Detected	Exterior Front Porch Floor	NA
1224-5-1	Laminate Flooring/Brown	Intact	No	None **Detected**	Typical Interior	NA

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Bulk Collection and Sample Analysis Results

Sample Number	*Description*	*Condition*	*Friable*	*Asbestos Percent and Type*	*Location/ Amount*	*NESHAP Category*
1224-5-2	Laminate Flooring/Brown	Intact	No	None **Detected**	Typical Interior	NA
1224-6-1	Joint Compound/White	Intact	No	None **Detected**	Typical Interior Walls	NA
1224-6-1	Drywall/White	Intact	No	None **Detected**	Typical Interior Walls	NA
1224-6-2	Joint Compound/White	Intact	No	None **Detected**	Typical Interior Walls	NA
1224-6-2	Drywall/White	Intact	No	None **Detected**	Typical Interior Walls	NA
1224-7-1	Plaster/Rough Coat/Cream	Intact	No	None **Detected**	Typical Interior Walls	NA
1224-7-2	Plaster/Rough Coat/Cream	Intact	No	None **Detected**	Typical Interior Walls	NA
1224-7-3	Plaster/Rough Coat/Gray	Intact	No	None **Detected**	Typical Interior Walls	NA
1224-8-1	Ceramic Tile/White	Intact	No	None **Detected**	Interior Bathroom	NA
1224-8-1	Grout/White	Intact	No	None **Detected**	Interior Bathroom	NA
1224-8-1	Mortar/Gray	Intact	No	None **Detected**	Interior Bathroom	NA
1224-8-2	Ceramic Tile/White	Intact	No	None **Detected**	Interior Bathroom	NA
1224-8-2	Grout/White	Intact	No	None **Detected**	Interior Bathroom	NA
1224-8-2	Mortar/Gray	Intact	No	None **Detected**	Interior Bathroom	NA
1224-9-1	Insulation/White	Intact	No	None **Detected**	Typical Interior	NA
1224-9-2	Insulation/White	Intact	No	None **Detected**	Typical Interior	NA
1224-10-1	Caulk/White	Intact	No	None **Detected**	Typical Interior Windows	NA
1224-10-2	Caulk/White	Intact	No	None **Detected**	Typical Interior Windows	NA

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VI. ASBESTOS RECOMMENDATIONS

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM) on pipes, 160 square feet of regulated asbestos-containing materials on other facility components, or at least 35 cubic feet of facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping. If dimensions fall below these thresholds, Asbestos NESHAP regulations need not be followed for demolition and/or renovation activities.

The EPA and NESHAP recommend that a point-counting procedure be utilized for confirmation of asbestos percentage in friable materials that are visually estimated by PLM methodology to contain less than 10% asbestos. The 400 Point Count Procedure referenced in EPA 600/M4-82-020 (1987) and EPA 600/R-93/116 (1993) is commonly employed. Without the material being point counted or if point counting determined that material contains greater than one percent asbestos, it would be deemed an asbestos containing material and would need to be removed by a Florida licensed asbestos contractor prior to disturbance.

Disturbances to Asbestos Containing Materials:

- Should be performed by a Florida Licensed Asbestos Abatement Contractor

- U.S. Occupational Safety and Health Administration (OSHA) regulations apply to the disturbance of material; containing any percentage of asbestos fibers as outlined in 29 CFR 1926.1101-OSHA's Asbestos Standard for the Construction Industry. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.

- OSHA 29 CFR 1910.1001. OSHA 29 CFR 1910.1001 requires the communication of information concerning asbestos hazards. Employees engaged in work activities with installed ACM may be exposed to asbestos fibers. The owner or operator should take the necessary steps to reduce the potential for disturbance.

EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) is applicable to amounts of asbestos that contains at least 260 linear feet on pipes or at least 160 square feet on other facility components, or (ii) At least 35 cubic feet off facility components where the length or area could not be measured previously.

The EPA’s National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and the Florida Department of Environmental Protection (DEP) Asbestos program regulate the removal and disposal of asbestos-containing building materials. The Florida Department of Environmental Protection (DEP) administers an asbestos removal program under Chapter 62-257, Florida

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Administrative Code. The Asbestos NESHAP has been adopted by reference in section 62-204.800, Florida Administrative Code. The program's intent is to minimize the release of asbestos fibers during activities involving the processing, handling, and disposal of asbestos-containing material.

The regulations of these agencies require the removal of friable asbestos-containing materials prior to extensive renovation or demolition projects, and the removal of non-friable asbestos-containing materials that may be rendered friable in the course of renovation or demolition projects. Only a Florida licensed asbestos contractor using properly trained, certified, and licensed asbestos workers can perform asbestos removal projects in Florida. Air monitoring during and after abatement activities is also recommended to document the fiber levels inside and outside the abatement work area.

The asbestos NESHAP requires that an asbestos trained person be on site i.e. 40 CFR 61.145 (c) (8) states in part "no RACM shall be stripped, removed, or otherwise handled or disturbed at a facility regulated by this section unless at least one on-site representative, such as a foreman or management level person or other authorized person, trained in the provisions of this regulation and the means of complying with them is present."

DEP recommends that this "trained person" be on site when non-friable ACM is present so that developing problems can be caught early and corrected without delay. In addition, the regulations require the owner of the building and/or the operator to notify the applicable DEP District Office or Local Pollution Control Agency before any demolition, or before renovations of buildings that contain a certain threshold amount of asbestos or asbestos containing materials.

Florida requires the submission of a 10-Day Notification for all renovations and demolitions of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM), 160 square feet of regulated asbestos containing materials on other facility components, or at least 35 cubic feet off facility components. Asbestos waste requires disposal at an approved solid waste disposal facility.

Local agencies may also have specific requirements for demolition/renovation projects involving asbestos-containing building materials.

OSHA 29 CFR 1910.1001 requires the communication of information concerning asbestos hazards. Employees engaged in work activities with installed ACM may be exposed to asbestos fibers. The owner or operator should take the necessary steps to reduce the potential for disturbance.

29 CFR 1926.1101- OSHA's Asbestos Standard for the Construction Industry does apply to the abatement, renovation and/or demolition of all buildings identified with asbestos containing material. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.

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If asbestos containing materials identified within, or on, the property will be disturbed or otherwise caused to become friable within the scope of the renovation, they should be removed from the structures prior to the maneuvers taking place according to applicable regulations.

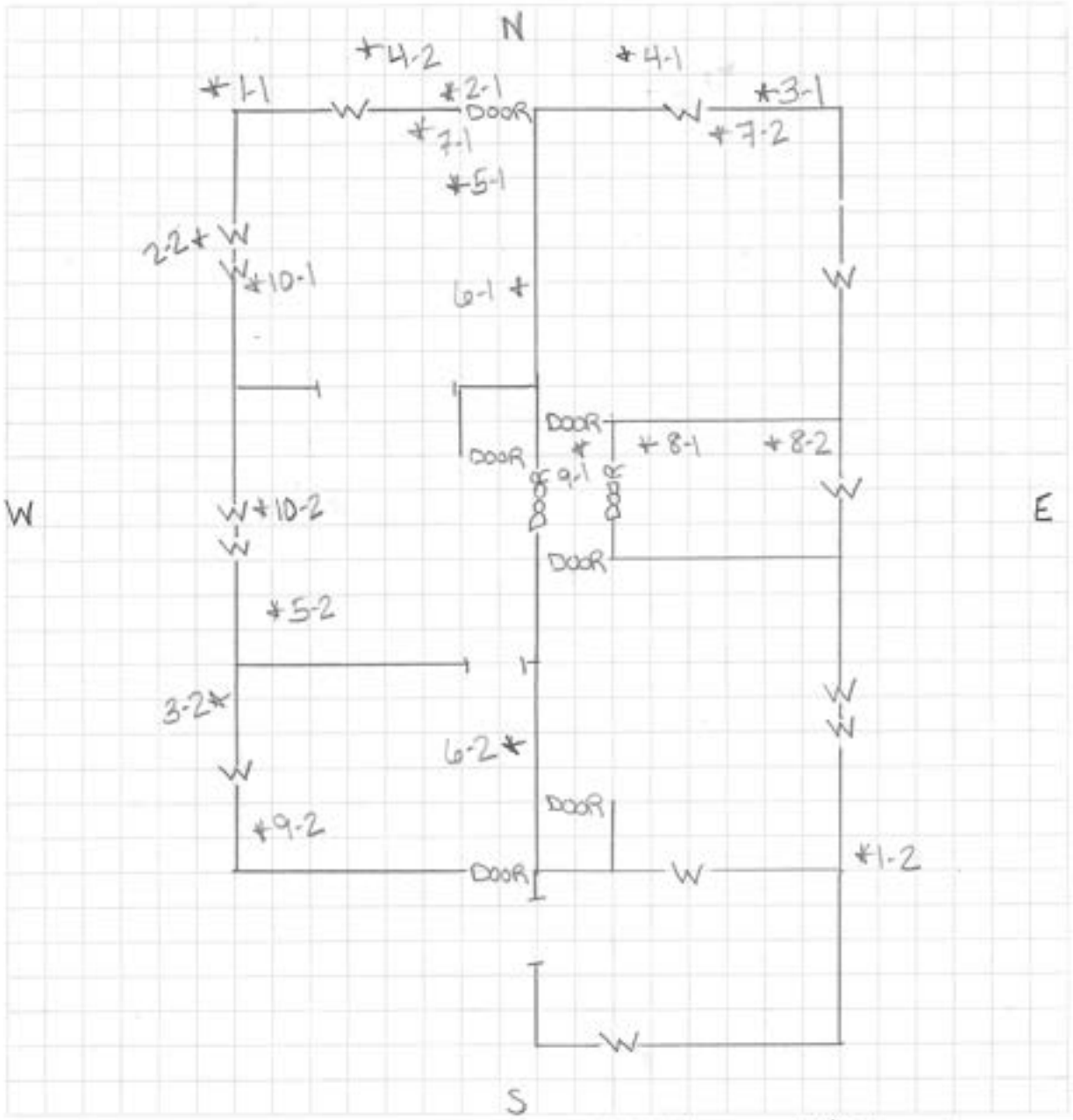
No other recommendations regarding asbestos containing materials are required at this time. In the event concealed building materials are discovered during future renovation or demolition activities, which are suspected to contain asbestos, the materials should be sampled and analyzed to confirm the presence of asbestos prior to the disturbing such materials.

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VII. SAMPLING LOCATIONS FLOOR PLAN

DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive, Winter Garden, FL 34787
407-614-4572 814-243-1927
dkenvironmental@yahoo.com

SITE PLAN



Case #_____ Address 1224 SW 2nd Street Ocala, FL 34471

Docusign Envelope ID: D1D5EF5C-1867-44D7-B16F-2315AE0B03E0

VIII. SAMPLING PHOTOGRAPHS



1224-1
Asphalt Shingle/Tar
Typical Exterior Roof



1224-2
Caulk
Typical Exterior Doors/Windows



1224-3
Concrete Block/Mortar
Typical Exterior Walls



1224-4
Concrete
Exterior Front Porch Floor



1224-5
Laminate Flooring
Typical Interior



1224-6
Drywall/Joint Compound
Typical Interior Walls

Docusign Envelope ID: D1D5EF5C-1867-44D7-B16F-2315AE0B03E0



1224-7
Plaster
Typical Interior Walls



1224-8
Ceramic Tile/Grout
Interior Bathroom



1224-9
Insulation
Typical Interior



1224-10
Caulk
Typical Interior Windows

Docusign Envelope ID: D1D5EF5C-1867-44D7-B16F-2315AE0B03E0

IX. LICENSING



Asbestos Consulting & Training Systems

This is to Certify that

Chris Ritko

XXX-XX-5510

8786 Sonoma Coast Drive, Winter Garden, FL 34787

has successfully completed an English

Asbestos Building Inspection Refresher

9-Sep-25 TO 9-Sep-25

and has completed the requisite training for TSCA

Meets state requirements of FL45-000100/CH-0006173

NDAAC Provider #451 Trainer(s): Alberto Ana

Training Address: 4241 Baymeadows Rd Ste1. Jacksonville, FL, 32217

Successful course completion based on exam score on: 09/09/25

James F. Stamp, Course Sponsor

This Certificate Expires:

9-Sep-26 09/09/26

Certificate Number: 208244

Course Number: JE2537

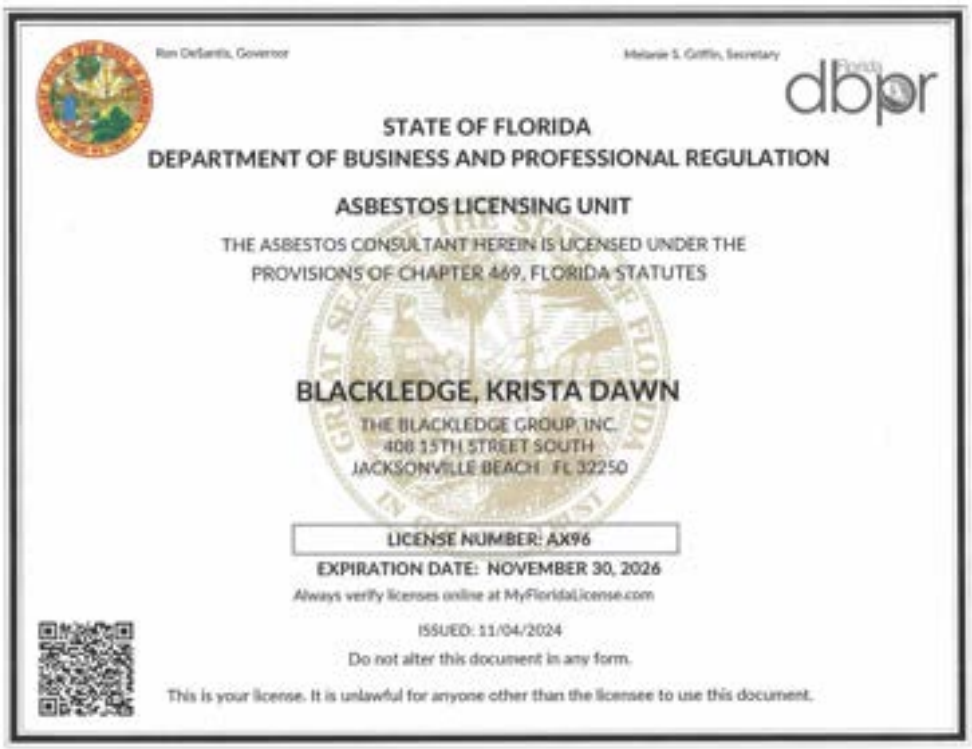
Processed By:

Seagull

To Authenticate Certificate

www.seagulltraining.com

1-800-366-9933



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS CONSULTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

BLACKLEDGE, KRISTA DAWN

THE BLACKLEDGE GROUP, INC.

408 15TH STREET SOUTH

JACKSONVILLE BEACH FL 32250

LICENSE NUMBER: AX96

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/04/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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X. GLOSSARY

Active waste disposal site: any disposal site other than an inactive site.

Adequately wet: sufficiently mix or penetrate with liquid to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material, then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wet.

Asbestos: the asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite.

Asbestos-containing waste materials: mill tailings or any waste that contains commercial asbestos and is generated by a source subject to the provisions of this subpart. This term includes filters from control devices, friable asbestos waste material, and bags or other similar packaging contaminated with commercial asbestos. As applied to demolition and renovation operations, this term also includes regulated asbestos-containing material waste and materials contaminated with asbestos including disposable equipment and clothing.

Asbestos mill: any facility engaged in converting, or in any intermediate step in converting, asbestos ore into commercial asbestos. Outside storage of asbestos material is not considered a part of the asbestos mill.

Asbestos tailings: any solid waste that contains asbestos and is a product of asbestos mining or milling operations.

Asbestos waste from control devices: any waste material that contains asbestos and is collected by a pollution control device.

Category I non-friable asbestos-containing material (ACM): asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy.

Category II non-friable ACM: any material, excluding Category I non-friable ACM, containing more than 1 percent asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Commercial asbestos: any material containing asbestos that is extracted from ore and has value because of its asbestos content.

Cutting: to penetrate with a sharp-edged instrument and includes sawing, but

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does not include shearing, slicing, or punching.

Demolition: the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.

Emergency renovation operation: a renovation operation that was not planned but results from a sudden, unexpected event that, if not immediately attended to, presents a safety or public health hazard, is necessary to protect equipment from damage, or is necessary to avoid imposing an unreasonable financial burden. This term includes operations necessitated by nonroutine failures of equipment.

Fabricating: any processing (e.g., cutting, sawing, drilling) of a manufactured product that contains commercial asbestos, with the exception of processing at temporary sites (field fabricating) for the construction or restoration of facilities. In the case of friction products, fabricating includes bonding, debonding, grinding, sawing, drilling, or other similar operations performed as part of fabricating.

Facility: any institutional, commercial, public, industrial, or residential structure, installation, or building (including any structure, installation, or building containing condominiums or individual dwelling units operated as a residential cooperative, but excluding residential buildings having four or fewer dwelling units); any ship; and any active or inactive waste disposal site. For purposes of this definition, any building, structure, or installation that contains a loft used as a dwelling is not considered a residential structure, installation, or building. Any structure, installation or building that was previously subject to this subpart is not excluded, regardless of its current use or function.

Facility component: any part of a facility including equipment.

Friable asbestos material: any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763 section 1, Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10 percent as determined by a method other than point counting by polarized light microscopy (PLM), verify the asbestos content by point counting using PLM.

Fugitive source: any source of emissions not controlled by an air pollution control device.

Glove bag: a sealed compartment with attached inner gloves used for the handling of asbestos-containing materials. Properly installed and used, glove bags provide a small work area enclosure typically used for small-scale asbestos stripping operations. Information on glove-bag installation, equipment and supplies, and work practices is contained in the Occupational Safety and Health

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Administration's (OSHA's) final rule on occupational exposure to asbestos (appendix G to 29 CFR 1926.58).

Grinding: to reduce to powder or small fragments and includes mechanical chipping or drilling.

In poor condition: the binding of the material is losing its integrity as indicated by peeling, cracking, or crumbling of the material.

Inactive waste disposal site: any disposal site or portion of it where additional asbestos-containing waste material has not been deposited within the past year.
Installation means any building or structure or any group of buildings or structures at a single demolition or renovation site that are under the control of the same owner or operator (or owner or operator under common control).

Leak-tight: solids or liquids cannot escape or spill out. It also means dust-tight.

Malfunction: any sudden and unavoidable failure of air pollution control equipment or process equipment or of a process to operate in a normal or usual manner so that emissions of asbestos are increased. Failures of equipment shall not be considered malfunctions if they are caused in any way by poor maintenance, careless operation, or any other preventable upset conditions, equipment breakdown, or process failure.

Manufacturing: the combining of commercial asbestos-or, in the case of woven friction products, the combining of textiles containing commercial asbestos-with any other material(s), including commercial asbestos, and the processing of this combination into a product. Chlorine production is considered a part of manufacturing.

Natural barrier: a natural object that effectively precludes or deters access. Natural barriers include physical obstacles such as cliffs, lakes or other large bodies of water, deep and wide ravines, and mountains. Remoteness by itself is not a natural barrier.

Non-friable asbestos-containing material: any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Nonscheduled renovation operation: a renovation operation necessitated by the routine failure of equipment, which is expected to occur within a given period based on past operating experience, but for which an exact date cannot be predicted.

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Outside air: the air outside buildings and structures, including, but not limited to, the air under a bridge or in an open air ferry dock.

Owner or operator of a demolition or renovation activity: any person who owns, leases, operates, controls, or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls, or supervises the demolition or renovation operation, or both.

Particulate asbestos material: finely divided particles of asbestos or material containing asbestos.

Planned renovation operations: a renovation operation, or a number of such operations, in which some RACM will be removed or stripped within a given period of time and that can be predicted. Individual nonscheduled operations are included if a number of such operations can be predicted to occur during a given period of time based on operating experience.

Regulated asbestos-containing material (RACM): (a) Friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

Remove: to take out RACM or facility components that contain or are covered with RACM from any facility.

Renovation: altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component. Operations in which load-supporting structural members are wrecked or taken out are demolitions.

Resilient floor covering: asbestos-containing floor tile, including asphalt and vinyl floor tile, and sheet vinyl floor covering containing more than 1 percent asbestos as determined using polarized light microscopy according to the method specified in appendix E, subpart E, 40 CFR part 763, Section 1, Polarized Light Microscopy.

Roadways: surfaces on which vehicles travel. This term includes public and private highways, roads, streets, parking areas, and driveways.

Strip: to take off RACM from any part of a facility or facility components.

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Structural member: any load-supporting member of a facility, such as beams and load supporting walls; or any nonload-supporting member, such as ceilings and nonload-supporting walls.

Visible emissions: any emissions, which are visually detectable without the aid of instruments, coming from RACM or asbestos-containing waste material, or from any asbestos milling, manufacturing, or fabricating operation. This does not include condensed, uncombined water vapor.

Waste generator: any owner or operator of a source covered by this subpart whose act or process produces asbestos-containing waste material.

Waste shipment record: the shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of asbestos-containing waste material.

Working day: Monday through Friday and includes holidays that fall on any of the days Monday through Friday.

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HAYES MICROBIAL CONSULTING

#25050136

Analysis Report prepared for

DK Environmental & Construction Services, Inc.

8786 Sonoma Coast Drive
Winter Garden, FL 34787

Phone: **(814) 243-1927**

1224 SW 2nd Street
Ocala, FL 34471

Collected: **October 6, 2025**
Received: **October 9, 2025**
Reported: **October 10, 2025**

We would like to thank you for trusting Hayes Microbial for your analytical needs!
We received 21 samples by UPS in good condition for this project on October 9th, 2025.

The results in this analysis pertain only to this job, collected on the stated date, and should not be used in the interpretation of any other job. Information supplied by the customer can affect the validity of results. These results apply only to the samples as received. This report may not be duplicated, except in full, without the written consent of Hayes Microbial Consulting, LLC.

All information provided to Hayes Microbial is confidential information relating to our customers and their clients. We will not disclose, copy, or distribute any information verbally or written, except to those designated by the customer(s). We take confidentiality very seriously. No changes to the distribution list will be made without the express consent of the customer.

This laboratory bears no responsibility for sample collection activities, analytical method limitations, or your use of the test results. Interpretation and use of test results are your responsibility. Any reference to health effects or interpretation of mold levels is strictly the opinion of Hayes Microbial. In no event, shall Hayes Microbial or any of its employees be liable for lost profits or any special, incidental or consequential damages arising out of the use of these test results.

Steve Hayes, BSMT(ASCP)
Laboratory Director
Hayes Microbial Consulting, LLC.

EPA Laboratory ID: VA01419

DPH License: #PH-0198

Docusign Envelope ID: D1D5EF5C-1867-44D7-B16F-2315AE0B03E0

Chris Ritko, MRSA2640
DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive
Winter Garden, FL 34787
(814) 243-1927

Exhibit C - Asbestos Survey Report

1234 SW 10th Street
Ocala, FL 34471

#25050136

CONTRACT # GRM/260189

Asbestos PLM Bulk

EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
1	1224-1-1 - Asphalt Shingles / Tar / Typical Exterior Roof	Heterogenous / Shingle / Black	85%	15% Fiberglass	**None Detected**
		Homogenous / Tar / Black	100%		**None Detected**
2	1224-1-2 - Asphalt Shingles / Tar / Typical Exterior Roof	Heterogenous / Shingle / Black	85%	15% Fiberglass	**None Detected**
		Homogenous / Tar / Black	100%		**None Detected**
3	1224-2-1 - Caulk / Typical Exterior Doors / Windows	Homogenous / Caulk / White	100%		**None Detected**
4	1224-2-2 - Caulk / Typical Exterior Doors / Windows	Homogenous / Caulk / White	100%		**None Detected**
5	1224-3-1 - Concrete Block / Mortar / Typical Exterior Walls	Heterogenous / Cementitious / Gray	100%		**None Detected**
6	1224-3-2 - Concrete Block / Mortar / Typical Exterior Walls	Heterogenous / Cementitious / Gray	100%		**None Detected**
7	1224-4-1 - Concrete / Exterior Front Porch Floor	Heterogenous / Cementitious / Gray	100%		**None Detected**
8	1224-4-2 - Concrete / Exterior Front Porch Floor	Heterogenous / Cementitious / Gray	100%		**None Detected**
9	1224-5-1 - Laminate Flooring / Flooring / Typical Interior	Heterogenous / Linoleum / Brown	100%		**None Detected**

Collected: **Oct 6, 2025** Received: **Oct 9, 2025** Reported: **Oct 10, 2025**

HAYES MICROBIAL CONSULTING

Project Analyst: Megan Audia, Megan Audia Date: 10 - 09 - 2025

Reviewed By: Brian Keith, Date: 10 - 10 - 2025

3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112 (804) 562-3435 contact@hayesmicrobial.com

Docusign Envelope ID: D1D5EF5C-1867-44D7-B16F-2315AE0B03E0

Chris Ritko, MRSA2640
DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive
Winter Garden, FL 34787
(814) 243-1927

Exhibit C Asbestos Survey Report
1234 SW Asbestos Street
Ocala, FL 34471

#25050136
CONTRACT # GRM/260189

Asbestos PLM Bulk
EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
10	1224-5-2 - Laminate Flooring / Flooring / Typical Interior	Heterogenous / Linoleum / Brown	100%		**None Detected**
11	1224-6-1 - Drywall / Joint Compound / Typical Interior Walls	Homogenous / Joint Compound / White	100%		**None Detected**
		Heterogenous / Drywall / White	95%	5% Cellulose Fibers	**None Detected**
12	1224-6-2 - Drywall / Joint Compound / Typical Interior Walls	Homogenous / Joint Compound / White	100%		**None Detected**
		Heterogenous / Drywall / White	95%	5% Cellulose Fibers	**None Detected**
13	1224-7-1 - Plaster / Typical Interior Walls	Heterogenous / Rough Coat / Cream	100%		**None Detected**
14	1224-7-2 - Plaster / Typical Interior Walls	Heterogenous / Rough Coat / Cream	100%		**None Detected**
15	1224-7-3 - Plaster / Typical Interior Walls	Heterogenous / Rough Coat / Gray	100%		**None Detected**
16	1224-8-1 - Ceramic Tile / Grout / Interior Bathroom	Heterogenous / Ceramic Tile / White	100%		**None Detected**
		Homogenous / Grout / White	100%		**None Detected**
		Heterogenous / Mortar / Gray	100%		**None Detected**

Collected: **Oct 6, 2025** Received: **Oct 9, 2025** Reported: **Oct 10, 2025**

Project Analyst: Megan Audia, Megan Audia Date: 10 - 09 - 2025

Reviewed By: Brian Keith, Date: 10 - 10 - 2025

HAYES MICROBIAL CONSULTING
3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112 (804) 562-3435 contact@hayesmicrobial.com

Docusign Envelope ID: D1D5EF5C-1867-44D7-B16F-2315AE0B03E0

Chris Ritko, MRSA2640
DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive
Winter Garden, FL 34787
(814) 243-1927

Exhibit C - Asbestos Survey Report
1234 SW 10th Street
Ocala, FL 34471

#25050136
CONTRACT # GRM/260189

Asbestos PLM Bulk
EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
17	1224-8-2 - Ceramic Tile / Grout / Interior Bathroom	Heterogenous / Ceramic Tile / White	100%		**None Detected**
		Homogenous / Grout / White	100%		**None Detected**
		Heterogenous / Mortar / Gray	100%		**None Detected**
18	1224-9-1 - Insulation / Typical / Interior	Homogenous / Insulation / White	2%	98% Mineral/Glass wool	**None Detected**
19	1224-9-2 - Insulation / Typical / Interior	Homogenous / Insulation / White	2%	98% Mineral/Glass wool	**None Detected**
20	1224-10-1 - Caulk / Typical / Interior Windows	Homogenous / Caulk / White	100%		**None Detected**
21	1224-10-2 - Caulk / Typical / Interior Windows	Homogenous / Caulk / White	100%		**None Detected**

Docusign Envelope ID: D1D5EF5C-1867-44D7-B16F-2315AE0B03E0

Chris Ritko, MRSA2040
DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive
Winter Garden, FL 34787
(814) 243-1927

Exhibit C - Asbestos Survey Report
1324 SW 22nd Street
Ocala, FL 34471

CONTRACT # GRM/260189

#25050136

Asbestos Analysis Information

Analysis Details	All samples were received in acceptable condition unless otherwise noted on the report. This report must not be used by the client to claim product certification, approval, or endorsement by AIHA, NIST, NVLAP, NY ELAP, or any agency. The results relate only to the items tested. Hayes Microbial Consulting reserves the right to dispose of all samples after a period of 60 days in compliance with state and federal guidelines.
PLM Analysis	All Polarized Light Microscopy (PLM) results include an inherent uncertainty of measurement associated with estimating percentages by PLM. Materials with interfering matrix, low asbestos content, or small fiber size may require additional analysis via TEM Analysis.
TEM Analysis	Analysis by TEM is capable of providing positive identification of asbestos type(s) and semi-quantitation of asbestos content.
Definitions	'None Detected' - Below the detected reporting limit of 1% unless point counting is performed, then the detected reporting limit is .25%.
New York ELAP	Per NY ELAP198.6 (NOB), TEM is the only reliable method to declare an NOB material as Non-Asbestos Containing. Any NY ELAP samples that are subcontracted to another laboratory will display the name and ELAP Lab Identification number in the report page heading of those samples. The original report provided to Hayes Microbial Consulting is available upon request.

Docusign Envelope ID: D1D5EF5C-1867-44D7-B16F-2315AE0B03E0

DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive
Winter Garden, FL 34787
407-614-4572
814-243-1927
dkenvironmental@yahoo.com

Chain of Custody

N
SHIP: UPS - SD
DATE: 10-09-2025
1415 1039 5854 593

ASBESTOS
25050136

Job Number:	Job Name: 1224 SW 2ND STREET OCALA, FL 34471	Collector:	Email: dkenvironmental@yahoo.com
Date Collected: 10/06/25		Notes: **STOP AT FIRST POSITIVE (IF APPLICABLE)**	
Mobile:			

Sample #	Sample Name	Analysis Type	Volume	TAT	Notes
1224-1-(1-2)	ASPHALT SHINGLES/TAR/TYPICAL EXTERIOR ROOF	PLM		1 DAY	
1224-2-(1-2)	CAULK/TYPICAL EXTERIOR DOORS/WINDOWS				
1224-3-(1-2)	CONCRETE BLOCK/MORTAR/TYPICAL EXTERIOR WALLS				
1224-4-(1-2)	CONCRETE/EXTERIOR FRONT PORCH ~~FLOOR~~ FLOOR				
1224-5-(1-2)	LAMINATE FLOORING/TYPICAL INTERIOR				
1224-6-(1-2)	DRYWALL/JOINT COMPOUND/TYPICAL INTERIOR WALLS				
1224-7-(1-3)	PLASTER/TYPICAL INTERIOR WALLS				
1224-8-(1-2)	CERAMIC TILE/GROUT/INTERIOR BATHROOM				
1224-9-(1-2)	INSULATION/TYPICAL INTERIOR				
1224-10-(1-2)	CAULK/TYPICAL INTERIOR WINDOWS				

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Analysis Type		Description	TAT	Sample Types
Spore Trap	S	Identification & Enumeration of Fungal Spores	24 Hour	Spore Trap cassettes, Impact slides
	S+	I & E of Fungal Spores + total dander, fiber and pollen count	24 Hour	Spore Trap cassettes, Impact slides
Direct ID	D	ID and Semi-quantative enumeration of spores and mycelium	24 Hour	Tape, Bio-Tape, Swab, Bulk, Agar Plate for ID only
	D+	ID and Enumeration with spores count	24 Hour	Tape, Bio-Tape, Swab, Bulk, Agar Plate for ID only
Culture	C1	Identification & Enumeration of Mold only	7 Day	Anderson Air Plate, Swab, Bulk
	C2	Identification & Enumeration of Bacteria only	4 Day	Anderson Air Plate, Swab, Bulk
	C3	Identification & Enumeration of Mold and Bacteria	7 Day	Anderson Air Plate, Swab, Bulk
	C5	Coliform Screen for Sewage Bacteria	2 Day	Anderson Air Plate, Swab, Bulk
Dust Mite	A1	Semi-quantative analysis of dust mite allergen	24 Hour	Bulk Dust
Particle	P	Total Particulate Analysis	24 Hour	Spore Trap cassettes, Impact slides, Bio-Tape

Relinquished by:	Date: 10/06/25	Rcvd By: MBA	Date: 10/9/25	Time:

Certificate Of Completion

Envelope Id: D1D5EF5C-1867-44D7-B16F-2315AE0B03E0 Status: Completed

Subject: SIGNATURE - AGREEMENT FOR DEMOLITION AND REMOVAL OF STRUCTURE AT 1224 SW 2ND STREET (GRM/260189)

Source Envelope:

Document Pages: 47 Signatures: 4 Envelope Originator:

Certificate Pages: 5 Initials: 0 Amber Bartleson

AutoNav: Enabled 110 SE Watula Avenue

EnvelopeId Stamping: Enabled City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada) Ocala, FL 34471

abartleson@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original Holder: Amber Bartleson Location: DocuSign

1/12/2026 10:43:11 AM abartleson@ocalafl.gov

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: City of Ocala - Procurement & Contracting Location: Docusign

Signer Events	Signature	Timestamp
David Gil info@magnificentdevelopment.com OWNER Security Level: Email, Account Authentication (None)	Signed by: David Gil 9C368EC514A843E... Signature Adoption: Pre-selected Style Using IP Address: 2603:9000:8e00:226e:e1fa:9a09:db57:c5d	Sent: 1/12/2026 10:45:07 AM Viewed: 1/20/2026 9:41:43 AM Signed: 1/20/2026 10:18:51 AM
Electronic Record and Signature Disclosure: Accepted: 1/20/2026 9:41:43 AM ID: ecd160ca-8068-46d3-b1e5-6b9c541cb980		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/20/2026 10:18:53 AM Viewed: 1/27/2026 3:13:32 PM Signed: 1/28/2026 11:07:56 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/28/2026 11:07:58 AM Viewed: 2/2/2026 2:05:22 PM Signed: 2/2/2026 2:05:42 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/2/2026 2:05:43 PM Viewed: 2/2/2026 2:06:23 PM Signed: 2/2/2026 2:06:52 PM

Signer Events	Signature	Timestamp

Electronic Record and Signature Disclosure:
Accepted: 2/2/2026 2:06:23 PM
ID: 5357ed02-3902-4bab-a63b-f2c23fb69f79

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/12/2026 10:45:07 AM
Certified Delivered	Security Checked	2/2/2026 2:06:23 PM
Signing Complete	Security Checked	2/2/2026 2:06:52 PM
Completed	Security Checked	2/2/2026 2:06:52 PM

Payment Events	Status	Timestamps

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.

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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..

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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.

Docusign Envelope ID: 6EAA9B3A-F160-4FE4-8326-66C3CEF5E12A

Ocala
2065 N.W. 57th Street
Ocala, FL 34475
Phone: 352-351-2345
Fax: 352-351-4907

LAMAR

CONTRACT #GRM/260446

CONTRACT # 5399942

Date: 1/28/2026
New/Renewal: NEW
Account Executive: KEITH HAYES
Phone: 352-351-2345

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	319452-4
Name	CITY OF OCALA
Address	201 SE 3RD ST
City/State/Zip	OCALA, FL 34471-2172
Contact	Holly Lang
Email Address	
Phone #	(352) 629-8481
Fax #	(352) 629-8308
P.O./ Reference #	
Advertiser/Product	SAND & SUN FESTIVAL
Campaign	

Space

# of Panels: 2 — Billing Cycle: Monthly

Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
4500 14924249	269-OCALA, FL	SR 200 S/S .3 MI. E/O I-75 F/W	Yes	Digital Bulletin	10' 6" x 36' 0"		05/03/26-05/16/26	1	$900.00	$900.00
4503 30637342	269-OCALA, FL	17th. St. S/S 500' E/O LAKE WEIR Rd.	Yes	Digital Bulletin	10' 6" x 36' 0"		05/03/26-05/16/26	1	$900.00	$900.00

Total Space Costs: $1,800.00

Special Considerations:

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Media Buyer
(Officer/Title)
of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer: CITY OF OCALA

Signature: DocuSigned by: Peter Lee 5BB28E162F2E4C2... (signature above)

Name: Peter Lee (print name above)

Date: 2/9/2026 (date above)

Approved as to form and Legality:
Signed by: William E. Sexton, E 4A55AB8A8ED04F3...
William E. Sexton
City Attorney

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

DocuSigned by: Keith Hayes 433D635DD34B463...
ACCOUNT EXECUTIVE: KEITH HAYES

DocuSigned by: Dan Nu 7B59F9487E447...
GENERAL MANAGER

2/6/2026
DATE

STANDARD CONDITIONS

1. Late Artwork: The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.

INITIALS DS PL

Docusign Envelope ID: 6EAA9B3A-F160-4FE4-8326-66C3CEF5E12A

Ocala
2065 N.W. 57th Street
Ocala, FL 34475
Phone: 352-351-2345
Fax: 352-351-4907

CONTRACT # 5399942

CONTRACT #GRM/260446

Date: 1/28/2026
New/Renewal: NEW
Account Executive: KEITH HAYES
Phone: 352-351-2345

2. Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.

3. Payment Terms: Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.

4. Service Interruptions: If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.

5. Entire Agreement: This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.

6. Copy Acceptance: Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.

7. Termination: All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.

8. Materials/Storage: Production materials will be held at customer's written request. Storage fees may apply.

9. Installation Lead Time: A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.

10. Customer Provided Production: The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.

11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.

12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.

13. Digital Provisions: Lamar will strive to provide Advertisers with 100% of the time they contract. However, due to problems with power interruptions, emergency governmental warnings (e.g. Amber Alerts) or other unforeseen interruptions, Lamar is guaranteeing copy will be displayed an average of 92.5% of the time contracted. If a location should be lost during the period of display for any reason, a digital location of equal advertising value will be substituted or credit issued for the loss of service. For purposes of determining whether a credit is due, the average number of guaranteed impressions per day will be measured over the duration of the contract, e.g., during a four week contract, the available impressions during the entire four week term of the contract will be calculated and 92.5% of that number will be used as the basis to determine whether a credit is due the Advertiser. If Lamar has provided 92.5% or greater of available impressions, then no credit will be due.

INITIALS DS PL

Ocala
2065 N.W. 57th Street
Ocala, FL 34475
Phone: 352-351-2345
Fax: 352-351-4907

CONTRACT # 5399942

CONTRACT #GRM/260446

Date: 1/28/2026
New/Renewal: NEW
Account Executive: KEITH HAYES
Phone: 352-351-2345

14. Customer Supplied Content (iSpots) License and Indemnity Agreement
Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter of any copy displayed or produced pursuant to this contract.

14(a) - Customer Supplied Content - When Advertiser desires to purchase digital advertising from Lamar featuring images, photographs, graphics, text, data, or other such media ("Customer Supplied Content (CSC)") that will be provided by Advertiser, some of which may be owned and/or provided, directly or indirectly, by a third party (hereinafter "Third Party Customer Supplied Content or Third Party CSC"):
(i) the Advertiser shall be solely responsible to ensure the appropriateness and inoffensive or otherwise innocuous nature of the CSC or Third Party CSC.
(ii) Advertiser acknowledges that Advertiser is solely responsible for acquiring, licensing, and/or purchasing any Third Party CSC and/or has the authority to use and to license CSC and Third Party CSC.
(iii) Advertiser warrants that the CSC and/or Third Party CSC will comply with all applicable local, state and federal laws and regulations.
(iv) Advertiser shall be solely responsible for the truthfulness, accuracy, integrity, and lawfulness of the CSC and/or Third Party CSC.
(v) Advertiser shall defend, cover, indemnify and hold Lamar harmless for all loss, expense or damages, of whatever nature, which may be incurred by Lamar as a result of any claims or actions in connection with Lamar's or Lamar's affiliates and subsidiaries for use of the CSC or Third Party CSC. Claims or Actions shall specifically include but not be limited to the CSC's or Third Party CSC's public appropriateness. The foregoing duty to defend, cover and indemnify shall include, without limitation, a duty to pay any attorneys' fees and other costs of defense incurred by Lamar and its affiliates or subsidiaries.
(vi) Advertiser hereby grants to Lamar a paid up, non-exclusive, royalty-free license to use, reproduce, display, perform and modify the CSC and Third Party CSC, on its digital displays or to adapt the CSC and Third Party CSC for such use. The license granted herein includes the right to prepare works which may be considered derivative works of the CSC and/or Third Party CSC or any intellectual property contained therein. Additionally, Advertiser grants to Lamar such trademark license rights as may be necessary for Lamar to use the CSC and Third Party CSC on its digital displays.

INITIALS DS PL

Certificate Of Completion

Envelope Id: 6EAA9B3A-F160-4FE4-8326-66C3CEF5E12A
Status: Completed
Subject: SIGNATURE - Lamar- Advertising Agreement for Sand & Sun Festival GRM/260446
Source Envelope:
Document Pages: 3
Signatures: 4
Certificate Pages: 5
Initials: 3
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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

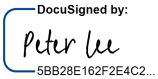
Record Tracking

Status: Original
2/6/2026 9:31:32 AM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Keith Hayes khayes@lamar.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/6/2026 9:42:08 AM ID: 7b23852a-8308-48ad-b04a-ab5a01cde0c5	DocuSigned by: 433D635DD34B463... Signature Adoption: Drawn on Device Using IP Address: 2603:900b:8200:351:ec69:7bed:f5ef:6319 Signed using mobile	Sent: 2/6/2026 9:35:58 AM Viewed: 2/6/2026 9:42:08 AM Signed: 2/6/2026 9:42:13 AM
Doug Noble dnoble@lamar.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/6/2026 10:47:52 AM ID: af9add4c-2fe5-4879-b4f8-83dfc4280b65	DocuSigned by: 71959F94871E447... Signature Adoption: Drawn on Device Using IP Address: 170.85.130.164	Sent: 2/6/2026 9:42:15 AM Viewed: 2/6/2026 10:47:52 AM Signed: 2/6/2026 10:48:13 AM
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b	Signed by: 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/6/2026 10:48:14 AM Viewed: 2/9/2026 2:39:40 PM Signed: 2/9/2026 2:40:44 PM

Signer Events	Signature	Timestamp
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by:  5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/9/2026 2:40:45 PM Viewed: 2/9/2026 5:14:42 PM Signed: 2/9/2026 5:14:58 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

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Envelope Sent	Hashed/Encrypted	2/6/2026 9:35:58 AM
Certified Delivered	Security Checked	2/9/2026 5:14:42 PM
Signing Complete	Security Checked	2/9/2026 5:14:58 PM
Completed	Security Checked	2/9/2026 5:14:58 PM

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

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

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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..

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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.

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- 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.

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Contract # 260479

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 19.0
CANCELS ORIGINAL SHEET NO. 19.0

APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

TIER 1 - Ten (10) kW or Less
TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW
TIER 3 - Greater than 100 kW and Less Than or Equal to Two (2) MW

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net-metering customers located in the area served by the City of Ocala Electric Utility. Please refer to the Ocala Electric Utility Net-Metering Rate Schedule.

Ocala Electric Utility customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the Ocala Electric Utility system are required to complete this application. When the completed application and fees are returned to Ocala Electric Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained at Ocala Electric Utility, located at 201 SE 3rd Street, Ocala, Florida 34471, or may be requested by email from OEU@ocalafl.org.

1. Customer Information

Name: Felix G. Jimenez

Mailing Address: 6730 SW 9th Avenue

City: Ocala State: FL Zip Code: 34476

Phone Number: 203-993-3672 Alternate Phone Number: _____

Email Address: melissajimenezc21@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 556299-263608

2. RGS Facility Information

Facility Location: 6730 SW 9th Avenue Ocala, Fl. 34476

Ocala Electric Utility Customer Account Number: 556299-263608

RGS Manufacturer: Jinko Solar (US) Industries, Inc.

Manufacturer's Address: 4660 New World Avenue
Jacksonville, Fl. 32221

Reference or Model Number: JKM290K-60 (23 Modules 290W)

Serial Number: Inverter-SunnyBoy SMA SB50-ISP-US-40

(Continued on Sheet No.19.1)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

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3. Facility Rating Information

Gross Power Rating: 5.67kWac ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Ocala Electric Utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: Solar PV

Anticipated In- Service Date: 4/7/2018

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is $375 for Tier 2 and $750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

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B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 3rd party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

C. Proof of insurance in the amount of:
Tier 1 - $100,000.00
Tier 2 - $1,000,000.00
Tier 3 - $2,000,000.00

Customer

By: Felix G. Jimenez Date: 2/9/26
(Print Name)

(Signature)

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Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 9th day of February, 20 26, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), the City of Ocala doing business as Ocala Electric Utility, a body politic (hereinafter "OEU"), and Felix G. Jimenez, a retail electric customer of OEU (hereinafter "Customer").

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

(Continued on Sheet No. 20.1)

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Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

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4.04. FMPA and OEU shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any OEU equipment or part of OEU's system; or (b) if either FMPA or OEU determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU electric system.

Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to OEU electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by OEU or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

(Continued on Sheet No. 20.3)

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Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02 Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

(Continued on Sheet No. 20.4)

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7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, OEU, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEU, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, OEU, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or OEU of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

(Continued on Sheet No. 20.5)

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

City of Ocala Electric Utility

By: Janice Mitchell
55198B43858A4E1...

Title: CFO

Date: 2/12/2026

Florida Municipal Power Agency

DocuSigned by:

By: _____
087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 2/12/2026

Customer

By: Felix G. Jimenez (Print Name) Date: 2/9/26

(Signature)

Customer's City of Ocala Electric Utility Account Number: 556299-263608

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

(Continued on Sheet No. 20.6)

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Tri-Party Net-Metering Power Purchase Agreement
Schedule A

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

a) FMPA shall pay OEU for the excess kWh energy delivered by customer-owned renewable generation to OEU's electric system. Every month, OEU shall determine the total kWh of customer-owned renewable generation that is delivered to OEU's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEU in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

b) As part of the monthly bill adjustment, FMPA will also increase OEU's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto OEU's electric system has been purchased by FMPA, but will remain on OEU's electric system and be used by OEU to meet its other customers' electric needs. As a result, OEU's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to OEU.

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.

b) At the end of each calendar year, OEU shall pay the Customer for any unused excess energy credits in accordance with the OEU Electric Net-Metering Service Rate Schedule.

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Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 9th day of February, 20 26, by and between Felix G. Jimenez, (hereinafter called "**Customer**"), located at 6730 SW 9th Avenue in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereinafter called OEU), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 6730 SW 9th Avenue Ocala, Fl. 34476.

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than ten (10) kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, OEU operates an electric system serving the City of Ocala; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU' electrical supply grid at the location identified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU' ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, the OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

(Continued on Sheet No. 21.1)

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(Continued from Sheet No. 21.0)

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and the City of Ocala Electric Utility (OEU).

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the ten kilowatt (10 kW) limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above two megawatts (2MW).

4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).

5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.

6. The Customer shall fully comply with OEU's Design Standards following NEC standards as those documents may be amended or revised by OUS from time to time.

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):

a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources.*
d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

(Continued to Sheet No. 21.2)

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(Continued from Sheet No. 21.1)

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 21.3)

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12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes an OEU interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU's electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS that (i) utilizes the same OEU interactive inverter for both systems, or (ii) utilizes a separate OEU interactive inverter for each system, Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU' systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's system, such that back feed from the customer-owned renewable generation system to OEU's system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

(Continued on Sheet No. 21.4)

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(Continued from Sheet No. 21.3)

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Section 18, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars ($100,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 21.5)

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23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OEU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU' electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. OEU system emergencies, forced outages, uncontrollable forces or compliance with prudent electric OEU practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on OEU's system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical affects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU.
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

(Continued to Sheet No. 21.6)

Docusign Envelope ID: D0792D9B-688D-4E0B-9911-D045C863980F

(Continued from Sheet No. 21.5)

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

(Continued on Sheet No. 21.7)

Docusign Envelope ID: D0792D9B-688D-4E0B-9911-D045C863980F

(Continued from Sheet No. 21.6)

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement, which complies with the amended statutes/rules.

(Continued on Sheet No. 21.8)

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32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

(Continued on Sheet No. 21.9)

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

City of Ocala Electric Utility:

By: Signed by: Janice Mitchell 55198B43858A4E1...

Title: CFO

Date: 2/12/2026

Customer:

By: Felix G. Jimenez
(Print Name)

(Signature)

Date: 2/9/26

City of Ocala Electric Utility Account Number:

556299-263608

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

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kin.

P.O. Box 95241
Chicago, IL 60694-5241

Producer Name
Kin Insurance Network Distributor, LLC (KIND)

Policy Number
KIN-HO-FL-261611014

Policy Period
07/31/2025 to 07/31/2026

Homeowners Policy Declarations

Policy underwritten by Kin Interinsurance Network

Your Declarations Page shows at a glance the coverage you have and your premium. Please read your policy carefully, including your Declarations Page and any attached Endorsements, for a complete description of your coverage.

AGENCY INFO

AGENCY NAME
Kin Insurance Network Distributor, LLC (KIND)

AGENCY NUMBER
1

AGENCY EMAIL
support@kin.com

ADDRESS
222 Merchandise Mart Plaza Suite 910
Chicago IL 60654

PHONE
(855) 717-0022

For Payments, please use this address:
KIN INTERINSURANCE NETWORK
P.O. Box 95241
Chicago, IL 60694-5241

NAMED INSURED

NAME
Felix Jimenez

PHONE
(203) 296-0698

EMAIL
fjimenez03@live.com

SECOND NAMED INSURED

POLICY PERIOD

START DATE
07/31/2025

END DATE
07/31/2026

12:01 AM Standard Time at the residence premises

This policy applies only to accidents, "occurrences", or losses which happen during the policy period shown above, unless otherwise noted in the policy. If the policy is written on a continuous basis, each period of one year ending on the anniversary date of this policy constitutes a separate policy period.

DATE ISSUED
07/29/2025

PROPERTY ADDRESS

6730 SW 9th Ave
Ocala, FL 34476-5944

MAILING ADDRESS

Docusign Envelope ID: D0792D9B-688D-4E0B-9911-D045C863980F

kin.

P.O. Box 95241
Chicago, IL 60694-5241

Producer Name
Kin Insurance Network
Distributor, LLC (KIND)

Policy Number
KIN-HO-FL-261611014

Policy Period
07/31/2025 to 07/31/2026

REPORT A CLAIM	
Email	claims@kin.com
Website	kin.com/claims
Phone Number	(866) 204-2219

PROPERTY COVERAGES	
Section I Coverages	**Limit of Liability**
A. Dwelling	$525,000
B. Other Structure	$5,250
C. Personal Property	$52,500
D. Loss of Use	$52,500

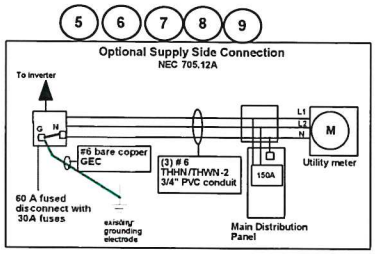
LIABILITY COVERAGES	
Section II Coverages	**Limit of Liability**
E. Personal Liability	$300,000
F. Medical Payments	$5,000

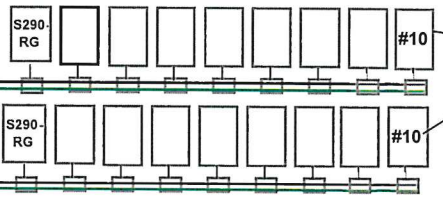
DEDUCTIBLES	
All Other Perils	$2,500
Calendar Year Hurricane Deductible	$10,500 (2% of Coverage A)

This policy contains a separate deductible for hurricane losses, and a separate deductible for all other perils, insured against. The deductibles shown in your policy declaration page(s) are the deductibles that will apply as described in your policy, in the event of a covered loss. Other deductibles may be available. Please contact your insurance agent for additional information.

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SMA SB5.0-US Inverter with Hyundai HIS-S290RG Modules
5.8 kW DC Photovoltaic System Electrical Diagram with (2) Series Strings of 10 Modules





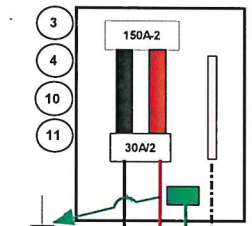
(10) Hyundai HiS-S290RG Modules in series

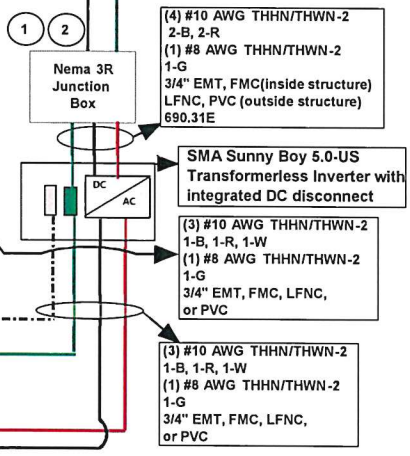
Hyundai HiS-S290RG Module Specifications
Pmax: 290 Wp
Voc: 38.8 V
Vmpp: 32.0 V
Isc: 9.7 A
Impp: 9.1 A
T.C.Voltage : -0.30 %/C

SMA SB5.0-US Inverter
Max. Input DC Voltage: 600 VDC
Max ISC per string: 18 A
MPPT Range: 100-550 VDC
Max Output Voltage: 240 VAC
Max Output current: 24 A (AC)
AC Nominal Power: 5000 Watts

(4) #10 AWG PV Wire 2-R, 2-B (1) #6 AWG Bare Copper

150A Panelboard with
150 A Main breaker (minimum)





(4) #10 AWG THHN/THWN-2 2-B, 2-R
(1) #8 AWG THHN/THWN-2 1-G
3/4" EMT, FMC(inside structure) LFNC, PVC (outside structure) 690.31E

SMA Sunny Boy 5.0-US Transformerless Inverter with integrated DC disconnect

(3) #10 AWG THHN/THWN-2 1-B, 1-R, 1-W
(1) #8 AWG THHN/THWN-2 1-G
3/4" EMT, FMC, LFNC, or PVC

(3) #10 AWG THHN/THWN-2 1-B, 1-R, 1-W
(1) #8 AWG THHN/THWN-2 1-G
3/4" EMT, FMC, LFNC, or PVC

30A 240V AC Disconnect with label :
On-site Utility Generation
Disconnect Switch

PV AC Disconnect Label Requirements
Operating Current: 24 A
Operating Voltage: 240 VAC

13

DC Disconnect Label Requirements
Vmpp 320 VDC
Vmax 417.1 VDC
Impp 18.2 A
Imax 24.25 A

Notes: All work to meet or exceed NEC 2011

1. Junction box to be located within the array boundary. Junction box must be minimum Nema 3R UL listed enclosure. Free air conductors must be installed in raceway if readily accessible as per 690.31(A).
2. The minimum volume of the Nema 3R enclosure for the transition of PV wire to THWN-2 wire shall be 42 cubic inches. Heyco 5 wire Masthead gland seals or similar connector are required as strain relief for PV wire into Nema 3R junction box at array.
3. Interconnection with 30 Amp 2 pole OCPD via 2011 NEC 705.12(D)(2)Load Side Connection. The 30 A backfed breaker must be located at the opposite end of the bus from the 150 A main supply breaker
4. The required PV Backfed breaker plus the main breaker rating must be less than or equal to 120% of the Main service bus rating . 705.12(D)(2)
5. Optional Supply Side connection via 705.12A using parallel line taps in a NEMA 3R box (as required) using NSI IPCS4002, Ilsco IPC-KUP-L or NSI Tork IPLD 3/0-3 Multi-Tap Connector or equivalent.
6. PV service disconnecting means for "optional" supply side connection must have neutral/ EGC bond within and must be listed as "suitable for use as service equipment." 230.66
7. The fuses in the disconnect for the"supply side" option must be rated to handle the maximum short-circuit current available at the supply terminals. 110.9, 110.10 Over-current protection for the supply side connected conductors shall be located within 10 feet of the connection to the service. 705.31
8. Grounded conductor shall be routed with ungrounded conductors to PV Service disconnecting means as per 250.24(C) if "Supply Side" option is used.
9. For "Supply Side option" Continuous or irreversibly spliced Grounding Electrode Conductor installed per 250.24(D). Grounding Electrode Conductor shall be specified as per 250.64 and sized per 250.66
10. The following label is required on meter can and main panelboard "Services fed from dual power sources Utility and Photovoltaic system"
11. "PV input Do not relocate this OCPD" label required adjacent to backfed breaker. 705.12(d)(7)
12. Bonding of module to rail and module to module accomplished through WEEB washers or self grounding mid-clamps.
13. "Warning: DC conductors of this system are ungrounded and may be energized" required on the DC Disconnect 690.35F
14. "Warning: Photovoltaic Power Source" label required on conduit per 690.31 (E)(3)(4)
15. Total voltage drop % for all circuits based on listed conductors is 1.77%.

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SUNNY BOY
3.0-US / 3.8-US / 5.0-US / 6.0-US / 7.0-US / 7.7-US



Value-Added Improvements

- World's first Secure Power Supply now offers up to 2,000 W
- Full grid management capabilities ensures a utility-compliant solution for any market

Reduced Labor

- New Installation Assistant with direct access via smartphone minimizes time in the field
- Integrated disconnect simplifies equipment stocking and speeds installation

Unmatched Flexibility

- SMA's proprietary OptiTrac™ Global Peak technology mitigates shade with ease
- Multiple independent MPPTs accommodate hundreds of stringing possibilities

Trouble-Free Servicing

- Two-part enclosure concept allows for simple, expedited servicing
- Enhanced AFCI technology reduces false tripping while improving sensitivity in real arcs, greatly reducing unneeded service calls

SUNNY BOY
3.0-US / 3.8-US / 5.0-US / 6.0-US / 7.0-US / 7.7-US

Reduce costs across your entire residential business model

The residential PV market is changing rapidly, and we understand that your bottom line matters more than ever. That's why we've designed a superior residential solution that will help you decrease costs throughout all stages of your business operations. The Sunny Boy 3.0-US/3.8-US/5.0-US/6.0-US/7.0-US/7.7-US join the SMA lineup of field-proven solar technology backed by the world's #1 service team, along with a wealth of improvements. Simple design, improved stocking and ordering, value driven sales support and streamlined installation are just some of the ways that SMA is working to help your business operate more efficiently.

Docusign Envelope ID: D0792D9B-688D-4E0B-9911-D045C863980F

Technical data	Sunny Boy 3.0-US *		Sunny Boy 3.8-US *		Sunny Boy 5.0-US	
	208 V	240 V	208 V	240 V	208 V	240 V
Input (DC)						
Max. usable DC power	3100 W	3100 W	3450 W	3900 W	5250 W	5250 W
Max. DC voltage	600 V					
Rated MPP voltage range	155 - 480 V		195 - 480 V		220 - 480 V	
MPPT operating voltage range	100 - 550 V					
Min. DC voltage / start voltage	100 V / 125 V					
Max. operating input current per MPPT	10 A					
Max. short circuit current per MPPT	18 A					
Number of MPPT tracker / string per MPPT tracker	2/1				3 / 1	
Output (AC)						
AC nominal power	3000 W	3000 W	3330 W	3800 W	5000 W	5000 W
Max. AC apparent power	3000 VA	3000 VA	3330 VA	3800 VA	5000 VA	5000 VA
Nominal voltage / adjustable	208 V / ●	240 V / ●	208 V / ●	240 V / ●	208 V / ●	240 V / ●
AC voltage range	183 - 229 V	211 - 264 V	183 - 229 V	211 - 264 V	183 - 229 V	211 - 264 V
AC grid frequency	60 Hz / 50 Hz					
Max. output current	14.5 A	12.5 A	16.0 A	16.0 A	24.0 A	24.0 A
Power factor (cos φ)	1					
Output phases / line connections	1 / 2					
Harmonics	< 4 %					
Efficiency						
Max. efficiency	97.2 % *	97.5 % *	97.2 % *	97.5 % *	97.2 %	97.5 %
CEC efficiency	96.5 % *	97.0 % *	96.5 % *	97.0 % *	96.5 %	97 %
Protection devices						
DC disconnect device	●					
DC reverse polarity protection	●					
Ground fault monitoring / Grid monitoring	●					
AC short circuit protection	●					
All-pole sensitive residual current monitoring unit (RCMU)	●					
Arc fault circuit interrupter (AFCI)	●					
Protection class / overvoltage category	I / IV					
General data						
Dimensions (W / H / D) in mm (in)	535 x 730 x 198 (21.1 x 28.5 x 7.8)					
Packaging Dimensions (W / H / D) in mm (in)	600 x 800 x 300 (23.6 x 31.5 x 11.8)					
Weight	26 kg (57 lb)					
Packaging weight	30 kg (66 lb)					
Operating temperature range	- 25°C ...+60°C					
Noise emission (typical)	< 25 dB(A)					
Internal power consumption at night	< 5 W					
Topology	Transformerless					
Cooling concept	Convection					
Features						
Secure Power Supply	●					
Display (2 x 16 characters)	●					
Interfaces: Ethernet / WLAN	● / ●					
Sensor module / External WLAN antenna	○ / ○					
Warranty: 10 / 15 / 20 years	●/○/○					
Certificates and approvals	UL 1741, UL 1998, UL 1699B, IEEE1547, FCC Part 15 (Class A & B), CAN/CSA V22.2 107.1-1					
Type designation	SB3.0-1SP-US-40		SB3.8-1SP-US-40		SB5.0-1SP-US-40	

● Standard features ○ Optional features – Not available Data at nominal conditions NOTE: US inverters ship with gray lids. * Preliminary data, UL pending

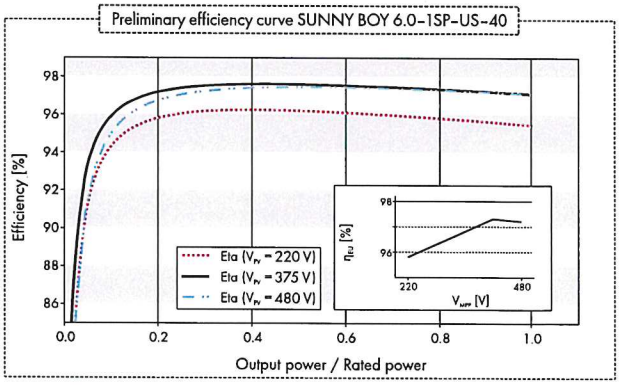
Accessories



Sensor module
MD.SEN-US-40



External WLAN antenna
EXTANT-US-40



Docusign Envelope ID: D0792D9B-688D-4E0B-9911-D045C863980F

Technical data	Sunny Boy 6.0-US		Sunny Boy 7.0-US *		Sunny Boy 7.7-US *	
	208 V	240 V	208 V	240 V	208 V	240 V
Input (DC)						
Max usable DC power	5500 W	6300 W	6900 W	7350 W	6950 W	8100 W
Max. DC Voltage	600 V					
Rated MPP Voltage range	220 – 480 V		245 - 480 V		270 - 480 V	
MPPT operating voltage range	100 – 550 V					
Min. DC voltage / start voltage	100 V / 125 V					
Max. operating input current per MPPT	10 A					
Max. short circuit current per MPPT	18 A					
Number of MPPT tracker / string per MPPT tracker	3 / 1					
Output (AC)						
AC nominal power	5200 W	6000 W	6660 W	7000 W	6660 W	7680 W
Max. AC apparent power	5200 VA	6000 VA	6660 VA	7000 VA	6660 VA	7680 VA
Nominal voltage / adjustable	208 V / ●	240 V / ●	208 V / ●	240 V / ●	208 V / ●	240 V / ●
AC voltage range	183 – 229 V	211 – 264 V	183 – 229 V	211 – 264 V	183 – 229 V	211 – 264 V
AC grid frequency	60 Hz / 50 Hz					
Max. output current	25.0 A	25.0 A	32.0 A	29.2 A	32.0 A	32.0 A
Power factor (cos φ)	1					
Output phases / line connections	1 / 2					
Harmonics	< 4 %					
Efficiency						
Max. efficiency	97.2 %	97.6 %	97.1 % *	97.2 % *	97.1 % *	97.2 % *
CEC efficiency	96.5 %	97 %	96.5 % *	96.5 % *	96.5 % *	96.5 % *
Protection devices						
DC disconnect device	●					
DC reverse polarity protection	●					
Ground fault monitoring / Grid monitoring	●					
AC short circuit protection	●					
All-pole sensitive residual current monitoring unit (RCMU)	●					
Arc fault circuit interrupter (AFCI)	●					
Protection class / overvoltage category	I / IV					
General data						
Dimensions (W / H / D) in mm (in)	535 x 730 x 198 (21.1 x 28.5 x 7.8)					
Packaging Dimensions (W / H / D) in mm (in)	600 x 800 x 300 (23.6 x 31.5 x 11.8)					
Weight	26 kg (57 lb)					
Packaging weight	30 kg (66 lb)					
Operating temperature range	- 25°C ...+60°C					
Noise emission (typical)	26 dB(A)				30 dB(A) *	
Internal power consumption at night	< 5 W					
Topology	Transformerless					
Cooling concept	Convection				Fan	
Features						
Secure Power Supply	●					
Display (2 x 16 characters)	●					
Interfaces: Ethernet / WLAN	● / ●					
Sensor module / External WLAN antenna	o / o					
Warranty: 10 / 15 / 20 years	●/o/o					
Certificates and approvals	UL 1741, UL 1998, UL 1699B, IEEE1547, FCC Part 15 (Class A & B), CAN/CSA V22.2 107.1-1					
● Standard features o Optional features – Not available	Data at nominal conditions		NOTE: US inverters ship with gray lids.		* Preliminary data, UL pending	
Type designation	SB6.0-1SP-US-40		SB7.0-1SP-US-40		SB7.7-1SP-US-40	

SAME NAME, NEW GAME

The Sunny Boy 3.0-US through 7.7-US are once again raising the bar by offering improved performance, enhanced features, and most importantly, an economical approach to residential solar. Your business model is a value chain. The new Sunny Boy-US series can help you stay competitive in an increasingly price sensitive residential market by driving down costs across all of your business operations.



Docusign Envelope ID: D0792D9B-688D-4E0B-9911-D045C863980F

www.jinkosolar.com

Jinko Solar
Building Your Trust in Solar

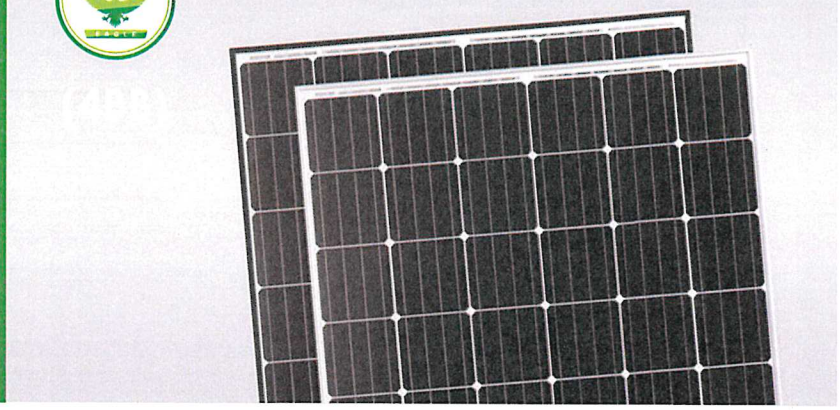
Eagle PERC 60
280-300 Watt

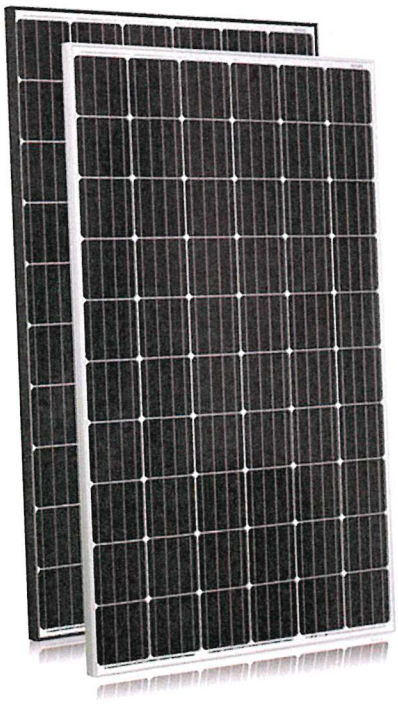
MONO CRYSTALLINE MODULE

Positive power tolerance of 0~+3%

ISO9001:2008、ISO14001:2004、OHSAS18001 certified factory.
IEC61215、IEC61730 certified products.

PERC





KEY FEATURES

4 Busbar Solar Cell:
4 busbar solar cell adopts new technology to improve the efficiency of modules , offers a better aesthetic appearance, making it perfect for rooftop installation.

High Efficiency:
Higher module conversion efficiency(up to 18.33%) benefit from Passivated Emmiter Rear Contact (PERC) technology.

PID RESISTANT:
Limited power degradation of Eagle module caused by PID effect is guaranteed under strict testing condition (85℃/85%RH,96hours)for mass production.

Low-light Performance:
Advanced glass and solar cell surface texturing allow for excellent performance in low-light environments.

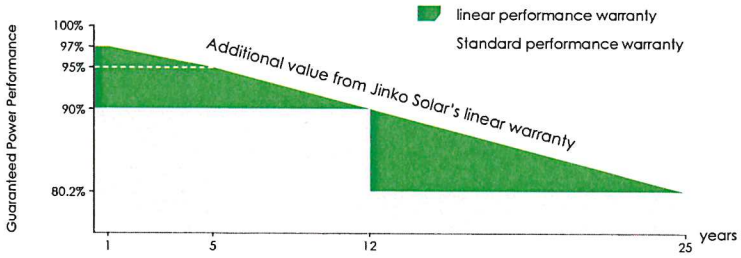
Severe Weather Resilience:
Certified to withstand: wind load (2400 Pascal) and snow load (5400 Pascal).

Durability against extreme environmental conditions:
High salt mist and ammonia resistance certified by TUV NORD.

PV CYCLE · CE · POSITIVE QUALITY · CLEAN ENERGY COUNCIL MEMBER

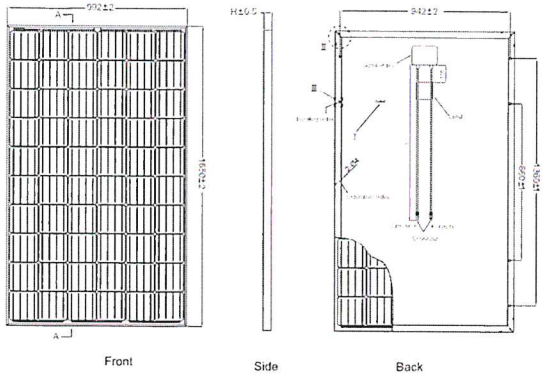
LINEAR PERFORMANCE WARRANTY

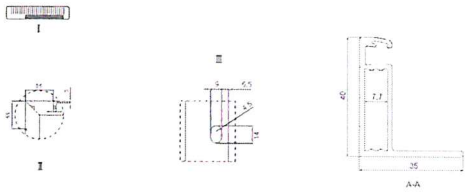
10 Year Product Warranty • 25 Year Linear Power Warranty



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Engineering Drawings





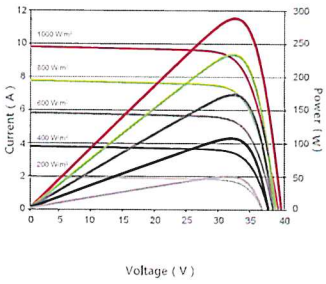
Packaging Configuration

(Two boxes=One pallet)

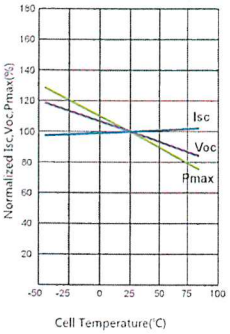
26pcs/box, 52pcs/pallet, 728 pcs/40'HQ Container

Electrical Performance & Temperature Dependence

Current-Voltage & Power-Voltage Curves (290W)



Temperature Dependence of Isc,Voc,Pmax



Mechanical Characteristics

Cell Type	Mono-crystalline PERC 156×156mm (6 inch)
No.of cells	60 (6×10)
Dimensions	1650×992×40mm (65.00×39.05×1.57 inch)
Weight	19.0 kg (41.9 lbs)
Front Glass	3.2mm, Anti-Reflection Coating, High Transmission, Low Iron, Tempered Glass
Frame	Anodized Aluminium Alloy
Junction Box	IP67 Rated
Output Cables	TÜV 1×4.0mm², Length: 900mm or Customized Length

SPECIFICATIONS

Module Type	JKM280M-60		JKM285M-60		JKM290M-60		JKM295M-60		JKM300M-60	
	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT
Maximum Power (Pmax)	280Wp	209Wp	285Wp	212Wp	290Wp	216Wp	295Wp	220Wp	300Wp	224Wp
Maximum Power Voltage (Vmp)	31.8V	29.7V	32.0V	29.9V	32.2V	30.2V	32.4V	30.4V	32.6V	30.6V
Maximum Power Current (Imp)	8.81A	7.01A	8.90A	7.12A	9.02A	7.15A	9.10A	7.24A	9.21A	7.32A
Open-circuit Voltage (Voc)	38.6V	36.2V	38.7V	36.4V	39.5V	36.6V	39.7V	36.8V	40.1V	37.0V
Short-circuit Current (Isc)	9.49A	7.62A	9.51A	7.72A	9.55A	7.81A	9.61A	7.89A	9.72A	8.01A
Module Efficiency STC (%)	17.11%		17.41%		17.72%		18.02%		18.33%	
Operating Temperature(℃)	-40℃~+85℃									
Maximum system voltage	1000VDC (IEC)									
Maximum series fuse rating	15A									
Power tolerance	0~+3%									
Temperature coefficients of Pmax	-0.39%/℃									
Temperature coefficients of Voc	-0.29%/℃									
Temperature coefficients of Isc	0.05%/℃									
Nominal operating cell temperature (NOCT)	45±2℃									

* STC: Irradiance 1000W/m² Cell Temperature 25°C AM=1.5

NOCT: Irradiance 800W/m² Ambient Temperature 20°C AM=1.5 Wind Speed 1m/s

* Power measurement tolerance: ± 3%

The company reserves the final right for explanation on any of the information presented hereby. EN-JKM-300M-60-PERC_1.0_rev2017

Certificate Of Completion

Envelope Id: D0792D9B-688D-4E0B-9911-D045C863980F
Status: Completed
Subject: FOR SIGNATURES - Net Metering Agreement - Felix Jimenez - ELE/260479
Source Envelope:
Document Pages: 28
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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
2/11/2026 1:04:57 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/11/2026 1:06:31 PM Viewed: 2/11/2026 3:10:03 PM Signed: 2/11/2026 3:11:24 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@Ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/11/2026 3:11:25 PM Viewed: 2/12/2026 7:34:10 AM Signed: 2/12/2026 7:34:51 AM
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Chris Gowder chris.gowder@fmpa.com Chief Sys Ops & Tech Officer Security Level: Email, Account Authentication (None)	DocuSigned by: 087F58EBB34B474... Signature Adoption: Uploaded Signature Image Using IP Address: 38.77.131.2	Sent: 2/12/2026 7:34:52 AM Viewed: 2/12/2026 8:05:58 AM Signed: 2/12/2026 8:10:32 AM
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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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/11/2026 1:06:31 PM
Certified Delivered	Security Checked	2/12/2026 8:05:58 AM
Signing Complete	Security Checked	2/12/2026 8:10:32 AM
Completed	Security Checked	2/12/2026 8:10:32 AM

Payment Events	Status	Timestamps

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.

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Contract # 260482

APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

TIER 1 - Ten (10) kW or Less
TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW
TIER 3 - Greater than 100 kW and Less Than or Equal to Two (2) MW

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net-metering customers located in the area served by the City of Ocala Electric Utility. Please refer to the Ocala Electric Utility Net-Metering Rate Schedule.

Ocala Electric Utility customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the Ocala Electric Utility system are required to complete this application. When the completed application and fees are returned to Ocala Electric Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained at Ocala Electric Utility, located at 201 SE 3rd Street, Ocala, Florida 34471, or may be requested by email from OEU@ocalafl.org.

1. Customer Information

Name: Jeanne Levine

Mailing Address: 8585 NW 118th Terrace

City: Ocala State: Fl. Zip Code: 34482

Phone Number: 425-306-7945 Alternate Phone Number: _____

Email Address: SACFLY1@YAHOO.COM Fax Number: _____

Ocala Electric Utility Customer Account Number: 518395-263719

2. RGS Facility Information

Facility Location: 8585 NW 118th Terr. Ocala, Fl. 34482

Ocala Electric Utility Customer Account Number: 518395-263719

RGS Manufacturer: SilFab Solar

Manufacturer's Address: 240 Courtneypark Drive East
Mississauga, ON, L5T, 2S5, Canada

Reference or Model Number: SilFab-SIL 370 HC (80 Modules 370W)

Serial Number: Inverter-Enphase IQ 8A-72-2-US Microinverters

(Continued on Sheet No.19.1)

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3. Facility Rating Information

Gross Power Rating: 25.16kWac ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Ocala Electric Utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: Solar PV

Anticipated In- Service Date: 8/9/2022

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is $375 for Tier 2 and $750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

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B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 3rd party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

C. Proof of insurance in the amount of:
Tier 1 - $100,000.00
Tier 2 - $1,000,000.00
Tier 3 - $2,000,000.00

Customer

By: Jeanne Levine Date: 2/12/26
(Print Name)

Jeanne Levine
(Signature)

Docusign Envelope ID: E9755755-41B1-4622-82CB-4AA488D025A6

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 12th day of February, 20 26, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), the City of Ocala doing business as Ocala Electric Utility, a body politic (hereinafter "OEU"), and Jeanne Levine, a retail electric customer of OEU (hereinafter "Customer").

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

(Continued on Sheet No. 20.1)

Docusign Envelope ID: E9755755-41B1-4622-82CB-4AA488D025A6

Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

Docusign Envelope ID: E9755755-41B1-4622-82CB-4AA488D025A6

4.04. FMPA and OEU shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any OEU equipment or part of OEU's system; or (b) if either FMPA or OEU determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU electric system.

Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to OEU electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by OEU or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

(Continued on Sheet No. 20.3)

Docusign Envelope ID: E9755755-41B1-4622-82CB-4AA488D025A6

Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02 Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

(Continued on Sheet No. 20.4)

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7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, OEU, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEU, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, OEU, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or OEU of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

(Continued on Sheet No. 20.5)

Docusign Envelope ID: E9755755-41B1-4622-82CB-4AA488D025A6

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

City of Ocala Electric Utility

By: Signed by: Janice Mitchell 55198B43858A4E1...

Title: CFO

Date: 2/13/2026

Florida Municipal Power Agency

By: DocuSigned by: 087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 2/13/2026

Customer

By: Jeanne Levine Date: 2/12/26

(Print Name)

Jeanne Levine

(Signature)

Customer's City of Ocala Electric Utility Account Number: 518395-263719

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

(Continued on Sheet No. 20.6)

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Tri-Party Net-Metering Power Purchase Agreement
Schedule A

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

a) FMPA shall pay OEU for the excess kWh energy delivered by customer-owned renewable generation to OEU's electric system. Every month, OEU shall determine the total kWh of customer-owned renewable generation that is delivered to OEU's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEU in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

b) As part of the monthly bill adjustment, FMPA will also increase OEU's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto OEU's electric system has been purchased by FMPA, but will remain on OEU's electric system and be used by OEU to meet its other customers' electric needs. As a result, OEU's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to OEU.

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.

b) At the end of each calendar year, OEU shall pay the Customer for any unused excess energy credits in accordance with the OEU Electric Net-Metering Service Rate Schedule.

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Tier 2
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 12th day of February, 20 26, by and between Jeanne Levine, (hereinafter called "**Customer**"), located at 8585 NW 118th Terrace in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereafter called "**OEU**"), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 8585 NW 118th Terr. Ocala, Fl. 34482.

WITNESSETH

Whereas, a Tier 2 Renewable Generation System (RGS) is an electric generating system that uses one or of more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at more than 10 kilowatts (10 kW) but not greater than 100 kilowatts (100 kW) alternating current (AC) power output and is primarily intended to offset part or all of the customer's current electric requirements; and

Whereas, OEU operates an electric system serving parts of the City of Ocala and Marion County; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU's electrical supply grid at the location indentified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which OEU has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate OEU's electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

(Continued on Sheet No. 22.1)

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(Continued from Sheet No. 22.0)

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and OEU.

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made such that the GPR increases above the 100 kilowatts (100 kW) limit.

4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).
5. The Customer shall be required to pay a non-refundable application fee of $375 for the review and processing of the application.

6. The Customer shall fully comply with OEU's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by OEU from time to time.

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):
   a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
   b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
   c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources.*

(Continued on Sheet No. 22.2)

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(Continued from Sheet No. 22.1)

d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising OEU of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 22.3)

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12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU's systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU's electric system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU's electric system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's electric system such that back feed from the customer-owned renewable generation system to OEU's electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

(Continued on Sheet No. 22.4)

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(Continued from Sheet No. 22.3)

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Sections 18 and 19, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars ($1,000,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and also measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OUS inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

(Continued on Sheet No. 22.5)

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(Continued from Sheet No. 22.4)

24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. OEU utility system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on OEU's utility system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical effects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.

(Continued on Sheet No. 22.6)

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b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, contractors (and any subcontractor or material supplier thereof), agents and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days notice of its intent to terminate this Agreement.

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a

(Continued on Sheet No. 22.7)

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specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on OEU's electric system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

(Continued on Sheet No. 22.8)

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

OUS:

Signed by:
By: Janice Mitchell
55198B43858A4E1...

Title: CFO

Date: 2/13/2026

Customer:

By: Jeanne Levine
(Print Name)

Jeanne Levine
(Signature)

Date: 2/12/26

City of Ocala Electric Utility Account Number:
518395-263719

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

Docusign Envelope ID: E9755755-41B1-4622-82CB-4AA488D025A6

ACCELERANT

Policy No:. S0015PK001719-01

FARMOWNERS – POLICY

Policy Number: S0015PK001719-01

This insurance is provided by the company shown below:

Accelerant Specialty Insurance Company,
400 Northridge Road, Suite 800
Sandy Springs, GA 30350-3354

Agent:

Bascule Insurance Services, LLC
PO Box 2502
Westfield, NJ 07090

INSURED (TCC Member) :

Malcom & Jeanne Levine

MAILING ADDRESS:

8585 NW 118th Terrace
Ocala FL 34482

ENTITY TYPE: Individual

FARM TYPE/OPS:

Horse - Boarding Only

This policy is being issued to the specified Member of the Canter Clubb (TCC), Iowa, under Master Policy: BAS-FO-2021-00. Applicable coverages and forms are described in the declarations of this member policy

POLICY TERM **Effective Date:** Apr 2, 2025 **Expiration Date:** Apr 2, 2026
At 12:01 AM Standard Time at your Mailing Address shown above.

COVERAGE PART	ADVANCED PREMIUM	
Farmowners – Property	$ $7,088.00	
Farmowners – Equipment Breakdown	$ NO COVERAGE	$500 MINIMUM POLICY PREMIUM
Farmowners – Cyber	$ NO COVERAGE	
Farmowners – Farm Inland Marine	$ NO COVERAGE	
Farmowners – Liability	$ $767.00	
Farmowners – Employers Liability	$ NO COVERAGE	
Farmowners – Agriculture Commercial Excess	$ NO COVERAGE	
TOTAL ADVANCE PREMIUM	$ $7,855.00	
IA Surplus Lines Tax	$ $74.62	
Surplus Lines Stamping Fee (if applicable)	$ $0.00	
Total Advance Premium (Policy Period)	$ **$7,929.62**	

Payment Plan: Direct Bill by Bascule 4 Installments
(Taxes and Fees are due with the first Installment)

THIS POLICY IS SUBJECT TO A $500 MINIMUM PREMIUM

Insurance Policy Terms and Conditions:

This replaces all previously issued policy Declarations, if any. This policy applies only to accidents, occurrences, or losses as set forth in the attached Coverage Forms and endorsements, if applicable, which happen during the policy term shown above. If the policy is written on a continuous basis, each period of one year ending on the anniversary date of this policy constitutes a separate policy period.

This policy applies only to those coverages below for which a limit of insurance or premium charge is shown. "Our" limit of insurance for each coverage will be not more than the amount stated for such coverage, subject to all the "terms" of this policy as set forth in the attached Coverage Forms and endorsements, if applicable.

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FARMOWNERS - LIABILITY

	COVERAGE	LIMIT OF LIABILITY	
L.	**Farm Commercial Liability**	**$ 1,000,000**	Each Occurence
		$ 2,000,000	General Aggregate (other than Products / Completed Work Hazard)
		$ 2,000,000	Products / Completed Work Hazard Aggregate limit
M.	**Medical Payments to Others**	**$10,000**	Per person
N.	**Farm Chemical Limited Liability**	**$100,000**	Annual Aggregate
O.	**Fire Legal Liability**	**$100,000**	Each Occurence
P.	**Personal and Advertising Injury Liability**	**$ 1,000,000**	Any one person or Organisation

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Photovoltaics:
(44) Silfab-SIL 370 HC

System 1

Inverters:
(44) Enphase IQ8A-72-2-US Micro Inverters

Circuits:
(4) circuits of (11) Modules

Maximum Inverters Per 20A Circuit (11)

! Warning !
THREE POWER SOURCES
SOURCES: UTILITY GRID, BATTERY AND PV SOLAR ELECTRIC SYSTEM

Photovoltaics:
(36) Silfab-SIL 370 HC

System 2

Inverters:
(36) Enphase IQ8A-72-2-US Micro Inverters

Circuits:
(4) circuits of (9) Modules
Maximum Inverters Per 20A Circuit (11)

Enphase Outputs

System						
To Overcurrent Protection Device	Individual	1	2	Battery	Batt + System 1	Total
AC Max Output Current	15.95	63.8	52.2	64	127.8	180
AC Max Output Current * 1.25%	19.9	79.8	65.3	80.0	159.8	225.0
Overcurrent Protection (A)	20	80	70	80	160	230
No. of Current Carrying Cond	<4	<4	<4	<4	<4	<4
Conductor Gauge (AWG)	10	3	4	3	1	1

Grounding Conductor to be bare #8 Awg

Enphase IQ Trunk Cable Q-12-240 #12AWG THHN-THWN-2 UL 9703

! WARNING !
POWER SOURCE OUTPUT CONNECTION. DO NOT RELOCATE THIS OVERCURRENT DEVICE

PHOTOVOLTAIC SYSTEM
! AC DISCONNECT !
RATED AC OUTPUT CURRENT 180A
NOMINAL OPERATING VOLTAGE 240VAC

NEMA 3R Junction Box
Black - L1
Red - L2
Green - Ground

NEMA 3R Junction Box
Black - L1
Red - L2
Green - Ground

Roof

#10 AWG THWN for Home runs over 100'
(1) Line 1
(1) Line 2
Per Circuit
#8 AWG THWN
(1) EGC
Inside @ least 3/4" Conduit (tbd on site)

4 AWG THWN
(1) Line 1
(1) Line 2
(1) Neutral
#8 (1) EGC
in @ least 1" Conduit Typically

Enphase Line Filter

4 AWG THWN
(1) Line 1
(1) Line 2
(1) Neutral
in @ least 1" Conduit Typically

M

Line Side Tap For System 2

2/0 AWG THWN
(1) Line 1
(1) Line 2
(1) Neutral
in @ least 1.5" Conduit Typically

SOLAR PV SYSTEM EQUIPPED WITH RAPID SHUTDOWN

3/8 IN MIN. TEXT

TURN RAPID SHUTDOWN SWITCH TO THE "OFF" POSITION TO SHUT DOWN PV SYSTEM AND REDUCE SHOCK HAZARD IN THE ARRAY.

3/16 IN MIN. TEXT

Enphase Combiner Box
(1) - 20A Breaker Per Circuit
4 Circuits
All Breakers will be Bolt down
Disconnect

Enphase Combiner Box
(1) - 20A Breaker Per Circuit
4 Circuits
10/15A Breaker for Envoy
Disconnect

3 AWG THWN
(1) Line 1
(1) Line 2
(1) Neutral
#6 (1) EGC
in @ least 1.25" Conduit Typically

Bolt down Breaker

(1) Encharge 10 w/NEMA 3R Rating

(1) Encharge 10 w/NEMA 3R Rating

(1) Encharge 10 w/NEMA 3R Rating

(1) Encharge 10 w/NEMA 3R Rating

80A
80A
200A

IQ System Controller 2
200A ATS
Disconnect

200A MSP

#2/0 AWG THWN
(1) Line 1
(1) Line 2
(1) Neutral
#6 (1) EGC
in @ least 2" Conduit Typically

If Encharge to empower >5Ft or if not line of sight, an AC disconnect is required on Encharge side of Feeder

CT's installed Line side of the empower

⚠ WARNING ⚠
ELECTRIC SHOCK HAZARD
DO NOT TOUCH TERMINALS. TERMINALS ON BOTH THE LINE AND LOAD SIDES MAY BE ENERGIZED IN THE OPEN POSITION

PHOTOVOLTAIC SYSTEM
⚠ AC DISCONNECT ⚠
RATED AC OUTPUT CURRENT A
NOMINAL OPERATING AC VOLTAGE V

NEC LABEL NOTES:
1. THE WARNING SIGN(S) OR LABEL(S) SHALL COMPLY WITH NEC 110.21(B)
2. LABELS SHALL BE SUITABLE FOR THE ENVIRONMENT WHERE THEY ARE INSTALLED.
3. LABELS TO BE A MIN LETTER HEIGHT OF 3/8" AND PERMANENTLY AFFIXED.
4. LABELS SHALL ALSO COMPLY WITH THE SPECIFIC REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION.

Godwin Engineering and Design, LLC
8378 Foxtail Loop
Pensacola, FL 32526
D. Chad Godwin, PE
Chad@godwineng.com

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2022.07.15
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ALL AMERICAN SOLAR
1060 East Industrial Dr, Suite A
Orange City, FL 32763
386-218-6930

Including the label below

In Case of Emergency Call
All American Solar
at 386-218-6930

Meets 11.12.2.1.5

Note:
-All wiring to meet the 2017NEC and Florida electric codes.
100A Disconnect
-Type of conduit to be determined on site by contractor.

Install will be done to Manufacturer Spec

GEC NOTES
- Ungrounded system per 690.41(A)(4)
- GEC must be installed per 250.64
- GEC must be continuous un-spliced or irreversibly spliced from inverter to existing service ground system or continuous from the arrays to the existing service ground system
- GEC must be min #8 AWG and installed in conduit
- If GEC is not in conduit it must be #8 min

Disconnects will be Visible, lockable, adjacent to and within 10' of utility meter
All Labels & Markings for photovoltaic system will be reflective and meet all requirements for NFPA 11.12

Customer Info:

Malcolm Levine
8585 NW 118th Terrace
Ocala, FL
34482

Date:	6/20/2022
Drawn by:	DSS
Revised by:	
Rev #:	00
Rev Date:	
Page:	11"x17" E-1

Inverter Type:
Enphase IQ8A-72-2-US
PV Panel:
(80)
Silfab-SIL 370 HC
Total Wattage:
29,600W DC

Doc ID: 4f470dd156b63b49bbbc1405d68b13f57706b5a3



Inverter Type: (80)Enphase IQ8A-72-2-US
PV Panel: (80) Silfab-SIL 370 HC
Racking: Iron Ridge XR-100
Total Wattage: 29,600W DC
Roof Type: Composition Shingle
Wind Load: 21 to 27 Deg
Fastener Type: Use 5/16" Dia 4.25" Lags

Sheet Index

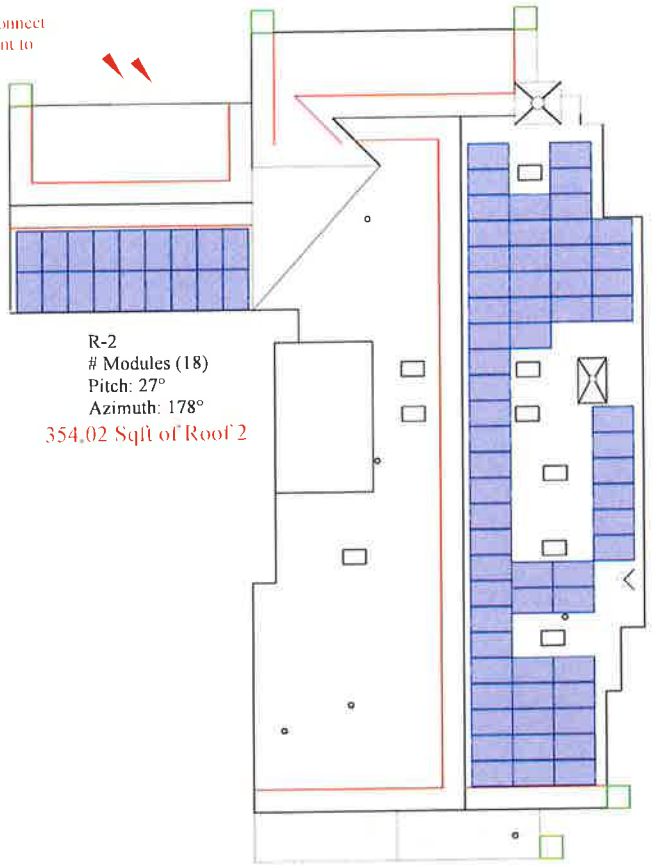
S-1 Cover Sheet / Site Plan
S-2 Detail
E-1 One - Line
E-2 Electrical Code
S-1A Mounting Plan

General Notes:
-Enphase IQ8A-72-2-US Micro Inverters are located on roof behind each module.
-First responder access maintained and from adjacent roof.
-Wire run from array to connection is 40 feet.

ALL AMERICAN SOLAR
1060 East Industrial Dr, Suite A
Orange City, FL 32763
386-218-6930

FRONT OF HOUSE

Utility Meter
-COGEN Disconnect Located adjacent to Utility meter



3'-5"
5'-9"

Layout Subject to Change Based on Site Conditions

System meets the requirements of NFPA 70th Edition, Chapter 11.12

Install will be done to Manufacturer Spec

Legend

Ground Access
Utility Meter
PV Disconnect
3'
1'-6"
First responder access
Chimney
Satellite
Vent Pipe

Meets All Editions of Florida Fire Prevention Code 2020 7th Edition
Meets all requirements of NFPA-1 7th Edition and NFPA-101

3' Access Pathway

Represents all Fire Clearance including Alternative methods

1st Responder Access minimum of 36" unobstructed as per Section R324 of the 2020 IRC

Meets the requirements of the following- (2020 FL Residential Code & FBC, 7th Edition (2020 International Residential Code) - 2nd Printing modified by the FL Building Standards, 2020 Florida Building Energy Conservation Code 7th edition, County of Marion Code, 2017 National Electric Code.)

Customer Info:

Malcolm Levine
8585 NW 118th Terrace
Ocala, FL
34482

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ENPHASE

DATA SHEET



IQ8M and IQ8A Microinverters

Our newest IQ8 Microinverters are the industry's first microgrid-forming, software-defined microinverters with split-phase power conversion capability to convert DC power to AC power efficiently. The brain of the semiconductor-based microinverter is our proprietary application-specific integrated circuit (ASIC) which enables the microinverter to operate in grid-tied or off-grid modes. This chip is built in advanced 55nm technology with high speed digital logic and has super-fast response times to changing loads and grid events, alleviating constraints on battery sizing for home energy systems.



Part of the Enphase Energy System, IQ8 Series Microinverters integrate with the Enphase IQ Battery, Enphase IQ Gateway, and the Enphase App monitoring and analysis software.

Enphase 25 year limited warranty

IQ8 Series Microinverters redefine reliability standards with more than one million cumulative hours of power-on testing, enabling an industry-leading limited warranty of up to 25 years.



Connect PV modules quickly and easily to IQ8 Series Microinverters using the included Q-DCC-2 adapter cable with plug-n-play MC4 connectors.

UL CERTIFIED

IQ8 Series Microinverters are UL Listed as PV Rapid Shut Down Equipment and conform with various regulations, when installed according to manufacturer's instructions.

Easy to install

- Lightweight and compact with plug-n-play connectors
- Power Line Communication (PLC) between components
- Faster installation with simple two-wire cabling

High productivity and reliability

- Produce power even when the grid is down*
- More than one million cumulative hours of testing
- Class II double-insulated enclosure
- Optimized for the latest high-powered PV modules

Microgrid-forming

- Complies with the latest advanced grid support**
- Remote automatic updates for the latest grid requirements
- Configurable to support a wide range of grid profiles
- Meets CA Rule 21 (UL 1741-SA) requirements

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* Only when installed with IQ System Controller 2, meets UL 1741.
** IQ8M and IQ8A supports split phase, 240V installations only.

IQ8M and IQ8A Microinverters

INPUT DATA (DC)		IQ8M-72-2-US	IQ8A-72-2-US
Commonly used module pairings[1]	W	260 – 460	295 – 500
Module compatibility		60-cell/120 half-cell, 66-cell/132 half-cell and 72-cell/144 half-cell	
MPPT voltage range	V	33 – 45	36 – 45
Operating range	V	25 – 58	
Min/max start voltage	V	30 / 58	
Max input DC voltage	V	60	
Max DC current[2] [module Isc]	A	15	
Overvoltage class DC port		II	
DC port backfeed current	mA	0	
PV array configuration		1x1 Ungrounded array; No additional DC side protection required; AC side protection requires max 20A per branch circuit	

OUTPUT DATA (AC)		IQ8M-72-2-US	IQ8A-72-2-US
Peak output power	VA	330	366
Max continuous output power	VA	325	349
Nominal (L-L) voltage/range[3]	V	240 / 211 – 264	
Max continuous output current	A	1.35	1.45
Nominal frequency	Hz	60	
Extended frequency range	Hz	50 – 68	
AC short circuit fault current over 3 cycles	Arms	2	
Max units per 20 A (L-L) branch circuit[4]		11	
Total harmonic distortion		<5%	
Overvoltage class AC port		III	
AC port backfeed current	mA	30	
Power factor setting		1.0	
Grid-tied power factor (adjustable)		0.85 leading – 0.85 lagging	
Peak efficiency	%	97.6	97.6
CEC weighted efficiency	%	97	97.5
Night-time power consumption	mW	60	

MECHANICAL DATA	
Ambient temperature range	-40°C to +60°C (-40°F to +140°F)
Relative humidity range	4% to 100% (condensing)
DC Connector type	MC4
Dimensions (HxWxD)	212 mm (8.3") x 175 mm (6.9") x 30.2 mm (1.2")
Weight	1.08 kg (2.38 lbs)
Cooling	Natural convection – no fans
Approved for wet locations	Yes
Pollution degree	PD3
Enclosure	Class II double-insulated, corrosion resistant polymeric enclosure
Environ. category / UV exposure rating	NEMA Type 6 / outdoor

COMPLIANCE	
Certifications	CA Rule 21 (UL 1741-SA), UL 62109-1, UL1741/IEEE1547, FCC Part 15 Class B, ICES-0003 Class B, CAN/CSA-C22.2 NO. 107.1-01 This product is UL Listed as PV Rapid Shut Down Equipment and conforms with NEC 2014, NEC 2017, and NEC 2020 section 690.12 and C22.1-2018 Rule 64-218 Rapid Shutdown of PV Systems, for AC and DC conductors, when installed according to manufacturer's instructions.

(1) No enforced DC/AC ratio. See the compatibility calculator at https://link.enphase.com/module-compatibility
(2) Maximum continuous input DC current is 10.6A (3) Nominal voltage range can be extended beyond nominal if required by the utility. (4) Limits may vary. Refer to local requirements to define the number of microinverters per branch in your area.

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Enphase IQ Combiner 4/4C

X-IQ-AM1-240-4
X-IQ-AM1-240-4C



X-IQ-AM1-240-4C

X-IQ-AM1-240-4

The Enphase IQ Combiner 4/4C with Enphase IQ Gateway and integrated LTE-M1 cell modem (included only with IQ Combiner 4C) consolidates interconnection equipment into a single enclosure and streamlines IQ microinverters and storage installations by providing a consistent, pre-wired solution for residential applications. It offers up to four 2-pole input circuits and Eaton BR series busbar assembly.

Smart

- Includes IQ Gateway for communication and control
- Includes Enphase Mobile Connect cellular modem (CELLMODEM-M1-06-SP-05), included only with IQ Combiner 4C
- Includes solar shield to match Enphase IQ Battery aesthetics and deflect heat
- Flexible networking supports Wi-Fi, Ethernet, or cellular
- Optional AC receptacle available for PLC bridge
- Provides production metering and consumption monitoring

Simple

- Centered mounting brackets support single stud mounting
- Supports bottom, back and side conduit entry
- Up to four 2-pole branch circuits for 240 VAC plug-in breakers (not included)
- 80A total PV or storage branch circuits

Reliable

- Durable NRTL-certified NEMA type 3R enclosure
- Five-year limited warranty
- Two years labor reimbursement program coverage included for both the IQ Combiner SKU's
- UL listed

UL LISTED

To learn more about Enphase offerings, visit **enphase.com**

ENPHASE

Enphase IQ Combiner 4/4C

MODEL NUMBER	
IQ Combiner 4 (X-IQ-AM1-240-4)	IQ Combiner 4 with Enphase IQ Gateway printed circuit board for integrated revenue grade PV production metering (ANSI C12.20 +/- 0.5%) and consumption monitoring (+/- 2.5%). Includes a silver solar shield to match the IQ Battery system and IQ System Controller 2 and to deflect heat.
IQ Combiner 4C (X-IQ-AM1-240-4C)	IQ Combiner 4C with Enphase IQ Gateway printed circuit board for integrated revenue grade PV production metering (ANSI C12.20 +/- 0.5%) and consumption monitoring (+/- 2.5%). Includes Enphase Mobile Connect cellular modem (CELLMODEM-M1-06-SP-05), a plug-and-play industrial-grade cell modem for systems up to 60 microinverters. (Available in the US, Canada, Mexico, Puerto Rico, and the US Virgin Islands, where there is adequate cellular service in the installation area.) Includes a silver solar shield to match the IQ Battery and IQ System Controller and to deflect heat.
ACCESSORIES AND REPLACEMENT PARTS	(not included, order separately)
Ensemble Communications Kit COMMS-CELLMODEM-M1-06 CELLMODEM-M1-06-SP-05 CELLMODEM-M1-06-AT-05	- Includes COMMS-KIT-01 and CELLMODEM-M1-06-SP-05 with 5-year Sprint data plan for Ensemble sites - 4G based LTE-M1 cellular modem with 5-year Sprint data plan - 4G based LTE-M1 cellular modem with 5-year AT&T data plan
Circuit Breakers BRK-10A-2-240V BRK-15A-2-240V BRK-20A-2P-240V BRK-15A-2P-240V-B BRK-20A-2P-240V-B	Supports Eaton BR210, BR215, BR220, BR230, BR240, BR250, and BR260 circuit breakers Circuit breaker, 2 pole, 10A, Eaton BR210 Circuit breaker, 2 pole, 15A, Eaton BR215 Circuit breaker, 2 pole, 20A, Eaton BR220 Circuit breaker, 2 pole, 15A, Eaton BR215B with hold down kit support Circuit breaker, 2 pole, 20A, Eaton BR220B with hold down kit support
EPLC-01	Power line carrier (communication bridge pair), quantity - one pair
XA-SOLARSHIELD-ES	Replacement solar shield for IQ Combiner 4/4C
XA-PLUG-120-3	Accessory receptacle for Power Line Carrier in IQ Combiner 4/4C (required for EPLC-01)
XA-ENV-PCBA-3	Replacement IQ Gateway printed circuit board (PCB) for Combiner 4/4C
X-IQ-NA-HD-125A	Hold down kit for Eaton circuit breaker with screws.
ELECTRICAL SPECIFICATIONS	
Rating	Continuous duty
System voltage	120/240 VAC, 60 Hz
Eaton BR series busbar rating	125 A
Max. continuous current rating	65 A
Max. continuous current rating (input from PV/storage)	64 A
Max. fuse/circuit rating (output)	90 A
Branch circuits (solar and/or storage)	Up to four 2-pole Eaton BR series Distributed Generation (DG) breakers only (not included)
Max. total branch circuit breaker rating (input)	80A of distributed generation / 95A with IQ Gateway breaker included
Production metering CT	200 A solid core pre-installed and wired to IQ Gateway
Consumption monitoring CT (CT-200-SPLIT)	A pair of 200 A split core current transformers
MECHANICAL DATA	
Dimensions (WxHxD)	37.5 x 49.5 x 16.8 cm (14.75" x 19.5" x 6.63"). Height is 21.06" (53.5 cm) with mounting brackets.
Weight	7.5 kg (16.5 lbs)
Ambient temperature range	-40° C to +46° C (-40° to 115° F)
Cooling	Natural convection, plus heat shield
Enclosure environmental rating	Outdoor, NRTL-certified, NEMA type 3R, polycarbonate construction
Wire sizes	• 20 A to 50 A breaker inputs: 14 to 4 AWG copper conductors • 60 A breaker branch input: 4 to 1/0 AWG copper conductors • Main lug combined output: 10 to 2/0 AWG copper conductors • Neutral and ground: 14 to 1/0 copper conductors Always follow local code requirements for conductor sizing.
Altitude	To 2000 meters (6,560 feet)
INTERNET CONNECTION OPTIONS	
Integrated Wi-Fi	802.11b/g/n
Cellular	CELLMODEM-M1-06-SP-05, CELLMODEM-M1-06-AT-05 (4G based LTE-M1 cellular modem). Note that an Enphase Mobile Connect cellular modem is required for all Ensemble installations.
Ethernet	Optional, 802.3, Cat5E (or Cat 6) UTP Ethernet cable (not included)
COMPLIANCE	
Compliance, IQ Combiner	UL 1741, CAN/CSA C22.2 No. 107.1, 47 CFR Part 15, Class B, ICES 003 Production metering: ANSI C12.20 accuracy class 0.5 (PV production) Consumption metering: accuracy class 2.5
Compliance, IQ Gateway	UL 60601-1/CANCSA 22.2 No. 61010-1

ENPHASE

To learn more about Enphase offerings, visit **enphase.com**

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Enphase IQ System Controller 2

The Enphase IQ System Controller 2 connects the home to grid power, the IQ Battery system, and solar PV. It provides microgrid interconnection device (MID) functionality by automatically detecting and seamlessly transitioning the home energy system from grid power to backup power in the event of a grid failure. It consolidates interconnection equipment into a single enclosure and streamlines grid independent capabilities of PV and storage installations by providing a consistent, pre-wired solution for residential applications.



Reliable

- Durable NEMA type 3R enclosure
- Ten-year limited warranty

Smart

- Controls safe connectivity to the grid
- Automatically detects grid outages
- Provides seamless transition to backup

Simple

- Connects to the load or service equipment[1] side of the main load panel
- Centered mounting brackets support single stud mounting
- Supports conduit entry from the bottom, bottom left side, and bottom right side
- Supports whole home and partial home backup and subpanel backup
- Up to 200A main breaker support
- Includes neutral-forming transformer for split phase 120/240V backup operation
- IQ System Controller supports backward compatibility with older generation of PV microinverters (M215, M250 and S series), making it simple for home owners to upgrade their systems
- Easy integration with generator from major manufacturers

1. IQ System Controller 2 is not suitable for use as service equipment in Canada

To learn more about Enphase offerings, visit **enphase.com**

ENPHASE

Enphase IQ System Controller 2

MODEL NUMBER	
EP200G101-M240US01	Enphase IQ System Controller 2 with neutral forming transformer (NFT), Microgrid Interconnect Device (MID), breakers, and screws. Streamlines grid independent capabilities of PV and battery installations.
ACCESSORIES and REPLACEMENT PARTS	
EP200G-NA-XA-E3	Replacement IQ System Controller 2 printed circuit board
EP200G-NA-HD-200A	Eaton type BR circuit breaker hold-down screw kit: BRHDK125
CT-200-SPLIT	200 A split core current transformers for Generator metering (+/- 2.5%)
Circuit breakers (as needed)[2,3]	Not included; must order separately
BRK-100A-2P-240V	BRK-20A-2P-240V-B, Circuit breaker, 2 pole, 20A, 10kAIC, BR220B
BRK-125A-2P-240V	BRK-30A-2P-240V, Circuit breaker, 2 pole, 30A, 10kAIC, BR230B
BRK-150A-2P-240V	BRK-40A-2P-240V, Circuit breaker, 2 pole, 40A, 10kAIC, BR240B
BRK-175A-2P-240V	BRK-60A-2P-240V, Circuit breaker, 2 pole, 60A, 10kAIC, BR260
BRK-200A-2P-240V	BRK-80A-2P-240V, Circuit breaker, 2 pole, 80A, 10kAIC, BR280
EP200G-HNDL-R1	IQ System Controller 2 installation handle kit (order separately)
EP200G-LUGKIT	IQ System Controller 2 interconnect kit, including labels, pre-crimped lugs, ferrules, filler plates, and screws
BRK-20A-40A-2P-240V	2 pole, 20A/40A, 10kAIC, BQC220240
ELECTRICAL SPECIFICATIONS	
Assembly rating	Continuous operation at 100% of its rating
Nominal voltage / range (L-L)	240 VAC / 100 - 310 VAC
Voltage measurement accuracy	±1% V nominal (±1.2V L-N and ±2.4V L-L)
Auxiliary contact for load control, excess PV control, and generator two wire control	24V, 1A
Nominal frequency / range	60 Hz / 56 - 63 Hz
Frequency measurement accuracy	±0.1 Hz
Maximum continuous current rating	160A
Maximum input overcurrent protection device	200A
Maximum output overcurrent protection device	200A
Maximum overcurrent protection device rating for Generator circuit[4]	80A
Maximum overcurrent protection device rating for storage branch circuit[4] (the storage branch circuit can be replaced with PV)	80A
Maximum overcurrent protection device rating for IQ8 PV combiner branch circuit[4]	80A
Neutral Forming Transformer (NFT)	• Breaker rating (pre-installed): 40A between L1 and Neutral, 40A between L2 and Neutral • Continuous rated power: 3600VA • Maximum continuous unbalance current: 30A @ 120V • Peak rated power: 8800VA for 30 seconds • Peak unbalanced current: 60A @ 120V for 30 seconds
MECHANICAL DATA	
Dimensions (WxHxD)	50cm x 91.6cm x 24.6cm (19.7 in x 36 in x 9.7 in)
Weight	39.4 kg (87 lbs)
Ambient temperature range	-40° C to +50° C (-40° F to 122° F)
Cooling	Natural convection, plus heat shield
Enclosure environmental rating	Outdoor, NEMA type 3R, polycarbonate construction
Altitude	To 2500 meters (8200 feet)
WIRE SIZES	
Connections (All lugs are rated to 90C)	• Main lugs and backup load lugs: Cu/Al: 1 AWG – 300 KCMIL • CSR breaker bottom wiring lugs: Cu/Al: 2 AWG – 300 KCMIL • BR breakers (wire provided): 6 AWG • AC combiner lugs, Encharge lugs, and generator lugs: 14 AWG – 2 AWG • Neutral (large lugs): Cu/Al: 6 AWG - 300 KCMIL
Neutral and ground bars	Large holes (5/16-24 UNF): 14 AWG – 1/0 AWG Small holes (10-32 UNF): 14 AWG – 6 AWG
COMPLIANCE	
Compliance	UL 1741, UL 1741 SA, UL 1741 PCS, UL1998, UL869A[5], UL67[5], UL508[5], ULSOE[5] CSA 22.2 No. 107.1, 47 CFR Part 15, Class B, ICES 003, AC156 IQ System Controller 2 is approved for use as Service Equipment in the United States[1].

2. Compatible with BRHDK125 Hold-Down Kit to comply with 2017 NEC 770.15E for back-fed circuit breakers.
3. The IQ System Controller 2 is rated 22 kAIC.
4. Not included. Installer must provide properly rated breaker per circuit breaker list above.
5. Systems from these standards were used during the safety evaluation and are listed in the UL 1741 listing.

To learn more about Enphase offerings, visit **enphase.com**

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Data Sheet
Enphase Storage System

Enphase Encharge 10

The Enphase Encharge 10™ all-in-one AC-coupled storage system is **reliable, smart, simple,** and **safe**. It is comprised of three base Encharge 3™ storage units, has a total usable energy capacity of 10.08 kWh and twelve embedded grid-forming microinverters with 3.84 kW power rating. It provides backup capability and installers can quickly design the right system size to meet the needs of both new and retrofit solar customers.



Reliable

- Proven high reliability IQ Series Microinverters
- Ten-year limited warranty
- Three independent Encharge storage base units
- Twelve embedded IQ 8X-BAT Microinverters
- Passive cooling (no moving parts/fans)

Smart

- Grid-forming capability for backup operation
- Remote software and firmware upgrade
- Mobile app-based monitoring and control
- Support for self consumption
- Utility time of use (TOU) optimization

Simple

- Fully integrated AC battery system
- Quick and easy plug-and-play installation
- Interconnects with standard household AC wiring

Safe

- Cells safety tested
- Lithium iron phosphate (LFP) chemistry for maximum safety and longevity

To learn more about Enphase offerings, visit **enphase.com**

ENPHASE.

Enphase Encharge 10

MODEL NUMBER	
ENCHARGE-10-1P-NA	Encharge 10 battery storage system with integrated Enphase Microinverters and battery management unit (BMU). Includes: - Three Encharge 3.36 kWh base units (B3-A01-US001-1-3) - One Encharge 10 cover kit with cover, wall mounting bracket, watertight conduit hubs, and interconnect kit for wiring between batteries (B10-C-1050-0)
ACCESSORIES	
ENCHARGE-HNDL-R1	One set of Encharge base unit installation handles
OUTPUT (AC)	**@ 240 VAC[1]**
Rated (continuous) output power[2]	3.84 kVA
Peak output power	5.7 kVA (10 seconds)
Nominal voltage / range	240 / 211 – 264 VAC
Nominal frequency / range	60 / 57 – 61 Hz
Rated output current	16 A
Peak output current	24.6A (10 seconds)
Power factor (adjustable)	0.85 leading . 0.85 lagging
Maximum units per 20 A branch circuit	1 unit (single phase)
Interconnection	Single-phase
Maximum AC short circuit fault current over 3 cycles	69.6 Arms
Round trip efficiency[2]	89%
BATTERY	
Total capacity	10.5 kWh
Usable capacity	10.08 kWh
Round trip efficiency	96%
Nominal DC voltage	67.2 V
Maximum DC voltage	73.5 V
Ambient operating temperature range	-15° C to 55° C (5° F to 131° F) non-condensing
Optimum operating temperature range	0° C to 30° C (32° F to 86° F)
Chemistry	Lithium iron phosphate (LFP)
MECHANICAL DATA	
Dimensions (WxHxD)	1070 mm x 664 mm x 319 mm (42.13 in x 26.14 in x 12.56 in)
Weight	Three individual 44.2 kg (97.4 lbs) base units plus 21.1 kg (48.7 lbs) cover and mounting bracket; total 154.7 kg (341 lbs)
Enclosure	Outdoor – NEMA type 3R
IQ 8X-BAT microinverter enclosure	NEMA type 6
Cooling	Natural convection - No fans
Altitude	Up to 2500 meters (8200 feet)
Mounting	Wall mount
FEATURES AND COMPLIANCE	
Compatibility	Compatible with grid-tied PV systems. Compatible with Enphase IQ Series Micros, Enphase Enpower, and Enphase IQ Envoy for backup operation
Communication	Wireless 2.4 GHz
Services	Backup, self-consumption, TOU, Demand Charge, NEM Integrity
Monitoring	Enlighten Manager and MyEnlighten monitoring options; API integration
Compliance	UL 9540, UN 38.3, UL 9540A, UL 1998, UL 991, NEMA Type 3R, AC156 EMI: 47 CFR, Part 15, Class B, ICES 003 Cell Module: UL 1973, UN 38.3 Inverters: UL 62109-1, IEC 62109-2, UL 1741SA, CAN/CSA C22.2 No. 107.1-16
LIMITED WARRANTY	
Limited Warranty[3]	>70% capacity, up to 10 years or 4000 cycles

1. Supported in backup/off grid operations
2. AC to Battery to AC at 50% power rating.
3. Whichever occurs first. Restrictions apply

To learn more about Enphase offerings, visit **enphase.com**

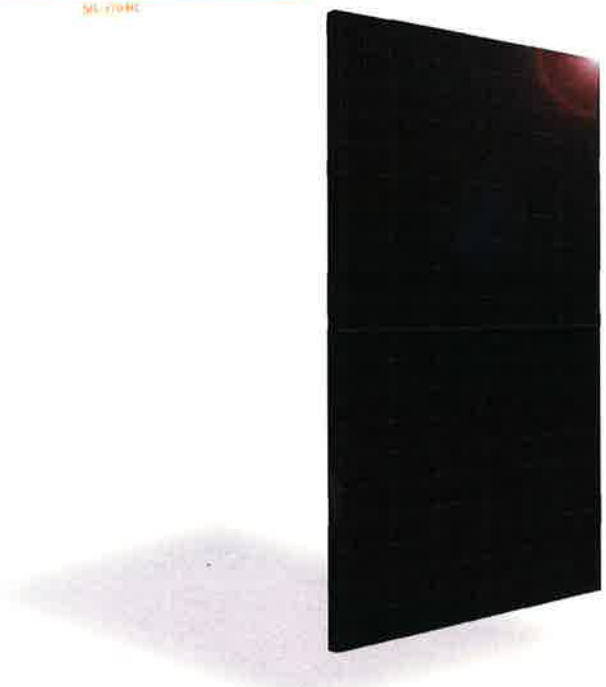
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SILFAB PRIME

SIL-370 HC



SILFAB SOLAR

RELIABLE ENERGY.
DIRECT FROM THE SOURCE.

Introducing Silfab Prime.

Designed to outperform.

Dependable, durable, high-performance solar panels engineered for North American homeowners.

SILFABSOLAR.COM

ELECTRICAL SPECIFICATIONS		370	
Test Conditions		STC	NOCT
Module Power (Pmax)	Wp	370	276
Maximum power voltage (Vpmax)	V	34.95	32.48
Maximum power current (Ipmax)	A	10.60	8.50
Open circuit voltage (Voc)	V	41.75	39.16
Short circuit current (Isc)	A	11.25	9.07
Module efficiency	%	20.2%	18.9%
Maximum system voltage (VDC)	V	1000	
Series fuse rating	A	20	
Power Tolerance	Wp	0 to +10	

Measurement conditions: STC 1000 W/m² • AM 1.5 • Temperature 25 °C • NOCT 800 W/m² • AM 1.5 • Measurement uncertainty ± 3%
Sun simulator calibration reference modules from Fraunhofer Institute. Electrical characteristics may vary by ±5% and power by 0 to +10W

MECHANICAL PROPERTIES / COMPONENTS	METRIC	IMPERIAL
Module weight	19.5kg ±0.2kg	43lbs ±0.4lbs
Dimensions (H x L x D)	1762 mm x 1037 mm x 35 mm	69.4 in x 40.8 in x 1.37 in
Maximum surface load (wind/snow)*	5400 Pa rear load / 5400 Pa front load	112.8 lb/ft² rear load / 112.8 lb/ft² front load
Hail impact resistance	ø 25 mm at 83 km/h	ø 1 in at 51.6 mph
Cells	120 Half cells - Si mono PERC 9 busbar - 83 x 166 mm	120 Half cells - Si mono PERC 9 busbar - 3.26 x 6.53 in
Glass	3.2 mm high transmittance, tempered, DSM antireflective coating	0.126 in high transmittance, tempered, DSM antireflective coating
Cables and connectors (refer to installation manual)	1350 mm, ø 5.7 mm, MC4 from Staubli	53.15 in, ø 0.22 in (12AWG), MC4 from Staubli
Backsheet	High durability, superior hydrolysis and UV resistance, multi-layer dielectric film, fluorine-free PV backsheet	
Frame	Anodized Aluminum (Black)	
Bypass diodes	3 diodes 30SQ045T (45V max DC blocking voltage, 30A max forward rectified current)	
Junction Box	UL 3730 Certified, IEC 62790 Certified, IP68 rated	

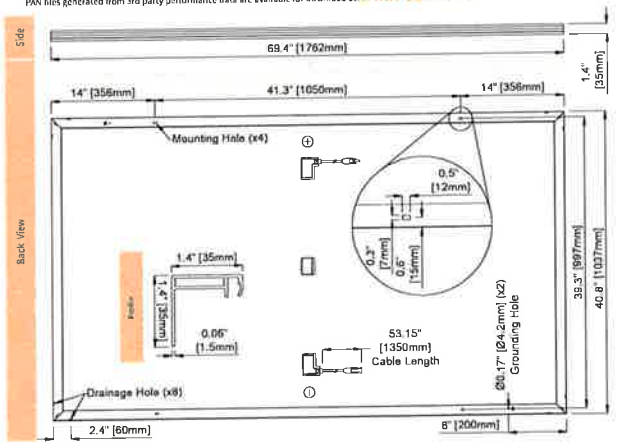
TEMPERATURE RATINGS	
Temperature Coefficient Isc	+0.064 %/°C
Temperature Coefficient Voc	-0.28 %/°C
Temperature Coefficient Pmax	-0.36 %/°C
NOCT (± 2°C)	45 °C
Operating temperature	-40/+85 °C

WARRANTIES	
Module product workmanship warranty	25 years**
Linear power performance guarantee	30 years ≥ 97.1% end 1st yr ≥ 91.6% end 12th yr ≥ 85.1% end 25th yr ≥ 82.6% end 30th yr

CERTIFICATIONS	
Product	UL CAN/CSA C1703, UL 1703, CEC listed, UL 61215-1/-1-1/-2, UL 61730-1/-2, IEC 61215-1/-1-1/-2***, IEC 61730-1/-2***, CSA C22.2#61730-1/-2, IEC 62716 Ammonia Corrosion, IEC61701:2011 Salt Mist Corrosion Certified, UL Fire Rating: Type 2
Factory	ISO9001:2015

SHIPPING SPECS	
Modules Per Pallet	26 or 26 (California)
Pallets Per Truck	34 or 32 (California)
Modules Per Truck	884 or 832 (California)

* ⚠ Warning: Read the Safety and Installation Manual for mounting specifications and before handling, installing and operating modules
** 12 year extendable to 25 years subject to registration and conditions outlined under "Warranty" at silfabsolar.com
*** Certification in progress.
PAN files generated from 3rd party performance data are available for download at SilfabSolar.com/downloads



SILFAB SOLAR INC.

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info@silfabsolar.com
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Certificate Of Completion

Envelope Id: E9755755-41B1-4622-82CB-4AA488D025A6
Status: Completed
Subject: FOR SIGNATURES - Net Metering Agreement - Levine - ELE/260482
Source Envelope:
Document Pages: 28
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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
2/12/2026 4:16:48 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/12/2026 4:18:25 PM Viewed: 2/12/2026 5:13:36 PM Signed: 2/12/2026 5:14:58 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@Ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/12/2026 5:15:00 PM Viewed: 2/13/2026 7:36:02 AM Signed: 2/13/2026 7:36:37 AM
Electronic Record and Signature Disclosure: Accepted: 2/13/2026 7:36:02 AM ID: da04801c-7b4b-4bc6-b3a3-03532070cff5		
Chris Gowder chris.gowder@fmpa.com Chief Sys Ops & Tech Officer Security Level: Email, Account Authentication (None)	DocuSigned by: 087F58EBB34B474... Signature Adoption: Uploaded Signature Image Using IP Address: 2601:880:81:35e0:1cb3:e67e:6160:466c	Sent: 2/13/2026 7:36:38 AM Viewed: 2/13/2026 8:17:09 AM Signed: 2/13/2026 8:17:18 AM
Electronic Record and Signature Disclosure: Accepted: 2/13/2026 8:17:09 AM ID: eeae4241-1c0c-4c1b-8ab8-f11b4c3910b3		

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/12/2026 4:18:25 PM
Certified Delivered	Security Checked	2/13/2026 8:17:09 AM
Signing Complete	Security Checked	2/13/2026 8:17:18 AM
Completed	Security Checked	2/13/2026 8:17:18 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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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.

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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.

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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.

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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.

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APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

TIER 1 - Ten (10) kW or Less
TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW
TIER 3 - Greater than 100 kW and Less Than or Equal to Two (2) MW

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net-metering customers located in the area served by the City of Ocala Electric Utility. Please refer to the Ocala Electric Utility Net-Metering Rate Schedule.

Ocala Electric Utility customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the Ocala Electric Utility system are required to complete this application. When the completed application and fees are returned to Ocala Electric Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained at Ocala Electric Utility, located at 201 SE 3rd Street, Ocala, Florida 34471, or may be requested by email from OEU@ocalafl.org.

1. Customer Information

Name: Maurice G. Pitilon

Mailing Address: 1601 NE 47th Court

City: Ocala State: Fl. Zip Code: 34470

Phone Number: 561-703-2613 Alternate Phone Number: _____

Email Address: NYPIT2@AOL.COM Fax Number: _____

Ocala Electric Utility Customer Account Number: 534621-262889

2. RGS Facility Information

Facility Location: 1601 NE 47th Court Ocala, Fl. 34470

Ocala Electric Utility Customer Account Number: 534621-262889

RGS Manufacturer: Hanwha Q CELLS America, Inc.

Manufacturer's Address: 400 Spectrum Center Drive Suite 1400
Irvine, CA. 92618

Reference or Model Number: Q.PEAK DUO BLK ML-G10+ (14 modules 400W)

Serial Number: Inverter-Solaredge SE5000H-US

(Continued on Sheet No.19.1)

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3. Facility Rating Information

Gross Power Rating: 4.76kWac ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Ocala Electric Utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: Solar PV

Anticipated In- Service Date: 11/2022

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is $375 for Tier 2 and $750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

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B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 3rd party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

C. Proof of insurance in the amount of:
Tier 1 - $100,000.00
Tier 2 - $1,000,000.00
Tier 3 - $2,000,000.00

Customer

By: Maurice G. Pitilon Date: 2/4/26
(Print Name)

Maurice G. Pitilon
(Signature)

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Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 4th day of February, 20 26, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), the City of Ocala doing business as Ocala Electric Utility, a body politic (hereinafter "OEU"), and Maurice G. Pitilon, a retail electric customer of OEU (hereinafter "Customer").

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

(Continued on Sheet No. 20.1)

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Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

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4.04. FMPA and OEU shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any OEU equipment or part of OEU's system; or (b) if either FMPA or OEU determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU electric system.

Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to OEU electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by OEU or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

(Continued on Sheet No. 20.3)

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Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02 Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

(Continued on Sheet No. 20.4)

Docusign Envelope ID: 07EC8B32-0A32-4318-955A-9B4CFA2618A3

(Continued from Sheet No. 20.3)

7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, OEU, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEU, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, OEU, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or OEU of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

(Continued on Sheet No. 20.5)

Docusign Envelope ID: 07EC8B32-0A32-4318-955A-9B4CFA2618A3

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

City of Ocala Electric Utility

Signed by:
By: Janice Mitchell
55198B43858A4E1...

Title: CFO

Date: 2/7/2026

Florida Municipal Power Agency

DocuSigned by:
By:
087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 2/7/2026

Customer

By: Maurice G. Pitilon Date: 2/4/26
(Print Name)

(Signature)

Customer's City of Ocala Electric Utility Account Number: 534621-262889

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04E3...

William E. Sexton, Esq.
City Attorney

(Continued on Sheet No. 20.6)

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Tri-Party Net-Metering Power Purchase Agreement
Schedule A

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

a) FMPA shall pay OEU for the excess kWh energy delivered by customer-owned renewable generation to OEU's electric system. Every month, OEU shall determine the total kWh of customer-owned renewable generation that is delivered to OEU's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEU in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

b) As part of the monthly bill adjustment, FMPA will also increase OEU's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto OEU's electric system has been purchased by FMPA, but will remain on OEU's electric system and be used by OEU to meet its other customers' electric needs. As a result, OEU's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to OEU.

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.

b) At the end of each calendar year, OEU shall pay the Customer for any unused excess energy credits in accordance with the OEU Electric Net-Metering Service Rate Schedule.

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Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 4th day of February, 20 26, by and between Maurice G. Pitilon, (hereinafter called "**Customer**"), located at 1601 NE 47th Court in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereinafter called OEU), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 1601 NE 47th Court Ocala, Fl. 34470.

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than ten (10) kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, OEU operates an electric system serving the City of Ocala; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU' electrical supply grid at the location identified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU' ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, the OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

(Continued on Sheet No. 21.1)

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(Continued from Sheet No. 21.0)

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and the City of Ocala Electric Utility (OEU).

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the ten kilowatt (10 kW) limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above two megawatts (2MW).

4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).

5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.

6. The Customer shall fully comply with OEU's Design Standards following NEC standards as those documents may be amended or revised by OUS from time to time.

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):

a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources.*
d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

(Continued to Sheet No. 21.2)

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(Continued from Sheet No. 21.1)

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 21.3)

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(Continued from Sheet No. 21.2)

12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes an OEU interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU's electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS that (i) utilizes the same OEU interactive inverter for both systems, or (ii) utilizes a separate OEU interactive inverter for each system, Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU' systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's system, such that back feed from the customer-owned renewable generation system to OEU's system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

(Continued on Sheet No. 21.4)

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(Continued from Sheet No. 21.3)

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Section 18, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars ($100,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 21.5)

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23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OEU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU' electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. OEU system emergencies, forced outages, uncontrollable forces or compliance with prudent electric OEU practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on OEU's system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical affects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU.
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

(Continued to Sheet No. 21.6)

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26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

(Continued on Sheet No. 21.7)

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(Continued from Sheet No. 21.6)

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement, which complies with the amended statutes/rules.

(Continued on Sheet No. 21.8)

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(Continued from Sheet No. 21.7)

32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

(Continued on Sheet No. 21.9)

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

City of Ocala Electric Utility:

Signed by:
By: Janice Mitchell
55198B43858A4E1...

Title: CFO

Date: 2/7/2026

Customer:

By: Maurice G. Pitilon
(Print Name)

Maurice G. Pitilon
(Signature)

Date: 2/4/26

City of Ocala Electric Utility Account Number:

534621-262889

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

Docusign Envelope ID: 07EC8B32-0A32-4318-955A-9B4CFA2618A3

CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY STREET, SUITE 1300
JACKSONVILLE FL 32202-5142

Homeowners HO-3 Special Form Policy - Declarations

POLICY NUMBER: 15022739 - 1 **POLICY PERIOD:** **FROM** 07/03/2025 **TO** 07/03/2026
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

Transaction: NEW BUSINESS

Named Insured and Mailing Address:	**Location Of Residence Premises:**	**Agent:** **FI. Agent Lic. #:** W134376_1
First Named Insured: Maurice Pitilon 1601 NE 47TH CT OCALA, FL 34470-1161 Phone Number: 561-703-2613	1601 NE 47TH CT OCALA FL 34470-1161 **County:**MARION	USAA INSURANCE AGENCY, INC. CORDERO BOWLEG 17200 COMMERCE PARK BLVD TAMPA, FL 33647 Phone Number: 877-900-3967 **Citizens Agency ID#:** 26054

Primary Email Address: nypit2@aol.com

Additional Named Insured: Please refer to "ADDITIONAL NAMED INSURED(S)" section for details

Coverage is only provided where a premium and a limit of liability is shown

All Other Perils Deductible: $2,500

Hurricane Deductible: $8,076 (2%)

	LIMIT OF LIABILITY	ANNUAL PREMIUM
SECTION I - PROPERTY COVERAGES		$2,164
A. Dwelling :	$403,800	
B. Other Structures:	$8,080	
C. Personal Property:	$100,950	
D. Loss of Use:	$40,380	
SECTION II - LIABILITY COVERAGES		
E. Personal Liability:	$100,000	$8
F. Medical Payments:	$2,000	INCLUDED
OTHER COVERAGES		
Personal Property Replacement Cost	Included	$254
Ordinance or Law Limit (25% of Cov A)	(See Policy)	Included
SUBTOTAL:		**$2,426**
Florida Hurricane Catastrophe Fund Build-Up Premium:		$34
Premium Adjustment Due To Allowable Rate Change:		($330)
MANDATORY ADDITIONAL CHARGES:		
2023-A Florida Insurance Guaranty Association (FIGA) Emergency Assessment		$21
Emergency Management Preparedness and Assistance Trust Fund (EMPA)		$2
Tax-Exempt Surcharge		$37
STATUTORY INSURANCE PREMIUM DISCOUNTS:		
Legislative Premium Tax Discount		($37)
Legislative Fire Marshal Discount		($5)
TOTAL POLICY PREMIUM INCLUDING ANY ADDITIONAL CHARGES, ASSESSMENTS, AND ADJUSTMENTS:		**$2,148**

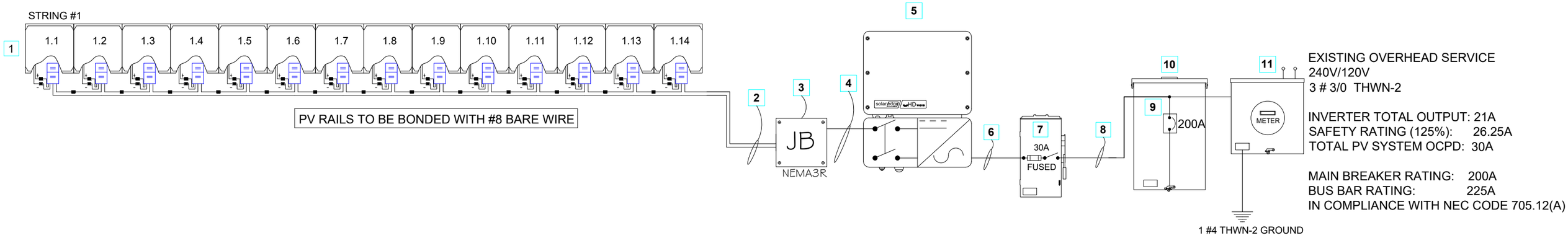
The portion of your premium for:

Hurricane Coverage is $1,473 Non-Hurricane Coverage is $657

Authorized By: CORDERO BOWLEG **Processed Date:** 06/24/2025

Docusign Envelope ID: 07EC8B32-0A32-4318-955A-9B4CFA2618A3

WIRE TAG	CONDUCTOR QTY. SIZE & TYPE	NEUTRAL QTY. SIZE & TYPE	GROUND QTY. SIZE & TYPE	RACEWAY SIZE & TYPE	RACEWAY LOCATION	RACEWAY HEIGHT ABOVE ROOF	OUTPUT CURRENT	125% OF OUTPUT CURRRENT	MIN OCPD	WIRE DE-RATED CALCULATION				DIST.	VOLTAGE	VOLTAGE DROP %	CONDUIT FILL %
										WIRE RATING	AMBIENT TEMPERATURE COEFFICIENT	# OF CONDUCTORS COEFFICIENT	DE-RATES AMPACITY				
DC (BEFORE JB)	(2) #10 AWG PV WIRE	N/A	(1) #8 AWG BARE COPPER	NOT APPLICABLE	UNDER ARRAY	1/2" TO 3-1/2"	15A	18.8A	20A	40A	0.76	1	30A	10 FT.	350V	0.11%	6.4%
DC (AFTER JB)	(2) #10 AWG THWN-2	N/A	(1) #8 AWG THWN-2	3/4" EMT CONDUIT	ABOVE ROOF	1/2" TO 3-1/2"	15A	18.8A	20A	40A	0.76	0.8	24.3A	20 FT.	350V	0.21%	8.1%
AC (INVERTER TO METER)	(2) #6 AWG THWN-2	(1) #6 AWG THWN-2	(1) #8 AWG THWN-2	3/4" EMT CONDUIT	EXTERIOR WALL	"N/A"	21A	26.25A	30A	75A	1	1	75A	5 FT.	240V	0.1%	7.7%



1 ONE LINE RISER DIAGRAM

N.T.S.

LEGEND:

1	(14) Q.PEAK DUO BLK ML-G10+ 400W BY QCELL REFER TO D-1 SHEET	2	2 #10 PV WIRE PER STRING 1 #8 BARE WIRE GROUND 3/4" EMT CONDUIT	3	NEMA3R JUNCTION BOX
4	2 #10 THWN-2 PER STRING 1 #8 THWN-2 GROUND 3/4" EMT CONDUIT	5	SE5000H-US BY SOLAREDGE REFER TO D-3 SHEET	6	2 #6 L1,L2 THWN-2 1 #6 THWN-2 NEUTRAL 1 #8 THWN-2 GROUND 3/4" EMT CONDUIT
7	PV SYSTEM DISCONNECT - 60A RATED W/ 30A FUSES	8	2 #6 L1,L2 THWN-2 1 #6 THWN-2 NEUTRAL 3/4" EMT CONDUIT	9	PV INTERCONNECTION POINT - LST
10	EXISTING EXTERIOR MDP RATED 200A	11	UTILITY ELECTRICAL SERVICE	12	NOT USED

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REV	DESCRIPTION	DATE	sCAD	eCAD

ENGINEER CONTACT INFORMATION
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1825 PONCE DE LEON BLVD #114
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DESIGN@ENGIPARTNERS.COM
833 - 888 - 3644

ENGINEERING STAMP

CONTRACTOR CONTACT INFORMATION
TITAN SOLAR POWER FL
901 ARMSTRONG BLVD,
KISSIMMEE, FL 34741
(813) 982 -9001
#EC13009924

CONTRACTOR LOGO

TITAN SOLAR POWER

CUSTOMER: MICAHAEL LEPPARD

PROJECT ADDRESS: 1601 NE 47TH CT, OCALA FL, 34470

PARCEL NUMBER: 2735-006-016

SHEET NAME: ONE LINE RISER DIAGRAM

PROJECT ID: TSP141144

ENGINEER OF RECORD: ENG. RAFAEL A. GONZALEZ SOTO, PE

DATE: 9-6-22

SHEET TITLE: E-1

Docusign Envelope ID: 07EC8B32-0A32-4318-955A-9B4CFA2618A3

PROJECT DESCRIPTION

SYSTEM CAPACITY: 5.6 KW DC / 5.0 KW AC

PV PANELS: (14) Q.PEAK DUO BLK ML-G10+ 400W BY QCELL

OPTIMIZERS: (14) P401 BY SOLAR EDGE

INVERTER: (1) SE5000H-US BY SOLAR EDGE

RACKING SYSTEM: CROSS RAIL SYSTEM 44-X BY K2 SYSTEMS

PROJECT INFORMATION

PROJECT LATITUDE	29.202919	MIN AMBIENT TEMP	-6 ° C
PROJECT LONGITUDE	-82.069348	MAX AMBIENT TEMP	35 ° C
AHJ	CITY OF OCALA	WIND EXPOSURE	B
		DESIGN WIND SPEED	130 MPH

DRAWINGS INDEX

C-1	COVER SHEET
C-2	SAFETY PLANS
E-1	ONE LINE RISER DIAGRAM
E-2	SAFETY LABELS
S-1	STRUCTURAL PLAN
S-2	RACKING PLAN
S-3	RACKING PLAN
D-1	PV MODULES DATA SHEET
D-2	SMART MONITORING DATA SHEET
D-3	INVERTER DATA SHEET

GENERAL NOTES

PER FL. STATUTE 377.705 (REVISED 7/1/2017), I RAFAEL A. GONZALEZ SOTO, P.E. 83104 AN ENGINEER LICENSED PURSUANT TO CHAPTER 471, CERTIFY THAT THE PV ELECTRICAL SYSTEM AND ELECTRICAL COMPONENTS ARE DESIGNED AND APPROVED USING THE STANDARDS CONTAINED IN THE MOST RECENT VERSION OF THE FLORIDA BUILDING CODE.

APPLICABLE CODES: 2020 FLORIDA BUILDING CODE 7TH EDITION, ASCE 7-16 MINIMUM DESIGN LOADS FOR BUILDING AND OTHER STRUCTURES, FFPC 7TH EDITION, NFPA 2018, NFPA 70 AND NEC 2017.

CONTRACTOR SHALL ENSURE ALL ROOF PENETRATIONS TO BE INSTALLED AND SEALED PER 2020 FLORIDA BUILDING CODE 7TH EDITION OR LOCAL GOVERNING CODE.

ALL WIRING METHODS AND INSTALLATION PRACTICES SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE (NEC) 2017, LOCAL STATE CODES, AND OTHER APPLICABLE LOCAL CODES. MEANS SHALL BE PROVIDED TO DISCONNECT ALL CURRENT CARRYING CONDUCTORS OF THE PHOTOVOLTAIC POWER SOURCE FROM ALL OTHER CONDUCTORS IN THE BUILDING. CONNECTORS TO BE TORQUED PER DEVICE LISTING, OR MANUFACTURERS RECOMMENDATIONS. NON-CURRENT CARRYING METAL PARTS SHALL BE CHECKED FOR PROPER GROUNDING.

REQUIRED SAFETY SIGNS AND LABELS SHALL BE PERMANENTLY ATTACHED BY ADHESIVE, OR OTHER MECHANICAL MEANS, LABELS SHALL COMPLY WITH ARTICLE 690 VI OF THE NEC 2017 OR OTHER APPLICABLE STATE AND LOCAL CODES. SEE LABELS AND MARKING PAGE FOR MORE INFORMATION.

RACKING ROOF MOUNT SYSTEM SHALL BE INSTALLED FOLLOWING MANUFACTURERS INSTRUCTION SPEC'S, INCLUDING ALL GROUNDING WEEB CLIPS, GROUND LUGS, AND RAIL SPLICE KITS FOR ELECTRICAL CONTINUITY.

MECAWIND TOOL IS BASED ON THE C&C WIND LOADS FOR ENCLOSED BUILDINGS. DESIGN WIND PRESSURES ARE CALCULATED USING ASCE 7-16 EQUATION 30.6-1. ALL NOTES IN FIGURES ASCE 7-16 30.4-1 AND 30.4-2(A,B AND /67C) HAVE BEEN INCORPORATED. MEAN ROOF HEIGHT MUST BE LESS THAN 60 FEET.



2 **LOCATION MAP / WIND ZONES**
N.T.S.

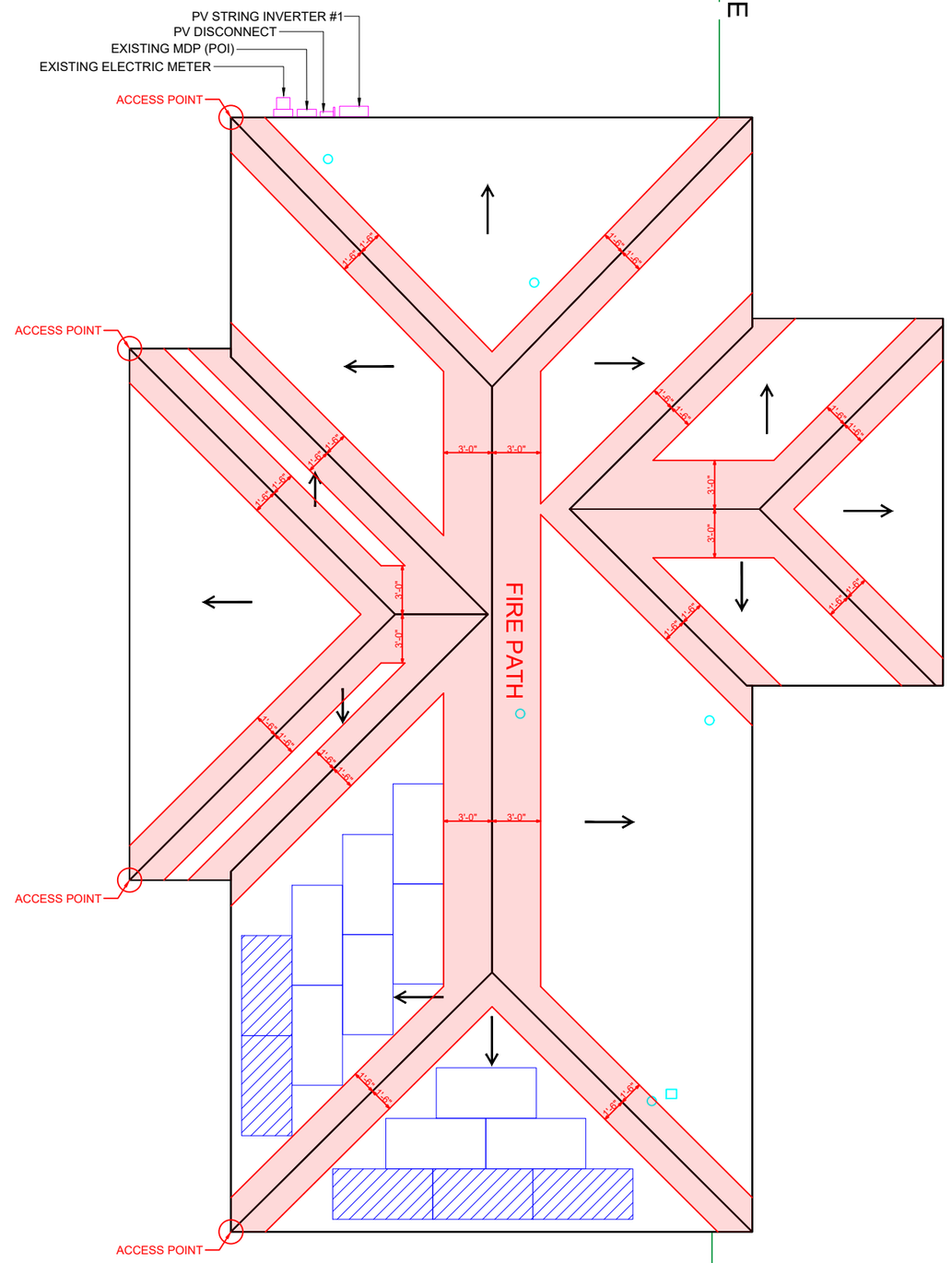


3 **IRRADIANCE MAP**
N.T.S.



4 **3D RENDERING**
N.T.S.

"PROPERTY SIDE FACING STREET"



1 **ROOF PLAN VIEW / BOS LOCATION**
N.T.S.

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REV	DESCRIPTION	DATE	sCAD	eCAD

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CONTRACTOR LOGO
TITAN SOLAR POWER

CUSTOMER: MICAHAEL LEPPARD
PROJECT ADDRESS: 1601 NE 47TH CT, OCALA FL, 34470
PARCEL NUMBER: 2735-006-016

SHEET NAME: COVER SHEET

PROJECT ID: TSP141144
ENGINEER OF RECORD: ENG. RAFAEL A. GONZALEZ SOTO, PE
DATE: 9-6-22
SHEET TITLE: C-1 2229

Docusign Envelope ID: 07EC8B32-0A32-4318-955A-9B4CFA2618A3

Single Phase Inverter with HD-Wave Technology

for North America

SE3000H-US / SE3800H-US / SE5000H-US / SE6000H-US / SE7600H-US / SE10000H-US / SE11400H-US

INVERTERS

12-25 YEAR WARRANTY



Optimized installation with HD-Wave technology

- Specifically designed to work with power optimizers
- Record-breaking 99% weighted efficiency
- Quick and easy inverter commissioning directly from a smartphone using the SolarEdge SetApp
- Fixed voltage inverter for longer strings
- Integrated arc fault protection and rapid shutdown for NEC 2014, NEC 2017 and NEC 2020 per article 690.11 and 690.12
- UL1741 SA certified, for CPUC Rule 21 grid compliance
- Small, lightweight, and easy to install both outdoors or indoors
- Built-in module-level monitoring
- Optional: Faster installations with built-in consumption metering (1% accuracy) and production revenue grade metering (0.5% accuracy, ANSI C12.20)

solaredge.com

solaredge

Single Phase Inverter with HD-Wave Technology

for North America

SE3000H-US / SE3800H-US / SE5000H-US / SE6000H-US/ SE7600H-US / SE10000H-US / SE11400H-US

MODEL NUMBER	SE3000H-US	SE3800H-US	SE5000H-US	SE6000H-US	SE7600H-US	SE10000H-US	SE11400H-US	
APPLICABLE TO INVERTERS WITH PART NUMBER	SEXXXXH-XXXXXBXX4							
OUTPUT								
Rated AC Power Output	3000	3800 @ 240V 3300 @ 208V	5000	6000 @ 240V 5000 @ 208V	7600	10000	11400 @ 240V 10000 @ 208V	VA
Maximum AC Power Output	3000	3800 @ 240V 3300 @ 208V	5000	6000 @ 240V 5000 @ 208V	7600	10000	11400 @ 240V 10000 @ 208V	VA
AC Output Voltage Min.-Nom.-Max. (211 - 240 - 264)	✓	✓	✓	✓	✓	✓	✓	Vac
AC Output Voltage Min. Nom. Max. (183 - 208 - 229)	-	✓	-	✓	-	-	✓	Vac
AC Frequency (Nominal)	59.3 - 60 - 60.5[1]							Hz
Maximum Continuous Output Current @240V	12.5	16	21	25	32	42	47.5	A
Maximum Continuous Output Current @208V	-	16	-	24	-	-	48.5	A
Power Factor	1, Adjustable - 0.85 to 0.85							
GFDI Threshold	1							A
Utility Monitoring, Islanding Protection, Country Configurable Thresholds	Yes							
INPUT								
Maximum DC Power @240V	4650	5900	7750	9300	11800	15500	17650	W
Maximum DC Power @208V	-	5100	-	7750	-	-	15500	W
Transformer-less, Ungrounded	Yes							
Maximum Input Voltage	480							Vdc
Nominal DC Input Voltage	380					400		Vdc
Maximum Input Current @240V[2]	8.5	10.5	13.5	16.5	20	27	30.5	Adc
Maximum Input Current @208V[2]	-	9	-	13.5	-	-	27	Adc
Max. Input Short Circuit Current	45							Adc
Reverse-Polarity Protection	Yes							
Ground-Fault Isolation Detection	600kΩ Sensitivity							
Maximum Inverter Efficiency	99	99.2						%
CEC Weighted Efficiency	99						99 @ 240V 98.5 @ 208V	%
Nighttime Power Consumption	< 2.5							W

(1) For other regional settings please contact SolarEdge support
(2) A higher current source may be used; the inverter will limit its input current to the values stated

Single Phase Inverter with HD-Wave Technology

for North America

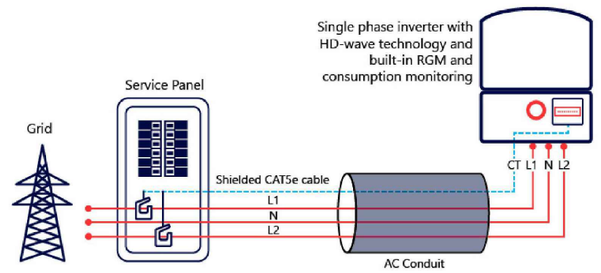
SE3000H-US / SE3800H-US / SE5000H-US / SE6000H-US/ SE7600H-US / SE10000H-US / SE11400H-US

MODEL NUMBER	SE3000H-US	SE3800H-US	SE5000H-US	SE6000H-US	SE7600H-US	SE10000H-US	SE11400H-US	
ADDITIONAL FEATURES								
Supported Communication Interfaces	RS485, Ethernet, ZigBee (optional), Cellular (optional)							
Revenue Grade Metering, ANSI C12.20	Optional[3]							
Consumption metering								
Inverter Commissioning	With the SetApp mobile application using Built-in Wi-Fi Access Point for Local Connection							
Rapid Shutdown - NEC 2014, NEC 2017 and NEC 2020, 690.12	Automatic Rapid Shutdown upon AC Grid Disconnect							
STANDARD COMPLIANCE								
Safety	UL1741, UL1741 SA, UL1699B, CSA C22.2, Canadian AFCI according to T.I.L. M-07							
Grid Connection Standards	IEEE1547, Rule 21, Rule 14 (HI)							
Emissions	FCC Part 15 Class B							
INSTALLATION SPECIFICATIONS								
AC Output Conduit Size / AWG Range	1" Maximum / 14-6 AWG					1" Maximum /14-4 AWG		
DC Input Conduit Size / # of Strings / AWG Range	1" Maximum / 1-2 strings / 14-6 AWG					1" Maximum / 1-3 strings / 14-6 AWG		
Dimensions with Safety Switch (HxWxD)	17.7 x 14.6 x 6.8 / 450 x 370 x 174					21.3 x 14.6 x 7.3 / 540 x 370 x 185		in / mm
Weight with Safety Switch	22 / 10	25.1 / 11.4		26.2 / 11.9		38.8 / 17.6		lb / kg
Noise	< 25				< 50			dBA
Cooling	Natural Convection							
Operating Temperature Range	-40 to +140 / -40 to +60[4]							°F / °C
Protection Rating	NEMA 4X (Inverter with Safety Switch)							

(3) Inverter with Revenue Grade Meter P/N: SExxxH-US000BNC4; Inverter with Revenue Grade Production and Consumption Meter P/N: SExxxH-US000BNI4 . For consumption metering, current transformers should be ordered separately: SSACT0750-200NA-20 or SSACT0750-400NA-20; 20 units per box
(4) Full power up to at least 50°C / 122°F, for power de-rating information refer to: https://www.solaredge.com/sites/default/files/se-temperature-derating-note-na.pdf

How to Enable Consumption Monitoring

By simply wiring current transformers through the inverter's existing AC conduits and connecting them to the service panel, homeowners will gain full insight into their household energy usage helping them to avoid high electricity bills



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RoHS

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ENGINEER CONTACT INFORMATION

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TITAN SOLAR POWER

CUSTOMER: MICAHAEL LEPPARD

PROJECT ADDRESS: 1601 NE 47TH CT, OCALA FL, 34470

PARCEL NUMBER: 2735-006-016

SHEET NAME: INVERTER DATA SHEET

PROJECT ID: TSP141144

ENGINEER OF RECORD: ENG. RAFAEL A. GONZALEZ SOTO, PE

DATE: 9-6-22

SHEET TITLE: D-3 2230

Docusign Envelope ID: 07EC8B32-0A32-4318-955A-9B4CFA2618A3

powered by Q.ANTUM DUO Z



Q.PEAK DUO BLK ML-G10+

385-405

ENDURING HIGH PERFORMANCE

25 YR Warranty – Product & Performance

EUPD RESEARCH TOP BRAND PV MODULES EUROPE 2021

Q CELLS Yield Security

BREAKING THE 20% EFFICIENCY BARRIER
Q.ANTUM DUO Z Technology with zero gap cell layout boosts module efficiency up to 20.9%.

THE MOST THOROUGH TESTING PROGRAMME IN THE INDUSTRY
Q CELLS is the first solar module manufacturer to pass the most comprehensive quality programme in the industry: The new "Quality Controlled PV" of the independent certification institute TÜV Rheinland.

INNOVATIVE ALL-WEATHER TECHNOLOGY
Optimal yields, whatever the weather with excellent low-light and temperature behavior.

ENDURING HIGH PERFORMANCE
Long-term yield security with Anti LID Technology, Anti PID Technology[1], Hot-Spot Protect and Traceable Quality Tra.Q™.

EXTREME WEATHER RATING
High-tech aluminum alloy frame, certified for high snow (5400 Pa) and wind loads (4000 Pa).

A RELIABLE INVESTMENT
Inclusive 25-year product warranty and 25-year linear performance warranty[2].

[1] APT test conditions according to IEC / TS 62804-1:2015, method A (−1500 V, 96 h)
[2] See data sheet on rear for further information.



THE IDEAL SOLUTION FOR:

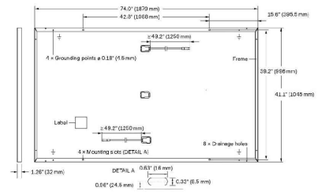
Rooftop arrays on residential buildings

Engineered in Germany

Q CELLS

MECHANICAL SPECIFICATION

Format	74.0 in × 41.1 in × 1.26 in (including frame) (1879 mm × 1045 mm × 32 mm)
Weight	48.5 lbs (22.0 kg)
Front Cover	0.13 in (3.2 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	Composite film
Frame	Black anodized aluminum
Cell	6 × 22 monocrystalline Q.ANTUM solar half cells
Junction Box	2.09–3.98 in × 1.26–2.36 in × 0.59–0.71 in (53–101 mm × 32–60 mm × 15–18 mm), IP67, with bypass diodes
Cable	4 mm² Solar cable; (+) ≥ 49.2 in (1250 mm), (−) ≥ 49.2 in (1250 mm)
Connector	Stäubli MC4; IP68

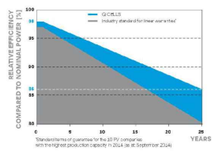


ELECTRICAL CHARACTERISTICS

POWER CLASS			385	390	395	400	405
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC[1] (POWER TOLERANCE +5 W / −0 W)							
Minimum	Power at MPP[1]	P_{MPP} [W]	385	390	395	400	405
	Short Circuit Current[1]	I_{SC} [A]	11.04	11.07	11.10	11.14	11.17
	Open Circuit Voltage[1]	V_{OC} [V]	45.19	45.23	45.27	45.30	45.34
	Current at MPP	I_{MPP} [A]	10.59	10.65	10.71	10.77	10.83
	Voltage at MPP	V_{MPP} [V]	36.36	36.62	36.88	37.13	37.39
	Efficiency[1]	η [%]	≥19.6	≥19.9	≥20.1	≥20.4	≥20.6
MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT[2]							
Minimum	Power at MPP	P_{MPP} [W]	288.8	292.6	296.3	300.1	303.8
	Short Circuit Current	I_{SC} [A]	8.90	8.92	8.95	8.97	9.00
	Open Circuit Voltage	V_{OC} [V]	42.62	42.65	42.69	42.72	42.76
	Current at MPP	I_{MPP} [A]	8.35	8.41	8.46	8.51	8.57
	Voltage at MPP	V_{MPP} [V]	34.59	34.81	35.03	35.25	35.46

[1] Measurement tolerances P_{MPP} ±3%; I_{SC}; V_{OC} ±5% at STC: 1000 W/m², 25 ± 2 °C, AM 1.5 according to IEC 60904-3 • [2] 800 W/m², NMOT, spectrum AM 1.5

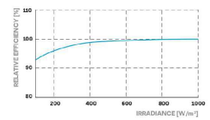
Q CELLS PERFORMANCE WARRANTY



At least 98 % of nominal power during first year. Thereafter max. 0.5 % degradation per year. At least 93.5 % of nominal power up to 10 years. At least 86 % of nominal power up to 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Q CELLS sales organisation of your respective country.

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²)

TEMPERATURE COEFFICIENTS							
Temperature Coefficient of I_{SC}	α	[%/K]	+0.04	Temperature Coefficient of V_{OC}	β	[%/K]	−0.27
Temperature Coefficient of P_{MPP}	γ	[%/K]	−0.34	Nominal Module Operating Temperature	NMOT	[°F]	109 ± 5.4 (43 ± 3 °C)

PROPERTIES FOR SYSTEM DESIGN

Maximum System Voltage V_{SYS}	[V]	1000 (IEC) / 1000 (UL)	PV module classification	Class II
Maximum Series Fuse Rating	[A DC]	20	Fire Rating based on ANSI / UL 61730	TYPE 2
Max. Design Load, Push / Pull[3]	[lbs/ft²]	75 (3600 Pa) / 55 (2660 Pa)	Permitted Module Temperature on Continuous Duty	−40 °F up to +185 °F (−40 °C up to +85 °C)
Max. Test Load, Push / Pull[3]	[lbs/ft²]	113 (5400 Pa) / 84 (4000 Pa)		

[3] See Installation Manual

QUALIFICATIONS AND CERTIFICATES

UL 61730, CSA-compliant.
Quality Controlled PV - TÜV Rheinland;
IEC 61215:2016, IEC 61730:2016;
U.S. Patent No. 9,893,215 (solar cells);
QCPV Certification ongoing.

PACKAGING INFORMATION

Horizontal packaging	76.4 in 1940 mm	43.3 in 1100 mm	48.0 in 1220 mm	1656 lbs 751 kg	24 pallets	24 pallets	32 modules

Specifications subject to technical changes © Q CELLS Q.PEAK DUO BLK ML-G10+ 385-405_2021-05_Rev01_NA

Note: Installation instructions must be followed. See the installation and operating manual or contact our technical service department for further information on approved installation and use of this product.

Hanwha Q CELLS America Inc.
400 Spectrum Center Drive, Suite 1400, Irvine, CA 92618, USA | **TEL** +1 949 748 59 96 | **EMAIL** inquiry@us.q-cells.com | **WEB** www.q-cells.us

Product Data Sheet

VDE

Crystalline Silicon Terrestrial Photovoltaic Modules



Picture of Product

VDE 10/2019 Quality Tested
✓ high reliability
✓ low degradation
✓ optimized durability
✓ continuous line monitoring
www.VDEinfo.com
ID: 40050642

VDE Testing and Certification Institute

Merianstr. 28
D-63069 Offenbach

Tel. +49 69 8306-0
Fax +49 69 8306-555
www.vde.com

Evaluation of safety and reliability

Low Voltage Directive	2014/35/EU	☑
Electrical Safety	IEC 61730-1:2016, IEC 61730-2:2016, EN IEC 61730-1:2018 + AC:2018, EN IEC 61730-2:2018 + AC:2018	☑
Reliability	IEC 61215-1:2016, IEC 61215-1-1:2016, IEC 61215-2:2016, EN 61215-1:2016, EN 61215-1-1:2016, EN 61215-2:2017+AC:2017+AC:2018	☑
Factory Surveillance	VDE PM 434E:2019-04	☑
Enhanced Reliability and Factory Surveillance	VDE Testing Specification VDE-QT-PV-001:2019-01	☑

Specifications

Manufacturer	Hanwha Q CELLS GmbH Sonnenallee 17-21, 06766 Bitterfeld-Wolfen, Germany
Trademark	Q CELLS
Factory Locations	#30018653, #30023330, #300023399, #30024481, #30025062
Model / Type (Construction I))	Q.PLUS DUO-GY XXX Q.PLUS DUO BLK-GY XXX Q.PLUS DUO BFR-GY.Y XXX Q.PEAK DUO BLK-GY XXX Q.PEAK DUO BLK-GY.Y XXX (XXX replaces the power at STC) Q.PLUS DUO BFR-GY XXX Q.PLUS DUO-GY.Y XXX Q.PEAK DUO-GY XXX Q.PEAK DUO-GY.Y XXX

Accessories and technical features

Power at STC	270 – 335 W
Maximum System Voltage	1000 V
Class	II
Application Class	A
Fire Rating	C
Maximum Reverse Current	20 A
Mechanical Load	Qualified for heavy loads of snow and ice (Test load 5400 Pa)

Evaluation of quality characteristics

high reliability	▪ Testing with increased number of testing samples ▪ Testing with enhanced testing time and number of cycles	☑ ☑
low degradation	▪ Tightened pass/fail- criteria ▪ Maximum permitted degradation of the power of 5% over the enhanced test sequence	☑ ☑
optimized durability	▪ Additionally dynamic mechanical load test ▪ Robustness of terminations test with increased force	☑ ☑
continuous line monitoring	▪ Tightened and upgraded requirements within the 100% routine test ▪ Quarterly testing on samples collected from the running lines of each factory	☑ ☑

VDE **Tested and evaluated positively** **Offenbach, 2019-12-16**

CB 7 P2.2_A3-2
2018-01-12

DOCUMENT CONTROL	DATE	sCAD	eCAD
ISSUED FOR PERMIT	9-7-22	JH	NT

REV	DESCRIPTION	DATE	sCAD	eCAD

ENGINEER CONTACT INFORMATION
ENGIPARTNERS LLC
C.A. 32661
1825 PONCE DE LEON BLVD #114
CORAL GABLES, FL 33134
DESIGN@ENGIPARTNERS.COM
833 - 888 - 3644

ENGINEERING STAMP

CONTRACTOR CONTACT INFORMATION
TITAN SOLAR POWER FL
901 ARMSTRONG BLVD,
KISSIMMEE, FL 34741
(813) 982 -9001
#EC13009924

CONTRACTOR LOGO
TITAN SOLAR POWER

CUSTOMER: MICAHAEL LEPPARD
PROJECT ADDRESS: 1601 NE 47TH CT, OCALA FL, 34470
PARCEL NUMBER: 2735-006-016

SHEET NAME: PV MODULES DATA SHEET
PROJECT ID: TSP141144
ENGINEER OF RECORD: ENG. RAFAEL A. GONZALEZ SOTO, PE
DATE: 9-6-22
SHEET TITLE: D-1 2231

Certificate Of Completion

Envelope Id: 07EC8B32-0A32-4318-955A-9B4CFA2618A3
Status: Completed
Subject: FOR SIGNATURES - Net Metering Agreement - Maurice G. Pitilon - ELE/260460
Source Envelope:
Document Pages: 25
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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
2/4/2026 4:04:00 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
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Security Appliance Status: Connected
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Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/4/2026 4:05:45 PM Viewed: 2/5/2026 8:17:49 AM Signed: 2/5/2026 8:44:30 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@Ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 38.34.227.194 Signed using mobile	Sent: 2/5/2026 8:44:32 AM Viewed: 2/7/2026 5:37:55 AM Signed: 2/7/2026 5:38:24 AM
Electronic Record and Signature Disclosure: Accepted: 2/7/2026 5:37:55 AM ID: 99f63b4d-a920-4c8c-824e-d08f4cebe236		
Chris Gowder chris.gowder@fmpa.com Chief Sys Ops & Tech Officer Security Level: Email, Account Authentication (None)	DocuSigned by: 087F58EBB34B474... Signature Adoption: Uploaded Signature Image Using IP Address: 2600:387:f:5915::2 Signed using mobile	Sent: 2/7/2026 5:38:25 AM Viewed: 2/7/2026 9:12:55 AM Signed: 2/7/2026 9:13:09 AM
Electronic Record and Signature Disclosure: Accepted: 2/7/2026 9:12:55 AM ID: f67a3324-c220-4980-a698-292947ca215c		

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/4/2026 4:05:45 PM
Certified Delivered	Security Checked	2/7/2026 9:12:55 AM
Signing Complete	Security Checked	2/7/2026 9:13:09 AM
Completed	Security Checked	2/7/2026 9:13:09 AM

Payment Events	Status	Timestamps

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.

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APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

TIER 1 - Ten (10) kW or Less
TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW
TIER 3 - Greater than 100 kW and Less Than or Equal to Two (2) MW

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net-metering customers located in the area served by the City of Ocala Electric Utility. Please refer to the Ocala Electric Utility Net-Metering Rate Schedule.

Ocala Electric Utility customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the Ocala Electric Utility system are required to complete this application. When the completed application and fees are returned to Ocala Electric Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained at Ocala Electric Utility, located at 201 SE 3rd Street, Ocala, Florida 34471, or may be requested by email from OEU@ocalafl.org.

1. Customer Information

Name: Patrick Meyer

Mailing Address: 4839 NE 6th Street

City: Ocala State: FL Zip Code: 34470

Phone Number: 352-361-4547 Alternate Phone Number: _____

Email Address: flgatorbrave@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 511071-105910

2. RGS Facility Information

Facility Location: 4839 NE 6th Street Ocala, Fl. 34470

Ocala Electric Utility Customer Account Number: 511071-105910

RGS Manufacturer: Longi

Manufacturer's Address: No.8369 Shangyuan Rd,
Xi'an Economic & Technological Dev. Zone, Xi'am,Shaanxi, China

Reference or Model Number: LR5-54HPB-410M (12 Modules 410W)

Serial Number: Inverter-Enphase IQ7HS-66-M-US

(Continued on Sheet No.19.1)

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3. Facility Rating Information

Gross Power Rating: 4.18kWac ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Ocala Electric Utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: Solar PV

Anticipated In- Service Date: 12/31/25

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is $375 for Tier 2 and $750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

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B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 3rd party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

C. Proof of insurance in the amount of:
Tier 1 - $100,000.00
Tier 2 - $1,000,000.00
Tier 3 - $2,000,000.00

Customer

By: Patrick Meyer Date: 12/4/25
(Print Name)

Carol Meyer
(Signature)

Docusign Envelope ID: DEFB05F0-BD75-4D1E-B0CB-A24DF8DE7755

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 4th day of December, 20 25, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), the City of Ocala doing business as Ocala Electric Utility, a body politic (hereinafter "OEU"), and Patrick Meyer, a retail electric customer of OEU (hereinafter "Customer").

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

(Continued on Sheet No. 20.1)

Docusign Envelope ID: DEFB05F0-BD75-4D1E-B0CB-A24DF8DE7755

Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

Docusign Envelope ID: DEFB05F0-BD75-4D1E-B0CB-A24DF8DE7755

4.04. FMPA and OEU shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any OEU equipment or part of OEU's system; or (b) if either FMPA or OEU determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU electric system.

Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to OEU electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by OEU or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

(Continued on Sheet No. 20.3)

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Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02 Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

(Continued on Sheet No. 20.4)

Docusign Envelope ID: DEFB05F0-BD75-4D1E-B0CB-A24DF8DE7755

(Continued from Sheet No. 20.3)

7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, OEU, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEU, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, OEU, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or OEU of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

(Continued on Sheet No. 20.5)

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

City of Ocala Electric Utility

Signed by:
By: Janice Mitchell
55198B43858A4E1...

Title: CFO

Date: 2/7/2026

Florida Municipal Power Agency

DocuSigned by:
By: _____
087E58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 2/7/2026

Customer

By: Patrick Meyer Date: 12/4/25
(Print Name)

Carol Meyer
(Signature)

Customer's City of Ocala Electric Utility Account Number: 511071-105910

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04E3...

William E. Sexton, Esq.
City Attorney

(Continued on Sheet No. 20.6)

Docusign Envelope ID: DEFB05F0-BD75-4D1E-B0CB-A24DF8DE7755

Tri-Party Net-Metering Power Purchase Agreement
Schedule A

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

a) FMPA shall pay OEU for the excess kWh energy delivered by customer-owned renewable generation to OEU's electric system. Every month, OEU shall determine the total kWh of customer-owned renewable generation that is delivered to OEU's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEU in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

b) As part of the monthly bill adjustment, FMPA will also increase OEU's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto OEU's electric system has been purchased by FMPA, but will remain on OEU's electric system and be used by OEU to meet its other customers' electric needs. As a result, OEU's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to OEU.

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.

b) At the end of each calendar year, OEU shall pay the Customer for any unused excess energy credits in accordance with the OEU Electric Net-Metering Service Rate Schedule.

Docusign Envelope ID: DEFB05F0-BD75-4D1E-B0CB-A24DF8DE7755

Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 4th day of December, 20 25, by and between Patrick Meyer, (hereinafter called "**Customer**"), located at 4839 NE 6th Street in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereinafter called OEU), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 4839 NE 6th Street Ocala, Fl. 34470.

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than ten (10) kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, OEU operates an electric system serving the City of Ocala; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU' electrical supply grid at the location identified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU' ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, the OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

(Continued on Sheet No. 21.1)

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(Continued from Sheet No. 21.0)

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and the City of Ocala Electric Utility (OEU).

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the ten kilowatt (10 kW) limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above two megawatts (2MW).

4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).

5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.

6. The Customer shall fully comply with OEU's Design Standards following NEC standards as those documents may be amended or revised by OUS from time to time.

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):

a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources.*
d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

(Continued to Sheet No. 21.2)

Docusign Envelope ID: DEFB05F0-BD75-4D1E-B0CB-A24DF8DE7755

(Continued from Sheet No. 21.1)

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 21.3)

Docusign Envelope ID: DEFB05F0-BD75-4D1E-B0CB-A24DF8DE7755

(Continued from Sheet No. 21.2)

12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes an OEU interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU's electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS that (i) utilizes the same OEU interactive inverter for both systems, or (ii) utilizes a separate OEU interactive inverter for each system, Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU' systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's system, such that back feed from the customer-owned renewable generation system to OEU's system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

(Continued on Sheet No. 21.4)

Docusign Envelope ID: DEFB05F0-BD75-4D1E-B0CB-A24DF8DE7755

(Continued from Sheet No. 21.3)

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Section 18, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars ($100,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 21.5)

Docusign Envelope ID: DEFB05F0-BD75-4D1E-B0CB-A24DF8DE7755

23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OEU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU' electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. OEU system emergencies, forced outages, uncontrollable forces or compliance with prudent electric OEU practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on OEU's system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical affects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU.
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

(Continued to Sheet No. 21.6)

Docusign Envelope ID: DEFB05F0-BD75-4D1E-B0CB-A24DF8DE7755

(Continued from Sheet No. 21.5)

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

(Continued on Sheet No. 21.7)

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(Continued from Sheet No. 21.6)

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement, which complies with the amended statutes/rules.

(Continued on Sheet No. 21.8)

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(Continued from Sheet No. 21.7)

32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

(Continued on Sheet No. 21.9)

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

City of Ocala Electric Utility:

Signed by:
By: Janice Mitchell
55198B43858A4E1...

Title: CFO

Date: 2/7/2026

Customer:

By: Patrick Meyer
(Print Name)
Carol Meyer
(Signature)

Date: 12/4/25

City of Ocala Electric Utility Account Number:

511071-105910

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

Docusign Envelope ID: DEFB05F0-BD75-4D1E-B0CB-A24DF8DE7755

kin.

P.O. Box 95241
Chicago, IL 60694-5241

Producer Name
Kin Insurance Network
Distributor (KIND)

Policy Number
KIN-HO-FL-222633383

Policy Period
03/25/2025 to 03/25/2026

Homeowners Policy Declarations

Policy underwritten by Kin Interinsurance Network

Your Declarations Page shows at a glance the coverage you have and your premium. Please read your policy carefully, including your Declarations Page and any attached Endorsements, for a complete description of your coverage.

AGENCY INFO

AGENCY NAME
Kin Insurance Network Distributor (KIND)

AGENCY NUMBER
1

AGENCY EMAIL
support@kin.com

ADDRESS
222 W Merchandise Mart Plaza Suite 910
Chicago IL 60654

PHONE
(855) 717-0022

For Payments, please use this address:
KIN INTERINSURANCE NETWORK
P.O. Box 95241
Chicago, IL 60694-5241

NAMED INSURED

NAME
Carol Meyer

PHONE
(352) 361-4547

EMAIL
flgatorbrave@yahoo.com

SECOND NAMED INSURED

POLICY PERIOD

START DATE
03/25/2025

END DATE
03/25/2026

12:01 AM Standard Time at the residence premises

This policy applies only to accidents, "occurrences", or losses which happen during the policy period shown above, unless otherwise noted in the policy. If the policy is written on a continuous basis, each period of one year ending on the anniversary date of this policy constitutes a separate policy period.

DATE ISSUED
03/09/2024

PROPERTY ADDRESS

4839 NE 6th St
Ocala, FL 34470-1559

MAILING ADDRESS

Docusign Envelope ID: DEFB05F0-BD75-4D1E-B0CB-A24DF8DE7755

kin.

P.O. Box 95241
Chicago, IL 60694-5241

Producer Name
Kin Insurance Network
Distributor (KIND)

Policy Number
KIN-HO-FL-222633383

Policy Period
03/25/2025 to 03/25/2026

REPORT A CLAIM

Email	claims@kin.com
Website	kin.com/claims
Phone Number	(866) 204-2219

PROPERTY COVERAGES

Section I Coverages	Limit of Liability
A. Dwelling	$352,000
B. Other Structure	$7,040
C. Personal Property	$176,000
D. Loss of Use	$70,400

LIABILITY COVERAGES

Section II Coverages	Limit of Liability
E. Personal Liability	$500,000
F. Medical Payments	$5,000

DEDUCTIBLES

All Other Perils	$1,000
Calendar Year Hurricane Deductible	$7,040 (2% of Coverage A)

This policy contains a separate deductible for hurricane losses, and a separate deductible for all other perils, insured against. The deductibles shown in your policy declaration page(s) are the deductibles that will apply as described in your policy, in the event of a covered loss. Other deductibles may be available. Please contact your insurance agent for additional information.

Docusign Envelope ID: DEFB05F0-BD75-4D1E-B0CB-A24DF8DE7755

MODULE TYPE: (12) LONGI LR5-54HPB-410M
INVERTER TYPE: (12) ENPHASE IQ7HS-66-M-US 240V

CONDUCTOR SCHEDULE

TAG	# WIRES IN CONDUIT	MINIMUM WIRE SIZE	TYPE, MATERIAL	MINIMUM GROUND WIRE SIZE	GROUND TYPE,MATERIAL	CONDUIT	AMPS (BEFORE 125% SAFETY FACTOR)	TOTAL AMPS	WIRE AMPERAGE RATING TABLE 310.15(B)(16)	MINIMUM OCPD
A	3	#12 AWG	Q CABLE	#6 AWG	BARE CU	FREE AIR	9.6	12	25	20
B	3	#10 AWG	THWN-2, CU	#12 AWG	THWN-2, CU	3/4	9.6	12	35	20
C	4	#10 AWG	THWN-2, CU	#10 AWG	THWN-2, CU	3/4	19.2	24	35	30

OEU METER NUMBER: 107259

I, SCOTT WYSSLING, PE#81558, AN ENGINEER PURSUANT TO CHAPTER 471, CERTIFY THAT THE PV ELECTRICAL SYSTEM AND ELECTRICAL COMPONENTS ARE DESIGNED AND APPROVED USING THE STANDARDS CONTAINED IN THE MOST RECENT VERSION OF THE FLORIDA BUILDING CODE, FBC 107.

THIS PLAN HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY SCOTT WYSSLING, PE USING A DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

(N)240V/125A ENPHASE X-IQ-AM1-240-5C
(CELL KIT INTEGRATED INTO EQUIPMENT)
NEMA 3R RATED
MINIMUM 10KIAC
LOCATION: WEST WALL

(N) 15A-2P
ENVOY-IQ
MONITOR

2P-20A

2P-20A

A

B

C

6

6

UP TO (1) MODULE PER MICRO INVERTER

VISIBLE-OPEN LOCKABLE LABELED AC DISCONNECT TO BE LOCATED IN A READILY ACCESSIBLE LOCATION WITHIN 10' OF THE OCALA ELECTRIC UTILITY METER

(N) UTILITY PV AC DISCONNECT
240V/30A NEMA 3R
NON-FUSIBLE, 10KAIC
VISIBLE-OPEN LOCKABLE,
READILY ACCESSIBLE,
LABELED 2-POLE
RAPID SHUTDOWN DEVICE
LOCATION: WEST WALL
EATON DG221URB

C

(E) 150A RATED
MAIN SERVICE PANEL
(E)150A MAIN BREAKER
10KAIC
LOCATION: IN HOUSE
SERVICE CONDUCTORS
ORIGINATE UNDERGROUND

(E)150A
MAIN
BREAKER

(E)LOADS

(N) 2P-30A

M

(E) OEU METER
120/240V SINGLE
PHASE
3-WIRE

LOAD SIDE PV BREAKER TO BE LOCATED AT FURTHEST SLOT FROM MAIN BREAKER

FACILITY GROUND
(E) GROUND ROD +
(E) WATER BOND
GEC: #6 AWG CU

DESIGN ENGINEER

WYSSLING CONSULTING
CORPORATE EXPERIENCE WITH SMALL BUSINESS VALUE

76 N. MEADOWBROOK DRIVE
ALPINE UT 84004
swyssling@wysslingconsulting.com
(201) 874-3483
LICENSE NO. RY34912

SOLAR COMPANY/CLIENT

SPECTRUM SOLAR
SPECTRUM SOLAR POWER
2431 ALOMA AVENUE
WINTER PARK, FL

(888) 750-6555

MEYER
RESIDENCE
4839 NORTHEAST 6TH STREET
OCALA, FL 34470
COORDINATES: 29.192979, -82.067397
APN: 2742-006-006

THREE LINE DIAGRAM

SCOTT E WYSSLING LICENSE No. 81558 STATE OF FLORIDA PROFESSIONAL ENGINEER

Signed 10/27/2025

SCOTT E WYSSLING, PE
FL LICENSE NO 81558

DC SYSTEM SIZE: 4.920kW
AC SYSTEM SIZE: 4.608kW

AHJ: OCALA
UTILITY: OEU

DRAWN BY: PK
INITIAL DESIGN DATE: 08/25/2025 REV: A

EE-2

Docusign Envelope ID: DEFB05F0-BD75-4D1E-B0CB-A24DF8DE7755

N

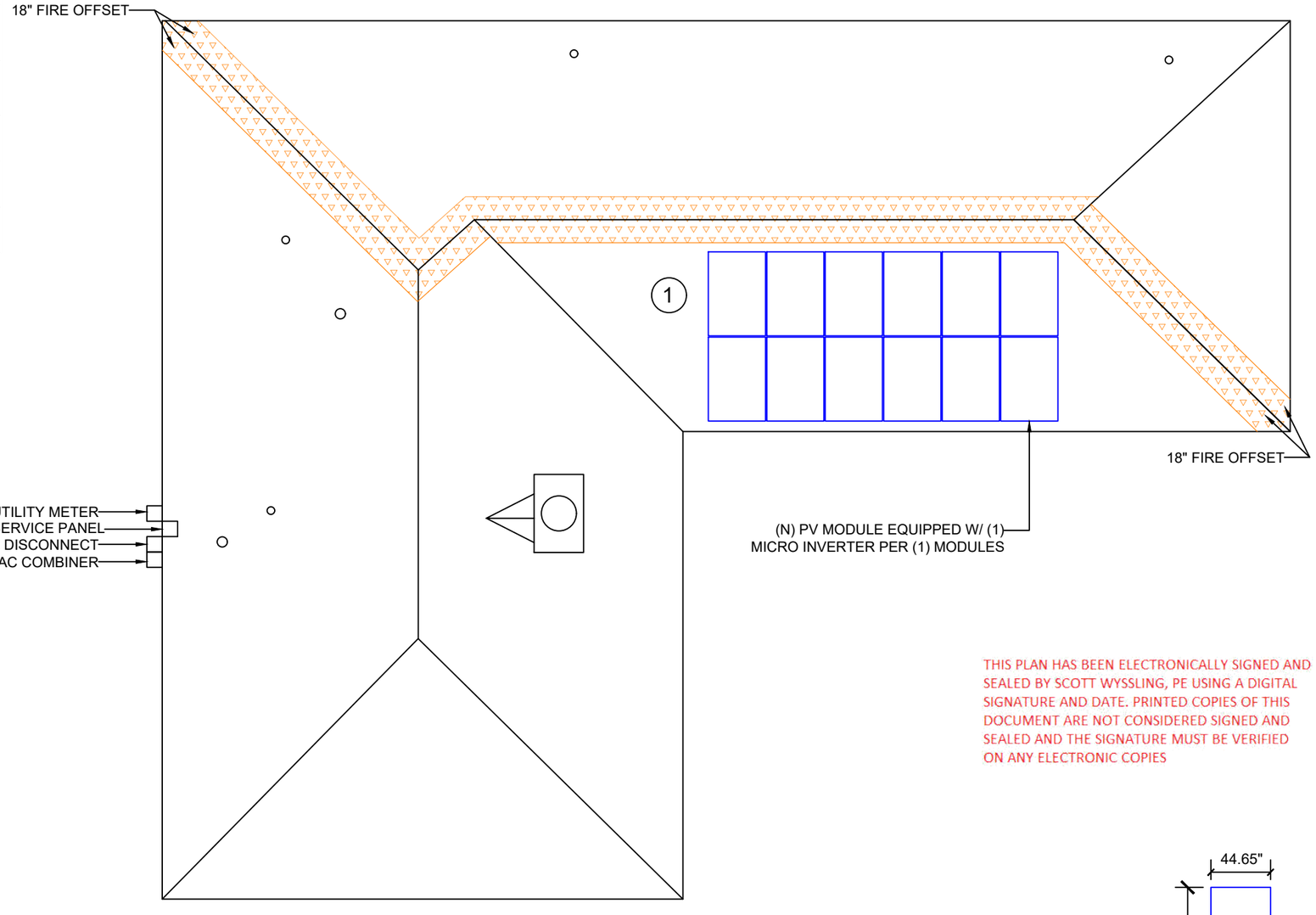
OEU METER NUMBER: 107259

ROOF DESCRIPTION							
ROOF #	ROOF TYPE	TILT	PITCH	AZIMUTH	ROOF FRAMING	MODULE COUNT	ARRAY SQ. FT.
1	COMP SHINGLE	15°	3.5:12	180°	2X4@24" O.C. TRUSSES	12	252.24

TOTAL ROOF AREA SQ. FT.	2984	TOTAL ARRAY SQ. FT.	252.24	ROOF COVER %	8.45

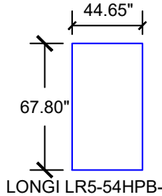
SYSTEM INFORMATION	
MODULE COUNT/TYPE	(12) LONGI LR5-54HPB-410M
INVERTER COUNT/TYPE	(12) ENPHASE IQ7HS-66-M-US
MODULE WEIGHT	45.86 LBS
MODULE DIMENSIONS	67.80" x 44.65"
UNIT WEIGHT OF ARRAY	2.18 PSF

LEGEND	
ROOF VENT (TYP.)	
PLUMBING VENT (TYP.)	
A/C UNIT	A/C
SATELLITE DISH	
ELECTRICAL MAST	
CHIMNEY	
FIRECODE PATHWAY	



4839 NORTHEAST 6TH STREET

THIS PLAN HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY SCOTT WYSSLING, PE USING A DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES



LONGI LR5-54HPB-410M MODULES

SITE PLAN NOTES

1. ALL OBSTRUCTIONS MUST BE VERIFIED BEFORE WORK COMMENCES
2. CONDUIT TO BE RUN IN ATTIC IF POSSIBLE
3. VISIBLE LOCKABLE LABELED UTILITY AC DISCONNECT WILL BE INSTALLED WITHIN 10' OF OCALA ELECTRIC UTILITY METER.
4. AC DISCONNECT SHALL BE READILY ACCESSIBLE 24/7
5. REQUIRED ELECTRICAL CLEARANCE TO BE MAINTAINED
6. MAIN SERVICE PANEL LOCATION: 1ST FLOOR
7. METER LOCATION: 1ST FLOOR

NOTE: EQUIPMENT LOCATIONS ARE DEFINED BUT MAY BE APPROXIMATE DUE TO EXISTING CONDITIONS

SCALE: 1/8" = 1'-0"

DESIGN ENGINEER

WYSSLING CONSULTING
CORPORATE EXPERIENCE WITH SMALL BUSINESS VALUE

76 N. MEADOWBROOK DRIVE
ALPINE UT 84004
swyssling@wysslingconsulting.com
(201) 874-3483
LICENSE NO. RY34912

SOLAR COMPANY/CLIENT

SPECTRUM SOLAR
SPECTRUM SOLAR POWER
2431 ALOMA AVENUE
WINTER PARK, FL

(888) 750-6555

MEYER RESIDENCE
4839 NORTHEAST 6TH STREET
OCALA, FL 34470
COORDINATES: 29.192979, -82.067397
APN: 2742-006-006

SITE PLAN

SCOTT E WYSSLING LICENSE No. 81558 STATE OF FLORIDA PROFESSIONAL ENGINEER

Signed 10/27/2025

SCOTT E WYSSLING, PE
FL LICENSE NO 81558

DC SYSTEM SIZE: 4.920kW
AC SYSTEM SIZE: 4.608kW

AHJ: OCALA
UTILITY: OEU

DRAWN BY: PK
INITIAL DESIGN DATE: 08/25/2025 REV: A

PV-2

Docusign Envelope ID: DEFB05F0-BD75-4D1E-B0CB-A24DF8DE7755

Hi-MO 5m

LR5-54HPB
400~420M

- Suitable for distributed projects
- Advanced module technology delivers superior module efficiency
  - M10 Gallium-doped Wafer
  - Integrated Segmented Ribbons
  - 9-busbar Half-cut Cell
- Excellent outdoor power generation performance
- Aesthetic appearance with all black module design



12 — 12-year Warranty for Materials and Processing

25 — 25-year Warranty for Extra Linear Power Output

Complete System and Product Certifications

IEC 61215, IEC 61730, UL 61730
ISO9001:2015: ISO Quality Management System
ISO14001: 2015: ISO Environment Management System
ISO45001: 2018: Occupational Health and Safety
IEC62941: Guideline for module design qualification and type approval

LONGi

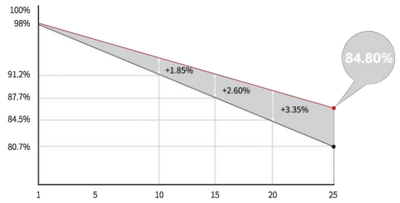
Hi-MO 5m

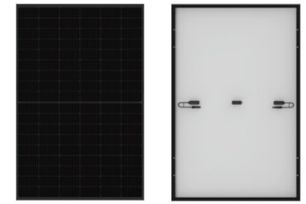
LR5-54HPB 400~420M

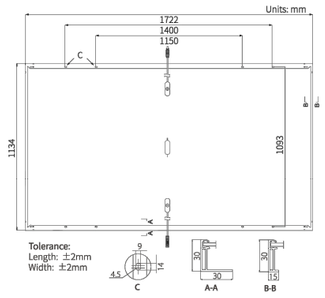
21.5%	0~3%	<2%	0.55%	HALF-CELL
MAX MODULE EFFICIENCY	POWER TOLERANCE	FIRST YEAR POWER DEGRADATION	YEAR 2-25 POWER DEGRADATION	Lower operating temperature

Additional Value

25-Year Power Warranty







Mechanical Parameters

Cell Orientation	108 (6×18)
Junction Box	IP68, three diodes
Output Cable	4mm², ±1200mm length can be customized
Glass	Single glass, 3.2mm coated tempered glass
Frame	Anodized aluminum alloy frame
Weight	20.8kg
Dimension	1722×1134×30mm
Packaging	36pcs per pallet / 216pcs per 20' GP / 864pcs per 40' HC

Electrical Characteristics

STC : AM1.5 1000W/m² 25°C NOCT : AM1.5 800W/m² 20°C 1m/s Test uncertainty for Pmax: ±3%

Module Type	LR5-54HPB-400M		LR5-54HPB-405M		LR5-54HPB-410M		LR5-54HPB-415M		LR5-54HPB-420M	
Testing Condition	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT
Maximum Power (Pmax/W)	400	299.0	405	302.7	410	306.5	415	310.2	420	313.9
Open Circuit Voltage (Voc/V)	36.90	34.70	37.15	34.93	37.40	35.17	37.65	35.40	37.89	35.63
Short Circuit Current (Isc/A)	13.72	11.09	13.78	11.14	13.84	11.19	13.91	11.24	13.97	11.30
Voltage at Maximum Power (Vmp/V)	30.94	28.74	31.18	28.96	31.42	29.19	31.66	29.41	31.90	29.63
Current at Maximum Power (Imp/A)	12.93	10.40	12.99	10.45	13.05	10.50	13.11	10.55	13.17	10.59
Module Efficiency(%)	20.5		20.7		21.0		21.3		21.5	

Operating Parameters

Operational Temperature	-40°C ~ +85°C
Power Output Tolerance	0 ~ 3%
Voc and Isc Tolerance	±3%
Maximum System Voltage	DC1000V (IEC/UL)
Maximum Series Fuse Rating	25A
Nominal Operating Cell Temperature	45±2°C
Protection Class	Class II
Fire Rating	UL type 1 or 2 IEC Class C

Mechanical Loading

Front Side Maximum Static Loading	5400Pa
Rear Side Maximum Static Loading	2400Pa
Hailstone Test	25mm Hailstone at the speed of 23m/s

Temperature Ratings (STC)

Temperature Coefficient of Isc	+0.050%/°C
Temperature Coefficient of Voc	-0.265%/°C
Temperature Coefficient of Pmax	-0.340%/°C

LONGi

No.8369 Shangyuan Road, Xi'an Economic And Technological Development Zone, Xi'an, Shaanxi, China.
Web: www.longi.com

Specifications included in this datasheet are subject to change without notice. LONGi reserves the right of final interpretation. (20220816V16)

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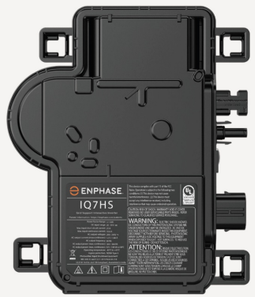
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MODULE

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ENPHASE.

DATA SHEET



IQ7HS Microinverter

The high-powered, smart grid-ready IQ7HS Microinverter with integrated MC4 connectors dramatically simplifies installation while achieving the highest system efficiency.



Part of the Enphase Energy System, the IQ7HS Microinverters integrate with the IQ Gateway, IQ Battery, and the Enphase Installer App monitoring and analysis software.

Enphase 25 year limited warranty

IQ7HS Microinverters extend the reliability standards set forth by previous generations and undergo over a million hours of power-on testing, enabling Enphase to provide an industry-leading warranty of up to 25 years.



Connect PV modules quickly and easily to the IQ7HS Microinverters that have integrated MC4 connectors.

CERTIFIED SAFETY

IQ7HS Microinverters are UL Listed as PV rapid shutdown equipment and conform with various regulations when installed according to the manufacturer's instructions.

Easy to install

- Lightweight and simple
- Faster installation with improved, lighter two-wire cabling
- Built-in rapid shutdown compliant (NEC 2014 , 2017, 2020, and 2023)

Productive and reliable

- Optimized for high powered 60-cell/120-half-cut-cell, 66-cell/132-half-cut-cell, and 72-cell/144-half-cut-cell PV modules
- More than a million hours of testing
- Class II double-insulated enclosure
- UL Listed

Smart grid-ready

- Complies with advanced grid support, voltage, and frequency ride-through requirements
- Remotely updates to respond to changing grid requirements
- Configurable for varying grid profiles
- Meets CA Rule 21 (UL 1741-SA) and IEEE 1547:2018 (UL 1741-SB, 3rd Ed.) for single-phase systems

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IQ7HS Microinverter

INPUT DATA (DC)	UNITS	IQ7HS-66-M-US
Commonly used module pairings[1]	W	320–460
Module compatibility	–	60-cell/120-half-cut-cell, 66-cell/132-half-cut-cell, and 72-cell/144-half-cut-cell PV modules
Maximum input DC voltage	V	59
Peak power tracking voltage	V	38–43
Operating range	V	20–59
Minimum/Maximum start voltage	V	30/59
Maximum input DC short-circuit current	A	25
Maximum module I_{sc}	A	20
Overvoltage class DC port	–	II
DC port back-feed current	A	0
PV array configuration	–	1 × 1 ungrounded array; no additional DC side protection required; AC side protection requires max. 20 A per branch circuit
OUTPUT DATA (AC)		
Peak output power	VA	384 @ 240 VAC, 369 @ 208 VAC
Maximum continuous output power	VA	384 @ 240 VAC, 369 @ 208 VAC
Nominal (L-L) voltage/Range[2]	V	240/211–264, 208/183–229
Maximum continuous output current	–	1.60 A (240 V), 1.77 A (208 V)
Nominal frequency	Hz	60
Extended frequency range	Hz	47–68
AC short-circuit fault current over three cycles	Arms	4.82
Maximum units per 20 A (L-L) branch circuit[3]	–	10 (240 VAC), 9 (208 VAC)
Overvoltage class AC port	–	III
AC port back-feed current	mA	18
Power factor setting	–	1.0
Power factor (adjustable)	–	0.85 leading ... 0.85 lagging
EFFICIENCY		
CEC weighted efficiency	%	97.0 @ 240 V, 96.5 @ 208 V
MECHANICAL DATA		
Ambient temperature range	°C (°F)	–40 to 60 (–40 to 140)
Relative humidity range	%	4 to 100 (condensing)
DC connector type	–	Stäubli MC4
Dimensions (H × W × D)	mm (in)	212 (8.3) × 175 (6.9) × 30.2 (1.2) without bracket
Weight	kg (lb)	1.1 (2.4)
Cooling	–	Natural convection—no fans
Approved for wet locations	–	Yes
Pollution degree	–	PD3

[1] Pairing PV modules with wattage above the limit may result in additional clipping losses. See the compatibility calculator at enphase.com/installers/microinverters/calculator.
[2] Nominal voltage range can be extended beyond nominal if required by the utility.
[3] Limits may vary. Refer to local requirements to define the number of microinverters per branch in your area.

DSH-00562-1.0-EN-US-2024-08-02

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INVERTER

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ENPHASE.

DATA SHEET



X-IQ-AM1-240-5-HDK
X-IQ-AM1-240-5C-HDK
X-IQ-AM1-240-5
X-IQ-AM1-240-5C

IQ Combiner 5/5C

The IQ Combiner 5/5C consolidates interconnection equipment into a single enclosure and streamlines IQ Series Microinverters and IQ Gateway installation by providing a consistent, pre-wired solution for residential applications. IQ Combiner 5/5C uses wired control communication and is compatible with IQ System Controller 3/3G and IQ Battery 5P.

The IQ Combiner 5/5C, IQ Series Microinverters, IQ System Controller 3/3G, and IQ Battery 5P provide a complete grid-agnostic Enphase Energy System.



IQ Series Microinverters
The high-powered smart grid-ready IQ Series Microinverters (IQ6, IQ7, and IQ8 Series) simplify the installation process.



IQ System Controller 3/3G
Provides microgrid interconnection device (MID) functionality by automatically detecting grid failures and seamlessly transitioning the home energy system from grid power to backup power.



IQ Battery 5P
Fully integrated AC battery system. Includes six field-replaceable IQ8D-BAT Microinverters.



IQ Load Controller
Helps prioritize essential appliances during a grid outage to optimize energy consumption and prolong battery life.

Enphase 5 year limited warranty

NOM

UL CERTIFIED SAFETY US CA SÛRETÉ US CA E341166

5-year limited warranty

Smart

- Includes IQ Gateway for communication and control
- Includes Enphase Mobile Connect (CELLMODEM-M1-06-SP-05), only with IQ Combiner 5C
- Supports flexible networking: Wi-Fi, Ethernet, or cellular
- Provides production metering (revenue grade) and consumption monitoring

Easy to install

- Mounts to one stud with centered brackets
- Supports bottom, back, and side conduit entries
- Supports up to four 2-pole branch circuits for 240 VAC plug-in breakers (not included)
- 80 A total PV branch circuits
- Factory installed hold-down kit
- Bluetooth-based Wi-Fi provisioning for easy Wi-Fi setup

Reliable

- Durable NRTL-certified NEMA type 3R enclosure
- 5-year limited warranty
- 2-year labor reimbursement program coverage included for IQ Combiner SKUs*
- UL1741 Listed

*For country-specific warranty information, see the https://enphase.com/installers/resources/warranty page.

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IQ Combiner 5/5C

MODEL NUMBER	
IQ Combiner 5 (X-IQ-AM1-240-5/ X-IQ-AM1-240-5-HDK)	IQ Combiner 5 with IQ Gateway printed circuit board for integrated revenue-grade PV production metering (ANSI C12.20 ±0.5%), consumption monitoring (±2.5%), and IQ Battery monitoring (±2.5%). Includes a silver solar shield to deflect heat. IQ-AM1-240-5-HDK includes a factory installed hold-down kit compatible with all the circuit breakers mentioned in the **Accessories and Replacement Parts** section.
IQ Combiner 5C (X-IQ-AM1-240-5C / X-IQ-AM1-240-5C-HDK)	IQ Combiner 5C with IQ Gateway printed circuit board for integrated revenue-grade PV production metering (ANSI C12.20 ±0.5%), consumption monitoring (±2.5%), and IQ Battery monitoring (±2.5%). Includes Enphase Mobile Connect cellular modem (CELLMODEM-M1-06-SP-05)[1]. Includes a silver solar shield to deflect heat. IQ-AM1-240-5C-HDK includes a factory installed hold-down kit compatible with all the circuit breakers mentioned in the **Accessories and Replacement Parts** section.
WHAT'S IN THE BOX	
IQ Gateway printed circuit board	IQ Gateway is the platform for total energy management for comprehensive, remote maintenance, and management of the Enphase Energy System
Busbar	80 A busbar with support for one IQ Gateway breaker and four 20 A breakers for installing IQ Series Microinverters and IQ Battery 5P
IQ Gateway breaker	Circuit breaker, 2-pole, 10 A/15 A
Production CT	Pre-wired revenue-grade solid-core CT, accurate up to ±0.5%
Consumption CT	Two consumption metering clamp CTs, shipped with the box, accurate up to ±2.5%
IQ Battery CT	One battery metering clamp CT, shipped with the box, accurate up to ±2.5%
CTRL board	Control board for wired communication with IQ System Controller 3/3G and the IQ Battery 5P
Enphase Mobile Connect (only with IQ Combiner 5C)	4G-based LTE-M1 cellular modem (CELLMODEM-M1-06-SP-05) with a 5-year T-Mobile data plan
Accessories kit	Spare control headers for the COMMS-KIT-2 board
ACCESSORIES AND REPLACEMENT PARTS (NOT INCLUDED, ORDER SEPARATELY)	
CELLMODEM-M1-06-SP-05	4G-based LTE-M1 cellular modem with a 5-year T-Mobile data plan
CELLMODEM-M1-06-AT-05	4G-based LTE-M1 cellular modem with a 5-year AT&T data plan
Circuit breakers (off-the-shelf)	Supports Eaton BR2XX, Siemens Q2XX, and GE/ABB THQL21XX Series circuit breakers (XX represents 10, 15, 20, 30, 40, 50, or 60). Also supports Eaton BR220B, BR230B, and BR240B circuit breakers compatible with the hold-down kit.
Circuit breakers (provided by Enphase)	BRK-10A-2-240V, BRK-15A-2-240V, BRK-20A-2P-240V, BRK-15A-2P-240V-B, and BRK-20A-2P-240V-B (more details in the "Accessories" section)
XA-SOLARSHIELD-ES	Replacement solar shield for IQ Combiner 5/5C
XA-ENV2-PCBA-5	IQ Gateway replacement printed circuit board (PCB) for IQ Combiner 5/5C
X-IQ-NA-HD-125A	Hold-down kit compatible with Eaton BR-B Series circuit breakers (with screws). Not required for X-IQ-AM1-240-5-HDK/X-IQ-AM1-240-5C-HDK.
XA-COMMS2-PCBA-5	Replacement COMMS-KIT-2 printed circuit board (PCB) for IQ Combiner 5/5C
ELECTRICAL SPECIFICATIONS	
Rating	80 A
System voltage and frequency	120/240 VAC or 120/208 VAC, 60 Hz
Busbar rating	125 A
Fault current rating	10 kAIC
Maximum continuous current rating (input from PV/ storage)	64 A
Branch circuits (solar and/or storage)	Up to four 2-pole Eaton BR, Siemens Q, or GE/ABB THQL Series distributed generation (DG) breakers only (not included)
Maximum total branch circuit breaker rating (input)	80 A of distributed generation/95 A with IQ Gateway breaker included
IQ Gateway breaker	10 A or 15 A rating GE/Siemens/Eaton included
Production metering CT	200 A solid core pre-installed and wired to IQ Gateway

[1] A plug-and-play industrial-grade cell modem for systems of up to 60 microinverters. Available in the United States, Canada, Mexico, Puerto Rico, and the US Virgin Islands, where there is adequate cellular service in the installation area.

IQC-5-5C-DSH-00007-6.0-EN-US-2024-09-30

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COMBINER PANEL 2200

Docusign Envelope ID: DEFB05F0-BD75-4D1E-B0CB-A24DF8DE7755

ACCESSORIES AND REPLACEMENT PARTS (NOT INCLUDED, ORDER SEPARATELY)	
Consumption monitoring CT (CT-200-CLAMP)	A pair of 200 A clamp-style current transformers is included with the box
IQ Battery metering CT	200 A clamp-style current transformer for IQ Battery metering, included with the box
MECHANICAL DATA	
Dimensions (W × H × D)	37.5 cm × 49.5 cm × 16.8 cm (14.75" × 19.5" × 6.63"). Height is 53.5 cm (21.06") with mounting brackets.
Weight	7.5 kg (16.5 lb)
Ambient temperature range	-40°C to 46°C (-40°F to 115°F)
Cooling	Natural convection, plus heat shield
Enclosure environmental rating	Outdoor, NRTL-certified, NEMA type 3R, polycarbonate construction
Wire sizes	• 20 A to 50 A breaker inputs: 14 to 4 AWG copper conductors • 60 A breaker branch input: 4 to 1/0 AWG copper conductors • Main lug combined output: 10 to 2/0 AWG copper conductors • Neutral and ground: 14 to 1/0 copper conductors • Always follow local code requirements for conductor sizing
Communication (in-premise connectivity)	Built-in CTRL board for wired communication with the IQ Battery 5P and the IQ System Controller 3/3G. Integrated power line communication for IQ Series Microinverters.
Altitude	Up to 2,600 meters (8,530 feet)
COMMUNICATION INTERFACES	
Integrated Wi-Fi	802.11b/g/n (dual band 2.4 GHz/5 GHz) for connecting the Enphase Cloud through the internet.
Wi-Fi range (recommended)	10 m (32.8 feet)
Bluetooth	BLE4.2, 10 m range to configure Wi-Fi SSID
Ethernet	Optional, 802.3, Cat5E (or Cat 6) UTP Ethernet cable (not included) for connecting to the Enphase Cloud through the internet.
Cellular/Mobile Connect	CELLMODEM-M1-06-SP-05 or CELLMODEM-M1-06-AT-05 (included with the IQ Combiner 5C)
Digital I/O	Digital input/output for grid operator control
USB 2.0	Mobile Connect, COMMS-KIT-01 for IQ Battery 3/3T/10/10T, COMMS-KIT-02 for IQ Battery 5P
Access point (AP) mode	For connection between the IQ Gateway and a mobile device running the Enphase Installer App
Metering ports	Up to two Consumption CTs, one IQ Battery CT, and one Production CT
Power line communication	90–110 kHz
Web API	See https://developer-v4.enphase.com
Local API	See Guide for local API
COMPLIANCE	
IQ Combiner with IQ Gateway	UL 1741, CAN/CSA C22.2 No. 107.1, Title 47 CFR, Part 15, Class B, ICES 003, NOM-208-SCFI-2016, UL 61010-1, CAN/CSA 22.2 No. 61010-1, IEEE 1547: 2018 (UL 1741-SB, 3rd Ed.), IEEE 2030.5/CSIP Compliant, Production metering: ANSI C12.20 accuracy class 0.5 (PV production)

COMPATIBILITY		
PV	Microinverters	IQ6, IQ7, and IQ8 Series Microinverters
COMMS-KIT-01[2]	IQ System Controller	EP200G101-M240US00
	IQ System Controller 2	EP200G101-M240US01
	IQ Battery	ENCHARGE-3-1P-NA, ENCHARGE-10-1P-NA, ENCHARGE-3T-1P-NA, ENCHARGE-10T-1P-NA
COMMS-KIT-02[3]	IQ System Controller 3	SC200D111C240US01, SC200G111C240US01
	IQ Battery	IQBATTERY-5P-1P-NA

[2] For information about IQ Combiner 5/5C compatibility with the 2nd-generation batteries, refer to the compatibility matrix.
[3] IQ Combiner 5/5C comes pre-equipped with COMMS-KIT-02.

Accessories



Mobile Connect

4G-based LTE-M1 cellular modem with a 5-year data plan
(CELLMODEM-M1-06-SP-05 for T-Mobile and CELLMODEM-M1-06-AT-05 for AT&T)



Circuit breakers

BRK-10A-2-240V Circuit breaker, 2-pole, 10 A, Eaton BR210
BRK-15A-2-240V Circuit breaker, 2-pole, 15 A, Eaton BR215
BRK-20A-2P-240V Circuit breaker, 2-pole, 20 A, Eaton BR220
BRK-15A-2P-240V-B Circuit breaker, 2-pole, 15 A, Eaton BR215B with hold-down kit support
BRK-20A-2P-240V-B Circuit breaker, 2-pole, 20 A, Eaton BR220B with hold-down kit support

CT-200-SOLID

200 A revenue-grade solid-core Production CT with <0.5% error rate (replacement SKU)

CT-200-CLAMP

200 A clamp-style consumption and battery metering CT with <2.5% error rate (replacement SKU)

IQC-5-5C-DSH-00007-6.0-EN-US-2024-09-30

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COMBINER PANEL 2201

Certificate Of Completion

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Document Pages: 28
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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Ocala, FL 34471
abartleson@ocalafl.gov
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abartleson@ocalafl.gov
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Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/4/2026 3:39:36 PM Viewed: 2/5/2026 8:51:26 AM Signed: 2/5/2026 8:52:03 AM
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Janice Mitchell jmitchell@Ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 38.34.227.194 Signed using mobile	Sent: 2/5/2026 8:52:04 AM Viewed: 2/7/2026 5:36:26 AM Signed: 2/7/2026 5:37:28 AM
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Chris Gowder chris.gowder@fmpa.com Chief Sys Ops & Tech Officer Security Level: Email, Account Authentication (None)	DocuSigned by: 087F58EBB34B474... Signature Adoption: Uploaded Signature Image Using IP Address: 2600:387:f:5915::2 Signed using mobile	Sent: 2/7/2026 5:37:30 AM Viewed: 2/7/2026 9:11:57 AM Signed: 2/7/2026 9:12:24 AM
Electronic Record and Signature Disclosure: Accepted: 2/7/2026 9:11:57 AM ID: b45a646b-b87c-42ce-8658-a45f6b2b5433		

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/4/2026 3:39:36 PM
Certified Delivered	Security Checked	2/7/2026 9:11:57 AM
Signing Complete	Security Checked	2/7/2026 9:12:24 AM
Completed	Security Checked	2/7/2026 9:12:24 AM

Payment Events	Status	Timestamps

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.

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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.

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APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

TIER 1 - Ten (10) kW or Less
TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW
TIER 3 - Greater than 100 kW and Less Than or Equal to Two (2) MW

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net-metering customers located in the area served by the City of Ocala Electric Utility. Please refer to the Ocala Electric Utility Net-Metering Rate Schedule.

Ocala Electric Utility customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the Ocala Electric Utility system are required to complete this application. When the completed application and fees are returned to Ocala Electric Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained at Ocala Electric Utility, located at 201 SE 3rd Street, Ocala, Florida 34471, or may be requested by email from OEU@ocalafl.org.

1. Customer Information

Name: Wilnelia Cruz Viruet

Mailing Address: 2943 NE 45th Avenue

City: Ocala State: FL Zip Code: 34470

Phone Number: 352-286-0748 Alternate Phone Number: _____

Email Address: wcruzviruet@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 562075-208761

2. RGS Facility Information

Facility Location: 2943 NE 45th Avenue Ocala, Fl. 34470

Ocala Electric Utility Customer Account Number: 562075-208761

RGS Manufacturer: Aptos Solar Technology

Manufacturer's Address: 3140 De La Cruz Blvd. Ste200

Santa Clara, CA. 95054

Reference or Model Number: DNA-144-MF-26-440W (16 Modules-440W)

Serial Number: Inverter-Solaredge SE5000H-US

(Continued on Sheet No.19.1)

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3. Facility Rating Information

Gross Power Rating: 5.98kWac ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Ocala Electric Utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: Solar PV

Anticipated In- Service Date: 2/24/2023

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is $375 for Tier 2 and $750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

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B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 3rd party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

C. Proof of insurance in the amount of:
Tier 1 - $100,000.00
Tier 2 - $1,000,000.00
Tier 3 - $2,000,000.00

Customer

By: Wilnelia Cruz Viruet Date: 2/3/26
(Print Name)

(Signature)

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Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 3rd day of February, 20 26, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), the City of Ocala doing business as Ocala Electric Utility, a body politic (hereinafter "OEU"), and Wilnelia Cruz Viruet, a retail electric customer of OEU (hereinafter "Customer").

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

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Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

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4.04. FMPA and OEU shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any OEU equipment or part of OEU's system; or (b) if either FMPA or OEU determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU electric system.

Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to OEU electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by OEU or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

(Continued on Sheet No. 20.3)

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Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02 Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

(Continued on Sheet No. 20.4)

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7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, OEU, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEU, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, OEU, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or OEU of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

(Continued on Sheet No. 20.5)

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

City of Ocala Electric Utility

Signed by:
By: Janice Mitchell
55198B43858A4E1...

Title: CFO

Date: 2/7/2026

Florida Municipal Power Agency

DocuSigned by:
By: 087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 2/7/2026

Customer

By: Wilnelia Cruz Viruet Date: 2/3/26
(Print Name)

(Signature)

Customer's City of Ocala Electric Utility Account Number: 562075-208761

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

(Continued on Sheet No. 20.6)

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Tri-Party Net-Metering Power Purchase Agreement
Schedule A

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

a) FMPA shall pay OEU for the excess kWh energy delivered by customer-owned renewable generation to OEU's electric system. Every month, OEU shall determine the total kWh of customer-owned renewable generation that is delivered to OEU's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEU in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

b) As part of the monthly bill adjustment, FMPA will also increase OEU's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto OEU's electric system has been purchased by FMPA, but will remain on OEU's electric system and be used by OEU to meet its other customers' electric needs. As a result, OEU's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to OEU.

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.

b) At the end of each calendar year, OEU shall pay the Customer for any unused excess energy credits in accordance with the OEU Electric Net-Metering Service Rate Schedule.

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Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 3rd day of February, 20 26, by and between Wilnelia Cruz Viruet, (hereinafter called "**Customer**"), located at 2943 NE 45th Avenue in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereinafter called OEU), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 2943 NE 45th Avenue Ocala, Fl. 34470.

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than ten (10) kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, OEU operates an electric system serving the City of Ocala; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU' electrical supply grid at the location identified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU' ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, the OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

(Continued on Sheet No. 21.1)

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(Continued from Sheet No. 21.0)

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and the City of Ocala Electric Utility (OEU).

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the ten kilowatt (10 kW) limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above two megawatts (2MW).

4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).

5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.

6. The Customer shall fully comply with OEU's Design Standards following NEC standards as those documents may be amended or revised by OUS from time to time.

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):

a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources.*
d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

(Continued to Sheet No. 21.2)

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8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 21.3)

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12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes an OEU interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU's electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS that (i) utilizes the same OEU interactive inverter for both systems, or (ii) utilizes a separate OEU interactive inverter for each system, Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU' systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's system, such that back feed from the customer-owned renewable generation system to OEU's system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

(Continued on Sheet No. 21.4)

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(Continued from Sheet No. 21.3)

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Section 18, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars ($100,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 21.5)

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23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OEU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU' electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. OEU system emergencies, forced outages, uncontrollable forces or compliance with prudent electric OEU practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on OEU's system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical affects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU.
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

(Continued to Sheet No. 21.6)

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26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

(Continued on Sheet No. 21.7)

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(Continued from Sheet No. 21.6)

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement, which complies with the amended statutes/rules.

(Continued on Sheet No. 21.8)

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32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

(Continued on Sheet No. 21.9)

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

City of Ocala Electric Utility:

Signed by:
By: Janice Mitchell
55198B43858A4E1...

Title: CFO

Date: 2/7/2026

Customer:

By: Wilnelia Cruz Viruet
(Print Name)

(Signature)

Date: 2/3/26

City of Ocala Electric Utility Account Number:

562075-208761

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

TRUE property insurance

Homeowners Policy Declarations Summary

TRUSTED RESOURCE UNDERWRITERS EXCHANGE

POLICY NUMBER: FLO32000179518 PolicyChange

POLICY PERIOD:

From: 12/08/2025 **To:** 12/08/2026 12:01 A.M. Standard Time at the Principal Residence

Your policy is issued by Trusted Resource Underwriters Exchange, a reciprocal exchange insurance company, whose address is PO Box 5324, Binghamton, NY 13902-5324.

This declarations summary with the home policy contract and any home endorsements complete your policy.

CHANGES MADE TO YOUR POLICY EFFECTIVE 12/09/2025 AT 12:01 A.M.

Amend - Policy Change Renewal Third Party Bill Plan Escrow Billing

Modified MortgageCcompanies (First) Loan Number from SANTIAGO-REYES123 to 2510177311

Total Policy Change Premium **$0.00**

MEMBER NAME & ADDRESS	PARTNER AGENT NAME & ADDRESS
Ivan Santiago Reyes **Wilnelia Cruz** 2943 NE 45th Ave Ocala, FL 34470	**TRUE Insurance Agency** 1 Federal Street 4th Floor Boston, MA 02110 833-456-0892 10000

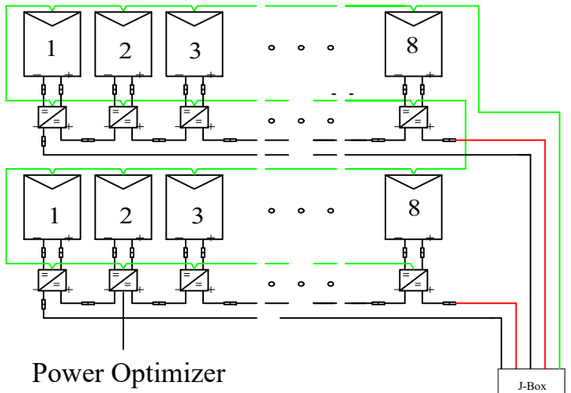
INSURED LOCATION	
2943 NE 45th Ave Ocala, FL 34470 Marion County	Year Built: 2018 Dwelling Type: Single Family Occupancy: PRIMARY Territory: 522 Protection Class: 2

COVERAGE	COVERAGE LIMIT
Dwelling	$356,000
Other Structures	$7,120
Personal Property	$142,400
Loss of Use	$35,600
Personal Liability	$500,000
Medical Payments	$2,500

DEDUCTIBLES		
HURRICANE DEDUCTIBLE	**$7,120**	**2% of Coverage A**
All Other Peril Deductible	$2,500	PER OCCURRENCE
Sinkhole Deductible	No Coverage	

POLICY PREMIUM	
	$1,180.75

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(A)12-2 Romex can be used for interior building and attic runs only. Do not use romex in conduit or outdoor environments.

! WARNING !

POWER SOURCE OUTPUT CONNECTION: DO NOT RELOCATE THIS OVERCURRENT DEVICE

PHOTOVOLTAIC SYSTEM
! AC DISCONNECT !

RATED AC OUTPUT CURRENT: 21A
NOMINAL OPERATING VOLTAGE: 240VAC

(4) #10 AWG Wire
(1) #8 EGC
In 3/4" Metal Conduit

SolarEdge Inverter
SE5000H-US
w/ Integrated Disconnect

Equipment list

PV:
(16) DNA-144-MF26-440W

(16) SolarEdge Power Optimizer S-440
(2) strings of (8)

Inverter:
(1) SolarEdge SE5000H-US
SolarEdge AC/DC Safety Switch

AC Disconnect:
30A Non-Fused Disconnect

All wiring to meet the 2017 NEC and 2018 Energy Code

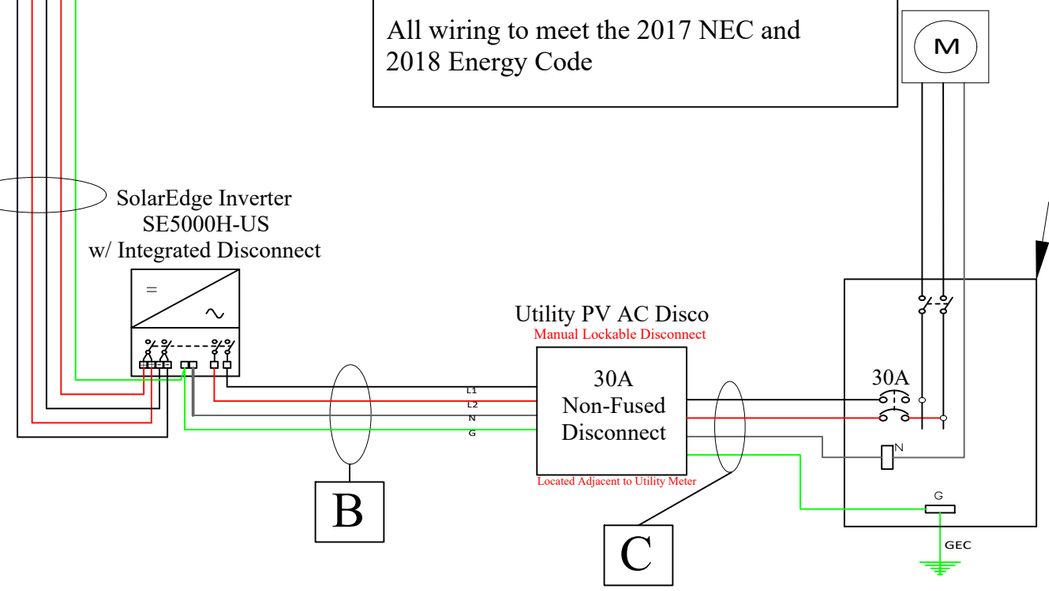
PHOTOVOLTAIC SYSTEM DC DISCONNECT
MAX CIRCUIT CURRENT: 13.5A
MAX POWER POINT VOLTAGE: 380 VDC
MAX SYSTEM VOLTAGE: 480 DC
MAX RATED OUTPUT CURRENT: 15 A

Apply to DC disconnect/inverter

WARNING
ELECTRIC SHOCK HAZARD

THE DC CONDUCTORS OF THIS PHOTOVOLTAIC SYSTEM ARE UNGROUNDED AND MAY BE ENERGIZED

Apply to each J box, combiner box, disconnect,and device where energized, ungrounded circuits maybe exposed during service.



Inverter Output Ckt	
To Overcurrent Protection Device	
AC Max Output Current	21.0
AC Max Output Current * 125%	26.3
Overcurrent Protection (A)	30
No. of Current Carrying Cond	<4
Conductor Gauge (AWG)	10

		Conduit(in)	L1,L2,N (Awg)	Ground (Awg)	OCPD
After Inverter	B	0.75	10	8	30
To Breaker injection	C	0.75	10	8	30

Load Side Connection	
Busbar Rating	200
Main Breaker Size	200
Bus Rating *1.2-Main Break Size	40
Max Allowable Load Side	40
Load Side Breaker Size	30

Load side connection Per 705.12(B)(2)(3)(b)
Use Matching or equivalent approved breaker if derating

Including the label below

In Case of Emergency Call
ACDC Solar LLC
at 855-577-7999

Meets 11.12.2.1.5

Note:
-All wiring to meet the 2017 NEC and Florida electric codes.
30A Disconnect
-Type of conduit to be determined on site by contractor.

Install will be done to Manufacturer Spec

GEC NOTES
- Ungrounded system per 690.41(A)(4)
- GEC must be installed per 250.64
- GEC must be continuous un-spliced or irreversibly spliced from inverter to existing service ground system or continuous from the arrays to the existing service ground system.
- GEC must be min #8 AWG and installed in conduit
- If GEC is not in conduit, it must be #6 min

Disconnects will be Visible, lockable, adjacent to and within 10' of utility meter
All Labels & Markings for photovoltaic system will be reflective and meet all requirements for NFPA 11.12

Customer Info:

Charles Sandomenico
2943 NE 45th Ave
Ocala, FL
34470

Godwin Engineering and Design, LLC
8378 Foxtail Loop
Pensacola, FL 32526
D. Chad Godwin, PE
Chad@godwineng.com

AC/DC Solar LLC

605 W Lumsden Rd,
Brandon, FL 33511
855-577-7999

Date:	6/30/2022
Drawn by:	SM
Revised by:	.
Rev #:	00
Rev Date:	.
Page:	11"x17" E-1

Inverter Type:
SolarEdge SE5000H-US
PV Panel:
(16)
DNA-144-MF26-440W
Total Wattage:
7,040W DC

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Inverter Type: (1) SolarEdge SE5000H-US
PV Panel: (16) DNA-144-MF26-440W
Racking: Iron Ridge XR-10
Total Wattage: 7,040W DC
Roof Type: Composition Shingle
Wind Load: 21 to 27 Deg
Fastener Type: Use 5/16" Dia 4.75" Lags

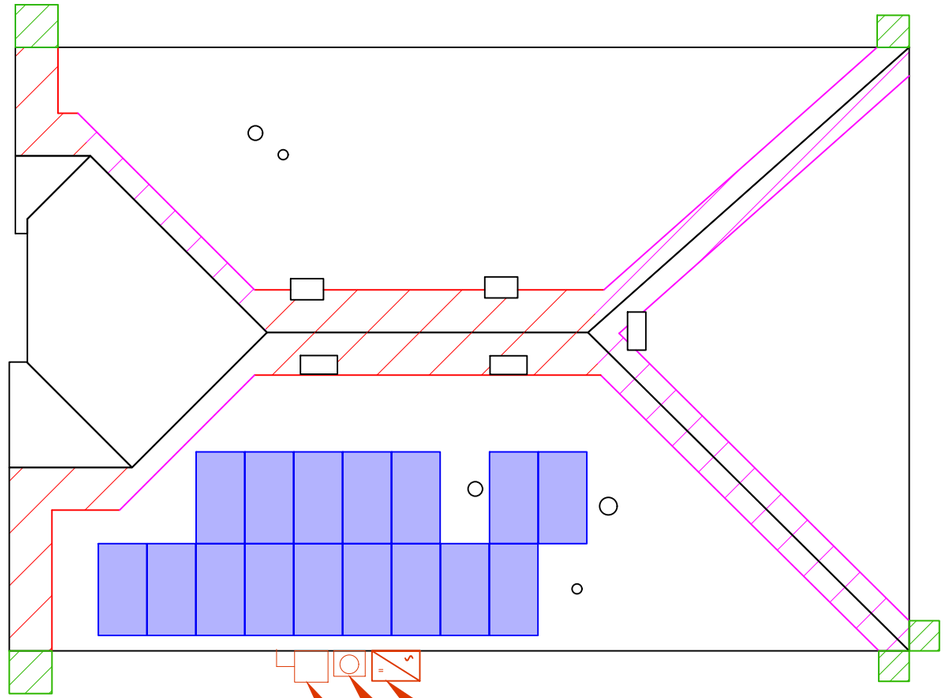
Sheet Index

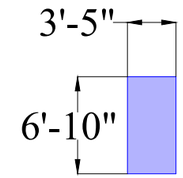
S-1 Cover Sheet / Site Plan
S-2 Detail
E-1 One - Line
E-2 Electrical Code
S-1A Mounting Plan

General Notes:
-SolarEdge SE5000H-US Inverter located near utility meter
-SolarEdge S-440 Optimizers are located on roof behind each module.
-First responder access maintained and from adjacent roof.
-Wire run from array to connection is 60 feet.

AC/DC Solar LLC
605 W Lumsden Rd,
Brandon, FL 33511
855-577-7999

FRONT OF HOUSE





Layout Subject to Change Based on Site Conditions

System meets the requirements of NFPA 70th Edition, Chapter 11.12

Install will be done to Manufacturer Spec

Legend

3' 1'-6" First responder access
Ground Access
Chimney
Satellite
Utility Meter
Vent Pipe
PV Disconnect
SolarEdge Inverter

Meets All Editions of Florida Fire Prevention Code 2020 7th Edition
Meets all requirements of NFPA-1 7th Edition and NFPA-101

3' Access Pathway

Represents all Fire Clearance including Alternative methods

1st Responder Access minimum of 36" unobstructed as per Section R324 of the 2020 IRC

Meets the requirements of the following- (2020 FL Residential Code & FBC, 7th Edition (2020 International Residential Code) - 2nd Printing modified by the FL Building Standards, 2020 Florida Building Energy Conservation Code 7th edition, City of Ocala Code, 2017 National Electric Code.)

Customer Info:

Charles Sandomenico
2943 NE 45th Ave
Ocala, FL
34470

Godwin Engineering and Design, LLC
8378 Foxtail Loop
Pensacola, FL 32526
D. Chad Godwin, PE
Chad@godwineng.com

Date:	6/30/2022
Drawn by:	SM
Revised by:	.
Rev #:	00
Rev Date:	.
Page:	11"x17" S-1

N

Compass for Aerial 2165

Docusign Envelope ID: 832F09DD-081D-48E3-867B-B947D2F4E2AF

Single Phase Inverter with HD-Wave Technology

for North America

SE3000H-US / SE3800H-US / SE5000H-US / SE6000H-US / SE7600H-US / SE10000H-US / SE11400H-US

INVERTERS

12-25 YEAR WARRANTY



Optimized installation with HD-Wave technology

- Specifically designed to work with power optimizers
- Record-breaking efficiency
- Fixed voltage inverter for longer strings
- Integrated arc fault protection and rapid shutdown for NEC 2014 and 2017, per article 690.11 and 690.12
- UL1741 SA certified, for CPUC Rule 21 grid compliance
- Extremely small
- Built-in module-level monitoring
- Outdoor and indoor installation
- Optional: Revenue grade data, ANSI C12.20 Class 0.5 (0.5% accuracy)

solaredge.com

solaredge

Single Phase Inverter with HD-Wave Technology for North America

SE3000H-US / SE3800H-US / SE5000H-US / SE6000H-US/ SE7600H-US / SE10000H-US / SE11400H-US

	SE3000H-US	SE3800H-US	SE5000H-US	SE6000H-US	SE7600H-US	SE10000H-US	SE11400H-US	
OUTPUT								
Rated AC Power Output	3000	3800 @ 240V 3300 @ 208V	5000	6000 @ 240V 5000 @ 208V	7600	10000	11400 @ 240V 10000 @ 208V	VA
Maximum AC Power Output	3000	3800 @ 240V 3300 @ 208V	5000	6000 @ 240V 5000 @ 208V	7600	10000	11400 @ 240V 10000 @ 208V	VA
AC Output Voltage Min.-Nom.-Max. (211 - 240 - 264)	✓	✓	✓	✓	✓	✓	✓	Vac
AC Output Voltage Min.-Nom.-Max. (183 - 208 - 229)	-	✓	-	✓	-	-	✓	Vac
AC Frequency (Nominal)	59.3 - 60 - 60.5[1]							Hz
Maximum Continuous Output Current @240V	12.5	16	21	25	32	42	47.5	A
Maximum Continuous Output Current @208V	-	16	-	24	-	-	48.5	A
GFDI Threshold	1							A
Utility Monitoring, Islanding Protection, Country Configurable Thresholds	Yes							
INPUT								
Maximum DC Power @240V	4650	5900	7750	9300	11800	15500	17650	W
Maximum DC Power @208V	-	5100	-	7750	-	-	15500	W
Transformer-less, Ungrounded	Yes							
Maximum Input Voltage	480							Vdc
Nominal DC Input Voltage	380				400			Vdc
Maximum Input Current @240V[2]	8.5	10.5	13.5	16.5	20	27	30.5	Adc
Maximum Input Current @208V[2]	-	9	-	13.5	-	-	27	Adc
Max. Input Short Circuit Current	45							Adc
Reverse-Polarity Protection	Yes							
Ground-Fault Isolation Detection	600kΩ Sensitivity							
Maximum Inverter Efficiency	99	99.2						%
CEC Weighted Efficiency	99						99 @ 240V 98.5 @ 208V	%
Nighttime Power Consumption	< 2.5							W
ADDITIONAL FEATURES								
Supported Communication Interfaces	RS485, Ethernet, ZigBee (optional), Cellular (optional)							
Revenue Grade Data, ANSI C12.20	Optional[3]							
Rapid Shutdown - NEC 2014 and 2017 690.12	Automatic Rapid Shutdown upon AC Grid Disconnect							
STANDARD COMPLIANCE								
Safety	UL1741, UL1741 SA, UL1699B, CSA C22.2, Canadian AFCI according to T.I.L. M-07							
Grid Connection Standards	IEEE1547, Rule 21, Rule 14 (HI)							
Emissions	FCC Part 15 Class B							
INSTALLATION SPECIFICATIONS								
AC Output Conduit Size / AWG Range	3/4" minimum / 14-6 AWG					3/4" minimum /14-4 AWG		
DC Input Conduit Size / # of Strings / AWG Range	3/4" minimum / 1-2 strings / 14-6 AWG					3/4" minimum / 1-3 strings / 14-6 AWG		
Dimensions with Safety Switch (HxWxD)	17.7 x 14.6 x 6.8 / 450 x 370 x 174					21.3 x 14.6 x 7.3 / 540 x 370 x 185		in / mm
Weight with Safety Switch	22 / 10		25.1 / 11.4	26.2 / 11.9		38.8 / 17.6		lb / kg
Noise	< 25				<50			dBA
Cooling	Natural Convection							
Operating Temperature Range	-40 to +140 / -25 to +60[4] (-40°F / -40°C option)[5]							°F / °C
Protection Rating	NEMA 4X (Inverter with Safety Switch)							

[1] For other regional settings please contact SolarEdge support
[2] A higher current source may be used; the inverter will limit its input current to the values stated
[3] Revenue grade inverter P/N: SExxxxH-US000NNC2
[4] For power de-rating information refer to: https://www.solaredge.com/sites/default/files/se-temperature-derating-note-na.pdf
[5] -40 version P/N: SExxxxH-US000NNU4

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2166

RoHS

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Power Optimizer
For Residential Installations

S440, S500



POWER OPTIMIZER

Enabling PV power optimization at the module level

- Specifically designed to work with SolarEdge residential inverters
- Detects abnormal PV connector behavior, preventing potential safety issues*
- Module-level voltage shutdown for installer and firefighter safety
- Superior efficiency (99.5%)
- Mitigates all types of module mismatch loss, from manufacturing tolerance to partial shading
- Faster installations with simplified cable management and easy assembly using a single bolt
- Flexible system design for maximum space utilization
- Compatible with bifacial PV modules

* Functionality subject to inverter model and firmware version

solaredge.com

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2167

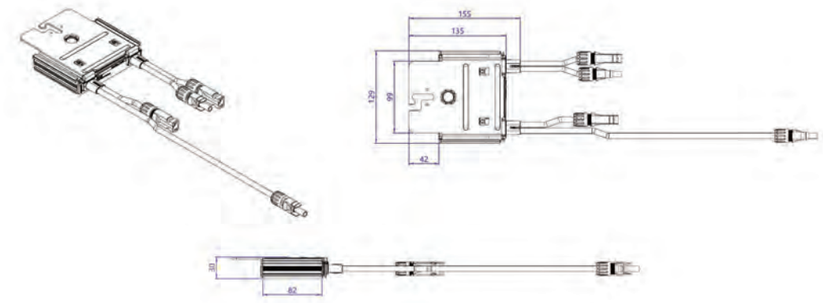
Power Optimizer
For Residential Installations
S440, S500

	S440	S500	UNIT
Rated Input DC Power(1)	440	500	W
Absolute Maximum Input Voltage (Voc)	60		Vdc
MPPT Operating Range	8 - 60		Vdc
Maximum Short Circuit Current (Isc) of Connected PV Module	14.5	15	Adc
Maximum Efficiency	99.5		%
Weighted Efficiency	98.6		%
Overvoltage Category	II		
OUTPUT DURING OPERATION			
Maximum Output Current	15		Adc
Maximum Output Voltage	60		Vdc
OUTPUT DURING STANDBY (POWER OPTIMIZER DISCONNECTED FROM INVERTER OR INVERTER OFF)			
Safety Output Voltage per Power Optimizer	1		Vdc
STANDARD COMPLIANCE			
EMC	FCC Part 15 Class B, IEC61000-6-2, IEC61000-6-3, CISPR11, EN-55011		
Safety	IEC62109-1 (class II safety), UL1741		
Material	UL94 V-0, UV Resistant		
RoHS	Yes		
Fire Safety	VDE-AR-E 2100-712:2013-05		
INSTALLATION SPECIFICATIONS			
Maximum Allowed System Voltage	1000		Vdc
Dimensions (W x L x H)	129 x 155 x 30		mm
Weight (including cables)	655 / 1.5		gr / lb
Input Connector	MC4(2)		
Input Wire Length	0.1		m
Output Connector	MC4		
Output Wire Length	(+) 2.3, (-) 0.10		m
Operating Temperature Range(3)	-40 to +85		˚C
Protection Rating	IP68 / NEMA6P		
Relative Humidity	0 - 100		%

(1) Rated power of the module at STC will not exceed the Power Optimizer Rated Input DC Power. Modules with up to +5% power tolerance are allowed
(2) For other connector types please contact SolarEdge
(3) For ambient temperature above +70°C / +158°F power de-rating is applied. Refer to Power Optimizers Temperature De-Rating Technical Note for more details

PV System Design Using a SolarEdge Inverter		Single Phase HD-Wave	Three Phase	Three Phase for 277/480V Grid	
Minimum String Length (Power Optimizers)	S440, S500	8	16	18	
Maximum String Length (Power Optimizers)		25	50		
Maximum Nominal Power per String(4)		5700	11250(5)	12750(6)	W
Parallel Strings of Different Lengths or Orientations		Yes			

(4) If the inverters rated AC power ≤ maximum nominal power per string, then the maximum power per string will be able to reach up to the inverters maximum input DC power Refer to: https://www.solaredge.com/sites/default/files/se-power-optimizer-single-string-design-application-note.pdf
(5) For the 230/400V grid: it is allowed to install up to 13,500W per string when the maximum power difference between each string is 2,000W
(6) For the 277/480V grid: it is allowed to install up to 15,000W per string when the maximum power difference between each string is 2,000W
(7) It is not allowed to mix S-series and P-series Power Optimizers in new installations



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CE RoHS

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DNA™ 144

Solar for Innovators

Residential I Commercial



Designed & Engineered in Silicon Valley

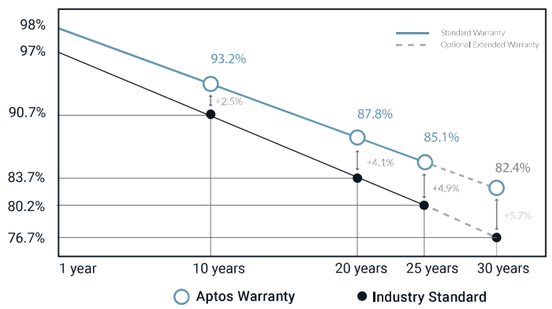
440W I 435W I 430W

Our DNA™ Split Cell Series impressively combines advanced solar technologies to maximize performance. Our patented Dual Nano Absorber (DNA™) Technology allows the panel to operate at high-efficencies in extreme temperatures. Contact our sales team today to learn more about our line of high-efficienty solar panels.

- Patented DNA™ technology boosts power performance & module efficiency
- Advanced split cell technology with 9 ultra-thin busbars allows for less resistance and more photon capture
- Ideal solution for applications affected by shading
- All-black design for pristine aesthetics
  No excessive silver bussing or ribbons
- Robust product design is reslient in extreme weather. Up to 5400 Pa snow load and 210 mph wind speeds

30 Year Warranty | 3X IEC Standards | RETC Top Performer

Linear Performance Warranty



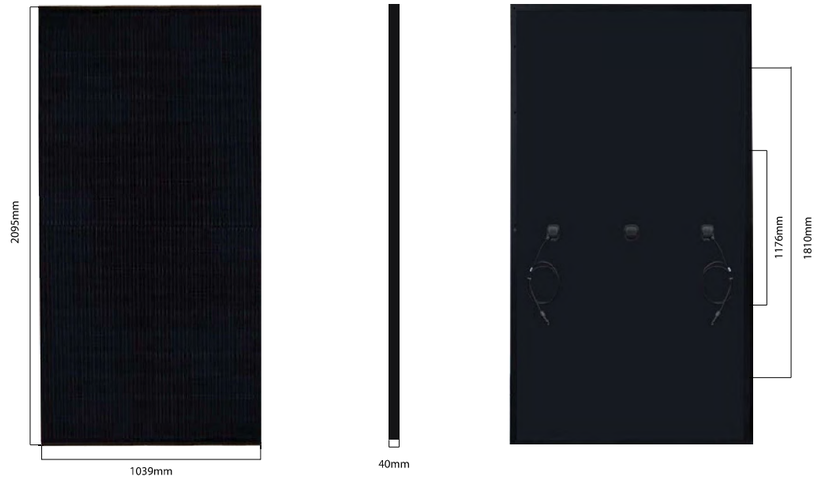
aptos™ solar technology

3140 De La Cruz Blvd., Ste 200
Santa Clara, CA 95054
wwww.aptossolar.com
info@aptossolar.com

2168

DNA™ 144

Solar for Innovators



Electrical Specifiactions

	DNA-144-MF26-440W	DNA-144-MF26-435W	DNA-144-MF26-430W
STCrated Output P_{mpp} (W)	440W	435W	430W
Module Efficiency	20.21%	19.98%	19.76%
Open Circuit Voltage V_{VOC} (V)	49.9	49.7	49.5
Short Circiut Current I_{sc} (A)	11.33	11.26	11.19
Rated Voltage V_{mmp} (V)	41.0	40.8	40.6
Rated Voltage I_{mmp} (A)	10.74	10.67	10.60

Standard Test Conditions for front-face of panel: 1000 W/m², 25°C, measurement uncertainty ≤3%

Temperature Coefficients

Temperature Coefficients P_{mmp}	-0.36%
Temperature Coefficients I_{sc}	+0.05%/°C
Temperature Coefficients V_{OC}	-0.29%/°C
Normal Operating Cell Temperature (NOCT)	44°C

Test Operating Conditions

Maximum Series Fuse	20A
Maximum System Voltage	1,000 VDC (UL&IEC)
Maximum Load Capacity (Per UL 1703)	5400 PA Snow Load / 210mph Wind Rating
Fire Performance Class	Class C/Type 1

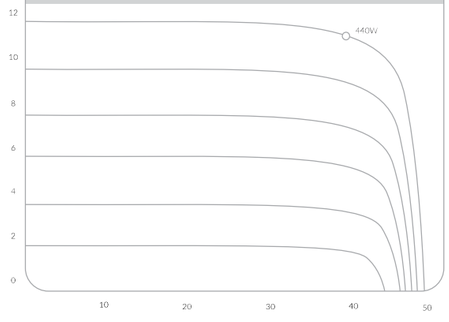
Packaging Configuration

Number of Modules per Pallet	27
Number of Pallets per 40ft. Container	22
Pallet Dimensions	2110 X 1120 X 2365
Pallet Weight (kg)	680
Container Weight (kg)	14960

Mechanical Properties

Cell Type	Monocrystalline
Glass	3.2mm, anti-reflection coating, high transmission, low iron, tempered glass
Frame	Anodized Aluminum Alloy
Junction Box	IP68
Dimensions	2095 X 1039 X 40mm
Output Cable	4mm2 (EU)12AWG,39.37in.(1200mm)
Weight	53.13lbs.(24.1kg)
Cable Length	1200mm
Encapsulant	POE

I-V Curve



Certifications

UL61730-1, UL61730-2

Aptos Solar Technology reserves the right to make specification changes without notice

Certificate Of Completion

Envelope Id: 832F09DD-081D-48E3-867B-B947D2F4E2AF
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Subject: FOR SIGNATURES - Net Metering Agreement - Wilnelia Cruz Viruet - ELE/260454
Source Envelope:
Document Pages: 26
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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abartleson@ocalafl.gov
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Pool: StateLocal

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Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/4/2026 1:54:13 PM Viewed: 2/5/2026 8:52:17 AM Signed: 2/5/2026 8:52:58 AM
Janice Mitchell jmitchell@Ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/7/2026 5:38:54 AM ID: 74daf325-ec77-460c-b201-cf82b596d68d	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 38.34.227.194 Signed using mobile	Sent: 2/5/2026 8:52:59 AM Viewed: 2/7/2026 5:38:54 AM Signed: 2/7/2026 5:39:39 AM
Chris Gowder chris.gowder@fmpa.com Chief Sys Ops & Tech Officer Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/7/2026 9:13:34 AM ID: 75df5c3f-7cbf-4d03-b107-ac72f7c0ea78	DocuSigned by: 087F58EBB34B474... Signature Adoption: Uploaded Signature Image Using IP Address: 2600:387:f:5915::2 Signed using mobile	Sent: 2/7/2026 5:39:40 AM Viewed: 2/7/2026 9:13:34 AM Signed: 2/7/2026 9:13:51 AM

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	2/7/2026 9:13:51 AM
Completed	Security Checked	2/7/2026 9:13:51 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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..

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Acknowledging your access and consent to receive and sign documents electronically

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SECOND AMENDMENT TO AGREEMENT FOR COMMERCIAL POOL PUMP MAINTENANCE AND SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR COMMERCIAL POOL PUMP MAINTENANCE AND SERVICES ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ELECTRO-MECHANIC INDUSTRIES, INC.,** a for-profit corporation duly organized in and authorized to do business in the state of Florida (EIN# 27-2447282) ("Contractor").

WHEREAS, on August 27, 2023, City and Contractor entered into an Agreement for Commercial Pool Pump Maintenance and Services (the "Original Agreement"), City of Ocala Contract Number: REC/230604 for a term of three (3) years, from October 15, 2023 to October 14, 2026; and

WHEREAS, on July 3, 2024, City and Contractor entered into a First Amendment to Agreement for Commercial Pool Pump Maintenance and Services (the "First Amendment") to increase the compensation amount for the remainder of the Contract Term; and

WHEREAS, the City and Contractor now wish to extend the contract term for the first of three available one-year periods.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable considerations, the receipt and sufficiency of which is hereby mutually acknowledged, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year term beginning **OCTOBER 15, 2026,** and terminating **OCTOBER 14, 2027**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for two (2) additional one-year (1-year) periods upon written agreement between the parties.
4. **COMPENSATION.** City shall pay Contractor an amount no greater than **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000)** as full and complete compensation for the timely and satisfactory performance of services in accordance with the Contract Documents over the Renewal Term. The pricing in this Agreement may only be adjusted by written amendment executed by both parties.
5. **NOTICES**. All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Electro-Mechanic Industries, Inc.
Attention: Domingo Meza
8248 Parkline Blvd, Ste. 100
Orlando, Florida 32809

Docusign Envelope ID: 58ADBB01-6880-45C8-8D76-9A55D6BF8AA5

Phone: 407-601-3943
E-mail: amesa@vermana.com

If to City of Ocala:
Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:
William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
8. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

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IN WITNESS WHEREOF, the parties have executed this Second Amendment on 1/29/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

By: William E. Sexton, Esq.

Title: City Attorney

ELECTRO-MECHANIC INDUSTRIES, INC.

Signed by:
ED3F1258425C4CC...

By: Domingo Meza
(Printed Name)

Title: VP of Operations
(Title of Authorized Signatory)

Certificate Of Completion

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Certificate Pages: 5
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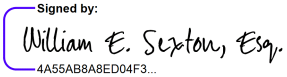
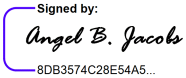
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Signer Events	Signature	Timestamp
Domingo Meza amesa@vermana.com VP of Operations Electro Mechanic Industries, Inc. Security Level: Email, Account Authentication (None)	Signed by:  ED3F1258425C4CC... Signature Adoption: Drawn on Device Using IP Address: 2603:9001:e00:6841:8d83:72f1:e6e0:e510	Sent: 1/29/2026 4:25:10 PM Viewed: 1/29/2026 4:45:35 PM Signed: 1/29/2026 4:46:44 PM
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William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by:  4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/29/2026 4:46:45 PM Viewed: 1/30/2026 4:46:28 PM Signed: 1/30/2026 4:46:59 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by:  5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/30/2026 4:46:59 PM Viewed: 2/2/2026 8:20:58 AM Signed: 2/2/2026 8:22:45 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by:  8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/2/2026 8:22:46 AM Viewed: 2/2/2026 10:58:53 AM Signed: 2/2/2026 10:59:05 AM

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Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	2/2/2026 10:58:53 AM
Signing Complete	Security Checked	2/2/2026 10:59:05 AM
Completed	Security Checked	2/2/2026 10:59:05 AM

Payment Events	Status	Timestamps

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.

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- 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.

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AGREEMENT FOR PERFORMANCE SERVICES

THIS AGREEMENT FOR PERFORMANCE SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **THE FAMILY STONE PROJECT, LLC** ("Artist").

In consideration for the following covenants, conditions, and promises, City agrees to engage Artist for the Performance described below, and Artist agrees to provide services at such Performance under the following terms and conditions:

1. **PERFORMANCE**. City hereby engages Artist to furnish, and Artist agrees to provide **ONE (1)** show that is approximately **NINETY (90) MINUTES** in length on **MAY 30, 2026,** beginning at **3:30P.M.,** and ending at **5:00P.M.** (the "Performance").
   A. City will provide the artist with backline instruments for performance. The load in, set up and sound check time on the date of the Performance shall between **9:00 and 10:00 A.M.**
   B. Exact time of scheduled Performance may change at City's discretion.
2. **VENUE.** The Performance shall take place at an outdoor venue at **WEBB FIELD, 1510 NW FOURTH ST, OCALA, FL 34475** during the Event Name (the "Event").
3. **COMPENSATION**. Artist shall be paid the total sum of **TWENTY-EIGHT THOUSAND AND NO/100 DOLLARS ($28,000)** for the entire Performance (the "Performance Fee") payable as follows:
   A. Once this contract has been fully executed, City shall pay a lump sum to Agent equal to **FOURTEEN THOUSAND AND NO/100 DOLLARS ($14,000)** by check made payable to **THE FAMILY STONE PROJECT, LLC** as a deposit towards the Performance Fee set forth above. This deposit may be fully refundable to City pursuant to the terms set forth in Paragraph 7 below.
   B. City shall remit payment for the remaining balance of the Performance Fee, in the amount of **FOURTEEN THOUSAND AND NO/100 DOLLARS ($14,000)**, via hand-delivery to Artist immediately following the Performance unless the parties otherwise agree.
4. **AMOUNTS DUE TO THE CITY.** Artist must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Artist may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
5. **PERFORMANCE POLICY AND ARTIST RESPONSIBILITIES**. Artist's Performance must be suitable for family audiences. Artist and its employees and/or agents shall perform and conduct themselves in a manner that is consistent with City standards as specified below. Artist's failure to abide by the provisions of this Paragraph shall constitute a material breach of this Agreement at which time City shall have the right to immediately cancel the Performance and dismiss Artist from the Venue, and Artist shall forfeit any remaining compensation due under Paragraph 3 above:

A. **Smoking and Prohibited Substances**: The use of alcohol, illegal drugs, or other controlled substances by Artist, its employees and/or agents during the Performance is strictly prohibited. Artist shall not perform while under the influence of alcoholic beverages, illegal drugs, or other controlled substances. Venue is a non-smoking facility, and no smoking is permitted within the provided hospitality space or within thirty (30) feet of egress doorways. All smoking must take place in outdoor designated areas.

B. **Prohibited Conduct**: Artist's Performance must be suitable for family audiences and Artist, its employees, and/or agents agree to conduct themselves in a professional and courteous manner in compliance with City standards at all times during the performance of their duties under this Agreement. Examples of behavior, dress, and/or language considered to be inconsistent with City standards include, but is not limited to, that which:

(i) demeans and/or exploits persons on the basis of gender, race, or other grounds;
(ii) references alcohol, drugs, obscene acts, or other explicit subjects;
(iii) contains political references, religious proselytizing, discriminatory, or sexually explicit language or images.

C. **Sound and Lighting**: Artist agrees to use the sound and lighting services and personnel provided by the City for the audio and lighting reinforcement of the Performance. Artist agrees that all decisions regarding sound and lighting shall be made solely by City and/or City's production team and will abide by them accordingly.

D. **Stage Access**: Artist acknowledges that stage entry is permitted to Artist, and personnel in capacity for performance and setup. The City will limit stage access to city staff, production staff, and approved community partners and/or sponsors. The public is not permitted on stage before, during, or after the performance.

E. **Pyrotechnics**: Artist shall not be permitted to have or use any type of electronic or pyrotechnic display that in any way creates a hazardous condition for the audience

F. **Copyrights and Licenses**: Artist shall be responsible for obtaining any and all necessary licenses or authorizations related to the provision of its services under this agreement including, but not limited to any ASCAP, BMI, or SESAC license required for the playing of music subject to copyright and shall ensure that any and all license payments required to be made by Artist are made promptly and directly to the licensing or authorizing organization.

6. **NON-PERFORMANCE.** If Artist is unable to provide the Performance due to illness or accident to the Artist or because of a Force Majeure event up to the scheduled performance date, then City shall have no obligation to pay the Performance Fee. If the City did not cancel the event at least THREE **(3)** days prior to its scheduled date, and/or if Artist is present at the venue at the designated date and time for the performance and is willing and able to perform but the Event is cancelled by the City on the day of the event, then Artist shall be paid the full Performance Fee.

7. **SALE OF MERCHANDISE.** City may permit Artist to sell merchandise at the Venue on the date of the Performance. City expressly reserves the right to withhold approval for merchandise sales by Artist. If approval for merchandise sales is granted by City, Artist may retain **ONE HUNDRED PERCENT (100%)** of Artist's gross merchandise sales. Artist shall provide City access to Artist's merchandise inventory and sales records.

8. **HOSPITALITY.** City will provide Artist ONE (1) meal for the night of performance. Artist will secure their own travel and transportation to and from venue.

9. **FORCE MAJEURE.** The term "Force Majeure" shall include delays, damages, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond the party's control including, without limitation: fire, flood, strikes and labor disputes, pandemic, local or statewide states of emergency, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions or any other like reason which is beyond the control of the respective party.

10. **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 Artist without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

11. **INSURANCE*.** Artist shall obtain general liability insurance issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-, as will provide coverage for claims for damages for bodily injury, including accidental death, as well as for claims for property damage. The amount of such insurance shall be not less than $200,000 for injury to

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one person arising out of a single incident and $400,000 for injuries to more than one person arising out of a single incident, and $200,000 for property damage with a reasonable deductible. Upon request by City, Artist shall provide City with certificates of insurance which shall list "City of Ocala, a Florida municipal corporation," as an Additional Insured. These insurance requirements do not relieve or limit the liability of Artist. Should Artist desire insurance protecting its personal property from casualty or damage while on the Venue, it will purchase such insurance, it being expressly understood that City is not obligated to purchase any insurance. The insurance required of Artist, or any other insurance of Artist shall be considered primary, and any insurance or self-insurance of City shall be considered excess, as may be applicable, to claims against City which may arise.

***Exceptions and exemptions to these insurance requirements may be allowed at the discretion of the City's HR/Risk Director on a case-by-case basis and evidenced by a separate waiver attached to this Agreement and incorporated herein.**

12. **INDEMNITY**. Artist shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the use of the venue by Artist or the use of any music, materials, devices, or processes that are patented, trademarked, franchised or subject to copyright.
13. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.
14. **JURY WAIVER**. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
15. **PUBLIC RECORDS.** The Artist shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Artist 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 this chapter 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 the Artist 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 the Artist or keep and maintain public records required by the public agency to perform the service. If the Artist transfers all public records to the public agency upon completion of the contract, the Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Artist keeps and maintains public records upon completion of the contract, the Artist 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 THE ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'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.

16. **ASSIGNMENT.** This Agreement shall not be assigned by Artist without the prior written consent of City.
17. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
18. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
19. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
20. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

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21. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
22. **ELECTRONIC SIGNATURE(S).** Artist, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
23. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
24. **ENTIRE AGREEMENT.** This Agreement and the attached Riders, if any, contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. In the event of a conflict between the terms of this Agreement and the terms of any attached Riders, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement on 2/10/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Peter Lee
5BB28E162F2E4C2...

Peter Lee
City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

THE FAMILY STONE PROJECT, LLC

By: Signed by:
Marie Martini
468E0989E475498...

Marie Martini
Printed Name of Signatory

Business Manager The Family Stone Project, LLC
Title of Signatory

Certificate Of Completion

Envelope Id: BAFDE2EA-FD7B-4F15-97AF-EDEF4AFA1474
Status: Completed
Subject: SIGNATURE - REC/260442: The Family Stone Project: 2026 West Ocala Rhythm Fest
Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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

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Signer Events	Signature	Timestamp
Marie Martini thefamilystonellc@gmail.com Business Manager The Family Stone Project, LLC Security Level: Email, Account Authentication (None)	Signed by: Marie Martini 468E0989E475498... Signature Adoption: Pre-selected Style Using IP Address: 2601:204:ca80:bd60:a910:952a:ff3b:6ca8	Sent: 2/2/2026 12:19:56 PM Viewed: 2/2/2026 7:45:23 PM Signed: 2/7/2026 4:17:46 PM
Electronic Record and Signature Disclosure: Accepted: 2/2/2026 7:45:23 PM ID: a092dc43-135d-46b6-ba74-cd896612d15b		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/7/2026 4:17:47 PM Viewed: 2/9/2026 2:30:02 PM Signed: 2/9/2026 2:34:28 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/9/2026 2:34:30 PM Viewed: 2/9/2026 5:04:29 PM Signed: 2/9/2026 5:05:07 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/9/2026 5:05:08 PM Viewed: 2/10/2026 11:18:24 AM Signed: 2/10/2026 11:18:35 AM

Signer Events	Signature	Timestamp

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Accepted: 2/10/2026 11:18:24 AM
ID: 0934e8d1-c8f5-4911-b1d8-13774a1bd0f1

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/2/2026 12:19:57 PM
Envelope Updated	Security Checked	2/4/2026 10:50:16 AM
Envelope Updated	Security Checked	2/4/2026 10:50:16 AM
Envelope Updated	Security Checked	2/4/2026 10:50:16 AM
Envelope Updated	Security Checked	2/4/2026 10:50:16 AM
Envelope Updated	Security Checked	2/4/2026 10:50:16 AM
Certified Delivered	Security Checked	2/10/2026 11:18:24 AM
Signing Complete	Security Checked	2/10/2026 11:18:35 AM
Completed	Security Checked	2/10/2026 11:18:35 AM

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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.

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SERVICES AGREEMENT FOR THE PROVISION OF A ROCK WALL FOR THE 2026 EARTHFEST: CELEBRATE ARBOR DAY EVENT

THIS SERVICES AGREEMENT FOR THE PROVISION OF A ROCK WALL FOR THE 2026 EARTHFEST: CELEBRATE ARBOR DAY EVENT ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **JUMPING FOR JOY, INC.**, a for- profit corporation duly organized and authorized to do business in the state of Florida (EIN: 27- 4547716) ("Vendor").

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement.
2. **COMPENSATION.** City shall pay Vendor an amount no greater than **ONE THOUSAND SEVENTY AND NO/100 DOLLARS ($1,070)** (the "Service Fee") as full and complete compensation for the timely and satisfactory completion of the Services set forth herein.
   A. **Invoice Submission**. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date.
   B. **Payment of Invoice by City**. City shall pay the Service Fee by hand delivering a check made payable to **JUMPING 4 JOY, INC.** to Vendor immediately following the rendering of the Services on the Event Date.
   C. **Amounts Due to the City**. Vendor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
   D. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.
3. **TIME FOR SERVICE.**
   A. Vendor shall provide **ONE (1)** Rockwall Activity and Operator for the City's **2026 EARTHFEST: CELEBRATE ARBOR DAY EVENT** (the "Event") on **APRIL 25, 2026,** from **9:00 A.M. to 1:00 P.M.** (the "Event Date").
   B. The Event shall take place at **TUSCAWILLA PARK** located at **800 NE SANCHEZ AVENUE, OCALA, FLORIDA 34470**.
   C. The load in and set up time on the date of the Event shall begin at **8:00 A.M.**
   D. The Time for Service under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City.
4. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the service of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its

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reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

5. **TERMINATION AND DEFAULT**. . Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

      (2) Vendor provides material that does not meet the specifications of the Agreement;

      (3) Vendor fails to complete the work required within the time stipulated in the Agreement; or

      (4) Vendor fails to make progress in the service of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

   B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

   C. **City's Remedies Upon Vendor Default**. In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

      (1) City shall be entitled to terminate this Agreement without further notice;

      (2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;

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(3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and

D. **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, or other designee, shall provide written notice of the termination.

6. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.

7. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

8. **VENDOR REPRESENTATIONS**. Vendor expressly represents that:

A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.

B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.

C. Vendor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the site(s) upon which the Services are to be performed and is satisfied with the site conditions that may affect cost, progress, and service of the work, as observable or determinable by Vendor's own investigation.

D. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its service under this Agreement whatsoever.

E. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

9. **VENDOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:

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A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures related to the provision of Services, and for any and all safety precautions or programs incident thereto.

10. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

11. **GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.

C. Policy must include coverage for contractual liability and independent contractors.

D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

12. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Vendor shall ensure any and all subcontractors have coverage as required by applicable statutes. City requires policies under this section to be endorsed to waive the insurer's right to subrogate against City and its officials, employees, volunteers by including a Waiver of Our Right to Recover from Others Endorsement (WC 00 03 13). Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.

13. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Vendor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Vendor's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Vendor. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided**. Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. ***Exceptions and exemptions to these insurance requirements may be allowed at the discretion of the City's HR/Risk Director on a case-by-case basis and evidenced by a separate waiver attached to this Agreement and incorporated herein.**

B. Deductibles. Vendor is responsible for the amount of any deductible or self-insured retention. Vendor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City.

C. Certificates of Insurance. Vendor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured. Shown on the certificate at the certificate holder should be: **City of Ocala, Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail: vendors@ocalafl.gov.** Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.

D. *Non-rated insurers must be pre-approved by the City Risk Manager.

E. Failure to Maintain Coverage. In the event Vendor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.

14. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor.

15. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

16. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its service of its obligations under this Agreement.

17. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.

18. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

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19. **PUBLIC RECORDS.** The Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Vendor 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 the Vendor 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 the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor 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 THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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.

20. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

21. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

22. **WAIVER.** The failure or delay of any party at any time to require service by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require service of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

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23. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

24. **INDEMNITY.** Vendor shall indemnify and hold harmless City, its elected officials, employees and volunteers against all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

25. **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.

26. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Jumping 4 Joy, Inc. Attention: Victor Cruz 10805 NW 16th Place Ocala, FL 34482 Phone: (352) 207-4628 E-mail: victorcjumping4joy@yahoo.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

27. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or

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prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and postjudgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

28. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
29. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
30. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
31. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
32. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
33. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
34. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than

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the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

35. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
36. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
37. **ELECTRONIC SIGNATURE(S)**. Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
38. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
39. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

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IN WITNESS WHEREOF, the parties have executed this Agreement on 1/30/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

JUMPING FOR JOY, INC.

DocuSigned by:
E3E1408DB9AF457...

By: Victor Cruz
(Printed Name)

Title: Owner
(Title)

Certificate Of Completion

Envelope Id: 5012822C-624C-4432-BB69-F66809EBA1FB
Status: Completed
Subject: FOR SIGNATURE - Services Agreement for Rock Wall at 2026 EarthFest (REC/260406)
Source Envelope:
Document Pages: 10
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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
1/27/2026 9:36:57 AM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Victor Cruz victorcjumping4joy@yahoo.com Owner Security Level: Email, Account Authentication (None)	DocuSigned by: E3E1408DB9AF457... Signature Adoption: Drawn on Device Using IP Address: 2603:9001:9202:decd:6e43:fd8:8e7e:4df4	Sent: 1/27/2026 9:39:12 AM Viewed: 1/30/2026 11:30:21 PM Signed: 1/30/2026 11:32:05 PM
Electronic Record and Signature Disclosure: Accepted: 4/11/2023 9:20:59 AM ID: 845f87a8-03be-466b-b01e-b333af1b7f07		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/30/2026 11:32:06 PM Viewed: 2/2/2026 11:40:14 AM Signed: 2/2/2026 11:40:49 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/2/2026 11:40:50 AM Viewed: 2/2/2026 3:51:23 PM Signed: 2/2/2026 3:53:12 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/2/2026 3:53:14 PM Viewed: 2/2/2026 3:53:49 PM Signed: 2/2/2026 3:54:05 PM

Signer Events	Signature	Timestamp

Electronic Record and Signature Disclosure:
Accepted: 2/2/2026 3:53:49 PM
ID: fee0a7b4-da64-4b8e-bcc8-d5ed156d3649

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/27/2026 9:39:12 AM
Certified Delivered	Security Checked	2/2/2026 3:53:49 PM
Signing Complete	Security Checked	2/2/2026 3:54:05 PM
Completed	Security Checked	2/2/2026 3:54:05 PM

Payment Events	Status	Timestamps

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.

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AGREEMENT FOR PERFORMANCE SERVICES

THIS AGREEMENT FOR PERFORMANCE SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **CHRISTOPHER A. MIKE-BIDTAH D/B/A DEF-I, LLC** ("Artist").

In consideration for the following covenants, conditions, and promises, City agrees to engage Artist for the Performance described below, and Artist agrees to provide services at such Performance under the following terms and conditions:

1. **PERFORMANCE**. City hereby engages Artist to furnish, and Artist agrees to provide **TWO (2)** sets each approximately **SIXTY (60) MINUTES** in length with **ONE (1)** twenty-minute break on **APRIL 11, 2026**, beginning at **10:00 A.M.,** and ending at **12:20 P.M.** (the "Performance"). In the event of inclement weather, the Rescheduled Date shall be on **APRIL 18, 2026**.
   A. City shall provide up to **FIVE HUNDRED AND NO/100 DOLLARS ($500)** in value as backline instruments for performance.
   B. The load in, set up and sound check time on the date of the Performance, or on Rescheduled Date, shall be at **8:00 A.M.**
   C. Exact time of scheduled Performance may change at City's discretion.
2. **VENUE.** The Performance shall take place at an outdoor venue at **TUSCAWILLA ART PARK STAGE** located at **213 NE 5TH STREET, OCALA, FLORIDA 34470**, during the 2026 Tuscawilla Art Park Literary and Poetry Festival (the "Event").
3. **COMPENSATION**. Artist shall be paid the total sum of **SEVEN THOUSAND, THREE HUNDRED TWENTY AND 50/100 DOLLARS ($7,320.50)** for the entire Performance (the "Performance Fee") payable as follows:
   A. The City shall pay a lump sum to Artist equal to **THREE THOUSAND, SIX HUNDRED SIXTY AND 25/100 DOLLARS ($3,660.25)** by check made payable to **CHRISTOPHER A. MIKE-BIDTAH** as a deposit towards the Performance Fee set forth above due upon countersigned contract. This deposit may be fully refundable to City pursuant to the terms set forth in Paragraph 7 below.
   B. City shall remit payment for the remaining balance of the Performance Fee, in the amount of **THREE THOUSAND, SIX HUNDRED SIXTY AND 25/100 DOLLARS ($3,660.25)**, via hand-delivery to Artist immediately following the Performance unless the parties otherwise agree.
4. **EXCLUSIVE PERFORMANCE.** Artist agrees not to accept any other engagement of any sort or kind within a radius of **THIRTY (30)** miles of the Venue (as identified in Section 2 above) for the time period **THIRTY (30) DAYS** prior to the date of the Performance (as identified in Section 1 above).
5. **AMOUNTS DUE TO THE CITY.** Artist must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Artist may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
6. **PERFORMANCE POLICY AND ARTIST RESPONSIBILITIES**. Artist's Performance must be suitable for family audiences. Artist and its employees and/or agents shall perform and conduct themselves in a manner that is consistent with City standards as specified below. Artist's failure to abide by the provisions of this Paragraph shall constitute a material breach of this Agreement at which time City shall have the right to immediately cancel the Performance and dismiss Artist from the Venue, and Artist shall forfeit any remaining compensation due under Paragraph 3 above:
   A. **Smoking and Prohibited Substances**: The use of alcohol, illegal drugs, or other controlled substances by Artist, its employees and/or agents during the Performance is strictly

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prohibited. Artist shall not perform while under the influence of alcoholic beverages, illegal drugs, or other controlled substances. Venue is a non-smoking facility, and no smoking is permitted within the provided hospitality space or within thirty (30) feet of egress doorways. All smoking must take place in outdoor designated areas.

B. **Prohibited Conduct**: Artist's Performance must be suitable for family audiences and Artist, its employees, and/or agents agree to conduct themselves in a professional and courteous manner in compliance with City standards at all times during the performance of their duties under this Agreement. Examples of behavior, dress, and/or language considered to be inconsistent with City standards include, but is not limited to, that which:
   (i) demeans and/or exploits persons on the basis of gender, race, or other grounds;
   (ii) references alcohol, drugs, obscene acts, or other explicit subjects;
   (iii) contains political references, religious proselytizing, discriminatory, or sexually explicit language or images.

C. **Sound and Lighting**: Artist agrees to use the sound and lighting services and personnel provided by the City for the audio and lighting reinforcement of the Performance. Artist agrees that all decisions regarding sound and lighting shall be made solely by City and/or City's production team and will abide by them accordingly.

D. **Stage Access**: Artist acknowledges that stage entry is permitted to Artist, and personnel in capacity for performance and setup. The City will limit stage access to city staff, production staff, and approved community partners and/or sponsors. The public is not permitted on stage before, during, or after the performance.

E. **Pyrotechnics**: Artist shall not be permitted to have or use any type of electronic or pyrotechnic display that in any way creates a hazardous condition for the audience

F. **Copyrights and Licenses**: Artist shall be responsible for obtaining any and all necessary licenses or authorizations related to the provision of its services under this agreement including, but not limited to any ASCAP, BMI, or SESAC license required for the playing of music subject to copyright and shall ensure that any and all license payments required to be made by Artist are made promptly and directly to the licensing or authorizing organization.

7. **NON-PERFORMANCE.** If Artist is unable to provide the Performance due to illness or accident to the Artist or because of a Force Majeure event up to the scheduled performance date, then City shall have no obligation to pay the Performance Fee. If the City did not cancel the event at least THREE **(3)** days prior to its scheduled date, and/or if Artist is present at the venue at the designated date and time for the performance and is willing and able to perform but the Event is cancelled by the City on the day of the event, then Artist shall be paid the full Performance Fee.

8. **SALE OF MERCHANDISE.** City may permit Artist to sell merchandise at the Venue on the date of the Performance. City expressly reserves the right to withhold approval for merchandise sales by Artist. If approval for merchandise sales is granted by City, Artist may retain **ONE HUNDRED PERCENT (100%)** of Artist's gross merchandise sales. Artist shall provide City access to Artist's merchandise inventory and sales records.

9. **HOSPITALITY.** City shall provide Artist **THREE (3)** double hotel rooms for **ONE (1)** night and **ONE** hot meal on the event day at the green room. Artist will secure their own travel and transportation to and from venue.

10. **FORCE MAJEURE.** The term "Force Majeure" shall include delays, damages, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond the party's control including, without limitation: fire, flood, strikes and labor disputes, pandemic, local or statewide states of emergency, acts of war, acts of nature, terrorism, civil unrest,

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acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions or any other like reason which is beyond the control of the respective party.

11. **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 Artist without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
12. **INSURANCE*.** Artist shall obtain general liability insurance issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-, as will provide coverage for claims for damages for bodily injury, including accidental death, as well as for claims for property damage. The amount of such insurance shall be not less than $200,000 for injury to one person arising out of a single incident and $400,000 for injuries to more than one person arising out of a single incident, and $200,000 for property damage with a reasonable deductible. Upon request by City, Artist shall provide City with certificates of insurance which shall list "City of Ocala, a Florida municipal corporation," as an Additional Insured. These insurance requirements do not relieve or limit the liability of Artist. Should Artist desire insurance protecting its personal property from casualty or damage while on the Venue, it will purchase such insurance, it being expressly understood that City is not obligated to purchase any insurance. The insurance required of Artist, or any other insurance of Artist shall be considered primary, and any insurance or self-insurance of City shall be considered excess, as may be applicable, to claims against City which may arise.

    ***Exceptions and exemptions to these insurance requirements may be allowed at the discretion of the City's HR/Risk Director on a case-by-case basis and evidenced by a separate waiver attached to this Agreement and incorporated herein.**

13. **INDEMNITY**. Artist shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the use of the venue by Artist or the use of any music, materials, devices, or processes that are patented, trademarked, franchised or subject to copyright.
14. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.
15. **JURY WAIVER**. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY

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HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

16. **PUBLIC RECORDS.** The Artist shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Artist 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 this chapter 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 the Artist 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 the Artist or keep and maintain public records required by the public agency to perform the service. If the Artist transfers all public records to the public agency upon completion of the contract, the Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Artist keeps and maintains public records upon completion of the contract, the Artist 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 THE ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'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.

17. **ASSIGNMENT.** This Agreement shall not be assigned by Artist without the prior written consent of City.
18. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
19. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any

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circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

20. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
21. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
22. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
23. **ELECTRONIC SIGNATURE(S).** Artist, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
24. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
25. **ENTIRE AGREEMENT.** This Agreement and the attached Riders, if any, contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. In the event of a conflict between the terms of this Agreement and the terms of any attached Riders, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement on 2/9/2026.

ATTEST:

Signed by: Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by: Peter Lee
5BB28E162F2E4C2...

Peter Lee
City Manager

Approved as to form and legality:

Signed by: William E. Sexton, Esq.
4A50AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

CHRISTOPHER A. MIKE-BIDTAH D/B/A DEF-I, LLC

Signed by:
408200B024A84D8...

By: Christopher Mike-Bidtah
(Printed Name)

Title: Def-i
(Title of Authorized Signatory)

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VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

Christopher Armon Mike-Bidtah (Def-i)

VENDOR NAME

345 60th St NW Albuquerque, NM 87105

VENDOR STREET ADDRESS, CITY, STATE, ZIP CODE

VENDOR acknowledges and understands that prior to commencement of an Agreement with the City of Ocala (the "City") and until completion of all obligations under said agreement, all vendors desiring to provide services to the City or to hold special events on City property are required to procure and maintain, for the life of said Agreement, the following types and limitations of liability insurance:

- **Commercial General Liability Insurance** identifying the City, a political subdivision of the State of Florida, and its officials, employees, and volunteers as additional insureds with an endorsement equal or broader to CG 20 26 04 13 from and against all claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons or damage to or loss of property arising out of or in any manner connected with the Vendor's services or event in the amounts of not less than ONE MILLION DOLLARS ($1,000,000.00) PER OCCURRENCE and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

VENDOR acknowledges and understands that **unless** CITY provides a written waiver of the insurance requirements, the failure of VENDOR to obtain and maintain the required insurance shall constitute a breach of contract.

By signing below, VENDOR intends for this document to serve as its written request for waiver of the foregoing insurance requirements for the following special event to occur on 04/11/25 or 04/18/25 (IDENTIFY DATE HERE): EVENT DESCRIPTION:

Live band performance plus Def-i (artist) showcase at OCALA CULTURAL ARTS DIVISION's Literary & Poetry Festival

In exchange for and acceptance of CITY's waiver of the foregoing insurance requirements, VENDOR, including its successors and assigns, does hereby covenant and agree to indemnify, hold harmless, and defend the City of Ocala and its elected officials, employees, and volunteers from and against any and all claims, actions, liability, loss, damage, injury, death, or expense of any and every kind which may accrue or be suffered by any person, partnership, or other entity of any kind, in whole or in part from the intentional or negligent acts or omissions of VENDOR or its employees, agents, subcontractors, successors, or assigns. In the event that any suit or action is brought against CITY, its elected officials, employees, or volunteers for any of the claims described herein, VENDOR, its successors and assigns shall defend the suit or action at VENDOR'S sole cost and expense and shall fully satisfy any judgment that is rendered against CITY, its elected officials, employees, or volunteers, or any combination thereof.

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IN WITNESS WHEREOF, the VENDOR sets its hand this 6th day of November, 20 25.

VENDOR SIGNATURE

Christopher Armon Mike-Bidtah

VENDOR PRINTED NAME

Richard Dennis

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☒ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:
11/12/2025 (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE
_____ (Date)

Certificate Of Completion

Envelope Id: 27FA2692-F77B-4711-8208-147AA371003E
Status: Completed
Subject: SIGNATURE: Performance Services Agreement - Christopher A. Mike-Bidtah dba Def-i, LLC (GRM/260243)
Source Envelope:
Document Pages: 7
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
2/6/2026 11:27:14 AM
Holder: April Adolf
aadolf@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Christopher Mike-Bidtah definitionrare@gmail.com Def-i Security Level: Email, Account Authentication (None)	Signed by: 408200B024A84D8... Signature Adoption: Drawn on Device Using IP Address: 2600:1011:b110:129d:0:1b:7a5a:de01 Signed using mobile	Sent: 2/6/2026 11:59:13 AM Viewed: 2/9/2026 3:12:18 PM Signed: 2/9/2026 3:58:39 PM
Electronic Record and Signature Disclosure: Accepted: 2/9/2026 3:12:18 PM ID: 3e4fdbbb-6acb-4b79-98a2-fe9d0588a93b		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/9/2026 3:58:40 PM Viewed: 2/9/2026 4:22:34 PM Signed: 2/9/2026 4:23:45 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/9/2026 4:23:46 PM Viewed: 2/9/2026 5:13:44 PM Signed: 2/9/2026 5:13:58 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/9/2026 5:13:59 PM Viewed: 2/10/2026 11:17:58 AM Signed: 2/10/2026 11:18:10 AM

Signer Events	Signature	Timestamp

Electronic Record and Signature Disclosure:
Accepted: 2/10/2026 11:17:58 AM
ID: 2ce14eeb-838f-48a6-80d7-bc9505aef517

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/6/2026 11:59:13 AM
Certified Delivered	Security Checked	2/10/2026 11:17:58 AM
Signing Complete	Security Checked	2/10/2026 11:18:10 AM
Completed	Security Checked	2/10/2026 11:18:10 AM

Payment Events	Status	Timestamps

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.

1812

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Larramore (Last) Lacey (First) (Dept) Solid Waste - 4250

(Title) Solid Waste Resource Liaison (Phone) 352-6718473

Signature Lacey Larramore Date 01-23-26

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

Contract SUN/260341 is an agreement with the City of Ocala for advertising on two SunTran buses. This contract is intended to replace contracts SUN/230264 and SUN/240967. The initial contract with the City of Ocala was approved and activated in September 2023. A third SunTran contract, SUN/250954, was approved on October 23, 2025.

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☐ Yes ☑ No Agenda Date: _____

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-62

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☑ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome: Date Received:

☐ Approved as to form and legal sufficiency
☑ Approved with revisions: ☑ Suggested ☑ Completed
☐ Other:

RECEIVED
By Marion County Attorney LZ at Jan 23, 2026

Attorney Signature: _____ Date 1/23/26

Staff Signature: _____ (Completed) Date: 1/23/26 Returned: ☑ Department ☐ Admin ☐ _____

Rev2 03/19/2025

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OCALA

CONTRACT# SUN/260341

AGREEMENT FOR BUS WRAP DISPLAY ADVERTISING ON SUNTRAN BUSES

THIS AGREEMENT is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **MARION COUNTY**, a political subdivision of the State of Florida, with offices at 601 SE 25th St., Ocala, Florida 34471 ("County") (individually "Party," collectively "Parties.")

RECITALS

WHEREAS, The City of Ocala is the administrative agency for the Ocala/Marion County public transit system known as SunTran; and,

WHEREAS, The Parties acknowledge that the purpose of the advertising is to support County's Litter Task Force and the Parties expressly find same to be a public purpose and for the betterment of the citizens of both City and County

WHEREAS, county submitted an offer to advertise, which was reviewed and selected by City staff to enter into an agreement to sell SunTran bus advertising.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

TERMS OF AGREEMENT:

1. **RECITALS.** City and County hereby represent, warrant and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's solicitation for bus wrap display advertising; and (d) the Advertiser's response to same. Each of these documents are incorporated herein by reference for all purposes.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

   Exhibit A: Scope of Work (A-1)

   Exhibit B: Specifications for Non-Removable Signs and Decals (B-1 through B-7)

   Exhibit C: SunTran Advertising Policy (C-1)

   If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit C, then (2) Exhibit B, then (3) Exhibit A.

3. **SERVICES.** City will provide **TWO (2)** SunTran buses for installation of bus wrap display advertising. County is responsible for the design, production, and installation of the wrap in accordance with the SunTran Advertising Policy as described in **Exhibit C – SunTran Advertising Policy,** and in accordance with **Exhibit A – Scope of Work** and **Exhibit B – Specifications for Non-Removable Signs and Decals.** The design, production, and installation cost of the bus wrap is not included in the monthly advertising cost. County is responsible for these separate expenses, which includes wrap removal at the conclusion of the contract term.
4. **COMPENSATION.** County shall pay to City a total of **TWELVE THOUSAND AND NO/100 DOLLARS ($12,000.00) PER YEAR**, for each of the two (2) buses contemplated herein. There shall be a **24-month consecutive advertising term for each bus**. Said term shall begin upon the respective fully wrapped bus being put into operation.

BUS	YEARLY	# OF YEARS	GRAND TOTAL
#1	$12,000.00	2	$24,000.00
#2	$12,000.00	2	$24,000.00
Total Amount for Contract Term:			**$48,000.00**

5. **TERM & TERMINATION.** This Agreement shall begin on the date of the last signature below and shall terminate at the end of the business day **TWENTY-FOUR (24) MONTHS** after the bus is wrapped and put into operation.

   If the bus is inoperable for any reason during the contract term, this Agreement shall be extended for an equivalent length of time. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-defaulting party may, at its option, terminate this Agreement by giving written notification thereof to the other party. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

6. **REMEDIES.** If any Event of Default occurs, City shall have the right, at its sole option, to pursue all remedies available at law or equity, including the termination of this Agreement and all rights of County hereunder. Notwithstanding City's termination of this Agreement, County shall remain liable to City for all claims and damages, costs or attorneys' fees arising prior to such termination.

7. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges the County is an independent contractor. Nothing in this Agreement is intended, nor shall be construed, to create an agency relationship, a partner or partnership, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which County performs hereunder.

8. **ACCESS TO FACILITIES.** City will provide County with access to two (2) SunTran buses for purposes of installing the initial wrap advertising.

9. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.

10. **NON-EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with County. This Contract shall not restrict City from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.

11. **PUBLIC RECORDS.** The County shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the County 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 the County 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 the County or keep and maintain public records required by the public agency to perform the service. If the County transfers all public records to the public agency upon completion of the contract, the County shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the County keeps and maintains public records upon completion of the contract, the County 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 THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'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.

12. **TAX EXEMPTION**. Both Parties to this Agreement are exempt from all federal excise and state sales taxes.

13. **AUDIT.** County shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

14. **PUBLICITY.** County shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

15. **CONFLICT OF INTEREST.** County must have disclosed with the submission of its bid, the name of any officer, director, or agent who may be employed by the City. County must disclose the name of any City employee who owns, directly or indirectly, any interest in County or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

16. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

17. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which

is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

a. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
b. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Performance shall be extended for a number of days equal to the duration of the force majeure. The affected party shall be entitled to an extension of time only and, in no event, shall the affected party be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

18. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

19. **MUTUAL INDEMNIFICATION.** Notwithstanding anything to the contrary set forth in the Agreement, each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of the Agreement, including attorney's fees and costs (and costs and fees on appeal as well as for litigating the issue of the amount of fees to be awarded), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Agreement by such Party, its officers, board members, agents, representatives or employees. This Section shall not be construed in any way to alter County or City's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2023) with respect to actions in tort or contract. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require County to indemnify or insure City for City's negligence.
20. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the Parties 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.
21. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to County:

Marion County Public Relations Office
601 SE 25th Ave
Ocala, FL 34471
Phone: (352) 438-2345

E-mail: PublicRelations@MarionFL.org

Copy To:
Marion County Office of the County Administrator
601 SE 25th Avenue
Ocala, FL 34471
Phone: (352) 438-2300
E-mail: CountyAdministrator@MarionCountyFL.org

If to City of Ocala:
Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:
William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

22. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

23. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

24. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made

pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

25. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

26. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

27. **MUTUALITY OF NEGOTIATION.** County and City acknowledge that this Agreement is a result of negotiations between County and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

28. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

29. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

30. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

31. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

32. **ELECTRONIC SIGNATURE(S).** County, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

33. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement

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other than those specifically set forth herein.

34. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Peter Lee
5BB28E162F2E4C2...
Peter Lee
City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

By: William E. Sexton, Esq.
(Printed Name)

City Attorney

MARION COUNTY BOARD OF COUNTY COMMISSIONERS

2-3-26

By: Mounir Bouyounes
(Printed Name)

County Administrator
(Title of Authorized Signatory)

For Use And Reliance Of MARION COUNTY ONLY,
Approved As To Form And Legal Sufficiency

For: _____
County Attorney

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County is responsible for the design, production, and installation of the wrap in accordance with the City of Ocala advertising policy.

The design, production, and installation cost of the bus wrap is not included in the monthly advertising cost. The County is responsible for these separate expenses, which include:

- Removal of SunTran graphics prior to County's installation.
- At the conclusion of the contract County must remove wrap and replace SunTran graphics
- Paint/body damage due to wrap removal (if applicable).

When considering bus wrap design be mindful of the bus safety decals as well as labels that are required by law to be displayed on the bus. Pictures and dimension are provided to County within **Exhibit B- Specifications for Non- Removable Signs and Decals**. Safety decals, ADA stickers and any other the City of Ocala required bus decal will remain on the bus and wrap will be cut out to display those items. County shall not place logos, phone number, website address etc. on or near these areas.

Wrap designs will be reviewed by the City staff for compliance before authorizing placement on the bus. The bus can be re-wrapped at County's discretion throughout the term as long as the bus is not taken offline (ex: it can be re-wrapped on Sunday). Re-wrapping and any issues pertaining to bus wrap or installation shall be approved and scheduled in advance through the City Transit Manager and SunTran General Manager.

Insurance

Bus wrap vendor shall provide a Garage Keeper's insurance policy.

Exhibit B

Non-Removeable Signs and Decals



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Non-Removable Signs/Decals

- SunTran/Website logo must be visible, the location of the logo may be changed based on specific bus wrap design.
- SunTran/Website can be blended into a design scheme.
- Final placement of SunTran/Website logos subject to city staff approval.
- If the advertisement materials cover the passenger seat windows, the materials need to be perforated for passengers looking through the windows.

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Non-Removable Signs/Decals

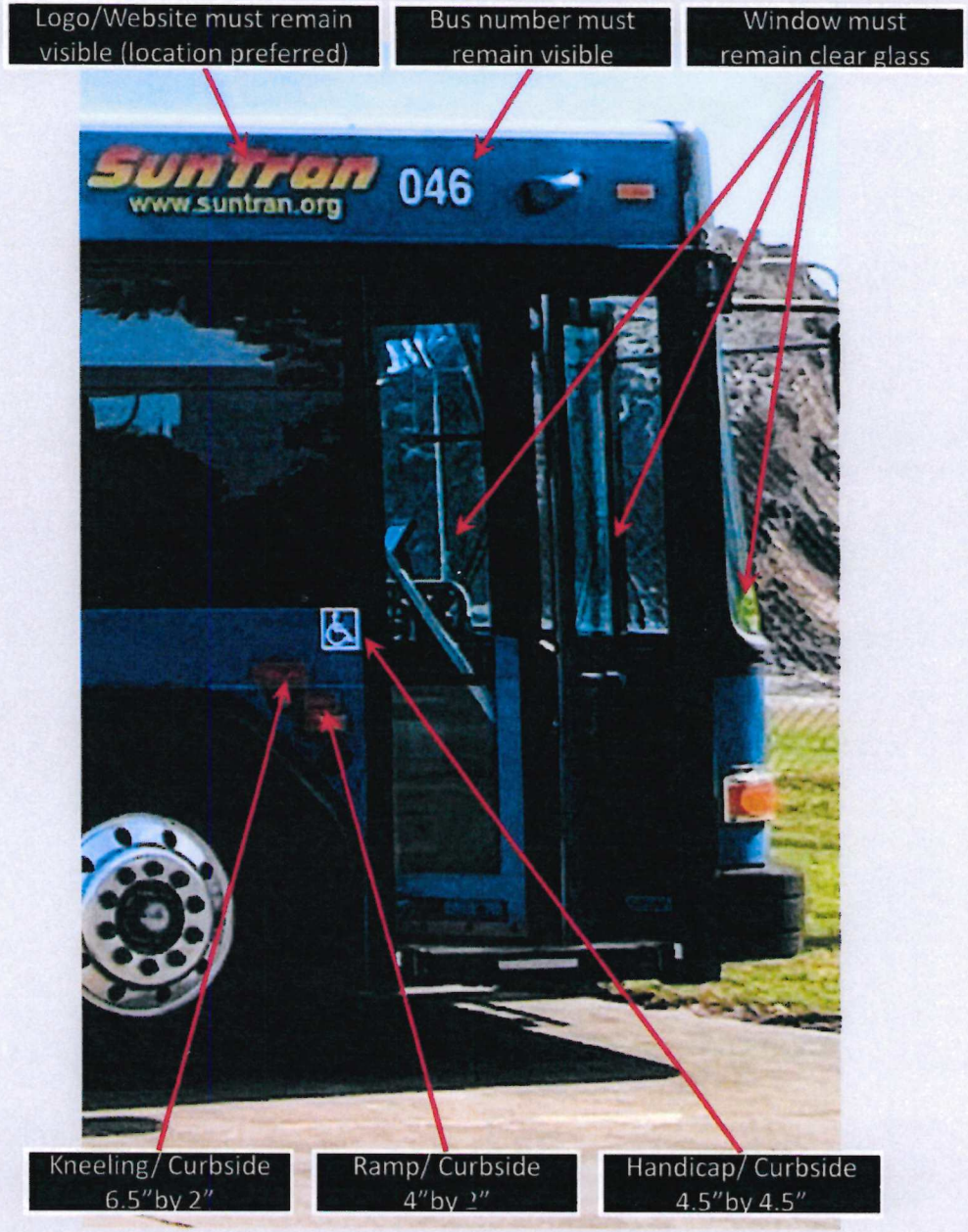


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Exhibit B

CONTRACT # SUN/260341

Non-Removable Signs/Decals



Provide Safe, Comfortable, and Accessible Transit Service

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Non-Removable Signs/Decals



Docusign Envelope ID: 804683ED-EAF6-477C-B5E9-BC6D253FE026

Non-Removable Signs/Decals



Docusign Envelope ID: 804683ED-EAF6-477C-B5E9-BC6D253FE026



Docusign Envelope ID: 804683ED-EAF6-477C-B5E9-BC6D253FE026

Docusign Envelope ID: 804683ED-EAF6-477C-B5E9-BC6D253FE026

Exhibit C – SunTran Advertising Policy CONTRACT# SUN/260341

Effective Date: 04/22/2022

The City of Ocala determines that the following advertising on or in any SunTran bus and/or at any established SunTran bus shelter is hereby prohibited:

1. Advertising that is unlawful, obscene or indecent, or contains explicit messages or graphic representations pertaining to sexual contact, or contains an offensive level of sexual overtone, innuendo, or double entendre.
2. Advertising of contraceptive products or hygiene products of an intimately personal nature.
3. Advertising of products or services with sexual overtones such as massage parlors, escort services, or establishments featuring X-rated or pornographic movies.
4. Advertising containing foul or offensive language, pictures or depictions.
5. Advertising of tobacco or alcohol products.
6. Advertising that is harmful to children or is of a nature to frighten children, either emotionally or physically.
    a. The term "harmful to children" means language or pictures that:
        i. describe or depict sexual contact, or nudity;
        ii. make use of foul language;
        iii. describe or depict violent physical torture, destruction, or death of a human being; or
        iv. describe or depict criminal activity in a way that tends to glorify or glamorize the activity and that, with respect to children under the age of 18, has a tendency to corrupt.
    b. The term "of a nature to frighten children, either emotionally or physically "means language or pictures that describe or depict violent or brutal activities, whether such violence or brutality was intended or not, in a manner that causes children under the age of 18 physical or emotional distress or fear for their personal safety or for the safety of others.
7. Advertising of political, social, moral or religious points of view.
8. Advertising which promotes hatred or contempt against specific classes of people because of their race, religion, sex or ethnic background.
9. Advertising that, in the opinion of the City of Ocala, is of a nature to dissuade other advertisers from advertising on SunTran buses.

docusign

Certificate Of Completion

Envelope Id: 804683ED-EAF6-477C-B5E9-BC6D253FE026
Subject: SIGNATURE - Bus Wrap Agreement - With Marion County- SUN/260341
Source Envelope:
Document Pages: 16
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 3
Initials: 0

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
1/26/2026 9:14:29 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Amber Bartleson
abartleson@ocalafl.gov
Pool: StateLocal
Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/26/2026 9:18:23 AM Viewed: 1/26/2026 4:55:28 PM Signed: 1/26/2026 4:55:41 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/26/2026 4:55:42 PM Viewed: 2/2/2026 2:07:20 PM Signed: 2/2/2026 2:07:31 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/2/2026 2:07:32 PM Viewed: 2/2/2026 3:21:39 PM Signed: 2/2/2026 3:21:53 PM
Electronic Record and Signature Disclosure: Accepted: 2/2/2026 3:21:39 PM ID: 9a041f92-68a3-4be1-a00d-f30e11c2b602		

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
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	1/26/2026 9:18:23 AM
Certified Delivered	Security Checked	2/2/2026 3:21:39 PM
Signing Complete	Security Checked	2/2/2026 3:21:53 PM
Completed	Security Checked	2/2/2026 3:21:53 PM
Payment Events	**Status**	**Timestamps**
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.

Docusign Envelope ID: 65CED1B0-9BF4-46BD-B72C-7CDB192D9B77

OCALA

CONTRACT# CDS/260363

AGREEMENT FOR SHIP/HOME/CDBG HOUSING – ROOF REPLACEMENT

THIS AGREEMENT FOR SHIP/HOME/CDBG HOUSING - ROOF REPLACEMENT ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), **ROY AND MARY STOKES** ("Owner"), and **FLORIDA HOME CONTRACTORS, INC.,** a for-profit Corporation duly organized and authorized to do business in the state of Florida (EIN:30-0463963) ("Contractor").

RECITALS:

WHEREAS, on January 7, 2026, City issued a request for quotation ("RFQ") for the provision of roof replacement on a residential home located at 2905 NW 4th Ave, Ocala, FL, 34475, RFQ No.: CDS/260363 (the "Solicitation"); and

WHEREAS, eleven (11) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Florida Home Contractors, Inc was found to be the second lowest; and

WHEREAS, After the lowest bidder declined the solicitation award, Florida Home Contractors, Inc. was chosen as the intended awardee for the rehabilitation work on a residential home located at 2905 NW 4th Ave, Ocala, FL, 34475, (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors, if any, are qualified and possess the required licensure and skill to perform the work required for the Project; and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

TERMS OF AGREEMENT:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the bid submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:
      Exhibit A: Scope of Work (A-1 through A-4)
      Exhibit B: Price Proposal (B-1)
      Exhibit C: Work Write Up (C-1 through C-4)
      Exhibit D: Asbestos Survey Report (D-1 through D-28)
      Exhibit E: Lead Inspection Report (E-1 through E-37)
   B. If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the

following order: (1) Exhibit A; then (2) Exhibit B; then (3) Exhibit C; then (4) Exhibit D, then (5) Exhibit E.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **PROJECT SPECIFICATIONS.** This project will require the Contractor to have the following specifications and documents, which are incorporated by reference:
   A. **City of Ocala Rehabilitation Standards Manual** available at: https://www.ocalafl.gov/home/showpublisheddocument/504/637545378827730000;
   B. **City of Ocala Metering Enclosure and Equipment Standards** available at: https://www.ocalafl.gov/home/showpublisheddocument/328/637632311592430000;
   C. **Florida Building Code (Most Recent Edition)** available at: https://floridabuilding.gov/c/default.aspx.
   D. **Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructures (January 11, 2024)** available at: https://www.ocalafl.gov/home/showpublisheddocument/26969

   In the event of a conflict between the individual Project Specifications regarding the scope of work to be performed, then the specification with the more restrictive provision shall take precedence over the others.
5. **COMPENSATION.** City shall pay Contractor, on behalf of Owner, a maximum limiting amount of **FIFTEEN THOUSAND EIGHT HUNDRED FORTY AND NO/100 DOLLARS ($15,840)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The Contract Sum under this Agreement may only be adjusted by written amendment executed by both parties.
   A. **Monthly Progress Payments**: The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws.
   B. **Project Schedule and Progress Reports**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.
   C. **Invoice Submission**. Contractor must invoice at least once a month. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall be provided with a cover sheet for invoicing. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager

at: **City of Ocala Community Development Services Department,** Attn: **Chris Lewis,** E-Mail: clewis@ocalafl.gov Address: **201 SE 3rd Street 2nd Floor, Ocala, Florida 34471,**

D. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

E. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; (iii) which fails to comply with any term, condition, or other requirement under this Agreement; or for (iv) representations provided in Contractor's billing statements that are wholly or partially inaccurate. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

F. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

G. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

H. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

6. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

A. Contractor shall mobilize and commence work no later than **TEN (10)** working days from the date of issuance of a Notice to Proceed for the project by City. **At no time will the Contractor be allowed to lag behind**.

B. **All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager within THIRTY (30) days of the start date indicated on the Notice to Proceed and ready for final payment within TEN (10) days of substantial completion**.

C. **Weather Days**. Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the

time period in which the application is submitted and shall be final. Contractor performance and execution of work will be considered in the determination for granting additional days.

D. **Lead Time**. The maximum acceptable lead time on materials is two (2) weeks. The City shall issue a Notice to Proceed (NTP) upon notification of the receipt of materials by the Contractor.

E. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **THREE (3)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

F. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies, or interference, except as provided in this Agreement.

G. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.

7. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

8. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by

Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.

A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Proposal. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

9. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

      (2) Contractor provides material that does not meet the specifications of the Agreement;

      (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or

      (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

   B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further

notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
   (1) City shall be entitled to terminate this Agreement without further notice.
   (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
   (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
   (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

D. **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.

10. **LIQUIDATED DAMAGES FOR LATE COMPLETION**. The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Final Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250)** per day for each calendar day of unexcused delay in achieving Final Completion beyond the date specified for Final Completion in the Contract Documents.

    A. **No Waiver of Rights or Liabilities**. Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.

    B. **Right to Withhold or Deduct Damages**. When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.

C. **Non-Cumulative**. The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.

D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.

E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.

11. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.
    A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.
    B. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.
    C. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.
12. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
13. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
14. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
15. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:
    A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they

are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.

B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.

C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.

D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.

E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

16. **OWNER'S RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Owner:

A. **Cooperation**. Owner shall cooperate with City and Contractor during the performance of the work. Owner hereby designates City as its agent to oversee and approve Contractor's work and to authorize payment to Contractor for approved invoices.

B. **Access**. Owner shall grant access to the property subject to this Agreement. Owner may continue to occupy the property subject to this Agreement during Contractor's performance of the work unless otherwise agreed to by City, Contractor, and Owner. City shall not be responsible for relocating Owner during the pendency of the work.

C. **Personal Property and Storage**. Owner agrees to remove any personal property within the project construction area so as to not interfere with the progress of the work. Owner shall ensure Contractor has easy access in and around the project construction area for

the operation of equipment required for the performance of the work. Owner will allow for the necessary movement and replacement of rugs, furniture, and/or storage boxes as necessary for Contractor's performance of the work. Owner shall be responsible for procuring at Owner's sole expense any needed external storage. City shall not be liable for damage to Owner's personal property due to Owner's failure to remove said personal property pursuant to this section.

D. **Pets**. Owner shall secure any and all pets in a location which does not interfere with the performance of the work or the Contractor's ability to fulfill its requirements under this Agreement. All pets shall be the sole responsibility of the Owner at all times hereunder.

E. **Utilities.** Owner shall furnish and allow the use of electricity and water by Contractor at no additional cost to City or Contractor during Contractor's performance of the work.

F. **License to Photograph Property**. Owner expressly grants to City the right to photograph or film images of the property subject to this Agreement, including the exterior and interior of the home or other structure, for documentation, education, and publicity purposes provided that such use shall not be for commercial purposes.

G. **Color Coordination.** All colors for all materials shall be chosen by Owner at the time of execution of this Agreement from the pre-selected options provided by the Community Development Services Department. This section applies, but is not limited to, color selection for roofing, windows, interior and exterior paint, cabinets, flooring, plumbing fixtures, doors, trim, and appliances.

H. **Homeowner's Insurance**. No insurance is provided by City under this contract to cover Owner. City recommends that Owner obtain a homeowner's insurance or other comparable policy that is sufficient and adequate to produce Owner's interests and/or liabilities.

I. **Lien on Property.**

(1) Owner agrees to occupy and remain in possession of the property subject to this Agreement for a period of not less than **FIVE (5) YEARS** from the date of execution of this Agreement.

(2) Owner shall execute a Deferred Mortgage Loan equal to the total cost of rehabilitation set forth in the mortgage documents which names the City of Ocala as the lien holder. In the event that the amount set forth on the original Deferred Mortgage Loan does not represent the final cost of the rehabilitation services performed under this Agreement, Owner agrees to execute an amendment to the Deferred Mortgage Loan to reflect the true total cost of rehabilitation upon City's request.

(3) Owner's failure to comply with the provisions set forth herein shall constitute an event of default which may result in the acceleration of the repayment of the mortgage loan balance by Owner.

17. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Contractor:

A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract

Documents. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

B. Contractor shall have a competent resident job superintendent at the project worksite. Contractor's superintendent shall be the Contractor's primary representative at the project worksite and shall have authority to act on behalf of Contractor. Any and all directives given to the superintendent shall be binding on Contractor.
C. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
G. Contractor shall be fully responsible for all acts and omissions of its subcontractors, employees, and other persons or organizations directly or indirectly employed by them.
H. Contractor shall utilize competent employees during the performance of the work. At the request of City, Contractor shall replace any incompetent, unfaithful, abusive, and/or disorderly person under Contractor's employ. City and Contractor shall each promptly notify the other of any complaints received. Smoking is prohibited at the Project worksite and Contractor shall ensure that its employees, subcontractors, and employees of its subcontractors abide by City's smoking regulations.
I. All Contractor and subcontractor vehicles shall have their company names located on the sides and all personnel shall be required to wear company attire. Contractor shall coordinate services with the City's Project Manager.
J. Contractor understands the use and/or possession of alcohol or drugs on a work site is strictly prohibited. This is defined as either coming to the work site under the influence of alcohol/drugs or the use of alcohol/drugs on the work site. Contractor shall inform its subcontractors and employees of this policy. This policy shall be enforced at all times, including lunch, and before and after working hours on the site. Violation of this policy by Contractor, its employees, or its subcontractors shall be grounds for immediate termination of this Agreement by City and/or Owner.
K. Normal working hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday. Any changes in the work hours must be agreed to by City, Owner, Contractor, and any subcontractors.
L. Contractor shall not display any signs, posters, or other advertising matter in or on any part of work or around the site thereof without the specific approval in writing by City.

M. Contractor shall promptly secure all necessary permits, inspections and approvals required and allow al inspections of all work by authorized personnel.

N. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

18. **RESPONSIBILITIES OF CITY.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Contractor:

A. City shall serve as agent for Owner and administer this Agreement for Owner as it is necessary to ensure the satisfactory performance of this Agreement.

B. City shall pay Contractor on behalf of Owner for the timely and satisfactory performance of the Work required under this Agreement.

C. City will require and enforce Contractor compliance with the terms, conditions, and procedures set forth in this Agreement.

D. City shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work.** City has the authority to stop work or to suspend any work for any reason.

19. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

20. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES**. City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.

B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.

21. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.

22. **APPLICABLE FEDERAL PROVISIONS**.
    A. **Civil Rights Act of 1964**. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
    B. **Equal Employment Opportunity**. Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
    C. **Copeland Anti-Kickback Act**. Contractor shall comply with the provisions with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
    D. **Compliance in the Provision of Training, Employment, and Business Opportunities**. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development (the "Department") and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. The parties to this Agreement shall comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
23. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of the contract a policy of Commercial Auto Liability insurance with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence for Bodily Injury and Property Damage arising out of Contractor's operations and covering all owned, leased, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
24. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:
    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
    C. Policy must include coverage for contractual liability and independent contractors.

D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

25. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

26. **ADDITIONAL INSURANCE REQUIREMENTS.**

A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, or co-insurance penalty to include any loss not covered because of the operation of such deductible, co-insurance penalty, or coverage exclusion or limitation.

C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a

claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as an Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

27. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
    A. All employees on the work and other persons that may be affected thereby;
    B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.
28. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and

maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

A. In addition to the requirements set forth in the Solicitation, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
B. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

29. **WORK SITE AND CLEANUP.** Contractor shall confine construction equipment, stored materials, and the operations of workers to only those areas prescribed by City. Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.
30. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
31. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
32. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any

work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

33. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
34. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
35. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
36. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
37. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the 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 the 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 the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE 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.

38. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
39. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
40. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
41. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City.

Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

42. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
43. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
44. **INDEMNITY.** Contractor and Owner shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, Owner, their agents, and their employees.
45. **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.
46. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Florida Home Contractors, Inc
Attention: Brian Suciu
9400 NE 30th Ave
Salt Springs, FL 32134
Phone: 407-535-3967
E-mail: flhomecontractors@gmail.com

If to City of Ocala as Agent for Owner:	Daphne Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala1 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

47. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
48. **JURY WAIVER.**IN ANY CIVIL ACTION, COUNTERCLAIM ,OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
49. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
50. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion

County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

51. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.
52. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
53. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
54. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
55. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
56. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
57. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
58. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
59. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party

for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3674C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Christopher Watt
8C80B9F07388433...

Christopher Watt
Chief of Staff

Date: 2/2/2026

Reviewed and Approved by Community Development Services Department:

Signed by:
James Haynes
EB223ED9662B740F...

James Haynes, Director
Community Development Services

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

FLORIDA HOME CONTRACTORS, INC.

DocuSigned by:
Brian Suciu
F07C88877DE0453...
(Authorized Signatory)

By: Brian Suciu
(Printed Name of Signatory)

Title: Owner
(Title of Authorized Signatory)

Date: 1/30/2026

OCALA

CONTRACT# CDS/260363

Witnesses for Property/Homeowner Signature:

(Signature of First Witness)

Bessie Morley
(Printed Name of First Witness)

(Signature of Second Witness)

C.A. Lewis
(Printed Name of Second Witness)

PROPERTY/HOMEOWNER

Mary C Stokes / Roy A Stokes
(Signature of Property/Homeowner)

Mary C Stokes J. Roy A Stokes.
(Printed Name of Homeowner)

Date: 2-11-24

Exhibit A – SCOPE OF WORK

CONTRACT# CDS/260363

BACKGROUND

1. Contractor shall perform rehabilitation work on a residential home located at **2905 NW 4th Ave, Ocala, FL, 34475**.
2. Contractor will provide all labor, materials, and equipment necessary to perform the services in strict accordance with the rehabilitation specifications, guidelines, and Florida Building Code.

PERMIT AND SPECIFICATION REQUIREMENTS

1. **Permits Required:** Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
   - Roofing
2. No work shall commence, nor will any permits be issued, until all associated contracts have been approved and signed by all applicable parties involved.
3. **Estimated Permit Cost/Allowance:** $100.00
4. **Permit Fee Schedule:** For information regarding permitting fees, please visit the following link: https://www.ocalafl.org/home/showpublisheddocument/490/637545367420930000
5. **Specifications:** All work shall be performed in compliance with the rehabilitation specifications and guidelines outlined in the Florida Building Code: https://floridabuilding.org/c/default.aspx
6. **Work Summaries and Reports:**
   A. Exhibit A – Scope of Work
   B. Exhibit B - Price Proposal
   C. Exhibit C – Work Write Up
   D. Exhibit D – Asbestos Survey Report
   E. Exhibit E – Lead Inspection

ANTICIPATED TASKS

1. **Anticipated Tasks:** The Contractor will be required to perform the services in **Exhibit C- Work Write-Up** for the City of Ocala. This list is not an attempt to exclusively define those specific activities the Contractor will perform.

PROJECT SUMMARY

1. This work includes but is not limited to the following:
   - Roof
2. Work shall be coordinated with the City Rehabilitation Specialist, Chris Lewis, 629-8333 or 425-7686, clewis@ocalafl.gov.

CONTRACTOR RESPONSIBILITIES

1. The Contractor shall complete all work performed under this contract following policies and procedures of the City of Ocala and all applicable State of Florida and Federal laws, policies, procedures, codes, and guidelines.

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2. The Contractor is responsible for purchasing the permits and ensuring that the hired subcontractors purchase their required permits.
3. Contractor shall obtain all required permits (i.e., building permit, plumbing permit, electrical permit, and H.A.R.V. permit).
   A. Contractor is responsible for purchasing the permits and ensuring that his/her sub-contractors purchase their required permits.
   B. All electrical, plumbing, mechanical, and structural inspections must be made by the City of Ocala Growth Management Department.
      i. Contractor is required to notify the Growth Management Department, (352) 629-8421, for each of the required inspections.
      ii. When calling for an inspection, Contractor will need the address, owner's name, contractor (on plumbing and electrical inspections, the plumber or electrician is the contractor), and the permit number.
      iii. The City Project Manager shall sign each request for payment form as approved.
      iv. When an inspection is called into the Growth Management Department before 9:00 AM, the inspection will be made by noon. All inspections called before 2:00 PM will be made by 5:00 PM.
      v. The City of Ocala Growth Management Department makes "same-day" inspections.
4. Contractor must have sufficient equipment to complete the work. The City will not pay for rental of additional equipment, purchases of equipment, etc.
5. Construction shall comply with all requirements and instructions of applicable manufacturers.
6. Work shall be completed immediately.
7. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
8. Contractor is responsible for all wages, taxes, and workers' compensation of all employees.
9. Contractor is responsible for any and all damages, including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.

CONSTRUCTION WORK AREAS, SITE HOUSEKEEPING, AND CLEANUP

1. Provide on-site sanitary facilities as required by governing agencies.
2. **Waste/Debris:** The Contractor shall keep the premises free at all times from the accumulation of waste materials and rubbish caused by operations and employees. Contractor will provide approved containers for the collection and disposal of waste materials, debris, and rubbish. Contractor shall lawfully dispose of debris. At least once weekly, dispose of such waste materials, debris, and rubbish off-site.

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3. Contractor to supply appropriately sized construction skip for demolition/construction debris.
4. **Cleanup:** Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonably neat condition. The work site will be completely cleaned after each day of work.
5. **Final Cleaning:** Upon completion of work, Contractor shall clean the entire work area/project site as applicable.
   A. Leave the work and adjacent areas affected in a clean condition satisfactory to the City Project Manager.
   B. The Contractor shall clean and remove from the premises all surplus and discarded materials, rubbish, and temporary structures, and shall restore acceptably all property, both public and private, which has been damaged during the prosecution of the work, and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*
   C. Broom clean exterior paved driveways and hose clean sidewalks and concrete exposed surfaces if impacted by work or included in the work area.
   D. All furnishings and equipment shall be placed back in their original locations.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope.
2. Contractor must provide a valid telephone number, email, and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. Contractor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meet Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor, employees, and subcontractors will be courteous to the public at all times while at the work site.
8. Contractor shall possess and maintain sufficient equipment to complete the work described herein. Contractor's equipment shall be in good repair, and the Contractor shall have a qualified operator to maintain the care of the equipment. All operators must be trained in the proper use and care of equipment. A list of equipment shall be provided to the City upon request.
9. All company trucks must display a visible logo on the outside.

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10. All employees must have a shirt with the company logo and/or a badge with picture ID, company name, and employee name to be worn at all times.

SUB-CONTRACTORS

1. Contractor shall not assign, sublet, or transfer any of the rights and/or duties under the terms of this agreement without the written approval of the City.
2. Contractor must perform a minimum of **30%** of the work with their forces.

SAFETY

1. The Contractor is solely responsible for ensuring safety during demolition and construction and for conformance to all applicable OSHA standards; and local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
3. Contractor shall be responsible for securing their equipment, materials, clothing, and other property.
4. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.
5. Contractor will exercise every necessary precaution for the safety of the property and the protection of any and all persons and/or property located adjacent to or making passage through said property. All claims and repairs are to be made by the Contractor in a timely manner (48 hours).
6. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed, or stolen.

Exhibit B - PRICE PROPOSAL

CONTRACT# CDS/260363

Bidder name	Bidder Location
Florida Home Contractors, Inc.	Salt Springs, FL

MANDATORY LINE ITEMS: Address - Name

ITEM	DESCRIPTION	UOM	EST QTY	LUMP SUM COST
1	Roof Replacement	LS	1	$ 15,740.00
2	Permit Allowance	LS	1	$ 100.00

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Rehabilitation Specification: GRNT- CDBG

CRA: No

Applicant: Roy and Mary Stokes

Address: 2905 NW 4th Ave

Parcel #: 2523-002-009

Work must comply with the current **Florida Building Code.**

TYPES OF PERMITS REQUIRED:

Building ☒ Roofing ☐ Plumbing ☐ Electrical ☐ Mechanical ☐ Gas

CONTRACTORS REQUIRED:

General/Builder/Residential ☒ Roofing ☐ Plumbing ☐ Electrical ☐ HVAC ☐ Gas ☐ Specialty

Project must be fully completed in 30 days.

GENERAL CONDITIONS

1. It is the responsibility of the Contractor and/or sub-contractors to obtain all required permits necessary to perform the work described above and to properly post/display them clearly at the job site.
2. It is also the responsibility of the Contractor and sub-contractors to ensure all required inspections are requested and passed, up to and including the final inspections from the City of Ocala Building Department and the Community Development Services Department.
3. Due to this being an owner-occupied residence, the Contractor MUST coordinate with the Owner and City of Ocala Building Department/Inspectors when requesting the necessary inspections for this project. Owner may move out during construction.
4. All references to equivalent imply the substituted goods/materials must meet or exceed the specifications of the brand requested.

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Item 1- Roof

1. Contractor shall follow best practices when asbestos and/or lead is present in affected areas as per lead/asbestos reports when lead/asbestos has been found in the project.
2. This work will require a Re-Roof Permit.
3. Tear off all roof surfaces to roof deck sheathing and repair any/all damaged or rotted areas as required. Contractor shall confirm number of layers.
4. Remove and dispose of old skylights if installed. Satellite dishes shall be removed and reinstalled at the Owner's direction.
5. Contractor will provide and install, if necessary, up to 608 sq. ft. of roof deck material and will provide a per sq. foot cost of material and labor on any unforeseen sheathing damage over 608 sq. ft., determined as a change order.
6. Contractor will provide and install, if necessary, up to 300 lf. of fascia or rafter/truss tails and will provide a per foot cost of material and labor on any unforeseen decking or fascia or rafter/truss tail damage, determined as a change order.

   Contractor shall check all truss to bond beam/top plate connections, ensure that truss straps have minimum 3 visible nails/screws in the side of the truss/rafter. Use #10D nail or SDS screw. Nail should be bent over on the opposite side. Install Simpson H2.5 Galvanized Hurricane Tie to each truss top plate/bond beam where tie downs are missing or visually non-inspectable. Fasteners for hurricane clips shall be rated for the material to which it will be installed, (wood or masonry) minimum embedment shall be according to the manufacturer's specification. **ALL HOLES SHALL BE FILLED. IT MAY BE NECESSARY TO ATTACH TO THE MASONRY STRUCTURE.** *This must be inspected by the City Project Manager before closure.*
7. Ensure all roof sheathing/decking is re-nailed per code requirements and passes required inspections. Roof coverings shall be applied to solidly sheathed roofs (install dead wood as necessary) or spaced sheathing where code approves, except where the roof covering is specifically designed to be applied to spaced supports.
8. Inspect all structural roof components, rafter tails, fascia boards visible during re-roof. Provide and install materials needed to "scab" or reinforce areas of rot or minor damage on roof framing members.
9. If major (requires an engineer) structural damage is discovered, it must immediately be brought to the attention of the City Project Manager to determine how to proceed.
10. Provide and install ALL new roof components, 2" aluminum drip-edge, concealed "shingle over" ridge vent (install maximum amount of ridge vent), electrical mast collar, lead boots for plumbing vent pipes and risers for vents, colored to match roof. Include new range hood vent (8" or 10" w/ integrated damper). If vent currently exists, bathroom exhaust vents (2 at 4" – 6" each, w/ dampers) are mandatory, and new vents for gas water heater and furnace (if needed). New boot and riser vent colors shall complement/match roof covering/house colors.
11. Provide and install completely new metal flashing in valleys, around chimneys (where necessary) and fasten and seal in place fully. Chimneys shall be provided with crickets where the dimension parallel to the ridgeline is greater than 30 inches (762 mm) and does not intersect the ridgeline. Confirm all areas are sealed and do not leak.
12. Provide and install new materials for any other vent penetration not listed above. Insure all new and

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existing ductwork is properly and securely connected to new roof vents.

13. Dry-in with a code approved water barrier over sloped roof.
14. Provide and install, code compliant, asphalt shingles, minimum 130 MPH wind rating and minimum 30-year warranty. Flat roofs use RUBEROID® torch system equal or better. Owner shall choose color following contract signing, and City Project Manager must approve. Lighter, Energy Star colors suggested. If code requires, install code compliant metal roofing.
15. Provide and install code approved "peel and stick" per FBC 2023 8th edition, over 100% of any shallow roof areas and insure all required or needed flashing is completely/properly installed.
16. Remove and properly dispose of all debris from roof and nails around home, and ensure no nails are left, especially in driving/parking/walking areas.
17. Provide homeowner and City Project Manager with written copy of roof warranty from Contractor and manufacturer, including the shingle color and brand name and model line of shingles and underlayment used, immediately following roof final inspection.
18. NOTE: It is the Contractor's responsibility to schedule and successfully pass all required inspections.
19. Install new aluminum soffit/fascia throughout and porch ceilings throughout (aluminum/vinyl soffit and aluminum fascia, vinyl porch ceilings). Provide Owner with color choices. Remove frieze blocks/other soffit if installed for proper airflow.
20. If installed, replace gutters/downspouts with new seamless 6" gutters w/gutter guards to original condition. Adjust for proper water flow. Include splash blocks, splash guards, etc. Seal all joints to eliminate/reduce leaks. Provide Owner with color choices.
21. If installed and damaged, make level 4 legs(corners) of top of chimney and install full coverage, 24-gauge galvanized steel hood (chimney cap) if old cap is missing and/or damaged beyond repair. Secure according to manufacturer's instructions.
22. If installed, check draft hoods on top of gas appliances (water heater, furnace) before the start of work and at completion, to make sure they were not moved during construction.
23. If required, Contractor will be responsible for contacting Ocala Electric Utility (OEU) at 352-351-6620 to arrange for a maintenance disconnect for the electrical wiring on the roof before beginning the work. Upon scheduling, OEU will disconnect the service line to facilitate the necessary work. Once Contractor has completed the work in the designated area, they must notify OEU for reconnection. Please note that there is no additional charge associated with this service.
24. Contractor shall submit a current **Uniform Mitigation Verification Inspection Form** with photos and signed by a qualified inspector.

Item P – Permits

The estimated permit cost/allowance for this project is $100.

DELIVERABLES:

At project closeout and before final payment, Contractor shall submit to homeowner, a 3-ring binder to include:

Prime Contractor's information w/warranty

Sub-contractor information

Registered roof warranty and claim information

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All owner manuals/instructions

Provide a list of the manufacturer, type, sheen/finish and color of all coatings used and the respective locations where they were applied, to the Owner

Color choices (**all color/product choices and/or changes to previously agreed upon choices shall be done in writing**)

Also, to project manager:

Final payment affidavit

Attic insulation certificate

Owner's final acceptance of the work

Material and/or contractor lien releases

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AGREEMENT FOR PERFORMANCE SERVICES

THIS AGREEMENT FOR PERFORMANCE SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PGROOVE, LLC, *performing as* PERPETUAL GROOVE BAND** ("Artist").

In consideration for the following covenants, conditions, and promises, City agrees to engage Artist for the Performance described below, and Artist agrees to provide services at such Performance under the following terms and conditions:

1. **PERFORMANCE**. City hereby engages Artist to furnish, and Artist agrees to provide **ONE (1)** show that is approximately **NINETY (90) MINUTES** in length on **APRIL 3, 2026,** beginning at **6:30 P.M.,** and ending at **8:00P.M.** (the "Performance").
   A. Artist will provide their own backline instruments for performance. The load in, set up and sound check time on the date of the Performance shall be between **4:00-5:00 P.M.**
   B. General admission to the Performance shall begin at approximately **6:00P.M.**
   C. Exact time of scheduled Performance may change at City's discretion.
2. **VENUE.** The Performance shall take place at an outdoor venue at **CITIZENS CIRCLE, 151 SE OSCEOLA AVE, OCALA FL 34471** during the First Friday Art Walk (the "Event").
3. **COMPENSATION**. Artist shall be paid the total sum of **TEN THOUSAND AND NO/100 DOLLARS ($10,000)** for the entire Performance (the "Performance Fee") payable as follows:
   A. After Contract has been signed by all parties, City shall pay a lump sum to Agent equal to **FIVE THOUSAND AND NO/100 DOLLARS ($5,000)** by check made payable to **PGROOVE, LLC** as a deposit towards the Performance Fee set forth above. This deposit may be fully refundable to City pursuant to the terms set forth in Paragraph 7 below.
   B. City shall remit payment for the remaining balance of the Performance Fee, in the amount of **FIVE THOUSAND AND NO/100 DOLLARS ($5,000)**, via hand-delivery to Artist immediately following the Performance unless the parties otherwise agree.
4. **AMOUNTS DUE TO THE CITY.** Artist must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Artist may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
5. **PERFORMANCE POLICY AND ARTIST RESPONSIBILITIES**. Artist's Performance must be suitable for family audiences. Artist and its employees and/or agents shall perform and conduct themselves in a manner that is consistent with City standards as specified below. Artist's failure to abide by the provisions of this Paragraph shall constitute a material breach of this Agreement at which time City shall have the right to immediately cancel the Performance and dismiss Artist from the Venue, and Artist shall forfeit any remaining compensation due under Paragraph 3 above:

A. **Smoking and Prohibited Substances**: The use of alcohol, illegal drugs, or other controlled substances by Artist, its employees and/or agents during the Performance is strictly prohibited. Artist shall not perform while under the influence of alcoholic beverages, illegal drugs, or other controlled substances. Venue is a non-smoking facility, and no smoking is permitted within the provided hospitality space or within thirty (30) feet of egress doorways. All smoking must take place in outdoor designated areas.

B. **Prohibited Conduct**: Artist's Performance must be suitable for family audiences and Artist, its employees, and/or agents agree to conduct themselves in a professional and courteous manner in compliance with City standards at all times during the performance of their duties under this

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Agreement. Examples of behavior, dress, and/or language considered to be inconsistent with City standards include, but is not limited to, that which:

(i) demeans and/or exploits persons on the basis of gender, race, or other grounds;
(ii) references alcohol, drugs, obscene acts, or other explicit subjects;
(iii) contains political references, religious proselytizing, discriminatory, or sexually explicit language or images.

C. **Sound and Lighting**: Artist agrees to use the sound and lighting services and personnel provided by the City for the audio and lighting reinforcement of the Performance. Artist agrees that all decisions regarding sound and lighting shall be made solely by City and/or City's production team and will abide by them accordingly.

D. **Stage Access**: Artist acknowledges that stage entry is permitted to Artist, and personnel in capacity for performance and setup. The City will limit stage access to city staff, production staff, and approved community partners and/or sponsors. The public is not permitted on stage before, during, or after the performance.

E. **Pyrotechnics**: Artist shall not be permitted to have or use any type of electronic or pyrotechnic display that in any way creates a hazardous condition for the audience

F. **Copyrights and Licenses**: Artist shall be responsible for obtaining any and all necessary licenses or authorizations related to the provision of its services under this agreement including, but not limited to any ASCAP, BMI, or SESAC license required for the playing of music subject to copyright and shall ensure that any and all license payments required to be made by Artist are made promptly and directly to the licensing or authorizing organization.

6. **NON-PERFORMANCE.** If Artist is unable to provide the Performance due to illness or accident to the Artist or because of a Force Majeure event up to the scheduled performance date, then City shall have no obligation to pay the Performance Fee. If the City did not cancel the event at least THREE **(3)** days prior to its scheduled date, and/or if Artist is present at the venue at the designated date and time for the performance and is willing and able to perform but the Event is cancelled by the City on the day of the event, then Artist shall be paid the full Performance Fee.

7. **SALE OF MERCHANDISE.** City may permit Artist to sell merchandise at the Venue on the date of the Performance. City expressly reserves the right to withhold approval for merchandise sales by Artist. If approval for merchandise sales is granted by City, Artist may retain **ONE HUNDRED PERCENT (100%)** of Artist's gross merchandise sales. Artist shall provide City access to Artist's merchandise inventory and sales records.

8. **HOSPITALITY.** City will provide Artist **FOUR (4) hotel rooms for TWO (2) nights**. Artist will secure their own travel and transportation to and from venue.

9. **FORCE MAJEURE.** The term "Force Majeure" shall include delays, damages, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond the party's control including, without limitation: fire, flood, strikes and labor disputes, pandemic, local or statewide states of emergency, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions or any other like reason which is beyond the control of the respective party.

10. **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 Artist without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

11. **INSURANCE*.** Artist shall obtain general liability insurance issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-, as will provide

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coverage for claims for damages for bodily injury, including accidental death, as well as for claims for property damage. The amount of such insurance shall be not less than $200,000 for injury to one person arising out of a single incident and $400,000 for injuries to more than one person arising out of a single incident, and $200,000 for property damage with a reasonable deductible. Upon request by City, Artist shall provide City with certificates of insurance which shall list "City of Ocala, a Florida municipal corporation," as an Additional Insured. These insurance requirements do not relieve or limit the liability of Artist. Should Artist desire insurance protecting its personal property from casualty or damage while on the Venue, it will purchase such insurance, it being expressly understood that City is not obligated to purchase any insurance. The insurance required of Artist, or any other insurance of Artist shall be considered primary, and any insurance or self-insurance of City shall be considered excess, as may be applicable, to claims against City which may arise.

***Exceptions and exemptions to these insurance requirements may be allowed at the discretion of the City's HR/Risk Director on a case-by-case basis and evidenced by a separate waiver attached to this Agreement and incorporated herein.**

12. **INDEMNITY**. Artist shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the use of the venue by Artist or the use of any music, materials, devices, or processes that are patented, trademarked, franchised or subject to copyright.
13. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.
14. **JURY WAIVER**. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
15. **PUBLIC RECORDS.** The Artist shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Artist shall:
    A. Keep and maintain public records required by the public agency to perform the service.

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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 this chapter 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 the Artist 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 the Artist or keep and maintain public records required by the public agency to perform the service. If the Artist transfers all public records to the public agency upon completion of the contract, the Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Artist keeps and maintains public records upon completion of the contract, the Artist 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 THE ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'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.

16. **ASSIGNMENT.** This Agreement shall not be assigned by Artist without the prior written consent of City.
17. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
18. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
19. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
20. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third

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persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

21. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
22. **ELECTRONIC SIGNATURE(S).** Artist, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
23. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
24. **ENTIRE AGREEMENT.** This Agreement and the attached Riders, if any, contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. In the event of a conflict between the terms of this Agreement and the terms of any attached Riders, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement on 2/5/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

PGROOVE, LLC

By: Signed by:
Matthew McDonald
2D4059454A93485...

Matthew McDonald
Printed Name of Signatory

Managing Member
Title of Signatory

Certificate Of Completion

Envelope Id: A48C8083-C848-416D-8AC9-D3DDF078178E
Status: Completed
Subject: FOR SIGNATURE - REC/260435 PERPETUAL GROOVE BAND: FIRST FRIDAY ART WALK
Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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
2/2/2026 12:03:55 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Matthew McDonald msmmcdonald75@gmail.com Managing Member Security Level: Email, Account Authentication (None)	Signed by: Matthew McDonald 2D4059454A93485... Signature Adoption: Pre-selected Style Using IP Address: 2600:1700:e190:e280:a8a1:3458:f88e:a6f6	Sent: 2/2/2026 12:06:06 PM Viewed: 2/2/2026 2:03:26 PM Signed: 2/2/2026 2:05:44 PM
Electronic Record and Signature Disclosure: Accepted: 2/2/2026 2:03:26 PM ID: 20cc2779-ba0a-4eed-9548-0e9dd2cbe4e3		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/2/2026 2:05:45 PM Viewed: 2/5/2026 8:16:24 AM Signed: 2/5/2026 8:16:38 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/5/2026 8:16:39 AM Viewed: 2/5/2026 8:20:51 AM Signed: 2/5/2026 8:23:47 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/5/2026 8:23:48 AM Viewed: 2/5/2026 9:01:52 AM Signed: 2/5/2026 9:02:05 AM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 2/5/2026 9:01:52 AM ID: efe015a8-789a-4621-a703-151597937aa9		

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/2/2026 12:06:06 PM
Certified Delivered	Security Checked	2/5/2026 9:01:52 AM
Signing Complete	Security Checked	2/5/2026 9:02:05 AM
Completed	Security Checked	2/5/2026 9:02:05 AM

Payment Events	Status	Timestamps

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.

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AGREEMENT FOR ARTWORK LOAN AND DISPLAY

THIS AGREEMENT FOR ARTWORK LOAN AND DISPLAY ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **RONDA RICHLEY** ("Artist").

WHEREAS, City is a municipality which regularly utilizes its public spaces to provide exhibit space to local and regional artists for the benefit, use, and enjoyment of its citizens and visitors; and

WHEREAS, Artist is the creator and exclusive owner of certain artwork identified and set forth in the attached **Exhibit A - Artwork** (the "Artwork") and all intellectual property rights therein; and

WHEREAS, Artist desires to loan the Artwork to City for public display and sale; and

WHEREAS, City agrees to display the Artwork in certain of its public spaces as set forth herein for the term of this Agreement for the benefit, use, and enjoyment of its citizens and visitors (hereinafter referred to as the "Exhibition").

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **RECITALS**. City and Artist hereby represent and warrant that the Recitals set forth above are true and correct.
2. **LOAN, USE, CREDIT, AND SALE OF ARTWORK.** Artist grants to City a loan of the Artwork for public display during the City of Ocala's **PASSIONATE MUSICIANS** exhibition, at **CITY HALL,** located at **110 SE WATULA AVE, OCALA FL 34471**from **MARCH 16, 2026,** through **JULY 16, 2026**.
   A. **Licensed Use.** Artist shall retain all copyrights and other intellectual property rights to the Artwork. Artist hereby expressly grants to City:
      (i) the right to display the Artwork in its public spaces; and
      (ii) an irrevocable right to photograph or film images of the Artwork and use such photographs and film for reproduction in publications now known or later developed by City or for educational, publicity or promotional purposes, provided that such use shall not be for commercial purposes. This grant shall survive the termination of this Agreement.
   B. **Artistic Credit.** City may display with the Artwork information identifying Artist as the creator of the Artwork ("Artistic Credit"). Artist shall be responsible for providing City with Artistic Credit information at the time that the Artwork is transferred to City.
   C. **City's Right to Refuse Artwork**. Artist acknowledges and agrees that City has the right to refuse to exhibit any piece of the Artwork in the City's sole discretion at any time and for any reason including, without limitation, available space, relevance, and content.
   D. **Sale of Artwork.** For any Artwork that has been selected by Artist to be for sale at the Exhibition, City shall include with its display of the Artistic Credit for the Artwork contact information for those persons interested in purchasing the Artwork. All sales and related negotiations for the Artwork shall be the sole responsibility of Artist. Any artwork sold during the Exhibition must remain on-site for the duration of the term of this Agreement, or any subsequent renewal term, unless authorized by City or its authorized representative. Artist shall pay to the City **THIRTY PERCENT (30%)** of the gross receipts generated from Artwork sales during the term of this agreement. City shall have the right to audit or to authorize audits of Artist's books, records, and accounts relevant to its obligations under this Agreement. If any audit performed by City discloses an under-reporting of gross receipts, Artist shall pay to City any amounts due under this Agreement within **FIFTEEN (15)** calendar days of written notice by City.

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3. **LOAN PERIOD, RENEWAL AND TERMINATION.** The Artwork Loan Period ("Loan Period") shall begin on **MARCH 16, 2026,** and shall end on **JULY 16, 2026,** unless otherwise renewed or terminated pursuant to this Agreement.
   A. **Renewal**. The Loan Period may be renewed or extended upon the written consent of both parties, which shall specify the length of the term and any additional consideration exchanged during such renewal.
   B. **Termination**. 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. City shall provide written notice of the termination to Artist and coordinate arrangements for the removal of the Artwork.
4. **TRANSFER, INSTALLATION, CARE, AND REMOVAL OF ARTWORK.** Artist shall deliver, or cause to be delivered, the Artwork to City on or before **MARCH 16, 2026.** Artist shall retrieve the Artwork, or cause the artwork to be retrieved, from City no earlier than **JULY 16, 2026,** unless otherwise agreed to by the parties.
   A. **Delivery of Artwork**: City shall take possession of the Artwork at **CITY HALL,** located at **110 SE WATULA AVENUE, OCALA, FLORIDA 34471**; or at such other City property or City website that the City deems appropriate from time to time. All costs incurred in connection with the delivery and/or shipment of the Artwork from the Artist to the City shall be borne by Artist. City has the right to relocate the Artwork to other City-owned sites during the Loan Period. City shall provide reasonable notice to Artist of its intent to relocate the Artwork, however, City's decision regarding relocation of the Artwork is final and may occur at any time.
   B. **Condition of Artwork Upon Transfer to City**: The absence of any notation in this Agreement as to the condition of the Artwork at the time it is received by City shall not be construed to mean that the Artwork was in good condition upon receipt. Prior to installation, Artist shall assume all risk of loss or damage to the Artwork and shall take such measures as are reasonably necessary to protect the Artwork from loss or damage.
   C. **Installation and De-Installation of Artwork**: City shall supervise the installation and de-installation of the Artwork while the Artwork is in the possession of City. Artist agrees to take all actions reasonably necessary to facilitate the City's timely, safe, and cost-effective installation and de-installation of the Artwork.
   D. **Surrender and Removal of Artwork**: The Artwork shall be returned or released to Artist or Artist's authorized representative. All costs incurred in connection with the delivery and/or shipment of the Artwork from the City to the Artist shall be borne by the Artist. City reserves the right to request the immediate removal of the Artwork from City's public spaces at any time by sending written notice to Artist.
   E. **Abandonment of Artwork:** Artist's failure to remove the Artwork within **SIXTY (60)** days after the expiration of this Agreement, or after otherwise being provided with written request from City for immediate removal of the Artwork, such Artwork shall be deemed to be abandoned and shall become property of City and City shall have the right to dispose of the Artwork and any other items related thereto in any manner deemed appropriate in the sole discretion of the City. Under no circumstances shall City be obligated to ship or otherwise transport the Artwork.
5. **CONSIDERATION** Artist acknowledges and agrees that as consideration for the services rendered by Artist under this Agreement, the City shall provide Artist with the opportunity to exhibit and market the Artwork in a public forum, thereby increasing Artist's recognition and likelihood of selling the Artwork. City shall not otherwise compensate Artist for use of the Artwork pursuant to this Agreement or reimburse Artist for any expenses incurred in providing the Artwork.

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6. **ARTIST'S WARRANTIES AND REPRESENTATIONS**. Artist warrants and represents as follows:
   A. Artist is the sole owner of and has full legal title to all objects that constitute the Artwork under this Agreement;
   B. Artist has full authority and power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;
   C. The installation and removal of the Artwork will not unacceptably damage or alter the Artwork;
   D. The total value of the Artwork is in the amounts noted on the attached **Exhibit A - Artwork**.
   E. Nothing in the Artwork defames any person or entity, infringes upon any copyright, or otherwise violates the rights of any third party.
7. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.
8. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
9. **INDEMNIFICATION.** Artist shall indemnify and hold harmless City and its elected officials, employees and volunteers against any and all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City may sustain or which may be asserted against City or its elected officials, employees, and volunteers arising out of the activities contemplated by this Agreement including, without limitation, any action, claim, suit, or liability based on a claim that work performed under this Agreement by Artist, or Artist's agents or subcontractors, constitutes an infringement of any patent, copyright, trademark, trade name, or other proprietary right of any kind. This Section shall survive the termination or other expiration of this Agreement. Artist shall advise City, in writing, within **TWENTY-FOUR (24)** hours of any known claim or demand made against the City or Artist relating to or arising out of Artist's activities under this Agreement.
10. **MAINTENANCE OR REPAIR OF ARTWORK.** City agrees to ensure that the Artwork will be maintained and protected to the extent practical. Artist shall supply City with any written maintenance instructions for the Artwork as applicable. In the event of damage to the Artwork requiring restoration or repair, the City shall, if practicable, offer the Artist the first opportunity to restore or repair the Artwork and, in any case, shall consult with the Artist with respect to the restoration or repairs. If no response is received from the Artist within **FIVE (5)** business days, City shall have the right to proceed in any manner listed below and shall provide notice to Artist of its intended course of action:
    A. City may repair the Artwork at its own expense after providing reasonable notice to Artist of the intended course of action and the associated costs prior to undertaking such repairs. Within **FIVE (5)** business days of receipt of such notice, Artist shall have the right to provide City with written notice of its denial of City's proposed repair and its election undertake the repairs itself, but in any such case Artist shall pay any costs exceeding the cost estimate provided in City's notice.
    B. City may de-install and surrender possession of the Artwork to Artist pursuant to Paragraph 4, above
11. **RISK OF LOSS DURING LOAN PERIOD.** The risk of loss or damage to the Artwork during the Loan Period shall be the responsibility of the City upon acceptance of the Artwork by City.
    A. City shall list the Artwork on its schedule of insured property for which it is self-insured and on any property and casualty insurance purchased by the City for the benefit and protection of

Artist in the event the Artwork is damaged or destroyed by an act which would be an insurable risk under either the City's self-insurance and/or purchased insurance protections, consistent with the City's legal ability to do so in accordance with the requirements and restrictions of Florida Statute § 768.28.

B. During the Loan Period, the City shall insure the Artwork against damage or loss in an amount equal to the lesser of: (a) the amounts set forth in **Exhibit A - Artwork**; or (b) $15,000.00. The amounts set forth in **Exhibit A – Artwork** are the Artist's estimate of fair market value and does not preclude the City from later disputing the claimed fair market value.

C. The City's obligation to provide insurance for the Artwork is solely for the duration of the Loan Period and only while the Artwork is in the possession and control of City. City shall have no liability for damage or destruction that may occur during transportation to or from the City, during installation, or during removal.

12. **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.

13. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Artist:	Ronda Richley 8332 SW 92nd Cir, Ocala, FL 34481 Phone: 407-466-6365 E-mail: rondarichley@gmail.com
If to City of Ocala:	Daphne M. Robinson, Esq. Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 Email: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, FL 34471 Phone: 352-401-3972 E-Mail: cityattorney@ocalafl.gov

14. **ACCESS TO FACILITIES**. City shall provide Artist with access to all City facilities as is reasonably necessary for Artist to perform its obligations under this Agreement.

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15. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
16. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
17. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
18. **ATTORNEY'S FEES.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
19. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
20. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
21. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons

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to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

22. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
24. **ELECTRONIC SIGNATURE(S).** Artist, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
25. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement supersedes any previous agreements for the Artwork referenced herein.
26. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 2/2/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Peter Lee
5BB28E162F2E4C2...

Peter Lee
City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

ARTIST

DocuSigned by:
Ronda Richley
B164E53A98D24B6...

Ronda Richley

Docusign Envelope ID: 8CA32202-C3E5-4360-A16E-FF16EB95AB1D

Exhibit A- Artwork

Passionate Musicians/ March 16, 2026-July 16, 2026



On the Road Again	Cajun Beat	Mardi Gras Time	The Saxman	The Sharp Dressed Man
24” x 36”	36” x 24”	36” x 24”	40” x 30”	48’’ x 30’’
Acrylic	Acrylic	Acrylic	Acrylic	Acrylic
$1,195	$1,195	$1,195	$1,395	$1,595

Docusign Envelope ID: 8CA32202-C3E5-4360-A16E-FF16EB95AB1D

Exhibit A- Artwork

Passionate Musicians/ March 16, 2026-July 16, 2026

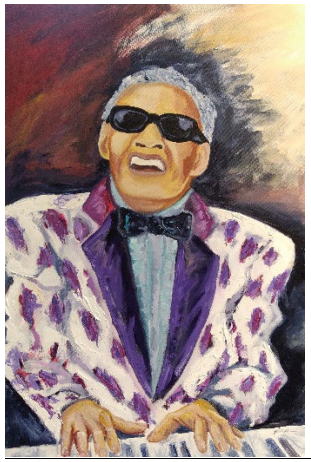


The Bass Man	The Jazz Man	Jamaican Jam	Try	A Piece of My Heart
48” x 30”	40” x 30”	40” x 30”	40” x 30”	36’’ x 24’’
Acrylic	Oil	Acrylic	Acrylic	Acrylic
$1,595	$1,995	$1,395	$1,395	$1,195

Docusign Envelope ID: 8CA32202-C3E5-4360-A16E-FF16EB95AB1D

Exhibit A- Artwork

Passionate Musicians/ March 16, 2026-July 16, 2026









Georgia on My Mind 36” x 24” Acrylic $1,195	Voodoo Child 24” x 36” Acrylic $1,195	Bluez 1 8” x 8” Acrylic $100	Bluez 2 10” x 10” Acrylic $125	Bluez 3 10’’ x 10’’ Acrylic $125

Docusign Envelope ID: 8CA32202-C3E5-4360-A16E-FF16EB95AB1D

Exhibit A- Artwork

Passionate Musicians/ March 16, 2026-July 16, 2026








Concerto in the Three Minor Hearts 30” x 40” Acrylic $1,795	Music From My Heart 24” x 24” Acrylic $595	Freddie 24” x 24” Oil $495	STOP! 48” x 60” Oil $3,495	The HasBeens 30’’ x 48’’ Acrylic $1,495

Docusign Envelope ID: 8CA32202-C3E5-4360-A16E-FF16EB95AB1D

Exhibit A- Artwork

Passionate Musicians/ March 16, 2026-July 16, 2026



Always	Believe	Dream	Harmony	Hope
12” x 12”	12” x 12”	12” x 12”	12” x 12”	12’’ x 12’’
Acrylic	Acrylic	Acrylic	Acrylic	Acrylic
$195	$195	$195	$195	$195

Docusign Envelope ID: 8CA32202-C3E5-4360-A16E-FF16EB95AB1D

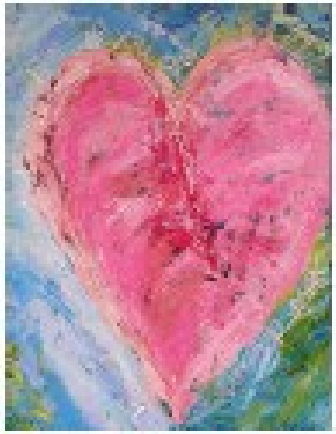
Exhibit A- Artwork

Passionate Musicians/ March 16, 2026-July 16, 2026









Live Heart	Music Moves My Soul	Purple Haze 2	Soar to New heights
12” x 12”	16” x 8”	16” x 16”	40’’ x 30’’
Acrylic	Acrylic	Mixed Media	Acrylic and oil
$195	$75	$295	$1,395

Docusign Envelope ID: 8CA32202-C3E5-4360-A16E-FF16EB95AB1D

Exhibit A- Artwork

Passionate Musicians/ March 16, 2026-July 16, 2026



Strong 12” x 12” Acrylic $195	Sweet 16 48” x 48” Acrylic and Oil $2,495	There’s Music in My Heart 30” x 30” Acrylic $595	True 12” x 12” Acrylic $195

Docusign Envelope ID: 8CA32202-C3E5-4360-A16E-FF16EB95AB1D

VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

Ronda Richley

VENDOR NAME

8332 SW 92nd Cir, Ocala FL 34481

VENDOR STREET ADDRESS, CITY, STATE, ZIP CODE

VENDOR acknowledges and understands that prior to commencement of an Agreement with the City of Ocala (the "City") and until completion of all obligations under said agreement, all vendors desiring to provide services to the City or to hold special events on City property are required to procure and maintain, for the life of said Agreement, the following types and limitations of liability insurance:

- **Commercial General Liability Insurance** identifying the City, a political subdivision of the State of Florida, and its officials, employees, and volunteers as additional insureds with an endorsement equal or broader to CG 20 26 04 13 from and against all claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons or damage to or loss of property arising out of or in any manner connected with the Vendor's services or event in the amounts of not less than ONE MILLION DOLLARS ($1,000,000.00) PER OCCURRENCE and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

VENDOR acknowledges and understands that **unless** CITY provides a written waiver of the insurance requirements, the failure of VENDOR to obtain and maintain the required insurance shall constitute a breach of contract.

By signing below, VENDOR intends for this document to serve as its written request for waiver of the foregoing insurance requirements for the following special event to occur on March 2026-July 2026 (IDENTIFY DATE HERE): EVENT DESCRIPTION:

Art Exhibition at City Hall

In exchange for and acceptance of CITY's waiver of the foregoing insurance requirements, VENDOR, including its successors and assigns, does hereby covenant and agree to indemnify, hold harmless, and defend the City of Ocala and its elected officials, employees, and volunteers from and against any and all claims, actions, liability, loss, damage, injury, death, or expense of any and every kind which may accrue or be suffered by any person, partnership, or other entity of any kind, in whole or in part from the intentional or negligent acts or omissions of VENDOR or its employees, agents, subcontractors, successors, or assigns. In the event that any suit or action is brought against CITY, its elected officials, employees, or volunteers for any of the claims described herein, VENDOR, its successors and assigns shall defend the suit or action at VENDOR'S sole cost and expense and shall fully satisfy any judgment that is rendered against CITY, its elected officials, employees, or volunteers, or any combination thereof.

Docusign Envelope ID: 8CA32202-C3E5-4360-A16E-FF16EB95AB1D

From: Richard Dennis
To: Jamie Antonetti
Subject: FW: Insurance Waiver for Art in City Spaces
Date: Thursday, January 22, 2026 9:02:21 AM
Attachments: Richley Insurance Ack. Waiver PDF Fillable.pdf
image001.png
image002.png

IN WITNESS WHEREOF, the VENDOR sets its hand this 14 day of January, 2025.

Ronda Richley — this is how it signed it.

VENDOR SIGNATURE

Ronda Richley

VENDOR PRINTED NAME

Richard Dennis

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☒ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:
1/22/26 (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE
_____ (Date)

From: Jamie Antonetti <jantonetti@ocalafl.gov>
Sent: Thursday, January 22, 2026 8:58 AM
To: Richard Dennis <rdennis@ocalafl.gov>
Subject: Insurance Waiver for Art in City Spaces

Good morning, Richard

Attached is the Hold Harmless Agreement for Ronda Richley, exhibiting artist for Art in City Spaces at City Hall.

- Vendor: artist
- Vendor Activities/Services: Display of artwork at City Hall.
- Date(s) Vendor will be onsite: 3/16/2026-7/16/2026
- Reason for Waiver: exhibiting artist

Please let me know if there's anything else you need.

Best regards,

Jamie Antonetti

Docusign Envelope ID: 8CA32202-C3E5-4360-A16E-FF16EB95AB1D

IN WITNESS WHEREOF, the VENDOR sets its hand this 14 day of January, 2025.

Ronda Richley this is how it signed it,

VENDOR SIGNATURE

Ronda Richley

VENDOR PRINTED NAME

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☐ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:
_____ (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE
_____ (Date)

Certificate Of Completion

Envelope Id: 8CA32202-C3E5-4360-A16E-FF16EB95AB1D
Status: Completed
Subject: SIGNATURE - Agreement for Artwork Loan and Display - Ronda Richley (GRM/260438)
Source Envelope:
Document Pages: 16
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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
1/30/2026 12:51:17 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Ronda Richley rondarichley@gmail.com Security Level: Email, Account Authentication (None)	DocuSigned by: Ronda Richley B164E53A98D24B6... Signature Adoption: Pre-selected Style Using IP Address: 174.66.107.195	Sent: 1/30/2026 12:53:07 PM Viewed: 1/30/2026 1:12:06 PM Signed: 2/2/2026 8:42:14 AM
Electronic Record and Signature Disclosure: Accepted: 1/30/2026 1:12:06 PM ID: 3126d8b1-369c-452e-baec-2962626476da		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/2/2026 8:42:15 AM Viewed: 2/2/2026 11:30:17 AM Signed: 2/2/2026 11:39:56 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/2/2026 11:39:57 AM Viewed: 2/2/2026 2:01:43 PM Signed: 2/2/2026 2:02:17 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/2/2026 2:02:18 PM Viewed: 2/2/2026 2:03:00 PM Signed: 2/2/2026 2:03:14 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 2/2/2026 2:03:00 PM ID: bf0eb9ed-9ec1-43f2-95d2-9a00561b5d9d		

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/30/2026 12:53:07 PM
Envelope Updated	Security Checked	1/30/2026 2:42:09 PM
Envelope Updated	Security Checked	1/30/2026 2:42:09 PM
Envelope Updated	Security Checked	1/30/2026 2:42:09 PM
Envelope Updated	Security Checked	1/30/2026 2:42:10 PM
Envelope Updated	Security Checked	1/30/2026 2:42:10 PM
Certified Delivered	Security Checked	2/2/2026 2:03:00 PM
Signing Complete	Security Checked	2/2/2026 2:03:14 PM
Completed	Security Checked	2/2/2026 2:03:14 PM

Payment Events	Status	Timestamps

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.

Docusign Envelope ID: 63032DEA-3837-4E9B-A843-AD1147CA73B9

AGREEMENT FOR PROVISION AND INSTALLATION OF GATE

THIS AGREEMENT FOR PROVISION AND INSTALLATION OF GATE ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MATERIAL HANDLING SYSTEMS, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 65-0595039) ("Contractor").

R E C I T A L S :

WHEREAS, City is in need of a gate to be installed at the Ocala Fiber Network facility, located at 3001 NE 21st Street, Ocala, FL 34470; and

WHEREAS, City requested quotations from three (3) contractors (the "Solicitation") and, after consideration of price and other evaluation factors set forth in the Solicitation, the quotation submitted by Material Handling Systems, Inc., was found to be the lowest; and

WHEREAS, Material Handling Systems, Inc., was chosen as the intended awardee to provide and install a gate at the Ocala Fiber Network facility (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project; and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

T E R M S O F A G R E E M E N T :

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the quote submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Price Proposal (A-1 through A-3)

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A – Price Proposal** and the Solicitation Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor a maximum limiting amount of **SEVEN THOUSAND, TWO HUNDRED AND NO/100 DOLLARS ($7,200)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the pricing schedule in **Exhibit A – Price Proposal** and other requirements set forth in the Contract Documents. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.

Docusign Envelope ID: 63032DEA-3837-4E9B-A843-AD1147CA73B9

A. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice at the completion of the Project once all final inspections have been approved through the responsible City Project Manager at: **City of Ocala Facilities Management Department**, Attn:_**Charles Stewart**, Address: **1805 NE 30th Avenue, Building 200, Ocala, Florida 34470**; E-Mail: cstewart@ocalafl.gov.

B. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

C. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

D. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

E. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

F. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

A. Contractor shall mobilize and commence work no later than **FOURTEEN (14)** working days from the date of issuance of a Notice to Proceed for the Project by City. At no time will the Contractor be allowed to lag behind.

B. **All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager, and work shall achieve Final Completion and be ready for final payment no later than THIRTY (30) days after Substantial Completion of the Project**.

C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain

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more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

D. **Weather Days:** Contractor shall submit a written request to the City Project (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work shall be considered in the determination for granting additional days.

E. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.

F. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.

6. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

7. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

8. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.

   A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the

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Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

9. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
      (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
      (2) Contractor provides material that does not meet the specifications of the Agreement;
      (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
      (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

   B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

   C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
      (1) City shall be entitled to terminate this Agreement without further notice;
      (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;

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(3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and

(4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; (ii) any other remedy as provided by law.

D. **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.

10. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **THREE (3)** years from the date of Final Completion. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **THREE (3)** years from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.
11. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
12. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
13. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.

B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.

C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.

D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.

E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

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F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

14. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
    A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
    C. Contractor shall be responsible to see that the finished work complies accurately with this Agreement and the intent thereof.
    D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, including, but not limited to obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
    E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
    F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
    G. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

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16. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES**. City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City, if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
    A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.
    B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.
17. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
18. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.
19. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
20. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of Commercial General Liability insurance with limits not less than:
    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
    C. Policy must include coverage for contractual liability and independent contractors.
    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

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21. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

    A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

    B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

    C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

22. **ADDITIONAL INSURANCE REQUIREMENTS.**

    A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

    B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty to include any loss not covered because of the operation of such deductible, co-insurance penalty, or coverage exclusion or limitation.

    C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

    D. **City as an Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk

Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include, or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

23. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
    A. All employees on the work and other persons that may be affected thereby;
    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

24. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.
    A. In addition to the requirements set forth in its bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.

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B. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

25. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

26. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

27. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

28. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

29. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither

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Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

30. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
31. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
32. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
33. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the 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 the 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 the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

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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.

34. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
35. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
36. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
37. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
38. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
39. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
40. **INDEMNITY.** Contractor shall indemnify, defend, and hold harmless City and its elected officials, employees and volunteers against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful acts of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights

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granted to or exercised by Contractor.

41. **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.

42. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Material Handling Systems, Inc. Attention: Nicole House 2502 JMT Industrial Drive, Unit 109 Apopka, Florida 32703 Phone: 954-391-5452 E-mail: orlandosales@mhscrane.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: wsexton@ocalafl.gov

43. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

44. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED

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HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

45. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the state of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the state of Florida.
46. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
47. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
48. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
49. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
50. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
51. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
52. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
53. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a

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duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

54. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

55. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 2/3/2026.

ATTEST:

Signed by: Angel B. Jacobs 8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by: Ken Whitehead 5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8ABED04F3...

William E. Sexton, Esq.
City Attorney

MATERIAL HANDLING SYSTEMS, INC.

DocuSigned by: Ronald Fontes 08A1183F79504A6...

By: Ronald Fontes
(Printed Name)

Title: President
(Title of Authorized Signatory)

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MHS
www.MHScrane.com

MATERIAL HANDLING SYSTEMS INC.

Scan QR Code to view our website

Q3160-254

August 21, 2025
Valid for 30 days

TO: City of Ocala – Facilities
1805 NE 30th Avenue
Ocala, FL 34470
Attn: Gary Crews / Chris St John / Charles Stewart
Phone: 352-844-6477 / 352-629-8442 / 352-484-3807
Email: gcrews@ocalafl.gov; cstjohn@ocalafl.gov; cstewart@ocalafl.gov

SUBJECT: Labor to install Lift Master gate controller on 16' cantilever

NOTE: City providing at the time of installation:

- Lift Master SL3000501UL
- Cement pad with conduit
- All wiring leading to the controller, installed in conduit and properly labeled.

ESTIMATE	Qty	Rate	Tax	Total
Labor – Regular Hours	16	$85.00	$0.00	$1,360.00
Labor – Overtime Hours	8	$130.00	$0.00	$1,040.00

TOTAL: _____ $2,400.00

Please review the quote and contact me to schedule your repairs.

Robert Arnold
Central Florida, Manager
E-mail: orlandomanager@mhscrane.com
Phone: 407-450-6309

Nicole House
Sales Coordinator, Orlando Branch
Email: orlandosales@mhscrane.com
Phone: 954-391-5452

Docusign Envelope ID: 63032DEA-3837-4E9B-A843-AD1147CA73B9

MHS
www.MHScrane.com

MATERIAL HANDLING SYSTEMS INC.

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Q3161-254

August 21, 2025
Valid for 30 days

TO: City of Ocala – Facilities
1805 NE 30th Avenue
Ocala, FL 34470
Attn: Gary Crews / Chris St John / Charles Stewart
Phone: 352-844-6477 / 352-629-8442 / 352-484-3807
Email: gcrews@ocalafl.gov; cstjohn@ocalafl.gov; cstewart@ocalafl.gov

SUBJECT: Labor to install Lift Master gate controller on 20' cantilever

NOTE: City providing at the time of installation:

- Lift Master SL3000501UL
- Cement pad with conduit
- All wiring leading to the controller, installed in conduit and properly labeled.

ESTIMATE	Qty	Rate	Tax	Total
Labor – Regular Hours	16	$85.00	$0.00	$1,360.00
Labor – Overtime Hours	8	$130.00	$0.00	$1,040.00

TOTAL: _____ $2,400.00

Please review the quote and contact me to schedule your repairs.

Robert Arnold
Central Florida, Manager
E-mail: orlandomanager@mhscrane.com
Phone: 407-450-6309

Nicole House
Sales Coordinator, Orlando Branch
Email: orlandosales@mhscrane.com
Phone: 954-391-5452

Docusign Envelope ID: 63032DEA-3837-4E9B-A843-AD1147CA73B9

MHS
www.MHScrane.com

MATERIAL HANDLING SYSTEMS INC.

Scan QR Code to view our website

Q3162-254

August 21, 2025
Valid for 30 days

TO: City of Ocala – Facilities
1805 NE 30th Avenue
Ocala, FL 34470
Attn: Gary Crews / Chris St John / Charles Stewart
Phone: 352-844-6477 / 352-629-8442 / 352-484-3807
Email: gcrews@ocalafl.gov; cstjohn@ocalafl.gov; cstewart@ocalafl.gov

SUBJECT: Labor to install Lift Master gate controller on 25' cantilever

NOTE: City providing at the time of installation:

- Lift Master SL3000501UL
- Cement pad with conduit
- All wiring leading to the controller, installed in conduit and properly labeled.

ESTIMATE	Qty	Rate	Tax	Total
Labor – Regular Hours	16	$85.00	$0.00	$1,360.00
Labor – Overtime Hours	8	$130.00	$0.00	$1,040.00

TOTAL: _____ $2,400.00

Please review the quote and contact me to schedule your repairs.

Robert Arnold
Central Florida, Manager
E-mail: orlandomanager@mhscrane.com
Phone: 407-450-6309

Nicole House
Sales Coordinator, Orlando Branch
Email: orlandosales@mhscrane.com
Phone: 954-391-5452

Certificate Of Completion

Envelope Id: 63032DEA-3837-4E9B-A843-AD1147CA73B9
Status: Completed
Subject: SIGNATURE: Gate Installation Agreement (OFN) - Material Handling Systems, Inc. (FAC/260390)
Source Envelope:
Document Pages: 18
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
1/21/2026 8:55:02 AM
Holder: April Adolf
aadolf@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Ronald Fontes ron@mhscrane.com President Security Level: Email, Account Authentication (None)	DocuSigned by: Ronald Fontes 08A1183F79504A6... Signature Adoption: Pre-selected Style Using IP Address: 12.15.35.227	Sent: 1/21/2026 10:38:20 AM Viewed: 1/21/2026 12:11:05 PM Signed: 1/21/2026 12:13:39 PM
Electronic Record and Signature Disclosure: Accepted: 1/21/2026 12:11:05 PM ID: da5299cc-5475-4815-9253-0d23e37d713a		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/21/2026 12:13:41 PM Viewed: 1/27/2026 3:43:33 PM Signed: 1/27/2026 3:46:22 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/27/2026 3:46:23 PM Viewed: 1/28/2026 8:53:18 AM Signed: 2/3/2026 2:12:43 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/3/2026 2:12:44 PM Viewed: 2/3/2026 2:57:03 PM Signed: 2/3/2026 2:57:29 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 2/3/2026 2:57:03 PM ID: a9b237f6-cebb-4ebf-b3dd-4a406ae9bc0f		

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

Carbon Copy Events	Status	Timestamp
Danielle Fontes danielle.fontes@mhscrane.com COO Material Handling Systems Inc Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/21/2026 10:35:27 AM ID: 1276735e-3f55-4fde-835e-11acff12d4f9	COPIED	Sent: 1/21/2026 10:38:22 AM
Nicole House orlandosales@mhscrane.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/21/2026 9:50:21 AM ID: 1247012d-8dfd-4e8b-915d-41aa66509208	COPIED	Sent: 1/21/2026 9:50:49 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/21/2026 9:36:20 AM
Certified Delivered	Security Checked	2/3/2026 2:57:03 PM
Signing Complete	Security Checked	2/3/2026 2:57:29 PM
Completed	Security Checked	2/3/2026 2:57:29 PM

Payment Events	Status	Timestamps

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.

Docusign Envelope ID: EC8BD098-57D6-4D6D-8F8C-7DE9AD3EA5F3

Marion County Day
2026 Vendor Hold Harmless

Event Date: Saturday, March 28, 2026
10:00 a.m. - 3:00 p.m.

Setup Times: Friday, March 27, 2026 from 6:00-8:00 p.m. and
Saturday, March 28, 2026 from 7:00-9:00 a.m.

By signing below, you ("Vendor") accept and acknowledge the following Hold Harmless. Precaution shall be exercised at all times by the Vendor for the protection of all persons, including employees, and property. The Vendor shall comply with all laws, regulations, or ordinances relating to safety and health, and shall make special effort to detect hazardous conditions and take prompt action where safety measures should reasonably be expected. Vendor shall indemnify and hold harmless Marion County, its officers, employees and agents from all suits, claims, or actions of every name and description brought against Marion County based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of the Vendor or its employees, volunteers, officers, or agents while performing services for the Marion County event. *See Below

Vendor/Participant Name or Business: City of Ocala

Signature: DocuSigned by: Ken Whitehead 5677F71E38874F4... **Date:** 2/2/2026

Representative Name (Printed): Ken Whitehead **Title:** Assistant City Manager

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...

*The City of Ocala's indemnity is limited, however, to the limits set forth in Florida Statute 768.28 in force at the time this agreement was entered into by the parties. Nothing in this agreement is intended to waive the sovereign immunity protections provided to the City of Ocala pursuant to Florida law.

Certificate Of Completion

Envelope Id: EC8BD098-57D6-4D6D-8F8C-7DE9AD3EA5F3
Status: Completed
Subject: FOR SIGNATURE - Marion County Day - Hold Harmless Agreement
Source Envelope:
Document Pages: 1
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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
1/29/2026 2:09:44 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/29/2026 2:10:43 PM Viewed: 1/30/2026 4:25:32 PM Signed: 1/30/2026 4:25:48 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/30/2026 4:25:49 PM Viewed: 2/2/2026 8:23:07 AM Signed: 2/2/2026 8:24:43 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/29/2026 2:10:43 PM
Certified Delivered	Security Checked	2/2/2026 8:23:07 AM
Signing Complete	Security Checked	2/2/2026 8:24:43 AM
Completed	Security Checked	2/2/2026 8:24:43 AM

Payment Events	Status	Timestamps

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.

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AGREEMENT FOR PERFORMANCE SERVICES

THIS AGREEMENT FOR PERFORMANCE SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **HG MUSIC LLC D/B/A KÜF KNOTZ & CHRISTINE ELISE** ("Artist").

In consideration for the following covenants, conditions, and promises, City agrees to engage Artist for the Performance described below, and Artist agrees to provide services at such Performance under the following terms and conditions:

1. **PERFORMANCE**. City hereby engages Artist to furnish, and Artist agrees to provide **TWO (2)** sets each approximately **SIXTY (60) MINUTES** in length with **ONE (1)** twenty-minute break on **APRIL 11, 2026**, beginning at **1:00 P.M.**, and ending at **3:20 P.M.** (the "Performance"). In the event of inclement weather, the Rescheduled Date shall be on **APRIL 18, 2026**.
   A. City shall provide up to **FIVE HUNDRED AND NO/100 DOLLARS ($500)** in value as backline instruments for performance.
   B. The load in, set up and sound check time on the date of the Performance, or on Rescheduled Date, shall be at **12:00 P.M.**
   C. Exact time of scheduled Performance may change at City's discretion.
2. **VENUE.** The Performance shall take place at an outdoor venue at **TUSCAWILLA ART PARK STAGE** located at **213 NE 5TH STREET, OCALA, FLORIDA 34470**, during the 2026 Tuscawilla Art Park Literary and Poetry Festival (the "Event").
3. **COMPENSATION**. Artist shall be paid the total sum of **TWO THOUSAND, FOUR HUNDRED AND NO/100 DOLLARS ($2,400)** for the entire Performance (the "Performance Fee") payable as follows:
   A. The City shall pay a lump sum to Artist equal to **ONE THOUSAND, TWO HUNDRED AND NO/100 DOLLARS ($1,200)** by check made payable to **HG MUSIC LLC** as a deposit towards the Performance Fee set forth above due upon countersigned contract. This deposit may be fully refundable to City pursuant to the terms set forth in Paragraph 7 below.
   B. City shall remit payment for the remaining balance of the Performance Fee, in the amount of **ONE THOUSAND, TWO HUNDRED AND NO/100 DOLLARS ($1,200)**, via hand-delivery to Artist immediately following the Performance unless the parties otherwise agree.
4. **EXCLUSIVE PERFORMANCE.** Artist agrees not to accept any other engagement of any sort or kind within a radius of **THIRTY (30)** miles of the Venue (as identified in Section 2 above) for the time period **THIRTY (30) DAYS** prior to the date of the Performance (as identified in Section 1 above).
5. **AMOUNTS DUE TO THE CITY.** Artist must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Artist may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
6. **PERFORMANCE POLICY AND ARTIST RESPONSIBILITIES**. Artist's Performance must be suitable for family audiences. Artist and its employees and/or agents shall perform and conduct themselves in a manner that is consistent with City standards as specified below. Artist's failure to abide by the provisions of this Paragraph shall constitute a material breach of this Agreement at which time City shall have the right to immediately cancel the Performance and dismiss Artist from the Venue, and Artist shall forfeit any remaining compensation due under Paragraph 3 above:
   A. **Smoking and Prohibited Substances**: The use of alcohol, illegal drugs, or other controlled substances by Artist, its employees and/or agents during the Performance is strictly prohibited. Artist shall not perform while under the influence of alcoholic beverages, illegal drugs or other controlled substances. Venue is a non-smoking facility, and no smoking is permitted

within the provided hospitality space or within thirty (30) feet of egress doorways. All smoking must take place in outdoor designated areas.

B. **Prohibited Conduct**: Artist's Performance must be suitable for family audiences and Artist, its employees, and/or agents agree to conduct themselves in a professional and courteous manner in compliance with City standards at all times during the performance of their duties under this Agreement. Examples of behavior, dress, and/or language considered to be inconsistent with City standards include, but is not limited to, that which:
   (i) demeans and/or exploits persons on the basis of gender, race, or other grounds;
   (ii) references alcohol, drugs, obscene acts, or other explicit subjects;
   (iii) contains political references, religious proselytizing, discriminatory, or sexually explicit language or images.

C. **Sound and Lighting**: Artist agrees to use the sound and lighting services and personnel provided by the City for the audio and lighting reinforcement of the Performance. Artist agrees that all decisions regarding sound and lighting shall be made solely by City and/or City's production team and will abide by them accordingly.

D. **Stage Access**: Artist acknowledges that stage entry is permitted to Artist, and personnel in capacity for performance and setup. The City will limit stage access to city staff, production staff, and approved community partners and/or sponsors. The public is not permitted on stage before, during, or after the performance.

E. **Pyrotechnics**: Artist shall not be permitted to have or use any type of electronic or pyrotechnic display that in any way creates a hazardous condition for the audience

F. **Copyrights and Licenses**: Artist shall be responsible for obtaining any and all necessary licenses or authorizations related to the provision of its services under this agreement including, but not limited to any ASCAP, BMI, or SESAC license required for the playing of music subject to copyright and shall ensure that any and all license payments required to be made by Artist are made promptly and directly to the licensing or authorizing organization.

7. **NON-PERFORMANCE.** If Artist is unable to provide the Performance due to illness or accident to the Artist or because of a Force Majeure event up to the scheduled performance date, then City shall have no obligation to pay the Performance Fee. If the City did not cancel the event at least THREE **(3)** days prior to its scheduled date, and/or if Artist is present at the venue at the designated date and time for the performance and is willing and able to perform but the Event is cancelled by the City on the day of the event, then Artist shall be paid the full Performance Fee.

8. **SALE OF MERCHANDISE.** City may permit Artist to sell merchandise at the Venue on the date of the Performance. City expressly reserves the right to withhold approval for merchandise sales by Artist. If approval for merchandise sales is granted by City, Artist may retain **ONE HUNDRED PERCENT (100%)** of Artist's gross merchandise sales. Artist shall provide City access to Artist's merchandise inventory and sales records.

9. **HOSPITALITY.** City will provide **ONE (1)** hot meal on the event day at the green room. Artist will secure their own travel and transportation to and from venue.

10. **FORCE MAJEURE.** The term "Force Majeure" shall include delays, damages, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond the party's control including, without limitation: fire, flood, strikes and labor disputes, pandemic, local or statewide states of emergency, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions or any other like reason which is beyond the control of the respective party.

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11. **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 Artist without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
12. **INSURANCE*.** Artist shall obtain general liability insurance issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-, as will provide coverage for claims for damages for bodily injury, including accidental death, as well as for claims for property damage. The amount of such insurance shall be not less than $200,000 for injury to one person arising out of a single incident and $400,000 for injuries to more than one person arising out of a single incident, and $200,000 for property damage with a reasonable deductible. Upon request by City, Artist shall provide City with certificates of insurance which shall list "City of Ocala, a Florida municipal corporation," as an Additional Insured. These insurance requirements do not relieve or limit the liability of Artist. Should Artist desire insurance protecting its personal property from casualty or damage while on the Venue, it will purchase such insurance, it being expressly understood that City is not obligated to purchase any insurance. The insurance required of Artist, or any other insurance of Artist shall be considered primary, and any insurance or self-insurance of City shall be considered excess, as may be applicable, to claims against City which may arise.

    ***Exceptions and exemptions to these insurance requirements may be allowed at the discretion of the City's HR/Risk Director on a case-by-case basis and evidenced by a separate waiver attached to this Agreement and incorporated herein.**

13. **INDEMNITY**. Artist shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the use of the venue by Artist or the use of any music, materials, devices, or processes that are patented, trademarked, franchised or subject to copyright.
14. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.
15. **JURY WAIVER**. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR

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BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

16. **PUBLIC RECORDS.** The Artist shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Artist 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 this chapter 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 the Artist 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 the Artist or keep and maintain public records required by the public agency to perform the service. If the Artist transfers all public records to the public agency upon completion of the contract, the Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Artist keeps and maintains public records upon completion of the contract, the Artist 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 THE ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'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.

17. **ASSIGNMENT.** This Agreement shall not be assigned by Artist without the prior written consent of City.
18. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
19. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

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20. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
21. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
22. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
23. **ELECTRONIC SIGNATURE(S).** Artist, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
24. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
25. **ENTIRE AGREEMENT.** This Agreement and the attached Riders, if any, contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. In the event of a conflict between the terms of this Agreement and the terms of any attached Riders, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement on 2/9/2026.

ATTEST:

Signed by: Angel B. Jacobs
8DB3574C28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by: Peter Lee
5BB28E162F2E4C2...
Peter Lee
City Manager

Approved as to form and legality:

Signed by: William E. Sexton, Esq.
4A55AB8A8ED04F3...
William E. Sexton, Esq.
City Attorney

HG MUSIC LLC D/B/A
KÜF KNOTZ AND CHRISTINE ELISE

DocuSigned by: Christine Gallagher
B6D328A1285A498...

By: Christine Gallagher
(Printed Name)

Title: Executive Director/ Performing Artist
(Title of Authorized Signatory)

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VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

HG Music LLC "Kuf Knotz & Christine Elise"

VENDOR NAME

60 S. Merion Ave, Bryn Mawr, PA 19010

VENDOR STREET ADDRESS, CITY, STATE, ZIP CODE

VENDOR acknowledges and understands that prior to commencement of an Agreement with the City of Ocala (the "City") and until completion of all obligations under said agreement, all vendors desiring to provide services to the City or to hold special events on City property are required to procure and maintain, for the life of said Agreement, the following types and limitations of liability insurance:

- **Commercial General Liability Insurance** identifying the City, a political subdivision of the State of Florida, and its officials, employees, and volunteers as additional insureds with an endorsement equal or broader to CG 20 26 04 13 from and against all claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons or damage to or loss of property arising out of or in any manner connected with the Vendor's services or event in the amounts of not less than ONE MILLION DOLLARS ($1,000,000.00) PER OCCURRENCE and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

VENDOR acknowledges and understands that **unless** CITY provides a written waiver of the insurance requirements, the failure of VENDOR to obtain and maintain the required insurance shall constitute a breach of contract.

By signing below, VENDOR intends for this document to serve as its written request for waiver of the foregoing insurance requirements for the following special event to occur on 4/11/26 (IDENTIFY DATE HERE): EVENT DESCRIPTION:

Performing Artists for Art Park Literary and Poetry Festival at Tuscawilla Art Park

In exchange for and acceptance of CITY's waiver of the foregoing insurance requirements, VENDOR, including its successors and assigns, does hereby covenant and agree to indemnify, hold harmless, and defend the City of Ocala and its elected officials, employees, and volunteers from and against any and all claims, actions, liability, loss, damage, injury, death, or expense of any and every kind which may accrue or be suffered by any person, partnership, or other entity of any kind, in whole or in part from the intentional or negligent acts or omissions of VENDOR or its employees, agents, subcontractors, successors, or assigns. In the event that any suit or action is brought against CITY, its elected officials, employees, or volunteers for any of the claims described herein, VENDOR, its successors and assigns shall defend the suit or action at VENDOR'S sole cost and expense and shall fully satisfy any judgment that is rendered against CITY, its elected officials, employees, or volunteers, or any combination thereof.

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IN WITNESS WHEREOF, the VENDOR sets its hand this 6th day of November, 20 25.

Christine Gallagher

VENDOR SIGNATURE

Christine Gallagher of HG Music LLC

VENDOR PRINTED NAME

Richard Dennis

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

■ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:
11/12/2025 (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE
_____ (Date)

Certificate Of Completion

Envelope Id: E0BE3AD2-C53A-42B0-A0AE-0340B7A90D9C
Status: Completed
Subject: SIGNATURE: Performance Services Agreement - HG Music LLC dba Küf Knotz Christine Elise (GRM/260244)
Source Envelope:
Document Pages: 7
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
2/6/2026 4:56:29 PM
Holder: April Adolf
aadolf@ocalafl.gov
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Security Appliance Status: Connected
Pool: StateLocal

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Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Christine Gallagher cgmusictherapy@gmail.com Executive Director/ Performing Artist Küf Knotz & Christine Elise Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/7/2026 5:39:02 AM ID: d8221ddd-7b89-46a5-94c3-a93e075b2f6b	DocuSigned by: Christine Gallagher B6D328A1285A498... Signature Adoption: Pre-selected Style Using IP Address: 2600:4040:7503:8000:a5c5:c2fe:7a9c:e3fd Signed using mobile	Sent: 2/6/2026 5:23:05 PM Viewed: 2/7/2026 5:39:02 AM Signed: 2/7/2026 5:44:48 AM
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/7/2026 5:44:49 AM Viewed: 2/9/2026 2:37:07 PM Signed: 2/9/2026 2:37:20 PM
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/9/2026 2:37:21 PM Viewed: 2/9/2026 5:15:20 PM Signed: 2/9/2026 5:15:30 PM
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/9/2026 5:15:31 PM Viewed: 2/10/2026 11:17:27 AM Signed: 2/10/2026 11:17:41 AM

Signer Events	Signature	Timestamp

Electronic Record and Signature Disclosure:
Accepted: 2/10/2026 11:17:27 AM
ID: 2d6a179f-65a1-4329-a8e0-972234383160

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/6/2026 5:23:06 PM
Certified Delivered	Security Checked	2/10/2026 11:17:27 AM
Signing Complete	Security Checked	2/10/2026 11:17:41 AM
Completed	Security Checked	2/10/2026 11:17:41 AM

Payment Events	Status	Timestamps

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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.

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SECOND AMENDMENT TO AGREEMENT FOR UNDERGROUND BORING AND CONDUIT INSTALLATION SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR UNDERGROUND BORING AND CONDUIT INSTALLATION SERVICES ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **BELLMORE ENTERPRISES, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 46-0937464) ("Contractor").

WHEREAS, on February 9, 2023, City and Contractor entered into an Agreement for Underground Boring and Conduit Installation Services (the "Original Agreement"), City of Ocala Contract Number: ELE/220774, for a term of two (2) years, from February 8, 2023 through February 7, 2025; and

WHEREAS, on October 8, 2024, City and Contractor entered into a First Amendment to Agreement for Underground Boring and Conduit Installation Services (the "First Amendment") to increase the expenditure for the current contract term, and to extend the contract term for the first of two (2) available one (1) year periods from February 8, 2025 through February 7, 2026; and

WHEREAS, City and Contractor now desire to renew the Original Agreement, as amended, for the second and final one (1) year renewal period available under the terms of the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional **ONE (1) YEAR** term beginning **FEBRUARY 8, 2026,** and terminating **FEBRUARY 7, 2027**.
4. **NOTICES**. All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Bellmore Enterprises, Inc.
Attention: Darcy Bellmore
16019 Redington Drive
Redington Beach, Florida 33708
Phone: 727-259-9366
E-mail: bellmoreinc@aol.com

Docusign Envelope ID: 11B89D98-F5CD-49E9-A142-6FD00281D8C3

If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
7. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

Docusign Envelope ID: 11B89D98-F5CD-49E9-A142-6FD00281D8C3

IN WITNESS WHEREOF, the parties have executed this Second Amendment on 2/1/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
Janice Mitchell
5519BB43858A4E1...

Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

BELLMORE ENTERPRISES, INC.

DocuSigned by:
Darcy Bellmore
2368DD28283C495...

By: Darcy Bellmore
(Printed Name)

Title: PRESIDENT
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: 11B89D98-F5CD-49E9-A142-6FD00281D8C3
Status: Completed
Subject: SIGNATURE: Second Amendment Underground Boring Services - Bellmore Enterprises, Inc. (ELE/220774)
Source Envelope:
Document Pages: 3
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

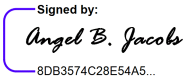
Record Tracking

Status: Original
1/23/2026 2:44:42 PM
Holder: April Adolf
aadolf@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Darcy Bellmore bellmoreinc@aol.com PRESIDENT Security Level: Email, Account Authentication (None)	DocuSigned by: Darcy Bellmore 2368DD28283C495... Signature Adoption: Pre-selected Style Using IP Address: 2603:9000:77f0:5d10:b93e:c0c9:91c5:ddbe	Sent: 1/23/2026 3:24:08 PM Viewed: 1/23/2026 4:26:34 PM Signed: 1/23/2026 4:27:32 PM
Electronic Record and Signature Disclosure: Accepted: 1/23/2026 4:26:34 PM ID: 9dc531dd-e3da-4286-83af-7476281b03fe		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/23/2026 4:27:33 PM Viewed: 1/27/2026 9:35:58 AM Signed: 1/27/2026 9:36:13 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 38.34.227.194 Signed using mobile	Sent: 1/27/2026 9:36:14 AM Viewed: 1/27/2026 1:00:44 PM Signed: 2/1/2026 7:00:21 AM
Electronic Record and Signature Disclosure: Accepted: 2/1/2026 7:00:06 AM ID: acf62b7a-49d3-4048-bb47-6413d826dc26		

Signer Events	Signature	Timestamp
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by:  8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/1/2026 7:00:22 AM Viewed: 2/2/2026 12:37:50 PM Signed: 2/2/2026 12:38:02 PM

Electronic Record and Signature Disclosure:
Accepted: 2/2/2026 12:37:50 PM
ID: 9c03dc0c-3f87-4ed5-bacd-63ca9bb68a18

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/23/2026 3:24:08 PM
Certified Delivered	Security Checked	2/2/2026 12:37:50 PM
Signing Complete	Security Checked	2/2/2026 12:38:02 PM
Completed	Security Checked	2/2/2026 12:38:02 PM

Payment Events	Status	Timestamps

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.

Docusign Envelope ID: 0593D3BD-DC89-43CF-8E78-EE8E41E05B4F

THIRD AMENDMENT TO OCALA REGIONAL SPORTSPLEX LEASE AGREEMENT

THIS THIRD AMENDMENT TO OCALA REGIONAL SPORTSPLEX LEASE AGREEMENT ("Third Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **JEREMIAHA GATES** ("Tenant").

WHEREAS, on January 10, 2023, City and Tenant entered into an Agreement to Lease Ocala Regional Sportsplex (the "Original Agreement"), City of Ocala Contract Number: REC/230104, for a term of one (1) year, from January 1, 2023, to December 31, 2023; and

WHEREAS, on November 30, 2023, City and Tenant entered into a First Amendment to Agreement to Lease Ocala Regional Sportsplex (the "First Amendment"), to extend the contract term of the Original Agreement for an available one (1) year renewal period; and

WHEREAS, on March 24, 2025, City and Tenant entered into a Second Amendment to Agreement to Lease Ocala Regional Sportsplex (the "Second Amendment"), to further amend the Schedule of Use to include an additional game as outlined in **Exhibit A – Amended Schedule of Use**; and

WHEREAS, City and Tenant now desire to extend the Original Agreement, as amended, for a one (1) year renewal period available under the terms of the Original Agreement, and further amend the Schedule of Use as outlined in **Exhibit A – Second Amended Schedule of Use**.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Tenant agree as follows:

1. **RECITALS**. City and Tenant hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement, as amended, between City and Tenant is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except, for those terms and conditions expressly amended by this Third Amendment.
3. **AMENDMENT TO EXHIBIT A – SECOND AMENDED SCHEDULE OF USE**. The document attached to the Original Agreement as Exhibit A – Amended Schedule of Use is hereby deleted in its entirety and replaced with the document attached to this Third Amendment as **Exhibit A – Second Amended Schedule of Use**.
4. **RENEWAL TERM**. The Original Agreement is hereby renewed for an additional one (1) year term beginning **JANUARY 1, 2026**, and terminating **DECEMBER 31, 2026**. Thereafter, this Agreement may be renewed for consecutive **ONE (1) YEAR** periods upon the mutual written consent between City and Tenant.
5. **NOTICES.** All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

Docusign Envelope ID: 0593D3BD-DC89-43CF-8E78-EE8E41E05B4F

If to Tenant:	Jeremiaha Gates 33 Bahia Ct. Trk Ocala, Florida 34472 Phone: 352-598-0078 E-mail: jeremiahagates@gmail.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Tenant, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Third Amendment for all purposes.
8. **LEGAL AUTHORITY**. Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

Docusign Envelope ID: 0593D3BD-DC89-43CF-8E78-EE8E41E05B4F

IN WITNESS WHEREOF, the parties have executed this Third Amendment on 2/5/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

TENANT

Signed by:
Jeremiaha Gates
4FBF8AADD62A4C2...

By: Jeremiaha Gates
(Printed Name)

Title: operator/owner
(Title)

Docusign Envelope ID: 0593D3BD-DC89-43CF-8E78-EE8E41E05B4F

Exhibit A – Second Amended Schedule of Use

Games – Jeremiaha Gates will utilize the upper football fields for games. City will line the fields every other week. These will be done with an additional charge and will be billed separately.

- **Game 1**- **Friday, January 9th** at 5:00 pm – 10:00 pm
  - 2 fields X 1 day X 1 week X 5 hours X $5.00 per hour = $50.00
  - Paint and line 2 fields @$150 each =$300.00
- **Game 2**- **Friday, January 16th** at 5:00 pm – 10:00 pm
  - 2 fields X 1 day X 1 week X 5 hours X $5.00 per hour = $50.00
- **Game 3**- **Friday, January 23rd** at 5:00 pm – 10:00pm
  - 2 fields X 1 day X 1 week X 5 hours X $5.00 per hour = $50.00
  - Paint and line 2 fields @$150 each =$300.00
- **Game 4**- **Friday, January 30th** at 5:00 pm – 10:00 pm
  - 2 fields X 1 day X 1 week X 5 hours X $5.00 per hour = $50.00
- **Game 5**- **Friday, February 6th** at 5:00 pm – 10:00 pm
  - 2 fields X 1 day X 1 week X 5 hours X $5.00 per hour = $50.00
  - Paint and line 2 fields @$150 each =$300.00
- **Game 6**- **Friday, February 13th** at 5:00 pm – 10:00 pm
  - 2 fields X 1 day X 1 week X 5 hours X $5.00 per hour = $50.00
- **Game 7**- **Friday, February 20th** at 5:00 pm – 10:00 pm
  - 2 fields X 1 day X 1 week X 5 hours X $5.00 per hour = $50.00
  - Paint and line 2 fields @$150 each =$300.00
- **Game 8** – **Friday, February 27th** at 5:00 pm – 10:00 pm
  - 2 fields X 1 day X 1 week X 5 hours X $5.00 per hour = $50.00

Games Total - $400.00

Paint Total - $1200.00

Total - $1600.00

Certificate Of Completion

Envelope Id: 0593D3BD-DC89-43CF-8E78-EE8E41E05B4F
Status: Completed
Subject: SIGNATURE: Third Amendment Ocala Regional Sportsplex Lease Agreement - Jeremiaha Gates (REC/230104)
Source Envelope:
Document Pages: 4
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
1/9/2026 8:52:36 AM
Holder: April Adolf
aadolf@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Jeremiaha Gates jeremiahagates@gmail.com operator/owner Robinson Construction Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/14/2026 7:45:42 AM ID: 43440943-14d6-4d97-9343-aca782b20897	Signed by: Jeremiaha Gates 4FBF8AADD62A4C2... Signature Adoption: Pre-selected Style Using IP Address: 2601:883:c200:52a0:2c05:e5be:86da:54c1 Signed using mobile	Sent: 1/9/2026 9:19:07 AM Viewed: 1/14/2026 7:45:42 AM Signed: 1/14/2026 4:26:59 PM
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/14/2026 4:27:01 PM Viewed: 1/16/2026 8:57:12 AM Signed: 1/16/2026 9:09:48 AM
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/16/2026 9:09:49 AM Viewed: 1/23/2026 3:35:41 PM Signed: 2/5/2026 10:56:43 AM
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/5/2026 10:56:44 AM Viewed: 2/5/2026 11:07:16 AM Signed: 2/5/2026 11:07:29 AM

Signer Events	Signature	Timestamp

Electronic Record and Signature Disclosure:
Accepted: 2/5/2026 11:07:16 AM
ID: f78f27f9-8777-4c9e-b838-845fc900afc5

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/9/2026 9:19:07 AM
Certified Delivered	Security Checked	2/5/2026 11:07:16 AM
Signing Complete	Security Checked	2/5/2026 11:07:29 AM
Completed	Security Checked	2/5/2026 11:07:29 AM

Payment Events	Status	Timestamps

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.

VELOCITY
ADVISORY GROUP



Strategic Planning

Proposal

Prepared for:
Peter Lee
01 / 16 / 2026

OCALA

Velocity Ref# COO01162(**1954**

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About Velocity

Why Velocity?

At Velocity, we help organizations cut through the noise to align and transform their organizations. Our clients consistently see improved productivity, talent retention, and organizational efficiency.

Velocity brings extensive experience in strategy and the people side of business. We know how to intentionalize culture and strengthen a sense of belonging through employee engagement. Velocity is considered a trusted partner and often seen as a direct extension of our clients. Leveraging various frameworks, tools, and platforms to support the organization's requirements, Velocity brings new and innovative solutions to your engagement.

Velocity Services Overview

The state of the modern workforce is changing faster than ever. Velocity offers a wide range of solutions, all with a single objective in mind: to actively involve your employees and foster the growth of your business.



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Strategic Planning Overview

Annual Strategic Planning Sessions are a critical business tool to help you prepare for the next 12 to 36 months. By being proactive, you can analyze your current systems, provide an avenue to implement innovation, and ensure that everyone on the team understands the goals and is accountable for them. Whether you are currently undergoing organizational changes, or are planning to do so, our experienced advisors will help you set the direction for your company.

Professionally facilitated sessions allow for full team participation while ensuring objectivity. Your Strategic Planning package will be fully customized based on the desired outcomes that your organization's leadership deem most important. Following the off-site event, we will work with you and your team to deliver a comprehensive roadmap and support you to ensure sustainability and implementation. The planning session will provide the leadership team three primary benefits which are:

- Unified vision and direction among all leadership
- A clear, attainable action plan through priorities and milestones
- Complete support through the execution of the plan to achieve desired objectives

Phase 1: Pre-Session Planning

- Meeting to establish timeline and additional objectives
- Survey and/or interviews of critical stakeholders
- Creating a customized agenda

Phase 2: Professionally Facilitated Session

- Senior-level facilitator
- Fast paced, engaging event with tangible outcomes
- Identified priorities and framework of the strategy

Phase 3: Post-Event Support (Execution Phase)

A one-page game plan capturing the critical components of your strategy

- A comprehensive document capturing the information shared from the day
- Debrief session (face to face when possible)
- One year of support through calls, emails, etc.
- Three coaching calls to support execution
- One year of hosting the plan on a cloud-based project management system

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Investment Review

Name	Price
Strategic Planning Session April 30th, 2026 in Ocala, FL	$9,500.00

Total USD **$9,500.00**

Munis Set up for NTE $11,000

Terms & Conditions

Travel Expenses

Client is responsible for covering all travel-related expenses incurred by Velocity Advisory Group team members delivering in-person programs at the client's location. This includes, but is not limited to, airfare, ground transportation, parking, tolls, mileage to and from work sites, lodging for overnight stays, and meals. All travel costs will be invoiced within 10 business days following the event.

Printing and Shipping of Materials

Client is responsible for the cost of printing and shipping all participant workbooks and program materials required for the session(s). This includes any additional materials the client requests to accompany the program. All printing and shipping costs will be invoiced as applicable.

Securing Training Dates

Signature and written verification that the first payment has been issued is required to lock in training dates.

Failure to Perform

While Velocity Advisory Group intends to fulfill its full obligation under this agreement, the Client will be entitled to exercise the right to cancel the remainder of the agreement should Velocity fail to perform. No refunds will be given for any prior work delivered before a cancellation due to a Failure to Perform. Failure to Perform is defined as a "no show" to a mutually-agreed upon session, or poor performance during a session as evidenced by 60% or more of participants providing documented feedback indicating unsatisfactory performance. Velocity Advisory Group cannot be responsible for acts of God or travel delays outside of its control. A notice of cancellation on grounds of Failure to Perform must be delivered in writing with any appropriate supporting documentation.

Payment Terms

½ of the total contract will be invoiced within 2 weeks of acceptance of the proposal. The final payment of ½ of the total contract will be invoiced within 10 business days after the scheduled appearance date.

Proprietary Information

This document contains proprietary information and is strictly confidential. It may not be copied, distributed or reproduced in whole or in part, nor passed to any third party.

AI Policy

Velocity Advisory Group may utilize AI-supported tools to enhance the delivery of this engagement. All use of AI will comply with Velocity's internal AI guidelines. Should your organization have additional AI-related policies or requirements, please share them upon contract execution.

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Signature

Proposal Accepted By:

Peter Lee	*Dave Fechtman*
Peter Lee City of Ocala	Dave Fechtman Velocity Advisory Group, LLC
01 / 28 / 2026	01 / 16 / 2026

Please enter the name and email address for the Billing POC: Lori Boley lboley@ocalafl.gov

If a PO is required, please check this box: ☐ n/a

APPROVED AS TO FORM AND LEGALITY:

WILLIAM E. SEXTON, CITY ATTORNEY
CITY OF OCALA, FLORIDA

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CERTIFICATE *of* SIGNATURE

REF. NUMBER
7OWED-IBYWU-QQXB7-C7YGT

DOCUMENT COMPLETED BY ALL PARTIES ON
28 JAN 2026 20:05:05
UTC

SIGNER	TIMESTAMP	SIGNATURE
DAVE FECHTMAN EMAIL DAVE@VELOCITYADVISORYGROUP.COM SHARED VIA LINK	SENT 16 JAN 2026 15:23:15 VIEWED 16 JAN 2026 15:23:21 SIGNED 16 JAN 2026 15:24:20	 IP ADDRESS 108.231.154.102 LOCATION PARKLAND, UNITED STATES
PETER LEE EMAIL PLEE@OCALAFL.ORG SHARED VIA LINK	SENT 16 JAN 2026 15:23:15 VIEWED 16 JAN 2026 17:40:09 SIGNED 28 JAN 2026 20:05:05	 IP ADDRESS 216.255.240.104 LOCATION OCALA, UNITED STATES

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AGREEMENT FOR HENRY STREET WATER TOWER CLEANING SERVICES

THIS AGREEMENT FOR HENRY STREET WATER TOWER CLEANING SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **SOUTHEASTERN TANK & TOWER, INC,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 58-1994521) ("Contractor").

WHEREAS, on December 19, 2025, City issued a Request for Quotes for the provision of water tower cleaning services, Request for Quotation ("RFQ") No.: WRS/260316 (the "Solicitation"); and

WHEREAS, seven (7) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the quote submitted by Southeastern Tank & Tower, Inc was found to be the lowest; and

WHEREAS, Contractor was chosen as the intended awardee to provide water tower cleaning services (the "Project"); and

WHEREAS, Contractor certifies that Contractor is qualified and possesses the required experience and licensure.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote submitted by Contractor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-4)

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. Contractor must perform a minimum of **eighty percent (80%)** of the work with its own forces. Services assigned to a sub-contractor must be approved in advance, in writing, by the City Project Manager. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Contractor a lump sum amount of **TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS ($27,000)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the requirements set forth in the Contract Documents. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.

   A. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the

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original invoice through the responsible City Project Manager at: **City of Ocala Department of Water Resource**, Attn: Jennifer Kampwerth**, 1808 NE 36th Avenue, Ocala, FL 34470**, E-Mail: JKampwerth@Ocalafl.gov

B. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

C. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

D. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

E. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

F. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

6. **TIME FOR PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

A. Contractor shall mobilize and commence work no later than **FIFTEEN (15)** working days from the date of issuance of a Notice to Proceed for the project by City. At no time will the Contractor be allowed to lag behind.

B. **All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager and ready for final payment within ONE HUNDRED TWENTY (120) days of the start date indicated on the Notice to Proceed.**

C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain

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more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

D. **Weather Days:** Contractor shall submit a written request to the City Project (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work shall be considered in the determination for granting additional days.

E. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.

F. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.

7. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

8. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.

   A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what

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is to be performed under this Agreement and shall not extend to the actual execution of the work.

B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

9. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

(1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

(2) Contractor provides material that does not meet the specifications of the Agreement;

(3) Contractor fails to complete the work required within the time stipulated in the Agreement; or

(4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;

(2) City shall be entitled to hire another Contractor to complete the required work in accordance with the needs of City;

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(3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and

(4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

D. **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.

E. **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.

10. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

11. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

12. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

13. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.

B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.

C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

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D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

14. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.

C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

15. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.

A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.

B. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.

C. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies

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manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.

16. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

17. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.

18. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

19. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.

    C. Policy must include coverage for contractual liability and independent contractors.

    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

20. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

    G. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

    H. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

    I. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

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21. **POLLUTION LIABILITY INSURANCE.** Contractor shall provide, for a period of Three (3) Years after final completion of the Work, pollution liability insurance coverage for claims arising from the discharge, dispersal, release, or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water, including groundwater, in an amount not less than One Million Dollars ($1,000,000) per claim, and Two Million Dollars ($2,000,000) aggregate limit. This shall also include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for the investigation, defense, or settlement of claims, fines or penalties.

22. **ADDITIONAL INSURANCE REQUIREMENTS.**

A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-

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payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

23. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

    A. All employees on the work and other persons that may be affected thereby;

    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

24. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

25. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any

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obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

26. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

27. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

28. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.

29. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

30. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

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31. **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.

32. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

33. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

34. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the

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requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

35. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

36. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

37. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

38. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

39. **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.

40. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor: Southeastern Tank & Tower, Inc.
Attention: Victoria Staten

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1491 Hwy 129 South
Lake Park, GA, 31636
Phone: 229-559-7700
E-mail: vstaten@setanktower.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

41. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

42. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

43. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

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44. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
45. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
46. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
47. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
48. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
49. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
50. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
51. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
52. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
53. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for

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whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 2/5/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

SOUTHEASTERN TANK & TOWER, INC.

Signed by:
Victoria Staten
3ABAC2710734412...

By: Victoria Staten
(Printed Name)

Title: Secretary
(Title)

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BACKGROUND

1. Contractor shall provide exterior cleaning services at the City of Ocala Henry St. Water Tower located at 841 NE 8th Avenue, Ocala FL 34470.The City of Ocala owns a 500,000-gallon elevated steel water tank known as Henry St. Water Tower. Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, and all other things necessary to complete the project.
2. All work must be coordinated with City Project Manager, Jennifer Kampwerth WTP #1 Lead Operator, Telephone 352-789-7545 or 352-351-6682, e-mail: JKampwerth@Ocalafl.gov.

PROJECT SUMMARY, DELIVERABLES AND HOURS

1. **Project Summary:** The Contractor is required to perform the following services for the City of Ocala:
   - Perform low pressure washing (soft washing) of sphere, riser, supports, and foundation starting with top of structure then continuing down to ground using Biodegradable, environmentally friendly solutions that includes a mold and mildew inhibitor to remove algae, grime, and bird droppings. ***No bleach may be used under any circumstances, regardless of the concentration or percentage.***
   - Protect communication equipment attached to the tower as well as painted surfaces including OCALA logo.
   - The Contractor shall provide proper run off of wash water.
   - Use all appropriate safety gear and personal protective equipment to ensure worker safety.
   - This scope does not include any provisions for paint touch-up or repair.
   - Tarping is not required for the fence line or the water tower, however, the Contractor must exercise reasonable care to prevent spray drift. Contractor should only perform work on days when the wind speed is 15 mph or less.
2. **Deliverables:** The Contractor shall provide monthly reports of all work in progress. Deliverables must be provided to the City of Ocala Project Manager before payment for such work.
3. **Working Hours:** The normal/standard working hours for this project are 8:30 AM – 4:30 PM Monday through Friday, excluding holidays.
4. **Lane Closures: Lane** closures on NE 8th Avenue or 9th Street, are strongly discouraged. If a lane closure becomes necessary, the Contractor must submit a Right-of-Way permit application to the City for approval. All associated costs will be the responsibility of the Contractor, and the work must comply with FDOT regulations.
5. **Staging Area:** The preferred staging area is inside the fenced area within the tower site.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. The Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Contractor shall provide an assigned project manager, who will be the primary point of contact. The Contractor must always provide a valid telephone number and address to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.

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3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. The Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. The Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must have a visible company name/logo on the outside of the vehicle.
9. The Contractor is responsible for following all state and federal regulations and laws and performing work in a safe manner. Contractors shall be fully responsible for meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, staff, public, etc. Contractor shall be responsible for all damage to buildings, curbing, pavement, landscaping, or irrigation systems caused by the delivery or removal of materials. In no event shall the City be responsible for any damage to materials, equipment or clothing that is lost, damaged, destroyed, or stolen. Any emergency situations must be reported immediately to the Project Manager.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:
   A. Access to City buildings and facilities to perform the work.
   B. The City will provide water free of charge for use in cleaning the water tower. The Contractor must go to the City's Customer Service Office and place a refundable deposit for water meter. The meter can then be installed on the fire hydrant near the Henry Street Water Tower. *Note: Water is also available inside the water tower, but a backflow prevention device – provided by the Contractor, must be used.*
   C. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
   D. Provide office facilities for the Contractor, if needed.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.

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3. Installation shall be performed in compliance with all requirements and instructions of applicable manufacturers.
4. The Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. The Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
6. Data collected by the Contractor shall be in a format compatible with or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
7. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes Word, Excel, Power Point, Access or any other software as specified and approved by City staff.

SUB-CONTRACTORS

1. The Contractor must perform a minimum of **80%** of the work with their own forces.
2. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** The Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:
   A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
   B. The work site will be completely cleaned after each day of work.
   C. The Contractor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean the entire work area as applicable.
   A. All furnishings and equipment shall be placed back in the original locations.
   B. All work areas must be returned to their original condition.
   C. The Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*

SAFETY

1. The Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.

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2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor’s responsibility.

Certificate Of Completion

Envelope Id: 2A7033B8-FEE1-4DD0-AA82-3C0BD5F6D21F
Status: Completed
Subject: FOR SIGNATURE - WRS/260316 Henry Street Water Tower Cleaning
Source Envelope:
Document Pages: 19
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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
2/5/2026 8:17:57 AM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Victoria Staten vstaten@setanktower.com Secretary Security Level: Email, Account Authentication (None)	Signed by: Victoria Staten 3ABAC2716734412... Signature Adoption: Pre-selected Style Using IP Address: 2600:1004:b194:57a4:8130:4a20:f13:163c	Sent: 2/5/2026 8:35:05 AM Viewed: 2/5/2026 10:34:01 AM Signed: 2/5/2026 10:34:35 AM
Electronic Record and Signature Disclosure: Accepted: 2/5/2026 10:34:01 AM ID: 74e2ae9c-db55-44a3-9b3c-1a3566639f87		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/5/2026 10:34:36 AM Viewed: 2/5/2026 11:12:56 AM Signed: 2/5/2026 11:13:34 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/5/2026 11:13:35 AM Viewed: 2/5/2026 3:35:43 PM Signed: 2/5/2026 3:37:32 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/5/2026 3:37:33 PM Viewed: 2/5/2026 4:18:39 PM Signed: 2/5/2026 4:19:03 PM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 2/5/2026 4:18:39 PM ID: 836735d3-4b2a-4176-b9f1-e7931b0fa1ee		

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/5/2026 8:35:05 AM
Certified Delivered	Security Checked	2/5/2026 4:18:39 PM
Signing Complete	Security Checked	2/5/2026 4:19:03 PM
Completed	Security Checked	2/5/2026 4:19:03 PM

Payment Events	Status	Timestamps

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.

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AGREEMENT FOR HENRY STREET WATER TOWER CLEANING SERVICES

THIS AGREEMENT FOR HENRY STREET WATER TOWER CLEANING SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **SOUTHEASTERN TANK & TOWER, INC,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 58-1994521) ("Contractor").

WHEREAS, on December 19, 2025, City issued a Request for Quotes for the provision of water tower cleaning services, Request for Quotation ("RFQ") No.: WRS/260316 (the "Solicitation"); and

WHEREAS, seven (7) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the quote submitted by Southeastern Tank & Tower, Inc was found to be the lowest; and

WHEREAS, Contractor was chosen as the intended awardee to provide water tower cleaning services (the "Project"); and

WHEREAS, Contractor certifies that Contractor is qualified and possesses the required experience and licensure.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote submitted by Contractor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-4)

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. Contractor must perform a minimum of **eighty percent (80%)** of the work with its own forces. Services assigned to a sub-contractor must be approved in advance, in writing, by the City Project Manager. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Contractor a lump sum amount of **TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS ($27,000)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the requirements set forth in the Contract Documents. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.

   A. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the

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original invoice through the responsible City Project Manager at: **City of Ocala Department of Water Resource**, Attn: Jennifer Kampwerth**, 1808 NE 36th Avenue, Ocala, FL 34470**, E-Mail: JKampwerth@Ocalafl.gov

B. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

C. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

D. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

E. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

F. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

6. **TIME FOR PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

A. Contractor shall mobilize and commence work no later than **FIFTEEN (15)** working days from the date of issuance of a Notice to Proceed for the project by City. At no time will the Contractor be allowed to lag behind.

B. **All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager and ready for final payment within ONE HUNDRED TWENTY (120) days of the start date indicated on the Notice to Proceed.**

C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain

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more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

D. **Weather Days:** Contractor shall submit a written request to the City Project (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work shall be considered in the determination for granting additional days.

E. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.

F. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.

7. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

8. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.

   A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what

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is to be performed under this Agreement and shall not extend to the actual execution of the work.

B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

9. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

(1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

(2) Contractor provides material that does not meet the specifications of the Agreement;

(3) Contractor fails to complete the work required within the time stipulated in the Agreement; or

(4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;

(2) City shall be entitled to hire another Contractor to complete the required work in accordance with the needs of City;

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(3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and

(4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

D. **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.

E. **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.

10. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

11. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

12. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

13. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.

B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.

C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

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D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

14. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.

C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

15. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.

A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.

B. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.

C. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies

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manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.

16. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

17. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.

18. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

19. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.

    C. Policy must include coverage for contractual liability and independent contractors.

    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

20. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

    G. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

    H. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

    I. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

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21. **POLLUTION LIABILITY INSURANCE.** Contractor shall provide, for a period of Three (3) Years after final completion of the Work, pollution liability insurance coverage for claims arising from the discharge, dispersal, release, or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water, including groundwater, in an amount not less than One Million Dollars ($1,000,000) per claim, and Two Million Dollars ($2,000,000) aggregate limit. This shall also include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for the investigation, defense, or settlement of claims, fines or penalties.

22. **ADDITIONAL INSURANCE REQUIREMENTS.**

A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-

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payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

23. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

    A. All employees on the work and other persons that may be affected thereby;

    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

24. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

25. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any

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obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

26. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

27. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

28. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.

29. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

30. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

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31. **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.

32. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

33. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

34. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the

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requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

35. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

36. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

37. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

38. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

39. **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.

40. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor: Southeastern Tank & Tower, Inc.
Attention: Victoria Staten

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1491 Hwy 129 South
Lake Park, GA, 31636
Phone: 229-559-7700
E-mail: vstaten@setanktower.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

41. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

42. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

43. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

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44. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
45. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
46. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
47. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
48. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
49. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
50. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
51. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
52. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
53. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for

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whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 2/5/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

SOUTHEASTERN TANK & TOWER, INC.

Signed by:
Victoria Staten
3ABAC2710734412...

By: Victoria Staten
(Printed Name)

Title: Secretary
(Title)

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BACKGROUND

1. Contractor shall provide exterior cleaning services at the City of Ocala Henry St. Water Tower located at 841 NE 8th Avenue, Ocala FL 34470.The City of Ocala owns a 500,000-gallon elevated steel water tank known as Henry St. Water Tower. Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, and all other things necessary to complete the project.
2. All work must be coordinated with City Project Manager, Jennifer Kampwerth WTP #1 Lead Operator, Telephone 352-789-7545 or 352-351-6682, e-mail: JKampwerth@Ocalafl.gov.

PROJECT SUMMARY, DELIVERABLES AND HOURS

1. **Project Summary:** The Contractor is required to perform the following services for the City of Ocala:
   - Perform low pressure washing (soft washing) of sphere, riser, supports, and foundation starting with top of structure then continuing down to ground using Biodegradable, environmentally friendly solutions that includes a mold and mildew inhibitor to remove algae, grime, and bird droppings. ***No bleach may be used under any circumstances, regardless of the concentration or percentage.***
   - Protect communication equipment attached to the tower as well as painted surfaces including OCALA logo.
   - The Contractor shall provide proper run off of wash water.
   - Use all appropriate safety gear and personal protective equipment to ensure worker safety.
   - This scope does not include any provisions for paint touch-up or repair.
   - Tarping is not required for the fence line or the water tower, however, the Contractor must exercise reasonable care to prevent spray drift. Contractor should only perform work on days when the wind speed is 15 mph or less.
2. **Deliverables:** The Contractor shall provide monthly reports of all work in progress. Deliverables must be provided to the City of Ocala Project Manager before payment for such work.
3. **Working Hours:** The normal/standard working hours for this project are 8:30 AM – 4:30 PM Monday through Friday, excluding holidays.
4. **Lane Closures: Lane** closures on NE 8th Avenue or 9th Street, are strongly discouraged. If a lane closure becomes necessary, the Contractor must submit a Right-of-Way permit application to the City for approval. All associated costs will be the responsibility of the Contractor, and the work must comply with FDOT regulations.
5. **Staging Area:** The preferred staging area is inside the fenced area within the tower site.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. The Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Contractor shall provide an assigned project manager, who will be the primary point of contact. The Contractor must always provide a valid telephone number and address to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.

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3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. The Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. The Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must have a visible company name/logo on the outside of the vehicle.
9. The Contractor is responsible for following all state and federal regulations and laws and performing work in a safe manner. Contractors shall be fully responsible for meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, staff, public, etc. Contractor shall be responsible for all damage to buildings, curbing, pavement, landscaping, or irrigation systems caused by the delivery or removal of materials. In no event shall the City be responsible for any damage to materials, equipment or clothing that is lost, damaged, destroyed, or stolen. Any emergency situations must be reported immediately to the Project Manager.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:
   A. Access to City buildings and facilities to perform the work.
   B. The City will provide water free of charge for use in cleaning the water tower. The Contractor must go to the City's Customer Service Office and place a refundable deposit for water meter. The meter can then be installed on the fire hydrant near the Henry Street Water Tower. *Note: Water is also available inside the water tower, but a backflow prevention device – provided by the Contractor, must be used.*
   C. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
   D. Provide office facilities for the Contractor, if needed.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.

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3. Installation shall be performed in compliance with all requirements and instructions of applicable manufacturers.
4. The Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. The Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
6. Data collected by the Contractor shall be in a format compatible with or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
7. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes Word, Excel, Power Point, Access or any other software as specified and approved by City staff.

SUB-CONTRACTORS

1. The Contractor must perform a minimum of **80%** of the work with their own forces.
2. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** The Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:
   A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
   B. The work site will be completely cleaned after each day of work.
   C. The Contractor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean the entire work area as applicable.
   A. All furnishings and equipment shall be placed back in the original locations.
   B. All work areas must be returned to their original condition.
   C. The Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*

SAFETY

1. The Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.

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2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor’s responsibility.

Certificate Of Completion

Envelope Id: 2A7033B8-FEE1-4DD0-AA82-3C0BD5F6D21F
Status: Completed
Subject: FOR SIGNATURE - WRS/260316 Henry Street Water Tower Cleaning
Source Envelope:
Document Pages: 19
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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
2/5/2026 8:17:57 AM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Victoria Staten vstaten@setanktower.com Secretary Security Level: Email, Account Authentication (None)	Signed by: Victoria Staten 3ABAC2716734412... Signature Adoption: Pre-selected Style Using IP Address: 2600:1004:b194:57a4:8130:4a20:f13:163c	Sent: 2/5/2026 8:35:05 AM Viewed: 2/5/2026 10:34:01 AM Signed: 2/5/2026 10:34:35 AM
Electronic Record and Signature Disclosure: Accepted: 2/5/2026 10:34:01 AM ID: 74e2ae9c-db55-44a3-9b3c-1a3566639f87		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/5/2026 10:34:36 AM Viewed: 2/5/2026 11:12:56 AM Signed: 2/5/2026 11:13:34 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/5/2026 11:13:35 AM Viewed: 2/5/2026 3:35:43 PM Signed: 2/5/2026 3:37:32 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/5/2026 3:37:33 PM Viewed: 2/5/2026 4:18:39 PM Signed: 2/5/2026 4:19:03 PM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 2/5/2026 4:18:39 PM ID: 836735d3-4b2a-4176-b9f1-e7931b0fa1ee		

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/5/2026 8:35:05 AM
Certified Delivered	Security Checked	2/5/2026 4:18:39 PM
Signing Complete	Security Checked	2/5/2026 4:19:03 PM
Completed	Security Checked	2/5/2026 4:19:03 PM

Payment Events	Status	Timestamps

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.

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THIRD AMENDMENT TO OCALA REGIONAL SPORTSPLEX LEASE AGREEMENT

THIS THIRD AMENDMENT TO OCALA REGIONAL SPORTSPLEX LEASE AGREEMENT ("Third Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **JEREMIAHA GATES** ("Tenant").

WHEREAS, on January 10, 2023, City and Tenant entered into an Agreement to Lease Ocala Regional Sportsplex (the "Original Agreement"), City of Ocala Contract Number: REC/230104, for a term of one (1) year, from January 1, 2023, to December 31, 2023; and

WHEREAS, on November 30, 2023, City and Tenant entered into a First Amendment to Agreement to Lease Ocala Regional Sportsplex (the "First Amendment"), to extend the contract term of the Original Agreement for an available one (1) year renewal period; and

WHEREAS, on March 24, 2025, City and Tenant entered into a Second Amendment to Agreement to Lease Ocala Regional Sportsplex (the "Second Amendment"), to further amend the Schedule of Use to include an additional game as outlined in **Exhibit A – Amended Schedule of Use**; and

WHEREAS, City and Tenant now desire to extend the Original Agreement, as amended, for a one (1) year renewal period available under the terms of the Original Agreement, and further amend the Schedule of Use as outlined in **Exhibit A – Second Amended Schedule of Use**.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Tenant agree as follows:

1. **RECITALS**. City and Tenant hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement, as amended, between City and Tenant is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except, for those terms and conditions expressly amended by this Third Amendment.
3. **AMENDMENT TO EXHIBIT A – SECOND AMENDED SCHEDULE OF USE**. The document attached to the Original Agreement as Exhibit A – Amended Schedule of Use is hereby deleted in its entirety and replaced with the document attached to this Third Amendment as **Exhibit A – Second Amended Schedule of Use**.
4. **RENEWAL TERM**. The Original Agreement is hereby renewed for an additional one (1) year term beginning **JANUARY 1, 2026**, and terminating **DECEMBER 31, 2026**. Thereafter, this Agreement may be renewed for consecutive **ONE (1) YEAR** periods upon the mutual written consent between City and Tenant.
5. **NOTICES.** All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

Docusign Envelope ID: 0593D3BD-DC89-43CF-8E78-EE8E41E05B4F

If to Tenant:	Jeremiaha Gates 33 Bahia Ct. Trk Ocala, Florida 34472 Phone: 352-598-0078 E-mail: jeremiahagates@gmail.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Tenant, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Third Amendment for all purposes.
8. **LEGAL AUTHORITY**. Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

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IN WITNESS WHEREOF, the parties have executed this Third Amendment on 2/5/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

TENANT

Signed by:
Jeremiaha Gates
4FBF8AADD62A4C2...

By: Jeremiaha Gates
(Printed Name)

Title: operator/owner
(Title)

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Exhibit A – Second Amended Schedule of Use

Games – Jeremiaha Gates will utilize the upper football fields for games. City will line the fields every other week. These will be done with an additional charge and will be billed separately.

- **Game 1**- **Friday, January 9th** at 5:00 pm – 10:00 pm
  - 2 fields X 1 day X 1 week X 5 hours X $5.00 per hour = $50.00
  - Paint and line 2 fields @$150 each =$300.00
- **Game 2**- **Friday, January 16th** at 5:00 pm – 10:00 pm
  - 2 fields X 1 day X 1 week X 5 hours X $5.00 per hour = $50.00
- **Game 3**- **Friday, January 23rd** at 5:00 pm – 10:00pm
  - 2 fields X 1 day X 1 week X 5 hours X $5.00 per hour = $50.00
  - Paint and line 2 fields @$150 each =$300.00
- **Game 4**- **Friday, January 30th** at 5:00 pm – 10:00 pm
  - 2 fields X 1 day X 1 week X 5 hours X $5.00 per hour = $50.00
- **Game 5**- **Friday, February 6th** at 5:00 pm – 10:00 pm
  - 2 fields X 1 day X 1 week X 5 hours X $5.00 per hour = $50.00
  - Paint and line 2 fields @$150 each =$300.00
- **Game 6**- **Friday, February 13th** at 5:00 pm – 10:00 pm
  - 2 fields X 1 day X 1 week X 5 hours X $5.00 per hour = $50.00
- **Game 7**- **Friday, February 20th** at 5:00 pm – 10:00 pm
  - 2 fields X 1 day X 1 week X 5 hours X $5.00 per hour = $50.00
  - Paint and line 2 fields @$150 each =$300.00
- **Game 8** – **Friday, February 27th** at 5:00 pm – 10:00 pm
  - 2 fields X 1 day X 1 week X 5 hours X $5.00 per hour = $50.00

Games Total - $400.00

Paint Total - $1200.00

Total - $1600.00

Certificate Of Completion

Envelope Id: 0593D3BD-DC89-43CF-8E78-EE8E41E05B4F
Status: Completed
Subject: SIGNATURE: Third Amendment Ocala Regional Sportsplex Lease Agreement - Jeremiaha Gates (REC/230104)
Source Envelope:
Document Pages: 4
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
1/9/2026 8:52:36 AM
Holder: April Adolf
aadolf@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Jeremiaha Gates jeremiahagates@gmail.com operator/owner Robinson Construction Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/14/2026 7:45:42 AM ID: 43440943-14d6-4d97-9343-aca782b20897	Signed by: Jeremiaha Gates 4FBF8AADD62A4C2... Signature Adoption: Pre-selected Style Using IP Address: 2601:883:c200:52a0:2c05:e5be:86da:54c1 Signed using mobile	Sent: 1/9/2026 9:19:07 AM Viewed: 1/14/2026 7:45:42 AM Signed: 1/14/2026 4:26:59 PM
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/14/2026 4:27:01 PM Viewed: 1/16/2026 8:57:12 AM Signed: 1/16/2026 9:09:48 AM
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/16/2026 9:09:49 AM Viewed: 1/23/2026 3:35:41 PM Signed: 2/5/2026 10:56:43 AM
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/5/2026 10:56:44 AM Viewed: 2/5/2026 11:07:16 AM Signed: 2/5/2026 11:07:29 AM

Signer Events	Signature	Timestamp

Electronic Record and Signature Disclosure:
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ID: f78f27f9-8777-4c9e-b838-845fc900afc5

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/9/2026 9:19:07 AM
Certified Delivered	Security Checked	2/5/2026 11:07:16 AM
Signing Complete	Security Checked	2/5/2026 11:07:29 AM
Completed	Security Checked	2/5/2026 11:07:29 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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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.

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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.

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SECOND AMENDMENT TO AGREEMENT FOR UNDERGROUND BORING AND CONDUIT INSTALLATION SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR UNDERGROUND BORING AND CONDUIT INSTALLATION SERVICES ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **BELLMORE ENTERPRISES, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 46-0937464) ("Contractor").

WHEREAS, on February 9, 2023, City and Contractor entered into an Agreement for Underground Boring and Conduit Installation Services (the "Original Agreement"), City of Ocala Contract Number: ELE/220774, for a term of two (2) years, from February 8, 2023 through February 7, 2025; and

WHEREAS, on October 8, 2024, City and Contractor entered into a First Amendment to Agreement for Underground Boring and Conduit Installation Services (the "First Amendment") to increase the expenditure for the current contract term, and to extend the contract term for the first of two (2) available one (1) year periods from February 8, 2025 through February 7, 2026; and

WHEREAS, City and Contractor now desire to renew the Original Agreement, as amended, for the second and final one (1) year renewal period available under the terms of the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional **ONE (1) YEAR** term beginning **FEBRUARY 8, 2026,** and terminating **FEBRUARY 7, 2027**.
4. **NOTICES**. All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Bellmore Enterprises, Inc.
Attention: Darcy Bellmore
16019 Redington Drive
Redington Beach, Florida 33708
Phone: 727-259-9366
E-mail: bellmoreinc@aol.com

Docusign Envelope ID: 11B89D98-F5CD-49E9-A142-6FD00281D8C3

If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
7. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

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IN WITNESS WHEREOF, the parties have executed this Second Amendment on 2/1/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
Janice Mitchell
5519BB43858A4E1...

Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

BELLMORE ENTERPRISES, INC.

DocuSigned by:
Darcy Bellmore
2368DD28283C495...

By: Darcy Bellmore
(Printed Name)

Title: PRESIDENT
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: 11B89D98-F5CD-49E9-A142-6FD00281D8C3
Status: Completed
Subject: SIGNATURE: Second Amendment Underground Boring Services - Bellmore Enterprises, Inc. (ELE/220774)
Source Envelope:
Document Pages: 3
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

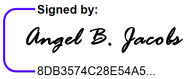
Record Tracking

Status: Original
1/23/2026 2:44:42 PM
Holder: April Adolf
aadolf@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Darcy Bellmore bellmoreinc@aol.com PRESIDENT Security Level: Email, Account Authentication (None)	DocuSigned by: Darcy Bellmore 2368DD28283C495... Signature Adoption: Pre-selected Style Using IP Address: 2603:9000:77f0:5d10:b93e:c0c9:91c5:ddbe	Sent: 1/23/2026 3:24:08 PM Viewed: 1/23/2026 4:26:34 PM Signed: 1/23/2026 4:27:32 PM
Electronic Record and Signature Disclosure: Accepted: 1/23/2026 4:26:34 PM ID: 9dc531dd-e3da-4286-83af-7476281b03fe		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/23/2026 4:27:33 PM Viewed: 1/27/2026 9:35:58 AM Signed: 1/27/2026 9:36:13 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 38.34.227.194 Signed using mobile	Sent: 1/27/2026 9:36:14 AM Viewed: 1/27/2026 1:00:44 PM Signed: 2/1/2026 7:00:21 AM
Electronic Record and Signature Disclosure: Accepted: 2/1/2026 7:00:06 AM ID: acf62b7a-49d3-4048-bb47-6413d826dc26		

Signer Events	Signature	Timestamp
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by:  8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/1/2026 7:00:22 AM Viewed: 2/2/2026 12:37:50 PM Signed: 2/2/2026 12:38:02 PM

Electronic Record and Signature Disclosure:
Accepted: 2/2/2026 12:37:50 PM
ID: 9c03dc0c-3f87-4ed5-bacd-63ca9bb68a18

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/23/2026 3:24:08 PM
Certified Delivered	Security Checked	2/2/2026 12:37:50 PM
Signing Complete	Security Checked	2/2/2026 12:38:02 PM
Completed	Security Checked	2/2/2026 12:38:02 PM

Payment Events	Status	Timestamps

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.

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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..

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- You can access and read this Electronic Record and Signature Disclosure; and
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- 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.

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AGREEMENT FOR PERFORMANCE SERVICES

THIS AGREEMENT FOR PERFORMANCE SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **HG MUSIC LLC D/B/A KÜF KNOTZ & CHRISTINE ELISE** ("Artist").

In consideration for the following covenants, conditions, and promises, City agrees to engage Artist for the Performance described below, and Artist agrees to provide services at such Performance under the following terms and conditions:

1. **PERFORMANCE**. City hereby engages Artist to furnish, and Artist agrees to provide **TWO (2)** sets each approximately **SIXTY (60) MINUTES** in length with **ONE (1)** twenty-minute break on **APRIL 11, 2026**, beginning at **1:00 P.M.**, and ending at **3:20 P.M.** (the "Performance"). In the event of inclement weather, the Rescheduled Date shall be on **APRIL 18, 2026**.
   A. City shall provide up to **FIVE HUNDRED AND NO/100 DOLLARS ($500)** in value as backline instruments for performance.
   B. The load in, set up and sound check time on the date of the Performance, or on Rescheduled Date, shall be at **12:00 P.M.**
   C. Exact time of scheduled Performance may change at City's discretion.
2. **VENUE.** The Performance shall take place at an outdoor venue at **TUSCAWILLA ART PARK STAGE** located at **213 NE 5TH STREET, OCALA, FLORIDA 34470**, during the 2026 Tuscawilla Art Park Literary and Poetry Festival (the "Event").
3. **COMPENSATION**. Artist shall be paid the total sum of **TWO THOUSAND, FOUR HUNDRED AND NO/100 DOLLARS ($2,400)** for the entire Performance (the "Performance Fee") payable as follows:
   A. The City shall pay a lump sum to Artist equal to **ONE THOUSAND, TWO HUNDRED AND NO/100 DOLLARS ($1,200)** by check made payable to **HG MUSIC LLC** as a deposit towards the Performance Fee set forth above due upon countersigned contract. This deposit may be fully refundable to City pursuant to the terms set forth in Paragraph 7 below.
   B. City shall remit payment for the remaining balance of the Performance Fee, in the amount of **ONE THOUSAND, TWO HUNDRED AND NO/100 DOLLARS ($1,200)**, via hand-delivery to Artist immediately following the Performance unless the parties otherwise agree.
4. **EXCLUSIVE PERFORMANCE.** Artist agrees not to accept any other engagement of any sort or kind within a radius of **THIRTY (30)** miles of the Venue (as identified in Section 2 above) for the time period **THIRTY (30) DAYS** prior to the date of the Performance (as identified in Section 1 above).
5. **AMOUNTS DUE TO THE CITY.** Artist must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Artist may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
6. **PERFORMANCE POLICY AND ARTIST RESPONSIBILITIES**. Artist's Performance must be suitable for family audiences. Artist and its employees and/or agents shall perform and conduct themselves in a manner that is consistent with City standards as specified below. Artist's failure to abide by the provisions of this Paragraph shall constitute a material breach of this Agreement at which time City shall have the right to immediately cancel the Performance and dismiss Artist from the Venue, and Artist shall forfeit any remaining compensation due under Paragraph 3 above:
   A. **Smoking and Prohibited Substances**: The use of alcohol, illegal drugs, or other controlled substances by Artist, its employees and/or agents during the Performance is strictly prohibited. Artist shall not perform while under the influence of alcoholic beverages, illegal drugs or other controlled substances. Venue is a non-smoking facility, and no smoking is permitted

within the provided hospitality space or within thirty (30) feet of egress doorways. All smoking must take place in outdoor designated areas.

B. **Prohibited Conduct**: Artist's Performance must be suitable for family audiences and Artist, its employees, and/or agents agree to conduct themselves in a professional and courteous manner in compliance with City standards at all times during the performance of their duties under this Agreement. Examples of behavior, dress, and/or language considered to be inconsistent with City standards include, but is not limited to, that which:
   (i) demeans and/or exploits persons on the basis of gender, race, or other grounds;
   (ii) references alcohol, drugs, obscene acts, or other explicit subjects;
   (iii) contains political references, religious proselytizing, discriminatory, or sexually explicit language or images.

C. **Sound and Lighting**: Artist agrees to use the sound and lighting services and personnel provided by the City for the audio and lighting reinforcement of the Performance. Artist agrees that all decisions regarding sound and lighting shall be made solely by City and/or City's production team and will abide by them accordingly.

D. **Stage Access**: Artist acknowledges that stage entry is permitted to Artist, and personnel in capacity for performance and setup. The City will limit stage access to city staff, production staff, and approved community partners and/or sponsors. The public is not permitted on stage before, during, or after the performance.

E. **Pyrotechnics**: Artist shall not be permitted to have or use any type of electronic or pyrotechnic display that in any way creates a hazardous condition for the audience

F. **Copyrights and Licenses**: Artist shall be responsible for obtaining any and all necessary licenses or authorizations related to the provision of its services under this agreement including, but not limited to any ASCAP, BMI, or SESAC license required for the playing of music subject to copyright and shall ensure that any and all license payments required to be made by Artist are made promptly and directly to the licensing or authorizing organization.

7. **NON-PERFORMANCE.** If Artist is unable to provide the Performance due to illness or accident to the Artist or because of a Force Majeure event up to the scheduled performance date, then City shall have no obligation to pay the Performance Fee. If the City did not cancel the event at least THREE **(3)** days prior to its scheduled date, and/or if Artist is present at the venue at the designated date and time for the performance and is willing and able to perform but the Event is cancelled by the City on the day of the event, then Artist shall be paid the full Performance Fee.

8. **SALE OF MERCHANDISE.** City may permit Artist to sell merchandise at the Venue on the date of the Performance. City expressly reserves the right to withhold approval for merchandise sales by Artist. If approval for merchandise sales is granted by City, Artist may retain **ONE HUNDRED PERCENT (100%)** of Artist's gross merchandise sales. Artist shall provide City access to Artist's merchandise inventory and sales records.

9. **HOSPITALITY.** City will provide **ONE (1)** hot meal on the event day at the green room. Artist will secure their own travel and transportation to and from venue.

10. **FORCE MAJEURE.** The term "Force Majeure" shall include delays, damages, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond the party's control including, without limitation: fire, flood, strikes and labor disputes, pandemic, local or statewide states of emergency, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions or any other like reason which is beyond the control of the respective party.

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11. **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 Artist without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
12. **INSURANCE*.** Artist shall obtain general liability insurance issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-, as will provide coverage for claims for damages for bodily injury, including accidental death, as well as for claims for property damage. The amount of such insurance shall be not less than $200,000 for injury to one person arising out of a single incident and $400,000 for injuries to more than one person arising out of a single incident, and $200,000 for property damage with a reasonable deductible. Upon request by City, Artist shall provide City with certificates of insurance which shall list "City of Ocala, a Florida municipal corporation," as an Additional Insured. These insurance requirements do not relieve or limit the liability of Artist. Should Artist desire insurance protecting its personal property from casualty or damage while on the Venue, it will purchase such insurance, it being expressly understood that City is not obligated to purchase any insurance. The insurance required of Artist, or any other insurance of Artist shall be considered primary, and any insurance or self-insurance of City shall be considered excess, as may be applicable, to claims against City which may arise.

    ***Exceptions and exemptions to these insurance requirements may be allowed at the discretion of the City's HR/Risk Director on a case-by-case basis and evidenced by a separate waiver attached to this Agreement and incorporated herein.**

13. **INDEMNITY**. Artist shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the use of the venue by Artist or the use of any music, materials, devices, or processes that are patented, trademarked, franchised or subject to copyright.
14. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.
15. **JURY WAIVER**. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR

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BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

16. **PUBLIC RECORDS.** The Artist shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Artist 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 this chapter 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 the Artist 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 the Artist or keep and maintain public records required by the public agency to perform the service. If the Artist transfers all public records to the public agency upon completion of the contract, the Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Artist keeps and maintains public records upon completion of the contract, the Artist 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 THE ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'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.

17. **ASSIGNMENT.** This Agreement shall not be assigned by Artist without the prior written consent of City.
18. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
19. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

Docusign Envelope ID: E0BE3AD2-C53A-42B0-A0AE-0340B7A90D9C

20. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
21. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
22. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
23. **ELECTRONIC SIGNATURE(S).** Artist, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
24. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
25. **ENTIRE AGREEMENT.** This Agreement and the attached Riders, if any, contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. In the event of a conflict between the terms of this Agreement and the terms of any attached Riders, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement on 2/9/2026.

ATTEST:

Signed by: Angel B. Jacobs
8DB3574C28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by: Peter Lee
5BB28E162F2E4C2...
Peter Lee
City Manager

Approved as to form and legality:

Signed by: William E. Sexton, Esq.
4A55AB8A8ED04F3...
William E. Sexton, Esq.
City Attorney

HG MUSIC LLC D/B/A
KÜF KNOTZ AND CHRISTINE ELISE

DocuSigned by: Christine Gallagher
B6D328A1285A498...

By: Christine Gallagher
(Printed Name)

Title: Executive Director/ Performing Artist
(Title of Authorized Signatory)

Docusign Envelope ID: E0BE3AD2-C53A-42B0-A0AE-0340B7A90D9C

VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

HG Music LLC "Kuf Knotz & Christine Elise"

VENDOR NAME

60 S. Merion Ave, Bryn Mawr, PA 19010

VENDOR STREET ADDRESS, CITY, STATE, ZIP CODE

VENDOR acknowledges and understands that prior to commencement of an Agreement with the City of Ocala (the "City") and until completion of all obligations under said agreement, all vendors desiring to provide services to the City or to hold special events on City property are required to procure and maintain, for the life of said Agreement, the following types and limitations of liability insurance:

- **Commercial General Liability Insurance** identifying the City, a political subdivision of the State of Florida, and its officials, employees, and volunteers as additional insureds with an endorsement equal or broader to CG 20 26 04 13 from and against all claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons or damage to or loss of property arising out of or in any manner connected with the Vendor's services or event in the amounts of not less than ONE MILLION DOLLARS ($1,000,000.00) PER OCCURRENCE and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

VENDOR acknowledges and understands that **unless** CITY provides a written waiver of the insurance requirements, the failure of VENDOR to obtain and maintain the required insurance shall constitute a breach of contract.

By signing below, VENDOR intends for this document to serve as its written request for waiver of the foregoing insurance requirements for the following special event to occur on 4/11/26 (IDENTIFY DATE HERE): EVENT DESCRIPTION:

Performing Artists for Art Park Literary and Poetry Festival at Tuscawilla Art Park

In exchange for and acceptance of CITY's waiver of the foregoing insurance requirements, VENDOR, including its successors and assigns, does hereby covenant and agree to indemnify, hold harmless, and defend the City of Ocala and its elected officials, employees, and volunteers from and against any and all claims, actions, liability, loss, damage, injury, death, or expense of any and every kind which may accrue or be suffered by any person, partnership, or other entity of any kind, in whole or in part from the intentional or negligent acts or omissions of VENDOR or its employees, agents, subcontractors, successors, or assigns. In the event that any suit or action is brought against CITY, its elected officials, employees, or volunteers for any of the claims described herein, VENDOR, its successors and assigns shall defend the suit or action at VENDOR'S sole cost and expense and shall fully satisfy any judgment that is rendered against CITY, its elected officials, employees, or volunteers, or any combination thereof.

Docusign Envelope ID: E0BE3AD2-C53A-42B0-A0AE-0340B7A90D9C

IN WITNESS WHEREOF, the VENDOR sets its hand this 6th day of November, 20 25.

Christine Gallagher

VENDOR SIGNATURE

Christine Gallagher of HG Music LLC

VENDOR PRINTED NAME

Richard Dennis

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

■ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:
11/12/2025 (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE
_____ (Date)

Certificate Of Completion

Envelope Id: E0BE3AD2-C53A-42B0-A0AE-0340B7A90D9C
Status: Completed
Subject: SIGNATURE: Performance Services Agreement - HG Music LLC dba Küf Knotz Christine Elise (GRM/260244)
Source Envelope:
Document Pages: 7
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
2/6/2026 4:56:29 PM
Holder: April Adolf
aadolf@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Christine Gallagher cgmusictherapy@gmail.com Executive Director/ Performing Artist Küf Knotz & Christine Elise Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/7/2026 5:39:02 AM ID: d8221ddd-7b89-46a5-94c3-a93e075b2f6b	DocuSigned by: Christine Gallagher B6D328A1285A498... Signature Adoption: Pre-selected Style Using IP Address: 2600:4040:7503:8000:a5c5:c2fe:7a9c:e3fd Signed using mobile	Sent: 2/6/2026 5:23:05 PM Viewed: 2/7/2026 5:39:02 AM Signed: 2/7/2026 5:44:48 AM
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/7/2026 5:44:49 AM Viewed: 2/9/2026 2:37:07 PM Signed: 2/9/2026 2:37:20 PM
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/9/2026 2:37:21 PM Viewed: 2/9/2026 5:15:20 PM Signed: 2/9/2026 5:15:30 PM
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/9/2026 5:15:31 PM Viewed: 2/10/2026 11:17:27 AM Signed: 2/10/2026 11:17:41 AM

Signer Events	Signature	Timestamp

Electronic Record and Signature Disclosure:
Accepted: 2/10/2026 11:17:27 AM
ID: 2d6a179f-65a1-4329-a8e0-972234383160

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/6/2026 5:23:06 PM
Certified Delivered	Security Checked	2/10/2026 11:17:27 AM
Signing Complete	Security Checked	2/10/2026 11:17:41 AM
Completed	Security Checked	2/10/2026 11:17:41 AM

Payment Events	Status	Timestamps

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.

Docusign Envelope ID: EC8BD098-57D6-4D6D-8F8C-7DE9AD3EA5F3

Marion County Day
2026 Vendor Hold Harmless

Event Date: Saturday, March 28, 2026
10:00 a.m. - 3:00 p.m.

Setup Times: Friday, March 27, 2026 from 6:00-8:00 p.m. and
Saturday, March 28, 2026 from 7:00-9:00 a.m.

By signing below, you ("Vendor") accept and acknowledge the following Hold Harmless. Precaution shall be exercised at all times by the Vendor for the protection of all persons, including employees, and property. The Vendor shall comply with all laws, regulations, or ordinances relating to safety and health, and shall make special effort to detect hazardous conditions and take prompt action where safety measures should reasonably be expected. Vendor shall indemnify and hold harmless Marion County, its officers, employees and agents from all suits, claims, or actions of every name and description brought against Marion County based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of the Vendor or its employees, volunteers, officers, or agents while performing services for the Marion County event. *See Below

Vendor/Participant Name or Business: City of Ocala

Signature: DocuSigned by: Ken Whitehead 5677F71E38874F4... **Date:** 2/2/2026

Representative Name (Printed): Ken Whitehead **Title:** Assistant City Manager

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...

*The City of Ocala's indemnity is limited, however, to the limits set forth in Florida Statute 768.28 in force at the time this agreement was entered into by the parties. Nothing in this agreement is intended to waive the sovereign immunity protections provided to the City of Ocala pursuant to Florida law.

Certificate Of Completion

Envelope Id: EC8BD098-57D6-4D6D-8F8C-7DE9AD3EA5F3
Status: Completed
Subject: FOR SIGNATURE - Marion County Day - Hold Harmless Agreement
Source Envelope:
Document Pages: 1
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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
1/29/2026 2:09:44 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/29/2026 2:10:43 PM Viewed: 1/30/2026 4:25:32 PM Signed: 1/30/2026 4:25:48 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/30/2026 4:25:49 PM Viewed: 2/2/2026 8:23:07 AM Signed: 2/2/2026 8:24:43 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/29/2026 2:10:43 PM
Certified Delivered	Security Checked	2/2/2026 8:23:07 AM
Signing Complete	Security Checked	2/2/2026 8:24:43 AM
Completed	Security Checked	2/2/2026 8:24:43 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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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.

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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

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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
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Docusign Envelope ID: 63032DEA-3837-4E9B-A843-AD1147CA73B9

AGREEMENT FOR PROVISION AND INSTALLATION OF GATE

THIS AGREEMENT FOR PROVISION AND INSTALLATION OF GATE ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MATERIAL HANDLING SYSTEMS, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 65-0595039) ("Contractor").

R E C I T A L S :

WHEREAS, City is in need of a gate to be installed at the Ocala Fiber Network facility, located at 3001 NE 21st Street, Ocala, FL 34470; and

WHEREAS, City requested quotations from three (3) contractors (the "Solicitation") and, after consideration of price and other evaluation factors set forth in the Solicitation, the quotation submitted by Material Handling Systems, Inc., was found to be the lowest; and

WHEREAS, Material Handling Systems, Inc., was chosen as the intended awardee to provide and install a gate at the Ocala Fiber Network facility (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project; and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

T E R M S O F A G R E E M E N T :

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the quote submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Price Proposal (A-1 through A-3)

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A – Price Proposal** and the Solicitation Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor a maximum limiting amount of **SEVEN THOUSAND, TWO HUNDRED AND NO/100 DOLLARS ($7,200)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the pricing schedule in **Exhibit A – Price Proposal** and other requirements set forth in the Contract Documents. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.

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A. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice at the completion of the Project once all final inspections have been approved through the responsible City Project Manager at: **City of Ocala Facilities Management Department**, Attn:_**Charles Stewart**, Address: **1805 NE 30th Avenue, Building 200, Ocala, Florida 34470**; E-Mail: cstewart@ocalafl.gov.

B. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

C. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

D. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

E. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

F. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

A. Contractor shall mobilize and commence work no later than **FOURTEEN (14)** working days from the date of issuance of a Notice to Proceed for the Project by City. At no time will the Contractor be allowed to lag behind.

B. **All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager, and work shall achieve Final Completion and be ready for final payment no later than THIRTY (30) days after Substantial Completion of the Project**.

C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain

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more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

D. **Weather Days:** Contractor shall submit a written request to the City Project (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work shall be considered in the determination for granting additional days.

E. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.

F. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.

6. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

7. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

8. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.

   A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the

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Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

9. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
      (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
      (2) Contractor provides material that does not meet the specifications of the Agreement;
      (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
      (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

   B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

   C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
      (1) City shall be entitled to terminate this Agreement without further notice;
      (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;

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(3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and

(4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; (ii) any other remedy as provided by law.

D. **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.

10. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **THREE (3)** years from the date of Final Completion. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **THREE (3)** years from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.
11. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
12. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
13. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.

B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.

C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.

D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.

E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

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F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

14. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
    A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
    C. Contractor shall be responsible to see that the finished work complies accurately with this Agreement and the intent thereof.
    D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, including, but not limited to obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
    E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
    F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
    G. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

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16. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES**. City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City, if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
    A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.
    B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.
17. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
18. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.
19. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
20. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of Commercial General Liability insurance with limits not less than:
    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
    C. Policy must include coverage for contractual liability and independent contractors.
    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

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21. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

    A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

    B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

    C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

22. **ADDITIONAL INSURANCE REQUIREMENTS.**

    A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

    B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty to include any loss not covered because of the operation of such deductible, co-insurance penalty, or coverage exclusion or limitation.

    C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

    D. **City as an Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk

Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include, or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

23. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
    A. All employees on the work and other persons that may be affected thereby;
    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

24. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.
    A. In addition to the requirements set forth in its bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.

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B. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

25. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

26. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

27. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

28. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

29. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither

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Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

30. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
31. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
32. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
33. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the 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 the 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 the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

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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.

34. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
35. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
36. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
37. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
38. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
39. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
40. **INDEMNITY.** Contractor shall indemnify, defend, and hold harmless City and its elected officials, employees and volunteers against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful acts of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights

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granted to or exercised by Contractor.

41. **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.

42. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Material Handling Systems, Inc. Attention: Nicole House 2502 JMT Industrial Drive, Unit 109 Apopka, Florida 32703 Phone: 954-391-5452 E-mail: orlandosales@mhscrane.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: wsexton@ocalafl.gov

43. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

44. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED

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HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

45. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the state of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the state of Florida.
46. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
47. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
48. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
49. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
50. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
51. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
52. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
53. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a

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duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

54. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

55. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 2/3/2026.

ATTEST:

Signed by: Angel B. Jacobs 8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by: Ken Whitehead 5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8ABED04F3...

William E. Sexton, Esq.
City Attorney

MATERIAL HANDLING SYSTEMS, INC.

DocuSigned by: Ronald Fontes 08A1183F79504A6...

By: Ronald Fontes
(Printed Name)

Title: President
(Title of Authorized Signatory)

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MHS
www.MHScrane.com

MATERIAL HANDLING SYSTEMS INC.

Scan QR Code to view our website

Q3160-254

August 21, 2025
Valid for 30 days

TO: City of Ocala – Facilities
1805 NE 30th Avenue
Ocala, FL 34470
Attn: Gary Crews / Chris St John / Charles Stewart
Phone: 352-844-6477 / 352-629-8442 / 352-484-3807
Email: gcrews@ocalafl.gov; cstjohn@ocalafl.gov; cstewart@ocalafl.gov

SUBJECT: Labor to install Lift Master gate controller on 16' cantilever

NOTE: City providing at the time of installation:

- Lift Master SL3000501UL
- Cement pad with conduit
- All wiring leading to the controller, installed in conduit and properly labeled.

ESTIMATE	Qty	Rate	Tax	Total
Labor – Regular Hours	16	$85.00	$0.00	$1,360.00
Labor – Overtime Hours	8	$130.00	$0.00	$1,040.00

TOTAL: _____ $2,400.00

Please review the quote and contact me to schedule your repairs.

Robert Arnold
Central Florida, Manager
E-mail: orlandomanager@mhscrane.com
Phone: 407-450-6309

Nicole House
Sales Coordinator, Orlando Branch
Email: orlandosales@mhscrane.com
Phone: 954-391-5452

Docusign Envelope ID: 63032DEA-3837-4E9B-A843-AD1147CA73B9

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Ocala, FL 34470
Attn: Gary Crews / Chris St John / Charles Stewart
Phone: 352-844-6477 / 352-629-8442 / 352-484-3807
Email: gcrews@ocalafl.gov; cstjohn@ocalafl.gov; cstewart@ocalafl.gov

SUBJECT: Labor to install Lift Master gate controller on 20' cantilever

NOTE: City providing at the time of installation:

- Lift Master SL3000501UL
- Cement pad with conduit
- All wiring leading to the controller, installed in conduit and properly labeled.

ESTIMATE	Qty	Rate	Tax	Total
Labor – Regular Hours	16	$85.00	$0.00	$1,360.00
Labor – Overtime Hours	8	$130.00	$0.00	$1,040.00

TOTAL: _____ $2,400.00

Please review the quote and contact me to schedule your repairs.

Robert Arnold
Central Florida, Manager
E-mail: orlandomanager@mhscrane.com
Phone: 407-450-6309

Nicole House
Sales Coordinator, Orlando Branch
Email: orlandosales@mhscrane.com
Phone: 954-391-5452

Docusign Envelope ID: 63032DEA-3837-4E9B-A843-AD1147CA73B9

MHS
www.MHScrane.com

MATERIAL HANDLING SYSTEMS INC.

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Q3162-254

August 21, 2025
Valid for 30 days

TO: City of Ocala – Facilities
1805 NE 30th Avenue
Ocala, FL 34470
Attn: Gary Crews / Chris St John / Charles Stewart
Phone: 352-844-6477 / 352-629-8442 / 352-484-3807
Email: gcrews@ocalafl.gov; cstjohn@ocalafl.gov; cstewart@ocalafl.gov

SUBJECT: Labor to install Lift Master gate controller on 25' cantilever

NOTE: City providing at the time of installation:

- Lift Master SL3000501UL
- Cement pad with conduit
- All wiring leading to the controller, installed in conduit and properly labeled.

ESTIMATE	Qty	Rate	Tax	Total
Labor – Regular Hours	16	$85.00	$0.00	$1,360.00
Labor – Overtime Hours	8	$130.00	$0.00	$1,040.00

TOTAL: _____ $2,400.00

Please review the quote and contact me to schedule your repairs.

Robert Arnold
Central Florida, Manager
E-mail: orlandomanager@mhscrane.com
Phone: 407-450-6309

Nicole House
Sales Coordinator, Orlando Branch
Email: orlandosales@mhscrane.com
Phone: 954-391-5452

Certificate Of Completion

Envelope Id: 63032DEA-3837-4E9B-A843-AD1147CA73B9
Status: Completed
Subject: SIGNATURE: Gate Installation Agreement (OFN) - Material Handling Systems, Inc. (FAC/260390)
Source Envelope:
Document Pages: 18
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
1/21/2026 8:55:02 AM
Holder: April Adolf
aadolf@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Ronald Fontes ron@mhscrane.com President Security Level: Email, Account Authentication (None)	DocuSigned by: Ronald Fontes 08A1183F79504A6... Signature Adoption: Pre-selected Style Using IP Address: 12.15.35.227	Sent: 1/21/2026 10:38:20 AM Viewed: 1/21/2026 12:11:05 PM Signed: 1/21/2026 12:13:39 PM
Electronic Record and Signature Disclosure: Accepted: 1/21/2026 12:11:05 PM ID: da5299cc-5475-4815-9253-0d23e37d713a		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/21/2026 12:13:41 PM Viewed: 1/27/2026 3:43:33 PM Signed: 1/27/2026 3:46:22 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/27/2026 3:46:23 PM Viewed: 1/28/2026 8:53:18 AM Signed: 2/3/2026 2:12:43 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/3/2026 2:12:44 PM Viewed: 2/3/2026 2:57:03 PM Signed: 2/3/2026 2:57:29 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 2/3/2026 2:57:03 PM ID: a9b237f6-cebb-4ebf-b3dd-4a406ae9bc0f		

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

Carbon Copy Events	Status	Timestamp
Danielle Fontes danielle.fontes@mhscrane.com COO Material Handling Systems Inc Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/21/2026 10:35:27 AM ID: 1276735e-3f55-4fde-835e-11acff12d4f9	COPIED	Sent: 1/21/2026 10:38:22 AM
Nicole House orlandosales@mhscrane.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/21/2026 9:50:21 AM ID: 1247012d-8dfd-4e8b-915d-41aa66509208	COPIED	Sent: 1/21/2026 9:50:49 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/21/2026 9:36:20 AM
Certified Delivered	Security Checked	2/3/2026 2:57:03 PM
Signing Complete	Security Checked	2/3/2026 2:57:29 PM
Completed	Security Checked	2/3/2026 2:57:29 PM

Payment Events	Status	Timestamps

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.

Docusign Envelope ID: 8CA32202-C3E5-4360-A16E-FF16EB95AB1D

AGREEMENT FOR ARTWORK LOAN AND DISPLAY

THIS AGREEMENT FOR ARTWORK LOAN AND DISPLAY ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **RONDA RICHLEY** ("Artist").

WHEREAS, City is a municipality which regularly utilizes its public spaces to provide exhibit space to local and regional artists for the benefit, use, and enjoyment of its citizens and visitors; and

WHEREAS, Artist is the creator and exclusive owner of certain artwork identified and set forth in the attached **Exhibit A - Artwork** (the "Artwork") and all intellectual property rights therein; and

WHEREAS, Artist desires to loan the Artwork to City for public display and sale; and

WHEREAS, City agrees to display the Artwork in certain of its public spaces as set forth herein for the term of this Agreement for the benefit, use, and enjoyment of its citizens and visitors (hereinafter referred to as the "Exhibition").

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **RECITALS**. City and Artist hereby represent and warrant that the Recitals set forth above are true and correct.
2. **LOAN, USE, CREDIT, AND SALE OF ARTWORK.** Artist grants to City a loan of the Artwork for public display during the City of Ocala's **PASSIONATE MUSICIANS** exhibition, at **CITY HALL,** located at **110 SE WATULA AVE, OCALA FL 34471**from **MARCH 16, 2026,** through **JULY 16, 2026**.
   A. **Licensed Use.** Artist shall retain all copyrights and other intellectual property rights to the Artwork. Artist hereby expressly grants to City:
      (i) the right to display the Artwork in its public spaces; and
      (ii) an irrevocable right to photograph or film images of the Artwork and use such photographs and film for reproduction in publications now known or later developed by City or for educational, publicity or promotional purposes, provided that such use shall not be for commercial purposes. This grant shall survive the termination of this Agreement.
   B. **Artistic Credit.** City may display with the Artwork information identifying Artist as the creator of the Artwork ("Artistic Credit"). Artist shall be responsible for providing City with Artistic Credit information at the time that the Artwork is transferred to City.
   C. **City's Right to Refuse Artwork**. Artist acknowledges and agrees that City has the right to refuse to exhibit any piece of the Artwork in the City's sole discretion at any time and for any reason including, without limitation, available space, relevance, and content.
   D. **Sale of Artwork.** For any Artwork that has been selected by Artist to be for sale at the Exhibition, City shall include with its display of the Artistic Credit for the Artwork contact information for those persons interested in purchasing the Artwork. All sales and related negotiations for the Artwork shall be the sole responsibility of Artist. Any artwork sold during the Exhibition must remain on-site for the duration of the term of this Agreement, or any subsequent renewal term, unless authorized by City or its authorized representative. Artist shall pay to the City **THIRTY PERCENT (30%)** of the gross receipts generated from Artwork sales during the term of this agreement. City shall have the right to audit or to authorize audits of Artist's books, records, and accounts relevant to its obligations under this Agreement. If any audit performed by City discloses an under-reporting of gross receipts, Artist shall pay to City any amounts due under this Agreement within **FIFTEEN (15)** calendar days of written notice by City.

Docusign Envelope ID: 8CA32202-C3E5-4360-A16E-FF16EB95AB1D

3. **LOAN PERIOD, RENEWAL AND TERMINATION.** The Artwork Loan Period ("Loan Period") shall begin on **MARCH 16, 2026,** and shall end on **JULY 16, 2026,** unless otherwise renewed or terminated pursuant to this Agreement.
   A. **Renewal**. The Loan Period may be renewed or extended upon the written consent of both parties, which shall specify the length of the term and any additional consideration exchanged during such renewal.
   B. **Termination**. 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. City shall provide written notice of the termination to Artist and coordinate arrangements for the removal of the Artwork.
4. **TRANSFER, INSTALLATION, CARE, AND REMOVAL OF ARTWORK.** Artist shall deliver, or cause to be delivered, the Artwork to City on or before **MARCH 16, 2026.** Artist shall retrieve the Artwork, or cause the artwork to be retrieved, from City no earlier than **JULY 16, 2026,** unless otherwise agreed to by the parties.
   A. **Delivery of Artwork**: City shall take possession of the Artwork at **CITY HALL,** located at **110 SE WATULA AVENUE, OCALA, FLORIDA 34471**; or at such other City property or City website that the City deems appropriate from time to time. All costs incurred in connection with the delivery and/or shipment of the Artwork from the Artist to the City shall be borne by Artist. City has the right to relocate the Artwork to other City-owned sites during the Loan Period. City shall provide reasonable notice to Artist of its intent to relocate the Artwork, however, City's decision regarding relocation of the Artwork is final and may occur at any time.
   B. **Condition of Artwork Upon Transfer to City**: The absence of any notation in this Agreement as to the condition of the Artwork at the time it is received by City shall not be construed to mean that the Artwork was in good condition upon receipt. Prior to installation, Artist shall assume all risk of loss or damage to the Artwork and shall take such measures as are reasonably necessary to protect the Artwork from loss or damage.
   C. **Installation and De-Installation of Artwork**: City shall supervise the installation and de-installation of the Artwork while the Artwork is in the possession of City. Artist agrees to take all actions reasonably necessary to facilitate the City's timely, safe, and cost-effective installation and de-installation of the Artwork.
   D. **Surrender and Removal of Artwork**: The Artwork shall be returned or released to Artist or Artist's authorized representative. All costs incurred in connection with the delivery and/or shipment of the Artwork from the City to the Artist shall be borne by the Artist. City reserves the right to request the immediate removal of the Artwork from City's public spaces at any time by sending written notice to Artist.
   E. **Abandonment of Artwork:** Artist's failure to remove the Artwork within **SIXTY (60)** days after the expiration of this Agreement, or after otherwise being provided with written request from City for immediate removal of the Artwork, such Artwork shall be deemed to be abandoned and shall become property of City and City shall have the right to dispose of the Artwork and any other items related thereto in any manner deemed appropriate in the sole discretion of the City. Under no circumstances shall City be obligated to ship or otherwise transport the Artwork.
5. **CONSIDERATION** Artist acknowledges and agrees that as consideration for the services rendered by Artist under this Agreement, the City shall provide Artist with the opportunity to exhibit and market the Artwork in a public forum, thereby increasing Artist's recognition and likelihood of selling the Artwork. City shall not otherwise compensate Artist for use of the Artwork pursuant to this Agreement or reimburse Artist for any expenses incurred in providing the Artwork.

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6. **ARTIST'S WARRANTIES AND REPRESENTATIONS**. Artist warrants and represents as follows:
   A. Artist is the sole owner of and has full legal title to all objects that constitute the Artwork under this Agreement;
   B. Artist has full authority and power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;
   C. The installation and removal of the Artwork will not unacceptably damage or alter the Artwork;
   D. The total value of the Artwork is in the amounts noted on the attached **Exhibit A - Artwork**.
   E. Nothing in the Artwork defames any person or entity, infringes upon any copyright, or otherwise violates the rights of any third party.
7. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.
8. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
9. **INDEMNIFICATION.** Artist shall indemnify and hold harmless City and its elected officials, employees and volunteers against any and all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City may sustain or which may be asserted against City or its elected officials, employees, and volunteers arising out of the activities contemplated by this Agreement including, without limitation, any action, claim, suit, or liability based on a claim that work performed under this Agreement by Artist, or Artist's agents or subcontractors, constitutes an infringement of any patent, copyright, trademark, trade name, or other proprietary right of any kind. This Section shall survive the termination or other expiration of this Agreement. Artist shall advise City, in writing, within **TWENTY-FOUR (24)** hours of any known claim or demand made against the City or Artist relating to or arising out of Artist's activities under this Agreement.
10. **MAINTENANCE OR REPAIR OF ARTWORK.** City agrees to ensure that the Artwork will be maintained and protected to the extent practical. Artist shall supply City with any written maintenance instructions for the Artwork as applicable. In the event of damage to the Artwork requiring restoration or repair, the City shall, if practicable, offer the Artist the first opportunity to restore or repair the Artwork and, in any case, shall consult with the Artist with respect to the restoration or repairs. If no response is received from the Artist within **FIVE (5)** business days, City shall have the right to proceed in any manner listed below and shall provide notice to Artist of its intended course of action:
    A. City may repair the Artwork at its own expense after providing reasonable notice to Artist of the intended course of action and the associated costs prior to undertaking such repairs. Within **FIVE (5)** business days of receipt of such notice, Artist shall have the right to provide City with written notice of its denial of City's proposed repair and its election undertake the repairs itself, but in any such case Artist shall pay any costs exceeding the cost estimate provided in City's notice.
    B. City may de-install and surrender possession of the Artwork to Artist pursuant to Paragraph 4, above
11. **RISK OF LOSS DURING LOAN PERIOD.** The risk of loss or damage to the Artwork during the Loan Period shall be the responsibility of the City upon acceptance of the Artwork by City.
    A. City shall list the Artwork on its schedule of insured property for which it is self-insured and on any property and casualty insurance purchased by the City for the benefit and protection of

Artist in the event the Artwork is damaged or destroyed by an act which would be an insurable risk under either the City's self-insurance and/or purchased insurance protections, consistent with the City's legal ability to do so in accordance with the requirements and restrictions of Florida Statute § 768.28.

B. During the Loan Period, the City shall insure the Artwork against damage or loss in an amount equal to the lesser of: (a) the amounts set forth in **Exhibit A - Artwork**; or (b) $15,000.00. The amounts set forth in **Exhibit A – Artwork** are the Artist's estimate of fair market value and does not preclude the City from later disputing the claimed fair market value.

C. The City's obligation to provide insurance for the Artwork is solely for the duration of the Loan Period and only while the Artwork is in the possession and control of City. City shall have no liability for damage or destruction that may occur during transportation to or from the City, during installation, or during removal.

12. **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.

13. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Artist:	Ronda Richley 8332 SW 92nd Cir, Ocala, FL 34481 Phone: 407-466-6365 E-mail: rondarichley@gmail.com
If to City of Ocala:	Daphne M. Robinson, Esq. Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 Email: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, FL 34471 Phone: 352-401-3972 E-Mail: cityattorney@ocalafl.gov

14. **ACCESS TO FACILITIES**. City shall provide Artist with access to all City facilities as is reasonably necessary for Artist to perform its obligations under this Agreement.

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15. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
16. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
17. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
18. **ATTORNEY'S FEES.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
19. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
20. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
21. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons

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to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

22. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
24. **ELECTRONIC SIGNATURE(S).** Artist, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
25. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement supersedes any previous agreements for the Artwork referenced herein.
26. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 2/2/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Peter Lee
5BB28E162F2E4C2...

Peter Lee
City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

ARTIST

DocuSigned by:
Ronda Richley
B164E53A98D24B6...

Ronda Richley

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Exhibit A- Artwork

Passionate Musicians/ March 16, 2026-July 16, 2026



On the Road Again	Cajun Beat	Mardi Gras Time	The Saxman	The Sharp Dressed Man
24” x 36”	36” x 24”	36” x 24”	40” x 30”	48’’ x 30’’
Acrylic	Acrylic	Acrylic	Acrylic	Acrylic
$1,195	$1,195	$1,195	$1,395	$1,595

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Exhibit A- Artwork

Passionate Musicians/ March 16, 2026-July 16, 2026

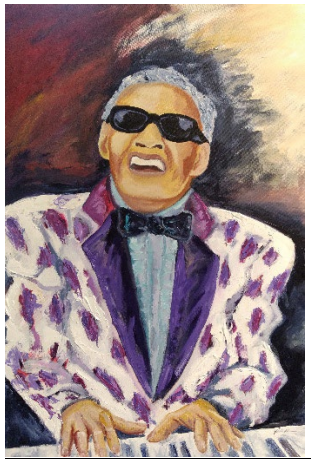


The Bass Man	The Jazz Man	Jamaican Jam	Try	A Piece of My Heart
48” x 30”	40” x 30”	40” x 30”	40” x 30”	36’’ x 24’’
Acrylic	Oil	Acrylic	Acrylic	Acrylic
$1,595	$1,995	$1,395	$1,395	$1,195

Docusign Envelope ID: 8CA32202-C3E5-4360-A16E-FF16EB95AB1D

Exhibit A- Artwork

Passionate Musicians/ March 16, 2026-July 16, 2026









Georgia on My Mind 36” x 24” Acrylic $1,195	Voodoo Child 24” x 36” Acrylic $1,195	Bluez 1 8” x 8” Acrylic $100	Bluez 2 10” x 10” Acrylic $125	Bluez 3 10’’ x 10’’ Acrylic $125

Docusign Envelope ID: 8CA32202-C3E5-4360-A16E-FF16EB95AB1D

Exhibit A- Artwork

Passionate Musicians/ March 16, 2026-July 16, 2026








Concerto in the Three Minor Hearts 30” x 40” Acrylic $1,795	Music From My Heart 24” x 24” Acrylic $595	Freddie 24” x 24” Oil $495	STOP! 48” x 60” Oil $3,495	The HasBeens 30’’ x 48’’ Acrylic $1,495

Docusign Envelope ID: 8CA32202-C3E5-4360-A16E-FF16EB95AB1D

Exhibit A- Artwork

Passionate Musicians/ March 16, 2026-July 16, 2026



Always	Believe	Dream	Harmony	Hope
12” x 12”	12” x 12”	12” x 12”	12” x 12”	12’’ x 12’’
Acrylic	Acrylic	Acrylic	Acrylic	Acrylic
$195	$195	$195	$195	$195

Docusign Envelope ID: 8CA32202-C3E5-4360-A16E-FF16EB95AB1D

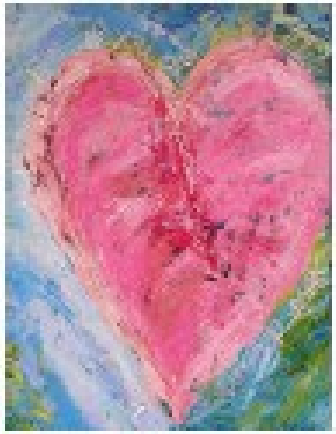
Exhibit A- Artwork

Passionate Musicians/ March 16, 2026-July 16, 2026









Live Heart	Music Moves My Soul	Purple Haze 2	Soar to New heights
12” x 12”	16” x 8”	16” x 16”	40’’ x 30’’
Acrylic	Acrylic	Mixed Media	Acrylic and oil
$195	$75	$295	$1,395

Docusign Envelope ID: 8CA32202-C3E5-4360-A16E-FF16EB95AB1D

Exhibit A- Artwork

Passionate Musicians/ March 16, 2026-July 16, 2026



Strong 12” x 12” Acrylic $195	Sweet 16 48” x 48” Acrylic and Oil $2,495	There’s Music in My Heart 30” x 30” Acrylic $595	True 12” x 12” Acrylic $195

Docusign Envelope ID: 8CA32202-C3E5-4360-A16E-FF16EB95AB1D

VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

Ronda Richley

VENDOR NAME

8332 SW 92nd Cir, Ocala FL 34481

VENDOR STREET ADDRESS, CITY, STATE, ZIP CODE

VENDOR acknowledges and understands that prior to commencement of an Agreement with the City of Ocala (the "City") and until completion of all obligations under said agreement, all vendors desiring to provide services to the City or to hold special events on City property are required to procure and maintain, for the life of said Agreement, the following types and limitations of liability insurance:

- **Commercial General Liability Insurance** identifying the City, a political subdivision of the State of Florida, and its officials, employees, and volunteers as additional insureds with an endorsement equal or broader to CG 20 26 04 13 from and against all claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons or damage to or loss of property arising out of or in any manner connected with the Vendor's services or event in the amounts of not less than ONE MILLION DOLLARS ($1,000,000.00) PER OCCURRENCE and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

VENDOR acknowledges and understands that **unless** CITY provides a written waiver of the insurance requirements, the failure of VENDOR to obtain and maintain the required insurance shall constitute a breach of contract.

By signing below, VENDOR intends for this document to serve as its written request for waiver of the foregoing insurance requirements for the following special event to occur on March 2026-July 2026 (IDENTIFY DATE HERE): EVENT DESCRIPTION:

Art Exhibition at City Hall

In exchange for and acceptance of CITY's waiver of the foregoing insurance requirements, VENDOR, including its successors and assigns, does hereby covenant and agree to indemnify, hold harmless, and defend the City of Ocala and its elected officials, employees, and volunteers from and against any and all claims, actions, liability, loss, damage, injury, death, or expense of any and every kind which may accrue or be suffered by any person, partnership, or other entity of any kind, in whole or in part from the intentional or negligent acts or omissions of VENDOR or its employees, agents, subcontractors, successors, or assigns. In the event that any suit or action is brought against CITY, its elected officials, employees, or volunteers for any of the claims described herein, VENDOR, its successors and assigns shall defend the suit or action at VENDOR'S sole cost and expense and shall fully satisfy any judgment that is rendered against CITY, its elected officials, employees, or volunteers, or any combination thereof.

Docusign Envelope ID: 8CA32202-C3E5-4360-A16E-FF16EB95AB1D

From: Richard Dennis
To: Jamie Antonetti
Subject: FW: Insurance Waiver for Art in City Spaces
Date: Thursday, January 22, 2026 9:02:21 AM
Attachments: Richley Insurance Ack. Waiver PDF Fillable.pdf
image001.png
image002.png

IN WITNESS WHEREOF, the VENDOR sets its hand this 14 day of January, 2025.

Ronda Richley — this is how it signed it.

VENDOR SIGNATURE

Ronda Richley

VENDOR PRINTED NAME

Richard Dennis

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☒ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:
1/22/26 (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE
_____ (Date)

From: Jamie Antonetti <jantonetti@ocalafl.gov>
Sent: Thursday, January 22, 2026 8:58 AM
To: Richard Dennis <rdennis@ocalafl.gov>
Subject: Insurance Waiver for Art in City Spaces

Good morning, Richard

Attached is the Hold Harmless Agreement for Ronda Richley, exhibiting artist for Art in City Spaces at City Hall.

- Vendor: artist
- Vendor Activities/Services: Display of artwork at City Hall.
- Date(s) Vendor will be onsite: 3/16/2026-7/16/2026
- Reason for Waiver: exhibiting artist

Please let me know if there's anything else you need.

Best regards,

Jamie Antonetti

Docusign Envelope ID: 8CA32202-C3E5-4360-A16E-FF16EB95AB1D

IN WITNESS WHEREOF, the VENDOR sets its hand this 14 day of January, 2025.

Ronda Richley this is how it signed it,

VENDOR SIGNATURE

Ronda Richley

VENDOR PRINTED NAME

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☐ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:
_____ (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE
_____ (Date)

Certificate Of Completion

Envelope Id: 8CA32202-C3E5-4360-A16E-FF16EB95AB1D
Status: Completed
Subject: SIGNATURE - Agreement for Artwork Loan and Display - Ronda Richley (GRM/260438)
Source Envelope:
Document Pages: 16
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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
1/30/2026 12:51:17 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Ronda Richley rondarichley@gmail.com Security Level: Email, Account Authentication (None)	DocuSigned by: Ronda Richley B164E53A98D24B6... Signature Adoption: Pre-selected Style Using IP Address: 174.66.107.195	Sent: 1/30/2026 12:53:07 PM Viewed: 1/30/2026 1:12:06 PM Signed: 2/2/2026 8:42:14 AM
Electronic Record and Signature Disclosure: Accepted: 1/30/2026 1:12:06 PM ID: 3126d8b1-369c-452e-baec-2962626476da		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/2/2026 8:42:15 AM Viewed: 2/2/2026 11:30:17 AM Signed: 2/2/2026 11:39:56 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/2/2026 11:39:57 AM Viewed: 2/2/2026 2:01:43 PM Signed: 2/2/2026 2:02:17 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/2/2026 2:02:18 PM Viewed: 2/2/2026 2:03:00 PM Signed: 2/2/2026 2:03:14 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 2/2/2026 2:03:00 PM ID: bf0eb9ed-9ec1-43f2-95d2-9a00561b5d9d		

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/30/2026 12:53:07 PM
Envelope Updated	Security Checked	1/30/2026 2:42:09 PM
Envelope Updated	Security Checked	1/30/2026 2:42:09 PM
Envelope Updated	Security Checked	1/30/2026 2:42:09 PM
Envelope Updated	Security Checked	1/30/2026 2:42:10 PM
Envelope Updated	Security Checked	1/30/2026 2:42:10 PM
Certified Delivered	Security Checked	2/2/2026 2:03:00 PM
Signing Complete	Security Checked	2/2/2026 2:03:14 PM
Completed	Security Checked	2/2/2026 2:03:14 PM

Payment Events	Status	Timestamps

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.

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AGREEMENT FOR PERFORMANCE SERVICES

THIS AGREEMENT FOR PERFORMANCE SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PGROOVE, LLC, *performing as* PERPETUAL GROOVE BAND** ("Artist").

In consideration for the following covenants, conditions, and promises, City agrees to engage Artist for the Performance described below, and Artist agrees to provide services at such Performance under the following terms and conditions:

1. **PERFORMANCE**. City hereby engages Artist to furnish, and Artist agrees to provide **ONE (1)** show that is approximately **NINETY (90) MINUTES** in length on **APRIL 3, 2026,** beginning at **6:30 P.M.,** and ending at **8:00P.M.** (the "Performance").
   A. Artist will provide their own backline instruments for performance. The load in, set up and sound check time on the date of the Performance shall be between **4:00-5:00 P.M.**
   B. General admission to the Performance shall begin at approximately **6:00P.M.**
   C. Exact time of scheduled Performance may change at City's discretion.
2. **VENUE.** The Performance shall take place at an outdoor venue at **CITIZENS CIRCLE, 151 SE OSCEOLA AVE, OCALA FL 34471** during the First Friday Art Walk (the "Event").
3. **COMPENSATION**. Artist shall be paid the total sum of **TEN THOUSAND AND NO/100 DOLLARS ($10,000)** for the entire Performance (the "Performance Fee") payable as follows:
   A. After Contract has been signed by all parties, City shall pay a lump sum to Agent equal to **FIVE THOUSAND AND NO/100 DOLLARS ($5,000)** by check made payable to **PGROOVE, LLC** as a deposit towards the Performance Fee set forth above. This deposit may be fully refundable to City pursuant to the terms set forth in Paragraph 7 below.
   B. City shall remit payment for the remaining balance of the Performance Fee, in the amount of **FIVE THOUSAND AND NO/100 DOLLARS ($5,000)**, via hand-delivery to Artist immediately following the Performance unless the parties otherwise agree.
4. **AMOUNTS DUE TO THE CITY.** Artist must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Artist may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
5. **PERFORMANCE POLICY AND ARTIST RESPONSIBILITIES**. Artist's Performance must be suitable for family audiences. Artist and its employees and/or agents shall perform and conduct themselves in a manner that is consistent with City standards as specified below. Artist's failure to abide by the provisions of this Paragraph shall constitute a material breach of this Agreement at which time City shall have the right to immediately cancel the Performance and dismiss Artist from the Venue, and Artist shall forfeit any remaining compensation due under Paragraph 3 above:

A. **Smoking and Prohibited Substances**: The use of alcohol, illegal drugs, or other controlled substances by Artist, its employees and/or agents during the Performance is strictly prohibited. Artist shall not perform while under the influence of alcoholic beverages, illegal drugs, or other controlled substances. Venue is a non-smoking facility, and no smoking is permitted within the provided hospitality space or within thirty (30) feet of egress doorways. All smoking must take place in outdoor designated areas.

B. **Prohibited Conduct**: Artist's Performance must be suitable for family audiences and Artist, its employees, and/or agents agree to conduct themselves in a professional and courteous manner in compliance with City standards at all times during the performance of their duties under this

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Agreement. Examples of behavior, dress, and/or language considered to be inconsistent with City standards include, but is not limited to, that which:

(i) demeans and/or exploits persons on the basis of gender, race, or other grounds;
(ii) references alcohol, drugs, obscene acts, or other explicit subjects;
(iii) contains political references, religious proselytizing, discriminatory, or sexually explicit language or images.

C. **Sound and Lighting**: Artist agrees to use the sound and lighting services and personnel provided by the City for the audio and lighting reinforcement of the Performance. Artist agrees that all decisions regarding sound and lighting shall be made solely by City and/or City's production team and will abide by them accordingly.

D. **Stage Access**: Artist acknowledges that stage entry is permitted to Artist, and personnel in capacity for performance and setup. The City will limit stage access to city staff, production staff, and approved community partners and/or sponsors. The public is not permitted on stage before, during, or after the performance.

E. **Pyrotechnics**: Artist shall not be permitted to have or use any type of electronic or pyrotechnic display that in any way creates a hazardous condition for the audience

F. **Copyrights and Licenses**: Artist shall be responsible for obtaining any and all necessary licenses or authorizations related to the provision of its services under this agreement including, but not limited to any ASCAP, BMI, or SESAC license required for the playing of music subject to copyright and shall ensure that any and all license payments required to be made by Artist are made promptly and directly to the licensing or authorizing organization.

6. **NON-PERFORMANCE.** If Artist is unable to provide the Performance due to illness or accident to the Artist or because of a Force Majeure event up to the scheduled performance date, then City shall have no obligation to pay the Performance Fee. If the City did not cancel the event at least THREE **(3)** days prior to its scheduled date, and/or if Artist is present at the venue at the designated date and time for the performance and is willing and able to perform but the Event is cancelled by the City on the day of the event, then Artist shall be paid the full Performance Fee.

7. **SALE OF MERCHANDISE.** City may permit Artist to sell merchandise at the Venue on the date of the Performance. City expressly reserves the right to withhold approval for merchandise sales by Artist. If approval for merchandise sales is granted by City, Artist may retain **ONE HUNDRED PERCENT (100%)** of Artist's gross merchandise sales. Artist shall provide City access to Artist's merchandise inventory and sales records.

8. **HOSPITALITY.** City will provide Artist **FOUR (4) hotel rooms for TWO (2) nights**. Artist will secure their own travel and transportation to and from venue.

9. **FORCE MAJEURE.** The term "Force Majeure" shall include delays, damages, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond the party's control including, without limitation: fire, flood, strikes and labor disputes, pandemic, local or statewide states of emergency, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions or any other like reason which is beyond the control of the respective party.

10. **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 Artist without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

11. **INSURANCE*.** Artist shall obtain general liability insurance issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-, as will provide

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coverage for claims for damages for bodily injury, including accidental death, as well as for claims for property damage. The amount of such insurance shall be not less than $200,000 for injury to one person arising out of a single incident and $400,000 for injuries to more than one person arising out of a single incident, and $200,000 for property damage with a reasonable deductible. Upon request by City, Artist shall provide City with certificates of insurance which shall list "City of Ocala, a Florida municipal corporation," as an Additional Insured. These insurance requirements do not relieve or limit the liability of Artist. Should Artist desire insurance protecting its personal property from casualty or damage while on the Venue, it will purchase such insurance, it being expressly understood that City is not obligated to purchase any insurance. The insurance required of Artist, or any other insurance of Artist shall be considered primary, and any insurance or self-insurance of City shall be considered excess, as may be applicable, to claims against City which may arise.

***Exceptions and exemptions to these insurance requirements may be allowed at the discretion of the City's HR/Risk Director on a case-by-case basis and evidenced by a separate waiver attached to this Agreement and incorporated herein.**

12. **INDEMNITY**. Artist shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the use of the venue by Artist or the use of any music, materials, devices, or processes that are patented, trademarked, franchised or subject to copyright.
13. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.
14. **JURY WAIVER**. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
15. **PUBLIC RECORDS.** The Artist shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Artist shall:
    A. Keep and maintain public records required by the public agency to perform the service.

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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 this chapter 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 the Artist 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 the Artist or keep and maintain public records required by the public agency to perform the service. If the Artist transfers all public records to the public agency upon completion of the contract, the Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Artist keeps and maintains public records upon completion of the contract, the Artist 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 THE ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'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.

16. **ASSIGNMENT.** This Agreement shall not be assigned by Artist without the prior written consent of City.
17. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
18. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
19. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
20. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third

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persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

21. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
22. **ELECTRONIC SIGNATURE(S).** Artist, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
23. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
24. **ENTIRE AGREEMENT.** This Agreement and the attached Riders, if any, contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. In the event of a conflict between the terms of this Agreement and the terms of any attached Riders, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement on 2/5/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

PGROOVE, LLC

By: Signed by:
Matthew McDonald
2D4059454A93485...

Matthew McDonald
Printed Name of Signatory

Managing Member
Title of Signatory

Certificate Of Completion

Envelope Id: A48C8083-C848-416D-8AC9-D3DDF078178E
Status: Completed
Subject: FOR SIGNATURE - REC/260435 PERPETUAL GROOVE BAND: FIRST FRIDAY ART WALK
Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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
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Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Matthew McDonald msmmcdonald75@gmail.com Managing Member Security Level: Email, Account Authentication (None)	Signed by: Matthew McDonald 2D4059454A93485... Signature Adoption: Pre-selected Style Using IP Address: 2600:1700:e190:e280:a8a1:3458:f88e:a6f6	Sent: 2/2/2026 12:06:06 PM Viewed: 2/2/2026 2:03:26 PM Signed: 2/2/2026 2:05:44 PM
Electronic Record and Signature Disclosure: Accepted: 2/2/2026 2:03:26 PM ID: 20cc2779-ba0a-4eed-9548-0e9dd2cbe4e3		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/2/2026 2:05:45 PM Viewed: 2/5/2026 8:16:24 AM Signed: 2/5/2026 8:16:38 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/5/2026 8:16:39 AM Viewed: 2/5/2026 8:20:51 AM Signed: 2/5/2026 8:23:47 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/5/2026 8:23:48 AM Viewed: 2/5/2026 9:01:52 AM Signed: 2/5/2026 9:02:05 AM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 2/5/2026 9:01:52 AM ID: efe015a8-789a-4621-a703-151597937aa9		

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/2/2026 12:06:06 PM
Certified Delivered	Security Checked	2/5/2026 9:01:52 AM
Signing Complete	Security Checked	2/5/2026 9:02:05 AM
Completed	Security Checked	2/5/2026 9:02:05 AM

Payment Events	Status	Timestamps

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.

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All notices and disclosures will be sent to you electronically

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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..

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Acknowledging your access and consent to receive and sign documents electronically

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- 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.

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AGREEMENT FOR PERFORMANCE SERVICES

THIS AGREEMENT FOR PERFORMANCE SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **CHRISTOPHER A. MIKE-BIDTAH D/B/A DEF-I, LLC** ("Artist").

In consideration for the following covenants, conditions, and promises, City agrees to engage Artist for the Performance described below, and Artist agrees to provide services at such Performance under the following terms and conditions:

1. **PERFORMANCE**. City hereby engages Artist to furnish, and Artist agrees to provide **TWO (2)** sets each approximately **SIXTY (60) MINUTES** in length with **ONE (1)** twenty-minute break on **APRIL 11, 2026**, beginning at **10:00 A.M.,** and ending at **12:20 P.M.** (the "Performance"). In the event of inclement weather, the Rescheduled Date shall be on **APRIL 18, 2026**.
   A. City shall provide up to **FIVE HUNDRED AND NO/100 DOLLARS ($500)** in value as backline instruments for performance.
   B. The load in, set up and sound check time on the date of the Performance, or on Rescheduled Date, shall be at **8:00 A.M.**
   C. Exact time of scheduled Performance may change at City's discretion.
2. **VENUE.** The Performance shall take place at an outdoor venue at **TUSCAWILLA ART PARK STAGE** located at **213 NE 5TH STREET, OCALA, FLORIDA 34470**, during the 2026 Tuscawilla Art Park Literary and Poetry Festival (the "Event").
3. **COMPENSATION**. Artist shall be paid the total sum of **SEVEN THOUSAND, THREE HUNDRED TWENTY AND 50/100 DOLLARS ($7,320.50)** for the entire Performance (the "Performance Fee") payable as follows:
   A. The City shall pay a lump sum to Artist equal to **THREE THOUSAND, SIX HUNDRED SIXTY AND 25/100 DOLLARS ($3,660.25)** by check made payable to **CHRISTOPHER A. MIKE-BIDTAH** as a deposit towards the Performance Fee set forth above due upon countersigned contract. This deposit may be fully refundable to City pursuant to the terms set forth in Paragraph 7 below.
   B. City shall remit payment for the remaining balance of the Performance Fee, in the amount of **THREE THOUSAND, SIX HUNDRED SIXTY AND 25/100 DOLLARS ($3,660.25)**, via hand-delivery to Artist immediately following the Performance unless the parties otherwise agree.
4. **EXCLUSIVE PERFORMANCE.** Artist agrees not to accept any other engagement of any sort or kind within a radius of **THIRTY (30)** miles of the Venue (as identified in Section 2 above) for the time period **THIRTY (30) DAYS** prior to the date of the Performance (as identified in Section 1 above).
5. **AMOUNTS DUE TO THE CITY.** Artist must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Artist may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
6. **PERFORMANCE POLICY AND ARTIST RESPONSIBILITIES**. Artist's Performance must be suitable for family audiences. Artist and its employees and/or agents shall perform and conduct themselves in a manner that is consistent with City standards as specified below. Artist's failure to abide by the provisions of this Paragraph shall constitute a material breach of this Agreement at which time City shall have the right to immediately cancel the Performance and dismiss Artist from the Venue, and Artist shall forfeit any remaining compensation due under Paragraph 3 above:
   A. **Smoking and Prohibited Substances**: The use of alcohol, illegal drugs, or other controlled substances by Artist, its employees and/or agents during the Performance is strictly

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prohibited. Artist shall not perform while under the influence of alcoholic beverages, illegal drugs, or other controlled substances. Venue is a non-smoking facility, and no smoking is permitted within the provided hospitality space or within thirty (30) feet of egress doorways. All smoking must take place in outdoor designated areas.

B. **Prohibited Conduct**: Artist's Performance must be suitable for family audiences and Artist, its employees, and/or agents agree to conduct themselves in a professional and courteous manner in compliance with City standards at all times during the performance of their duties under this Agreement. Examples of behavior, dress, and/or language considered to be inconsistent with City standards include, but is not limited to, that which:
   (i) demeans and/or exploits persons on the basis of gender, race, or other grounds;
   (ii) references alcohol, drugs, obscene acts, or other explicit subjects;
   (iii) contains political references, religious proselytizing, discriminatory, or sexually explicit language or images.

C. **Sound and Lighting**: Artist agrees to use the sound and lighting services and personnel provided by the City for the audio and lighting reinforcement of the Performance. Artist agrees that all decisions regarding sound and lighting shall be made solely by City and/or City's production team and will abide by them accordingly.

D. **Stage Access**: Artist acknowledges that stage entry is permitted to Artist, and personnel in capacity for performance and setup. The City will limit stage access to city staff, production staff, and approved community partners and/or sponsors. The public is not permitted on stage before, during, or after the performance.

E. **Pyrotechnics**: Artist shall not be permitted to have or use any type of electronic or pyrotechnic display that in any way creates a hazardous condition for the audience

F. **Copyrights and Licenses**: Artist shall be responsible for obtaining any and all necessary licenses or authorizations related to the provision of its services under this agreement including, but not limited to any ASCAP, BMI, or SESAC license required for the playing of music subject to copyright and shall ensure that any and all license payments required to be made by Artist are made promptly and directly to the licensing or authorizing organization.

7. **NON-PERFORMANCE.** If Artist is unable to provide the Performance due to illness or accident to the Artist or because of a Force Majeure event up to the scheduled performance date, then City shall have no obligation to pay the Performance Fee. If the City did not cancel the event at least THREE **(3)** days prior to its scheduled date, and/or if Artist is present at the venue at the designated date and time for the performance and is willing and able to perform but the Event is cancelled by the City on the day of the event, then Artist shall be paid the full Performance Fee.

8. **SALE OF MERCHANDISE.** City may permit Artist to sell merchandise at the Venue on the date of the Performance. City expressly reserves the right to withhold approval for merchandise sales by Artist. If approval for merchandise sales is granted by City, Artist may retain **ONE HUNDRED PERCENT (100%)** of Artist's gross merchandise sales. Artist shall provide City access to Artist's merchandise inventory and sales records.

9. **HOSPITALITY.** City shall provide Artist **THREE (3)** double hotel rooms for **ONE (1)** night and **ONE** hot meal on the event day at the green room. Artist will secure their own travel and transportation to and from venue.

10. **FORCE MAJEURE.** The term "Force Majeure" shall include delays, damages, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond the party's control including, without limitation: fire, flood, strikes and labor disputes, pandemic, local or statewide states of emergency, acts of war, acts of nature, terrorism, civil unrest,

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acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions or any other like reason which is beyond the control of the respective party.

11. **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 Artist without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
12. **INSURANCE*.** Artist shall obtain general liability insurance issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-, as will provide coverage for claims for damages for bodily injury, including accidental death, as well as for claims for property damage. The amount of such insurance shall be not less than $200,000 for injury to one person arising out of a single incident and $400,000 for injuries to more than one person arising out of a single incident, and $200,000 for property damage with a reasonable deductible. Upon request by City, Artist shall provide City with certificates of insurance which shall list "City of Ocala, a Florida municipal corporation," as an Additional Insured. These insurance requirements do not relieve or limit the liability of Artist. Should Artist desire insurance protecting its personal property from casualty or damage while on the Venue, it will purchase such insurance, it being expressly understood that City is not obligated to purchase any insurance. The insurance required of Artist, or any other insurance of Artist shall be considered primary, and any insurance or self-insurance of City shall be considered excess, as may be applicable, to claims against City which may arise.

    ***Exceptions and exemptions to these insurance requirements may be allowed at the discretion of the City's HR/Risk Director on a case-by-case basis and evidenced by a separate waiver attached to this Agreement and incorporated herein.**

13. **INDEMNITY**. Artist shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the use of the venue by Artist or the use of any music, materials, devices, or processes that are patented, trademarked, franchised or subject to copyright.
14. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.
15. **JURY WAIVER**. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY

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HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

16. **PUBLIC RECORDS.** The Artist shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Artist 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 this chapter 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 the Artist 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 the Artist or keep and maintain public records required by the public agency to perform the service. If the Artist transfers all public records to the public agency upon completion of the contract, the Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Artist keeps and maintains public records upon completion of the contract, the Artist 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 THE ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'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.

17. **ASSIGNMENT.** This Agreement shall not be assigned by Artist without the prior written consent of City.
18. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
19. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any

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circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

20. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
21. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
22. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
23. **ELECTRONIC SIGNATURE(S).** Artist, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
24. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
25. **ENTIRE AGREEMENT.** This Agreement and the attached Riders, if any, contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. In the event of a conflict between the terms of this Agreement and the terms of any attached Riders, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement on 2/9/2026.

ATTEST:

Signed by: Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by: Peter Lee
5BB28E162F2E4C2...

Peter Lee
City Manager

Approved as to form and legality:

Signed by: William E. Sexton, Esq.
4A50AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

CHRISTOPHER A. MIKE-BIDTAH D/B/A DEF-I, LLC

Signed by:
408200B024A84D8...

By: Christopher Mike-Bidtah
(Printed Name)

Title: Def-i
(Title of Authorized Signatory)

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VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

Christopher Armon Mike-Bidtah (Def-i)

VENDOR NAME

345 60th St NW Albuquerque, NM 87105

VENDOR STREET ADDRESS, CITY, STATE, ZIP CODE

VENDOR acknowledges and understands that prior to commencement of an Agreement with the City of Ocala (the "City") and until completion of all obligations under said agreement, all vendors desiring to provide services to the City or to hold special events on City property are required to procure and maintain, for the life of said Agreement, the following types and limitations of liability insurance:

- **Commercial General Liability Insurance** identifying the City, a political subdivision of the State of Florida, and its officials, employees, and volunteers as additional insureds with an endorsement equal or broader to CG 20 26 04 13 from and against all claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons or damage to or loss of property arising out of or in any manner connected with the Vendor's services or event in the amounts of not less than ONE MILLION DOLLARS ($1,000,000.00) PER OCCURRENCE and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

VENDOR acknowledges and understands that **unless** CITY provides a written waiver of the insurance requirements, the failure of VENDOR to obtain and maintain the required insurance shall constitute a breach of contract.

By signing below, VENDOR intends for this document to serve as its written request for waiver of the foregoing insurance requirements for the following special event to occur on 04/11/25 or 04/18/25 (IDENTIFY DATE HERE): EVENT DESCRIPTION:

Live band performance plus Def-i (artist) showcase at OCALA CULTURAL ARTS DIVISION's Literary & Poetry Festival

In exchange for and acceptance of CITY's waiver of the foregoing insurance requirements, VENDOR, including its successors and assigns, does hereby covenant and agree to indemnify, hold harmless, and defend the City of Ocala and its elected officials, employees, and volunteers from and against any and all claims, actions, liability, loss, damage, injury, death, or expense of any and every kind which may accrue or be suffered by any person, partnership, or other entity of any kind, in whole or in part from the intentional or negligent acts or omissions of VENDOR or its employees, agents, subcontractors, successors, or assigns. In the event that any suit or action is brought against CITY, its elected officials, employees, or volunteers for any of the claims described herein, VENDOR, its successors and assigns shall defend the suit or action at VENDOR'S sole cost and expense and shall fully satisfy any judgment that is rendered against CITY, its elected officials, employees, or volunteers, or any combination thereof.

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IN WITNESS WHEREOF, the VENDOR sets its hand this 6th day of November, 20 25.

VENDOR SIGNATURE

Christopher Armon Mike-Bidtah

VENDOR PRINTED NAME

Richard Dennis

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☒ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:
11/12/2025 (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE
_____ (Date)

Certificate Of Completion

Envelope Id: 27FA2692-F77B-4711-8208-147AA371003E
Status: Completed
Subject: SIGNATURE: Performance Services Agreement - Christopher A. Mike-Bidtah dba Def-i, LLC (GRM/260243)
Source Envelope:
Document Pages: 7
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
2/6/2026 11:27:14 AM
Holder: April Adolf
aadolf@ocalafl.gov
Location: DocuSign

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Pool: StateLocal

Storage Appliance Status: Connected
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Location: Docusign

Signer Events	Signature	Timestamp
Christopher Mike-Bidtah definitionrare@gmail.com Def-i Security Level: Email, Account Authentication (None)	Signed by: 408200B024A84D8... Signature Adoption: Drawn on Device Using IP Address: 2600:1011:b110:129d:0:1b:7a5a:de01 Signed using mobile	Sent: 2/6/2026 11:59:13 AM Viewed: 2/9/2026 3:12:18 PM Signed: 2/9/2026 3:58:39 PM
Electronic Record and Signature Disclosure: Accepted: 2/9/2026 3:12:18 PM ID: 3e4fdbbb-6acb-4b79-98a2-fe9d0588a93b		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/9/2026 3:58:40 PM Viewed: 2/9/2026 4:22:34 PM Signed: 2/9/2026 4:23:45 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/9/2026 4:23:46 PM Viewed: 2/9/2026 5:13:44 PM Signed: 2/9/2026 5:13:58 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/9/2026 5:13:59 PM Viewed: 2/10/2026 11:17:58 AM Signed: 2/10/2026 11:18:10 AM

Signer Events	Signature	Timestamp

Electronic Record and Signature Disclosure:
Accepted: 2/10/2026 11:17:58 AM
ID: 2ce14eeb-838f-48a6-80d7-bc9505aef517

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/6/2026 11:59:13 AM
Certified Delivered	Security Checked	2/10/2026 11:17:58 AM
Signing Complete	Security Checked	2/10/2026 11:18:10 AM
Completed	Security Checked	2/10/2026 11:18:10 AM

Payment Events	Status	Timestamps

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.

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SERVICES AGREEMENT FOR THE PROVISION OF A ROCK WALL FOR THE 2026 EARTHFEST: CELEBRATE ARBOR DAY EVENT

THIS SERVICES AGREEMENT FOR THE PROVISION OF A ROCK WALL FOR THE 2026 EARTHFEST: CELEBRATE ARBOR DAY EVENT ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **JUMPING FOR JOY, INC.**, a for- profit corporation duly organized and authorized to do business in the state of Florida (EIN: 27- 4547716) ("Vendor").

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement.
2. **COMPENSATION.** City shall pay Vendor an amount no greater than **ONE THOUSAND SEVENTY AND NO/100 DOLLARS ($1,070)** (the "Service Fee") as full and complete compensation for the timely and satisfactory completion of the Services set forth herein.
   A. **Invoice Submission**. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date.
   B. **Payment of Invoice by City**. City shall pay the Service Fee by hand delivering a check made payable to **JUMPING 4 JOY, INC.** to Vendor immediately following the rendering of the Services on the Event Date.
   C. **Amounts Due to the City**. Vendor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
   D. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.
3. **TIME FOR SERVICE.**
   A. Vendor shall provide **ONE (1)** Rockwall Activity and Operator for the City's **2026 EARTHFEST: CELEBRATE ARBOR DAY EVENT** (the "Event") on **APRIL 25, 2026,** from **9:00 A.M. to 1:00 P.M.** (the "Event Date").
   B. The Event shall take place at **TUSCAWILLA PARK** located at **800 NE SANCHEZ AVENUE, OCALA, FLORIDA 34470**.
   C. The load in and set up time on the date of the Event shall begin at **8:00 A.M.**
   D. The Time for Service under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City.
4. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the service of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its

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reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

5. **TERMINATION AND DEFAULT**. . Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

      (2) Vendor provides material that does not meet the specifications of the Agreement;

      (3) Vendor fails to complete the work required within the time stipulated in the Agreement; or

      (4) Vendor fails to make progress in the service of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

   B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

   C. **City's Remedies Upon Vendor Default**. In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

      (1) City shall be entitled to terminate this Agreement without further notice;

      (2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;

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(3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and

D. **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, or other designee, shall provide written notice of the termination.

6. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.

7. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

8. **VENDOR REPRESENTATIONS**. Vendor expressly represents that:

A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.

B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.

C. Vendor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the site(s) upon which the Services are to be performed and is satisfied with the site conditions that may affect cost, progress, and service of the work, as observable or determinable by Vendor's own investigation.

D. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its service under this Agreement whatsoever.

E. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

9. **VENDOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:

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A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures related to the provision of Services, and for any and all safety precautions or programs incident thereto.

10. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

11. **GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.

C. Policy must include coverage for contractual liability and independent contractors.

D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

12. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Vendor shall ensure any and all subcontractors have coverage as required by applicable statutes. City requires policies under this section to be endorsed to waive the insurer's right to subrogate against City and its officials, employees, volunteers by including a Waiver of Our Right to Recover from Others Endorsement (WC 00 03 13). Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.

13. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Vendor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Vendor's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Vendor. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided**. Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. ***Exceptions and exemptions to these insurance requirements may be allowed at the discretion of the City's HR/Risk Director on a case-by-case basis and evidenced by a separate waiver attached to this Agreement and incorporated herein.**

B. Deductibles. Vendor is responsible for the amount of any deductible or self-insured retention. Vendor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City.

C. Certificates of Insurance. Vendor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured. Shown on the certificate at the certificate holder should be: **City of Ocala, Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail: vendors@ocalafl.gov.** Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.

D. *Non-rated insurers must be pre-approved by the City Risk Manager.

E. Failure to Maintain Coverage. In the event Vendor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.

14. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor.

15. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

16. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its service of its obligations under this Agreement.

17. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.

18. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

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19. **PUBLIC RECORDS.** The Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Vendor 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 the Vendor 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 the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor 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 THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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.

20. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

21. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

22. **WAIVER.** The failure or delay of any party at any time to require service by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require service of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

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23. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

24. **INDEMNITY.** Vendor shall indemnify and hold harmless City, its elected officials, employees and volunteers against all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

25. **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.

26. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Jumping 4 Joy, Inc. Attention: Victor Cruz 10805 NW 16th Place Ocala, FL 34482 Phone: (352) 207-4628 E-mail: victorcjumping4joy@yahoo.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

27. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or

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prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and postjudgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

28. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
29. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
30. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
31. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
32. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
33. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
34. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than

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the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

35. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
36. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
37. **ELECTRONIC SIGNATURE(S)**. Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
38. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
39. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

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IN WITNESS WHEREOF, the parties have executed this Agreement on 1/30/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

JUMPING FOR JOY, INC.

DocuSigned by:
E3E1408DB9AF457...

By: Victor Cruz
(Printed Name)

Title: Owner
(Title)

Certificate Of Completion

Envelope Id: 5012822C-624C-4432-BB69-F66809EBA1FB
Status: Completed
Subject: FOR SIGNATURE - Services Agreement for Rock Wall at 2026 EarthFest (REC/260406)
Source Envelope:
Document Pages: 10
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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
1/27/2026 9:36:57 AM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Victor Cruz victorcjumping4joy@yahoo.com Owner Security Level: Email, Account Authentication (None)	DocuSigned by: E3E1408DB9AF457... Signature Adoption: Drawn on Device Using IP Address: 2603:9001:9202:decd:6e43:fd8:8e7e:4df4	Sent: 1/27/2026 9:39:12 AM Viewed: 1/30/2026 11:30:21 PM Signed: 1/30/2026 11:32:05 PM
Electronic Record and Signature Disclosure: Accepted: 4/11/2023 9:20:59 AM ID: 845f87a8-03be-466b-b01e-b333af1b7f07		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/30/2026 11:32:06 PM Viewed: 2/2/2026 11:40:14 AM Signed: 2/2/2026 11:40:49 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/2/2026 11:40:50 AM Viewed: 2/2/2026 3:51:23 PM Signed: 2/2/2026 3:53:12 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/2/2026 3:53:14 PM Viewed: 2/2/2026 3:53:49 PM Signed: 2/2/2026 3:54:05 PM

Signer Events	Signature	Timestamp

Electronic Record and Signature Disclosure:
Accepted: 2/2/2026 3:53:49 PM
ID: fee0a7b4-da64-4b8e-bcc8-d5ed156d3649

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/27/2026 9:39:12 AM
Certified Delivered	Security Checked	2/2/2026 3:53:49 PM
Signing Complete	Security Checked	2/2/2026 3:54:05 PM
Completed	Security Checked	2/2/2026 3:54:05 PM

Payment Events	Status	Timestamps

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.

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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.

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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..

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Acknowledging your access and consent to receive and sign documents electronically

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AGREEMENT FOR PERFORMANCE SERVICES

THIS AGREEMENT FOR PERFORMANCE SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **THE FAMILY STONE PROJECT, LLC** ("Artist").

In consideration for the following covenants, conditions, and promises, City agrees to engage Artist for the Performance described below, and Artist agrees to provide services at such Performance under the following terms and conditions:

1. **PERFORMANCE**. City hereby engages Artist to furnish, and Artist agrees to provide **ONE (1)** show that is approximately **NINETY (90) MINUTES** in length on **MAY 30, 2026,** beginning at **3:30P.M.,** and ending at **5:00P.M.** (the "Performance").
   A. City will provide the artist with backline instruments for performance. The load in, set up and sound check time on the date of the Performance shall between **9:00 and 10:00 A.M.**
   B. Exact time of scheduled Performance may change at City's discretion.
2. **VENUE.** The Performance shall take place at an outdoor venue at **WEBB FIELD, 1510 NW FOURTH ST, OCALA, FL 34475** during the Event Name (the "Event").
3. **COMPENSATION**. Artist shall be paid the total sum of **TWENTY-EIGHT THOUSAND AND NO/100 DOLLARS ($28,000)** for the entire Performance (the "Performance Fee") payable as follows:
   A. Once this contract has been fully executed, City shall pay a lump sum to Agent equal to **FOURTEEN THOUSAND AND NO/100 DOLLARS ($14,000)** by check made payable to **THE FAMILY STONE PROJECT, LLC** as a deposit towards the Performance Fee set forth above. This deposit may be fully refundable to City pursuant to the terms set forth in Paragraph 7 below.
   B. City shall remit payment for the remaining balance of the Performance Fee, in the amount of **FOURTEEN THOUSAND AND NO/100 DOLLARS ($14,000)**, via hand-delivery to Artist immediately following the Performance unless the parties otherwise agree.
4. **AMOUNTS DUE TO THE CITY.** Artist must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Artist may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
5. **PERFORMANCE POLICY AND ARTIST RESPONSIBILITIES**. Artist's Performance must be suitable for family audiences. Artist and its employees and/or agents shall perform and conduct themselves in a manner that is consistent with City standards as specified below. Artist's failure to abide by the provisions of this Paragraph shall constitute a material breach of this Agreement at which time City shall have the right to immediately cancel the Performance and dismiss Artist from the Venue, and Artist shall forfeit any remaining compensation due under Paragraph 3 above:

A. **Smoking and Prohibited Substances**: The use of alcohol, illegal drugs, or other controlled substances by Artist, its employees and/or agents during the Performance is strictly prohibited. Artist shall not perform while under the influence of alcoholic beverages, illegal drugs, or other controlled substances. Venue is a non-smoking facility, and no smoking is permitted within the provided hospitality space or within thirty (30) feet of egress doorways. All smoking must take place in outdoor designated areas.

B. **Prohibited Conduct**: Artist's Performance must be suitable for family audiences and Artist, its employees, and/or agents agree to conduct themselves in a professional and courteous manner in compliance with City standards at all times during the performance of their duties under this Agreement. Examples of behavior, dress, and/or language considered to be inconsistent with City standards include, but is not limited to, that which:

(i) demeans and/or exploits persons on the basis of gender, race, or other grounds;
(ii) references alcohol, drugs, obscene acts, or other explicit subjects;
(iii) contains political references, religious proselytizing, discriminatory, or sexually explicit language or images.

C. **Sound and Lighting**: Artist agrees to use the sound and lighting services and personnel provided by the City for the audio and lighting reinforcement of the Performance. Artist agrees that all decisions regarding sound and lighting shall be made solely by City and/or City's production team and will abide by them accordingly.

D. **Stage Access**: Artist acknowledges that stage entry is permitted to Artist, and personnel in capacity for performance and setup. The City will limit stage access to city staff, production staff, and approved community partners and/or sponsors. The public is not permitted on stage before, during, or after the performance.

E. **Pyrotechnics**: Artist shall not be permitted to have or use any type of electronic or pyrotechnic display that in any way creates a hazardous condition for the audience

F. **Copyrights and Licenses**: Artist shall be responsible for obtaining any and all necessary licenses or authorizations related to the provision of its services under this agreement including, but not limited to any ASCAP, BMI, or SESAC license required for the playing of music subject to copyright and shall ensure that any and all license payments required to be made by Artist are made promptly and directly to the licensing or authorizing organization.

6. **NON-PERFORMANCE.** If Artist is unable to provide the Performance due to illness or accident to the Artist or because of a Force Majeure event up to the scheduled performance date, then City shall have no obligation to pay the Performance Fee. If the City did not cancel the event at least THREE **(3)** days prior to its scheduled date, and/or if Artist is present at the venue at the designated date and time for the performance and is willing and able to perform but the Event is cancelled by the City on the day of the event, then Artist shall be paid the full Performance Fee.

7. **SALE OF MERCHANDISE.** City may permit Artist to sell merchandise at the Venue on the date of the Performance. City expressly reserves the right to withhold approval for merchandise sales by Artist. If approval for merchandise sales is granted by City, Artist may retain **ONE HUNDRED PERCENT (100%)** of Artist's gross merchandise sales. Artist shall provide City access to Artist's merchandise inventory and sales records.

8. **HOSPITALITY.** City will provide Artist ONE (1) meal for the night of performance. Artist will secure their own travel and transportation to and from venue.

9. **FORCE MAJEURE.** The term "Force Majeure" shall include delays, damages, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond the party's control including, without limitation: fire, flood, strikes and labor disputes, pandemic, local or statewide states of emergency, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions or any other like reason which is beyond the control of the respective party.

10. **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 Artist without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

11. **INSURANCE*.** Artist shall obtain general liability insurance issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-, as will provide coverage for claims for damages for bodily injury, including accidental death, as well as for claims for property damage. The amount of such insurance shall be not less than $200,000 for injury to

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one person arising out of a single incident and $400,000 for injuries to more than one person arising out of a single incident, and $200,000 for property damage with a reasonable deductible. Upon request by City, Artist shall provide City with certificates of insurance which shall list "City of Ocala, a Florida municipal corporation," as an Additional Insured. These insurance requirements do not relieve or limit the liability of Artist. Should Artist desire insurance protecting its personal property from casualty or damage while on the Venue, it will purchase such insurance, it being expressly understood that City is not obligated to purchase any insurance. The insurance required of Artist, or any other insurance of Artist shall be considered primary, and any insurance or self-insurance of City shall be considered excess, as may be applicable, to claims against City which may arise.

***Exceptions and exemptions to these insurance requirements may be allowed at the discretion of the City's HR/Risk Director on a case-by-case basis and evidenced by a separate waiver attached to this Agreement and incorporated herein.**

12. **INDEMNITY**. Artist shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the use of the venue by Artist or the use of any music, materials, devices, or processes that are patented, trademarked, franchised or subject to copyright.
13. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.
14. **JURY WAIVER**. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
15. **PUBLIC RECORDS.** The Artist shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Artist 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 this chapter 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 the Artist 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 the Artist or keep and maintain public records required by the public agency to perform the service. If the Artist transfers all public records to the public agency upon completion of the contract, the Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Artist keeps and maintains public records upon completion of the contract, the Artist 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 THE ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'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.

16. **ASSIGNMENT.** This Agreement shall not be assigned by Artist without the prior written consent of City.
17. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
18. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
19. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
20. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

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21. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
22. **ELECTRONIC SIGNATURE(S).** Artist, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
23. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
24. **ENTIRE AGREEMENT.** This Agreement and the attached Riders, if any, contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. In the event of a conflict between the terms of this Agreement and the terms of any attached Riders, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement on 2/10/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Peter Lee
5BB28E162F2E4C2...

Peter Lee
City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

THE FAMILY STONE PROJECT, LLC

By: Signed by:
Marie Martini
468E0989E475498...

Marie Martini
Printed Name of Signatory

Business Manager The Family Stone Project, LLC
Title of Signatory

Certificate Of Completion

Envelope Id: BAFDE2EA-FD7B-4F15-97AF-EDEF4AFA1474
Status: Completed
Subject: SIGNATURE - REC/260442: The Family Stone Project: 2026 West Ocala Rhythm Fest
Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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

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Signer Events	Signature	Timestamp
Marie Martini thefamilystonellc@gmail.com Business Manager The Family Stone Project, LLC Security Level: Email, Account Authentication (None)	Signed by: Marie Martini 468E0989E475498... Signature Adoption: Pre-selected Style Using IP Address: 2601:204:ca80:bd60:a910:952a:ff3b:6ca8	Sent: 2/2/2026 12:19:56 PM Viewed: 2/2/2026 7:45:23 PM Signed: 2/7/2026 4:17:46 PM
Electronic Record and Signature Disclosure: Accepted: 2/2/2026 7:45:23 PM ID: a092dc43-135d-46b6-ba74-cd896612d15b		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/7/2026 4:17:47 PM Viewed: 2/9/2026 2:30:02 PM Signed: 2/9/2026 2:34:28 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/9/2026 2:34:30 PM Viewed: 2/9/2026 5:04:29 PM Signed: 2/9/2026 5:05:07 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/9/2026 5:05:08 PM Viewed: 2/10/2026 11:18:24 AM Signed: 2/10/2026 11:18:35 AM

Signer Events	Signature	Timestamp

Electronic Record and Signature Disclosure:
Accepted: 2/10/2026 11:18:24 AM
ID: 0934e8d1-c8f5-4911-b1d8-13774a1bd0f1

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/2/2026 12:19:57 PM
Envelope Updated	Security Checked	2/4/2026 10:50:16 AM
Envelope Updated	Security Checked	2/4/2026 10:50:16 AM
Envelope Updated	Security Checked	2/4/2026 10:50:16 AM
Envelope Updated	Security Checked	2/4/2026 10:50:16 AM
Envelope Updated	Security Checked	2/4/2026 10:50:16 AM
Certified Delivered	Security Checked	2/10/2026 11:18:24 AM
Signing Complete	Security Checked	2/10/2026 11:18:35 AM
Completed	Security Checked	2/10/2026 11:18:35 AM

Payment Events	Status	Timestamps

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.

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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.

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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.

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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:

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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..

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SECOND AMENDMENT TO AGREEMENT FOR COMMERCIAL POOL PUMP MAINTENANCE AND SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR COMMERCIAL POOL PUMP MAINTENANCE AND SERVICES ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ELECTRO-MECHANIC INDUSTRIES, INC.,** a for-profit corporation duly organized in and authorized to do business in the state of Florida (EIN# 27-2447282) ("Contractor").

WHEREAS, on August 27, 2023, City and Contractor entered into an Agreement for Commercial Pool Pump Maintenance and Services (the "Original Agreement"), City of Ocala Contract Number: REC/230604 for a term of three (3) years, from October 15, 2023 to October 14, 2026; and

WHEREAS, on July 3, 2024, City and Contractor entered into a First Amendment to Agreement for Commercial Pool Pump Maintenance and Services (the "First Amendment") to increase the compensation amount for the remainder of the Contract Term; and

WHEREAS, the City and Contractor now wish to extend the contract term for the first of three available one-year periods.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable considerations, the receipt and sufficiency of which is hereby mutually acknowledged, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year term beginning **OCTOBER 15, 2026,** and terminating **OCTOBER 14, 2027**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for two (2) additional one-year (1-year) periods upon written agreement between the parties.
4. **COMPENSATION.** City shall pay Contractor an amount no greater than **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000)** as full and complete compensation for the timely and satisfactory performance of services in accordance with the Contract Documents over the Renewal Term. The pricing in this Agreement may only be adjusted by written amendment executed by both parties.
5. **NOTICES**. All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Electro-Mechanic Industries, Inc.
Attention: Domingo Meza
8248 Parkline Blvd, Ste. 100
Orlando, Florida 32809

Docusign Envelope ID: 58ADBB01-6880-45C8-8D76-9A55D6BF8AA5

Phone: 407-601-3943
E-mail: amesa@vermana.com

If to City of Ocala:
Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:
William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
8. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

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IN WITNESS WHEREOF, the parties have executed this Second Amendment on 1/29/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

By: William E. Sexton, Esq.

Title: City Attorney

ELECTRO-MECHANIC INDUSTRIES, INC.

Signed by:
ED3F1258425C4CC...

By: Domingo Meza
(Printed Name)

Title: VP of Operations
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: 58ADBB01-6880-45C8-8D76-9A55D6BF8AA5
Status: Completed
Subject: FOR SIGNATURE - REC/230604: Commercial Pool Pump Maintenance & Services Renewal
Source Envelope:
Document Pages: 3
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

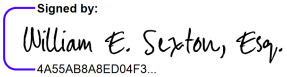
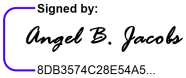
Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
1/29/2026 4:23:17 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Domingo Meza amesa@vermana.com VP of Operations Electro Mechanic Industries, Inc. Security Level: Email, Account Authentication (None)	Signed by:  ED3F1258425C4CC... Signature Adoption: Drawn on Device Using IP Address: 2603:9001:e00:6841:8d83:72f1:e6e0:e510	Sent: 1/29/2026 4:25:10 PM Viewed: 1/29/2026 4:45:35 PM Signed: 1/29/2026 4:46:44 PM
Electronic Record and Signature Disclosure: Accepted: 1/29/2026 4:45:35 PM ID: 3be2005e-84dc-48da-85f8-e8250ae0a71b		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by:  4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/29/2026 4:46:45 PM Viewed: 1/30/2026 4:46:28 PM Signed: 1/30/2026 4:46:59 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by:  5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/30/2026 4:46:59 PM Viewed: 2/2/2026 8:20:58 AM Signed: 2/2/2026 8:22:45 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by:  8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/2/2026 8:22:46 AM Viewed: 2/2/2026 10:58:53 AM Signed: 2/2/2026 10:59:05 AM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 2/2/2026 10:58:53 AM ID: cff51092-e606-4270-b5b4-bbd34e38b2e3		

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/29/2026 4:25:10 PM
Certified Delivered	Security Checked	2/2/2026 10:58:53 AM
Signing Complete	Security Checked	2/2/2026 10:59:05 AM
Completed	Security Checked	2/2/2026 10:59:05 AM

Payment Events	Status	Timestamps

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.

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APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

TIER 1 - Ten (10) kW or Less
TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW
TIER 3 - Greater than 100 kW and Less Than or Equal to Two (2) MW

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net-metering customers located in the area served by the City of Ocala Electric Utility. Please refer to the Ocala Electric Utility Net-Metering Rate Schedule.

Ocala Electric Utility customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the Ocala Electric Utility system are required to complete this application. When the completed application and fees are returned to Ocala Electric Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained at Ocala Electric Utility, located at 201 SE 3rd Street, Ocala, Florida 34471, or may be requested by email from OEU@ocalafl.org.

1. Customer Information

Name: Wilnelia Cruz Viruet

Mailing Address: 2943 NE 45th Avenue

City: Ocala State: FL Zip Code: 34470

Phone Number: 352-286-0748 Alternate Phone Number: _____

Email Address: wcruzviruet@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 562075-208761

2. RGS Facility Information

Facility Location: 2943 NE 45th Avenue Ocala, Fl. 34470

Ocala Electric Utility Customer Account Number: 562075-208761

RGS Manufacturer: Aptos Solar Technology

Manufacturer's Address: 3140 De La Cruz Blvd. Ste200

Santa Clara, CA. 95054

Reference or Model Number: DNA-144-MF-26-440W (16 Modules-440W)

Serial Number: Inverter-Solaredge SE5000H-US

(Continued on Sheet No.19.1)

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3. Facility Rating Information

Gross Power Rating: 5.98kWac ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Ocala Electric Utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: Solar PV

Anticipated In- Service Date: 2/24/2023

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is $375 for Tier 2 and $750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

Docusign Envelope ID: 832F09DD-081D-48E3-867B-B947D2F4E2AF

B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 3rd party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

C. Proof of insurance in the amount of:
Tier 1 - $100,000.00
Tier 2 - $1,000,000.00
Tier 3 - $2,000,000.00

Customer

By: Wilnelia Cruz Viruet Date: 2/3/26
(Print Name)

(Signature)

Docusign Envelope ID: 832F09DD-081D-48E3-867B-B947D2F4E2AF

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 3rd day of February, 20 26, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), the City of Ocala doing business as Ocala Electric Utility, a body politic (hereinafter "OEU"), and Wilnelia Cruz Viruet, a retail electric customer of OEU (hereinafter "Customer").

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

(Continued on Sheet No. 20.1)

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Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

Docusign Envelope ID: 832F09DD-081D-48E3-867B-B947D2F4E2AF

4.04. FMPA and OEU shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any OEU equipment or part of OEU's system; or (b) if either FMPA or OEU determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU electric system.

Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to OEU electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by OEU or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

(Continued on Sheet No. 20.3)

Docusign Envelope ID: 832F09DD-081D-48E3-867B-B947D2F4E2AF

Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02 Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

(Continued on Sheet No. 20.4)

Docusign Envelope ID: 832F09DD-081D-48E3-867B-B947D2F4E2AF

7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, OEU, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEU, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, OEU, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or OEU of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

(Continued on Sheet No. 20.5)

Docusign Envelope ID: 832F09DD-081D-48E3-867B-B947D2F4E2AF

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

City of Ocala Electric Utility

Signed by:
By: Janice Mitchell
55198B43858A4E1...

Title: CFO

Date: 2/7/2026

Florida Municipal Power Agency

DocuSigned by:
By: 087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 2/7/2026

Customer

By: Wilnelia Cruz Viruet Date: 2/3/26
(Print Name)

(Signature)

Customer's City of Ocala Electric Utility Account Number: 562075-208761

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

(Continued on Sheet No. 20.6)

Docusign Envelope ID: 832F09DD-081D-48E3-867B-B947D2F4E2AF

Tri-Party Net-Metering Power Purchase Agreement
Schedule A

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

a) FMPA shall pay OEU for the excess kWh energy delivered by customer-owned renewable generation to OEU's electric system. Every month, OEU shall determine the total kWh of customer-owned renewable generation that is delivered to OEU's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEU in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

b) As part of the monthly bill adjustment, FMPA will also increase OEU's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto OEU's electric system has been purchased by FMPA, but will remain on OEU's electric system and be used by OEU to meet its other customers' electric needs. As a result, OEU's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to OEU.

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.

b) At the end of each calendar year, OEU shall pay the Customer for any unused excess energy credits in accordance with the OEU Electric Net-Metering Service Rate Schedule.

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Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 3rd day of February, 20 26, by and between Wilnelia Cruz Viruet, (hereinafter called "**Customer**"), located at 2943 NE 45th Avenue in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereinafter called OEU), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 2943 NE 45th Avenue Ocala, Fl. 34470.

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than ten (10) kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, OEU operates an electric system serving the City of Ocala; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU' electrical supply grid at the location identified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU' ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, the OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

(Continued on Sheet No. 21.1)

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(Continued from Sheet No. 21.0)

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and the City of Ocala Electric Utility (OEU).

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the ten kilowatt (10 kW) limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above two megawatts (2MW).

4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).

5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.

6. The Customer shall fully comply with OEU's Design Standards following NEC standards as those documents may be amended or revised by OUS from time to time.

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):

a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources.*
d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

(Continued to Sheet No. 21.2)

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8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 21.3)

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12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes an OEU interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU's electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS that (i) utilizes the same OEU interactive inverter for both systems, or (ii) utilizes a separate OEU interactive inverter for each system, Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU' systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's system, such that back feed from the customer-owned renewable generation system to OEU's system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

(Continued on Sheet No. 21.4)

Docusign Envelope ID: 832F09DD-081D-48E3-867B-B947D2F4E2AF

(Continued from Sheet No. 21.3)

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Section 18, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars ($100,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 21.5)

Docusign Envelope ID: 832F09DD-081D-48E3-867B-B947D2F4E2AF

23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OEU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU' electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. OEU system emergencies, forced outages, uncontrollable forces or compliance with prudent electric OEU practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on OEU's system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical affects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU.
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

(Continued to Sheet No. 21.6)

Docusign Envelope ID: 832F09DD-081D-48E3-867B-B947D2F4E2AF

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

(Continued on Sheet No. 21.7)

Docusign Envelope ID: 832F09DD-081D-48E3-867B-B947D2F4E2AF

(Continued from Sheet No. 21.6)

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement, which complies with the amended statutes/rules.

(Continued on Sheet No. 21.8)

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32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

(Continued on Sheet No. 21.9)

Docusign Envelope ID: 832F09DD-081D-48E3-867B-B947D2F4E2AF

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

City of Ocala Electric Utility:

Signed by:
By: Janice Mitchell
55198B43858A4E1...

Title: CFO

Date: 2/7/2026

Customer:

By: Wilnelia Cruz Viruet
(Print Name)

(Signature)

Date: 2/3/26

City of Ocala Electric Utility Account Number:

562075-208761

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

TRUE property insurance

Homeowners Policy Declarations Summary

TRUSTED RESOURCE UNDERWRITERS EXCHANGE

POLICY NUMBER: FLO32000179518 PolicyChange

POLICY PERIOD:

From: 12/08/2025 **To:** 12/08/2026 12:01 A.M. Standard Time at the Principal Residence

Your policy is issued by Trusted Resource Underwriters Exchange, a reciprocal exchange insurance company, whose address is PO Box 5324, Binghamton, NY 13902-5324.

This declarations summary with the home policy contract and any home endorsements complete your policy.

CHANGES MADE TO YOUR POLICY EFFECTIVE 12/09/2025 AT 12:01 A.M.

Amend - Policy Change Renewal Third Party Bill Plan Escrow Billing

Modified MortgageCcompanies (First) Loan Number from SANTIAGO-REYES123 to 2510177311

Total Policy Change Premium **$0.00**

MEMBER NAME & ADDRESS	PARTNER AGENT NAME & ADDRESS
Ivan Santiago Reyes **Wilnelia Cruz** 2943 NE 45th Ave Ocala, FL 34470	**TRUE Insurance Agency** 1 Federal Street 4th Floor Boston, MA 02110 833-456-0892 10000

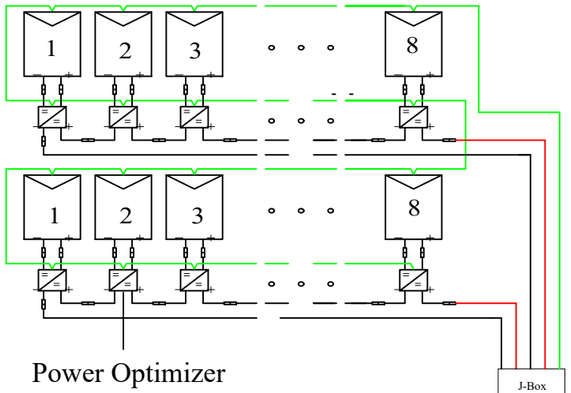
INSURED LOCATION	
2943 NE 45th Ave Ocala, FL 34470 Marion County	Year Built: 2018 Dwelling Type: Single Family Occupancy: PRIMARY Territory: 522 Protection Class: 2

COVERAGE	COVERAGE LIMIT
Dwelling	$356,000
Other Structures	$7,120
Personal Property	$142,400
Loss of Use	$35,600
Personal Liability	$500,000
Medical Payments	$2,500

DEDUCTIBLES		
HURRICANE DEDUCTIBLE	**$7,120**	**2% of Coverage A**
All Other Peril Deductible	$2,500	PER OCCURRENCE
Sinkhole Deductible	No Coverage	

POLICY PREMIUM	
	$1,180.75

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(A)12-2 Romex can be used for interior building and attic runs only. Do not use romex in conduit or outdoor environments.

! WARNING !

POWER SOURCE OUTPUT CONNECTION: DO NOT RELOCATE THIS OVERCURRENT DEVICE

PHOTOVOLTAIC SYSTEM
! AC DISCONNECT !

RATED AC OUTPUT CURRENT: 21A
NOMINAL OPERATING VOLTAGE: 240VAC

(4) #10 AWG Wire
(1) #8 EGC
In 3/4" Metal Conduit

SolarEdge Inverter
SE5000H-US
w/ Integrated Disconnect

Equipment list

PV:
(16) DNA-144-MF26-440W

(16) SolarEdge Power Optimizer S-440
(2) strings of (8)

Inverter:
(1) SolarEdge SE5000H-US
SolarEdge AC/DC Safety Switch

AC Disconnect:
30A Non-Fused Disconnect

All wiring to meet the 2017 NEC and 2018 Energy Code

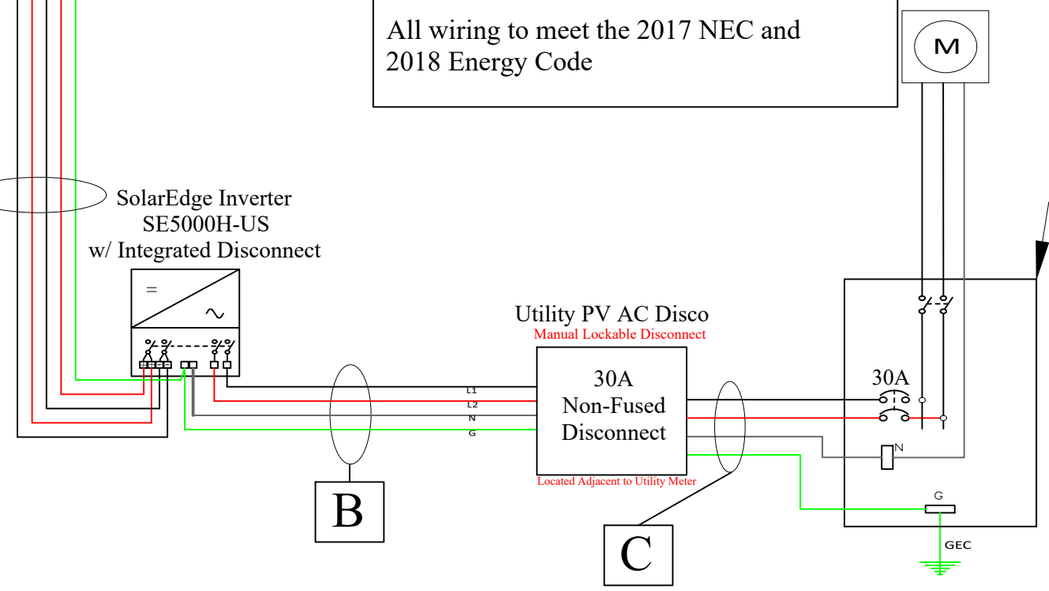
PHOTOVOLTAIC SYSTEM DC DISCONNECT
MAX CIRCUIT CURRENT: 13.5A
MAX POWER POINT VOLTAGE: 380 VDC
MAX SYSTEM VOLTAGE: 480 DC
MAX RATED OUTPUT CURRENT: 15 A

Apply to DC disconnect/inverter

WARNING
ELECTRIC SHOCK HAZARD

THE DC CONDUCTORS OF THIS PHOTOVOLTAIC SYSTEM ARE UNGROUNDED AND MAY BE ENERGIZED

Apply to each J box, combiner box, disconnect,and device where energized, ungrounded circuits maybe exposed during service.



Inverter Output Ckt	
To Overcurrent Protection Device	
AC Max Output Current	21.0
AC Max Output Current * 125%	26.3
Overcurrent Protection (A)	30
No. of Current Carrying Cond	<4
Conductor Gauge (AWG)	10

		Conduit(in)	L1,L2,N (Awg)	Ground (Awg)	OCPD
After Inverter	B	0.75	10	8	30
To Breaker injection	C	0.75	10	8	30

Load Side Connection	
Busbar Rating	200
Main Breaker Size	200
Bus Rating *1.2-Main Break Size	40
Max Allowable Load Side	40
Load Side Breaker Size	30

Load side connection Per 705.12(B)(2)(3)(b)
Use Matching or equivalent approved breaker if derating

Including the label below

In Case of Emergency Call
ACDC Solar LLC
at 855-577-7999

Meets 11.12.2.1.5

Note:
-All wiring to meet the 2017 NEC and Florida electric codes.
30A Disconnect
-Type of conduit to be determined on site by contractor.

Install will be done to Manufacturer Spec

GEC NOTES
- Ungrounded system per 690.41(A)(4)
- GEC must be installed per 250.64
- GEC must be continuous un-spliced or irreversibly spliced from inverter to existing service ground system or continuous from the arrays to the existing service ground system.
- GEC must be min #8 AWG and installed in conduit
- If GEC is not in conduit, it must be #6 min

Disconnects will be Visible, lockable, adjacent to and within 10' of utility meter
All Labels & Markings for photovoltaic system will be reflective and meet all requirements for NFPA 11.12

Customer Info:

Charles Sandomenico
2943 NE 45th Ave
Ocala, FL
34470

Godwin Engineering and Design, LLC
8378 Foxtail Loop
Pensacola, FL 32526
D. Chad Godwin, PE
Chad@godwineng.com

AC/DC Solar LLC

605 W Lumsden Rd,
Brandon, FL 33511
855-577-7999

Date:	6/30/2022
Drawn by:	SM
Revised by:	.
Rev #:	00
Rev Date:	.
Page:	11"x17" E-1

Inverter Type:
SolarEdge SE5000H-US
PV Panel:
(16)
DNA-144-MF26-440W
Total Wattage:
7,040W DC

Docusign Envelope ID: 832F09DD-081D-48E3-867B-B947D2F4E2AF



Inverter Type: (1) SolarEdge SE5000H-US
PV Panel: (16) DNA-144-MF26-440W
Racking: Iron Ridge XR-10
Total Wattage: 7,040W DC
Roof Type: Composition Shingle
Wind Load: 21 to 27 Deg
Fastener Type: Use 5/16" Dia 4.75" Lags

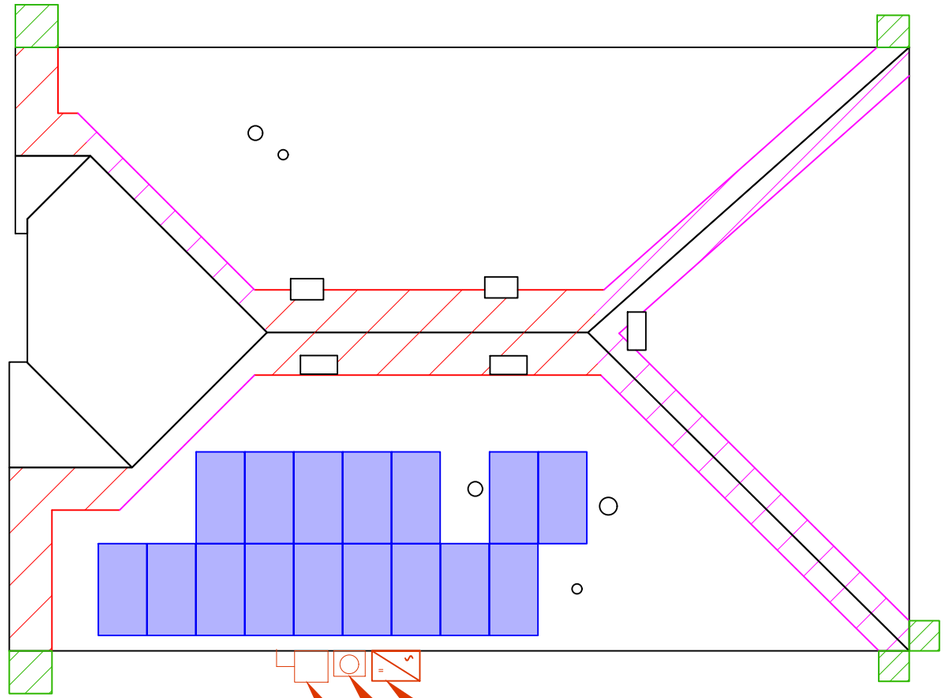
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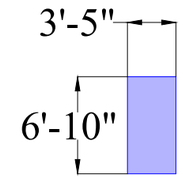
S-1 Cover Sheet / Site Plan
S-2 Detail
E-1 One - Line
E-2 Electrical Code
S-1A Mounting Plan

General Notes:
-SolarEdge SE5000H-US Inverter located near utility meter
-SolarEdge S-440 Optimizers are located on roof behind each module.
-First responder access maintained and from adjacent roof.
-Wire run from array to connection is 60 feet.

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FRONT OF HOUSE





Layout Subject to Change Based on Site Conditions

System meets the requirements of NFPA 70th Edition, Chapter 11.12

Install will be done to Manufacturer Spec

Legend

3' 1'-6" First responder access
Ground Access
Chimney
Satellite
Utility Meter
Vent Pipe
PV Disconnect
SolarEdge Inverter

Meets All Editions of Florida Fire Prevention Code 2020 7th Edition
Meets all requirements of NFPA-1 7th Edition and NFPA-101

3' Access Pathway

Represents all Fire Clearance including Alternative methods

1st Responder Access minimum of 36" unobstructed as per Section R324 of the 2020 IRC

Meets the requirements of the following- (2020 FL Residential Code & FBC, 7th Edition (2020 International Residential Code) - 2nd Printing modified by the FL Building Standards, 2020 Florida Building Energy Conservation Code 7th edition, City of Ocala Code, 2017 National Electric Code.)

Customer Info:

Charles Sandomenico
2943 NE 45th Ave
Ocala, FL
34470

Godwin Engineering and Design, LLC
8378 Foxtail Loop
Pensacola, FL 32526
D. Chad Godwin, PE
Chad@godwineng.com

Date:	6/30/2022
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Compass for Aerial 2165

Docusign Envelope ID: 832F09DD-081D-48E3-867B-B947D2F4E2AF

Single Phase Inverter with HD-Wave Technology

for North America

SE3000H-US / SE3800H-US / SE5000H-US / SE6000H-US / SE7600H-US / SE10000H-US / SE11400H-US

INVERTERS

12-25 YEAR WARRANTY



Optimized installation with HD-Wave technology

- Specifically designed to work with power optimizers
- Record-breaking efficiency
- Fixed voltage inverter for longer strings
- Integrated arc fault protection and rapid shutdown for NEC 2014 and 2017, per article 690.11 and 690.12
- UL1741 SA certified, for CPUC Rule 21 grid compliance
- Extremely small
- Built-in module-level monitoring
- Outdoor and indoor installation
- Optional: Revenue grade data, ANSI C12.20 Class 0.5 (0.5% accuracy)

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Single Phase Inverter with HD-Wave Technology for North America

SE3000H-US / SE3800H-US / SE5000H-US / SE6000H-US/ SE7600H-US / SE10000H-US / SE11400H-US

	SE3000H-US	SE3800H-US	SE5000H-US	SE6000H-US	SE7600H-US	SE10000H-US	SE11400H-US	
OUTPUT								
Rated AC Power Output	3000	3800 @ 240V 3300 @ 208V	5000	6000 @ 240V 5000 @ 208V	7600	10000	11400 @ 240V 10000 @ 208V	VA
Maximum AC Power Output	3000	3800 @ 240V 3300 @ 208V	5000	6000 @ 240V 5000 @ 208V	7600	10000	11400 @ 240V 10000 @ 208V	VA
AC Output Voltage Min.-Nom.-Max. (211 - 240 - 264)	✓	✓	✓	✓	✓	✓	✓	Vac
AC Output Voltage Min.-Nom.-Max. (183 - 208 - 229)	-	✓	-	✓	-	-	✓	Vac
AC Frequency (Nominal)	59.3 - 60 - 60.5[1]							Hz
Maximum Continuous Output Current @240V	12.5	16	21	25	32	42	47.5	A
Maximum Continuous Output Current @208V	-	16	-	24	-	-	48.5	A
GFDI Threshold	1							A
Utility Monitoring, Islanding Protection, Country Configurable Thresholds	Yes							
INPUT								
Maximum DC Power @240V	4650	5900	7750	9300	11800	15500	17650	W
Maximum DC Power @208V	-	5100	-	7750	-	-	15500	W
Transformer-less, Ungrounded	Yes							
Maximum Input Voltage	480							Vdc
Nominal DC Input Voltage	380				400			Vdc
Maximum Input Current @240V[2]	8.5	10.5	13.5	16.5	20	27	30.5	Adc
Maximum Input Current @208V[2]	-	9	-	13.5	-	-	27	Adc
Max. Input Short Circuit Current	45							Adc
Reverse-Polarity Protection	Yes							
Ground-Fault Isolation Detection	600kΩ Sensitivity							
Maximum Inverter Efficiency	99	99.2						%
CEC Weighted Efficiency	99						99 @ 240V 98.5 @ 208V	%
Nighttime Power Consumption	< 2.5							W
ADDITIONAL FEATURES								
Supported Communication Interfaces	RS485, Ethernet, ZigBee (optional), Cellular (optional)							
Revenue Grade Data, ANSI C12.20	Optional[3]							
Rapid Shutdown - NEC 2014 and 2017 690.12	Automatic Rapid Shutdown upon AC Grid Disconnect							
STANDARD COMPLIANCE								
Safety	UL1741, UL1741 SA, UL1699B, CSA C22.2, Canadian AFCI according to T.I.L. M-07							
Grid Connection Standards	IEEE1547, Rule 21, Rule 14 (HI)							
Emissions	FCC Part 15 Class B							
INSTALLATION SPECIFICATIONS								
AC Output Conduit Size / AWG Range	3/4" minimum / 14-6 AWG					3/4" minimum /14-4 AWG		
DC Input Conduit Size / # of Strings / AWG Range	3/4" minimum / 1-2 strings / 14-6 AWG					3/4" minimum / 1-3 strings / 14-6 AWG		
Dimensions with Safety Switch (HxWxD)	17.7 x 14.6 x 6.8 / 450 x 370 x 174					21.3 x 14.6 x 7.3 / 540 x 370 x 185		in / mm
Weight with Safety Switch	22 / 10		25.1 / 11.4	26.2 / 11.9		38.8 / 17.6		lb / kg
Noise	< 25				<50			dBA
Cooling	Natural Convection							
Operating Temperature Range	-40 to +140 / -25 to +60[4] (-40°F / -40°C option)[5]							°F / °C
Protection Rating	NEMA 4X (Inverter with Safety Switch)							

[1] For other regional settings please contact SolarEdge support
[2] A higher current source may be used; the inverter will limit its input current to the values stated
[3] Revenue grade inverter P/N: SExxxxH-US000NNC2
[4] For power de-rating information refer to: https://www.solaredge.com/sites/default/files/se-temperature-derating-note-na.pdf
[5] -40 version P/N: SExxxxH-US000NNU4

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RoHS

Docusign Envelope ID: 832F09DD-081D-48E3-867B-B947D2F4E2AF

Power Optimizer
For Residential Installations

S440, S500



POWER OPTIMIZER

Enabling PV power optimization at the module level

- Specifically designed to work with SolarEdge residential inverters
- Detects abnormal PV connector behavior, preventing potential safety issues*
- Module-level voltage shutdown for installer and firefighter safety
- Superior efficiency (99.5%)
- Mitigates all types of module mismatch loss, from manufacturing tolerance to partial shading
- Faster installations with simplified cable management and easy assembly using a single bolt
- Flexible system design for maximum space utilization
- Compatible with bifacial PV modules

* Functionality subject to inverter model and firmware version

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2167

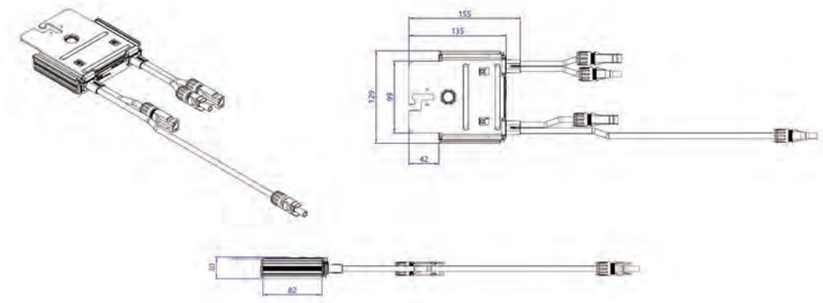
Power Optimizer
For Residential Installations
S440, S500

	S440	S500	UNIT
Rated Input DC Power(1)	440	500	W
Absolute Maximum Input Voltage (Voc)	60		Vdc
MPPT Operating Range	8 - 60		Vdc
Maximum Short Circuit Current (Isc) of Connected PV Module	14.5	15	Adc
Maximum Efficiency	99.5		%
Weighted Efficiency	98.6		%
Overvoltage Category	II		
OUTPUT DURING OPERATION			
Maximum Output Current	15		Adc
Maximum Output Voltage	60		Vdc
OUTPUT DURING STANDBY (POWER OPTIMIZER DISCONNECTED FROM INVERTER OR INVERTER OFF)			
Safety Output Voltage per Power Optimizer	1		Vdc
STANDARD COMPLIANCE			
EMC	FCC Part 15 Class B, IEC61000-6-2, IEC61000-6-3, CISPR11, EN-55011		
Safety	IEC62109-1 (class II safety), UL1741		
Material	UL94 V-0, UV Resistant		
RoHS	Yes		
Fire Safety	VDE-AR-E 2100-712:2013-05		
INSTALLATION SPECIFICATIONS			
Maximum Allowed System Voltage	1000		Vdc
Dimensions (W x L x H)	129 x 155 x 30		mm
Weight (including cables)	655 / 1.5		gr / lb
Input Connector	MC4(2)		
Input Wire Length	0.1		m
Output Connector	MC4		
Output Wire Length	(+) 2.3, (-) 0.10		m
Operating Temperature Range(3)	-40 to +85		˚C
Protection Rating	IP68 / NEMA6P		
Relative Humidity	0 - 100		%

(1) Rated power of the module at STC will not exceed the Power Optimizer Rated Input DC Power. Modules with up to +5% power tolerance are allowed
(2) For other connector types please contact SolarEdge
(3) For ambient temperature above +70°C / +158°F power de-rating is applied. Refer to Power Optimizers Temperature De-Rating Technical Note for more details

PV System Design Using a SolarEdge Inverter		Single Phase HD-Wave	Three Phase	Three Phase for 277/480V Grid	
Minimum String Length (Power Optimizers)	S440, S500	8	16	18	
Maximum String Length (Power Optimizers)		25	50		
Maximum Nominal Power per String(4)		5700	11250(5)	12750(6)	W
Parallel Strings of Different Lengths or Orientations		Yes			

(4) If the inverters rated AC power ≤ maximum nominal power per string, then the maximum power per string will be able to reach up to the inverters maximum input DC power Refer to: https://www.solaredge.com/sites/default/files/se-power-optimizer-single-string-design-application-note.pdf
(5) For the 230/400V grid: it is allowed to install up to 13,500W per string when the maximum power difference between each string is 2,000W
(6) For the 277/480V grid: it is allowed to install up to 15,000W per string when the maximum power difference between each string is 2,000W
(7) It is not allowed to mix S-series and P-series Power Optimizers in new installations



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CE RoHS

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DNA™ 144

Solar for Innovators

Residential I Commercial



Designed & Engineered in Silicon Valley

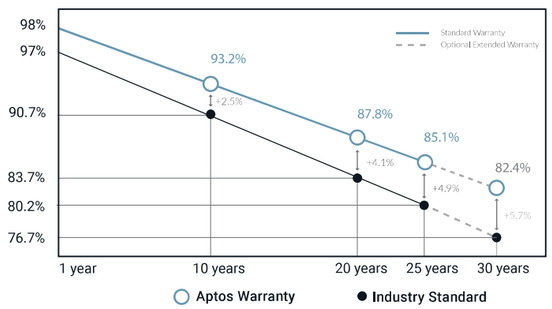
440W I 435W I 430W

Our DNA™ Split Cell Series impressively combines advanced solar technologies to maximize performance. Our patented Dual Nano Absorber (DNA™) Technology allows the panel to operate at high-efficencies in extreme temperatures. Contact our sales team today to learn more about our line of high-efficienty solar panels.

- Patented DNA™ technology boosts power performance & module efficiency
- Advanced split cell technology with 9 ultra-thin busbars allows for less resistance and more photon capture
- Ideal solution for applications affected by shading
- All-black design for pristine aesthetics
  No excessive silver bussing or ribbons
- Robust product design is reslient in extreme weather. Up to 5400 Pa snow load and 210 mph wind speeds

30 Year Warranty | 3X IEC Standards | RETC Top Performer

Linear Performance Warranty



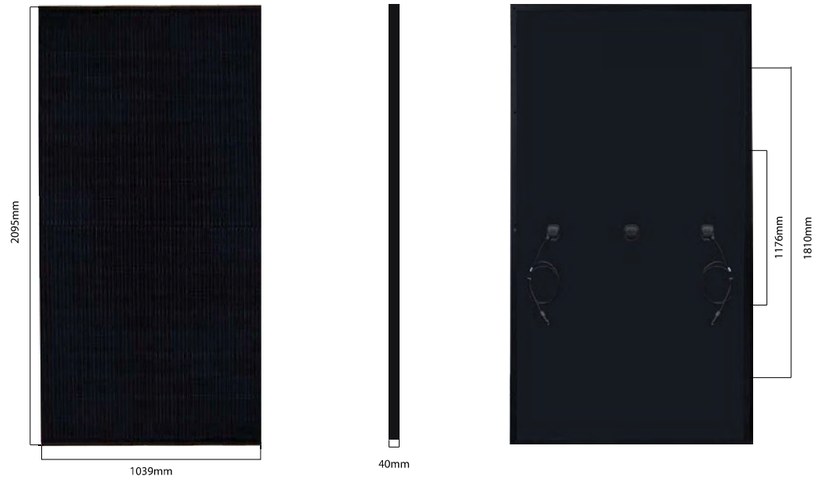
aptos™ solar technology

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Santa Clara, CA 95054
wwww.aptossolar.com
info@aptossolar.com

2168

DNA™ 144

Solar for Innovators



Electrical Specifiactions

	DNA-144-MF26-440W	DNA-144-MF26-435W	DNA-144-MF26-430W
STCrated Output P_{mpp} (W)	440W	435W	430W
Module Efficiency	20.21%	19.98%	19.76%
Open Circuit Voltage V_{VOC} (V)	49.9	49.7	49.5
Short Circiut Current I_{sc} (A)	11.33	11.26	11.19
Rated Voltage V_{mmp} (V)	41.0	40.8	40.6
Rated Voltage I_{mmp} (A)	10.74	10.67	10.60

Standard Test Conditions for front-face of panel: 1000 W/m², 25°C, measurement uncertainty ≤3%

Temperature Coefficients

Temperature Coefficients P_{mmp}	-0.36%
Temperature Coefficients I_{sc}	+0.05%/°C
Temperature Coefficients V_{OC}	-0.29%/°C
Normal Operating Cell Temperature (NOCT)	44°C

Test Operating Conditions

Maximum Series Fuse	20A
Maximum System Voltage	1,000 VDC (UL&IEC)
Maximum Load Capacity (Per UL 1703)	5400 PA Snow Load / 210mph Wind Rating
Fire Performance Class	Class C/Type 1

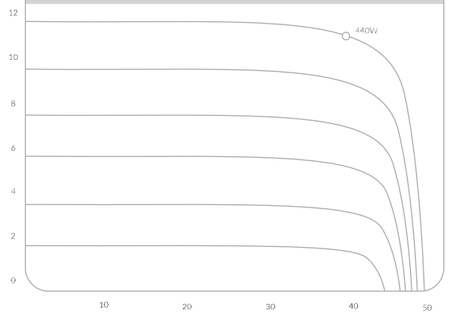
Packaging Configuration

Number of Modules per Pallet	27
Number of Pallets per 40ft. Container	22
Pallet Dimensions	2110 X 1120 X 2365
Pallet Weight (kg)	680
Container Weight (kg)	14960

Mechanical Properties

Cell Type	Monocrystalline
Glass	3.2mm, anti-reflection coating, high transmission, low iron, tempered glass
Frame	Anodized Aluminum Alloy
Junction Box	IP68
Dimensions	2095 X 1039 X 40mm
Output Cable	4mm2 (EU)12AWG,39.37in.(1200mm)
Weight	53.13lbs.(24.1kg)
Cable Length	1200mm
Encapsulant	POE

I-V Curve



Certifications

UL61730-1, UL61730-2

Aptos Solar Technology reserves the right to make specification changes without notice

Certificate Of Completion

Envelope Id: 832F09DD-081D-48E3-867B-B947D2F4E2AF
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Signatures: 5
Certificate Pages: 5
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City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
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Janice Mitchell jmitchell@Ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/7/2026 5:38:54 AM ID: 74daf325-ec77-460c-b201-cf82b596d68d	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 38.34.227.194 Signed using mobile	Sent: 2/5/2026 8:52:59 AM Viewed: 2/7/2026 5:38:54 AM Signed: 2/7/2026 5:39:39 AM
Chris Gowder chris.gowder@fmpa.com Chief Sys Ops & Tech Officer Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/7/2026 9:13:34 AM ID: 75df5c3f-7cbf-4d03-b107-ac72f7c0ea78	DocuSigned by: 087F58EBB34B474... Signature Adoption: Uploaded Signature Image Using IP Address: 2600:387:f:5915::2 Signed using mobile	Sent: 2/7/2026 5:39:40 AM Viewed: 2/7/2026 9:13:34 AM Signed: 2/7/2026 9:13:51 AM

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Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

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Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	2/7/2026 9:13:51 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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

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

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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..

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APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

TIER 1 - Ten (10) kW or Less
TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW
TIER 3 - Greater than 100 kW and Less Than or Equal to Two (2) MW

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net-metering customers located in the area served by the City of Ocala Electric Utility. Please refer to the Ocala Electric Utility Net-Metering Rate Schedule.

Ocala Electric Utility customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the Ocala Electric Utility system are required to complete this application. When the completed application and fees are returned to Ocala Electric Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained at Ocala Electric Utility, located at 201 SE 3rd Street, Ocala, Florida 34471, or may be requested by email from OEU@ocalafl.org.

1. Customer Information

Name: Patrick Meyer

Mailing Address: 4839 NE 6th Street

City: Ocala State: FL Zip Code: 34470

Phone Number: 352-361-4547 Alternate Phone Number: _____

Email Address: flgatorbrave@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 511071-105910

2. RGS Facility Information

Facility Location: 4839 NE 6th Street Ocala, Fl. 34470

Ocala Electric Utility Customer Account Number: 511071-105910

RGS Manufacturer: Longi

Manufacturer's Address: No.8369 Shangyuan Rd,
Xi'an Economic & Technological Dev. Zone, Xi'am,Shaanxi, China

Reference or Model Number: LR5-54HPB-410M (12 Modules 410W)

Serial Number: Inverter-Enphase IQ7HS-66-M-US

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3. Facility Rating Information

Gross Power Rating: 4.18kWac ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Ocala Electric Utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: Solar PV

Anticipated In- Service Date: 12/31/25

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is $375 for Tier 2 and $750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

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B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 3rd party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

C. Proof of insurance in the amount of:
Tier 1 - $100,000.00
Tier 2 - $1,000,000.00
Tier 3 - $2,000,000.00

Customer

By: Patrick Meyer Date: 12/4/25
(Print Name)

Carol Meyer
(Signature)

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Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 4th day of December, 20 25, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), the City of Ocala doing business as Ocala Electric Utility, a body politic (hereinafter "OEU"), and Patrick Meyer, a retail electric customer of OEU (hereinafter "Customer").

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

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Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

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4.04. FMPA and OEU shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any OEU equipment or part of OEU's system; or (b) if either FMPA or OEU determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU electric system.

Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to OEU electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by OEU or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

(Continued on Sheet No. 20.3)

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Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02 Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

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(Continued from Sheet No. 20.3)

7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, OEU, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEU, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, OEU, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or OEU of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

(Continued on Sheet No. 20.5)

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

City of Ocala Electric Utility

Signed by:
By: Janice Mitchell
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Title: CFO

Date: 2/7/2026

Florida Municipal Power Agency

DocuSigned by:
By: _____
087E58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 2/7/2026

Customer

By: Patrick Meyer Date: 12/4/25
(Print Name)

Carol Meyer
(Signature)

Customer's City of Ocala Electric Utility Account Number: 511071-105910

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
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William E. Sexton, Esq.
City Attorney

(Continued on Sheet No. 20.6)

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Tri-Party Net-Metering Power Purchase Agreement
Schedule A

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

a) FMPA shall pay OEU for the excess kWh energy delivered by customer-owned renewable generation to OEU's electric system. Every month, OEU shall determine the total kWh of customer-owned renewable generation that is delivered to OEU's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEU in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

b) As part of the monthly bill adjustment, FMPA will also increase OEU's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto OEU's electric system has been purchased by FMPA, but will remain on OEU's electric system and be used by OEU to meet its other customers' electric needs. As a result, OEU's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to OEU.

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.

b) At the end of each calendar year, OEU shall pay the Customer for any unused excess energy credits in accordance with the OEU Electric Net-Metering Service Rate Schedule.

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Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 4th day of December, 20 25, by and between Patrick Meyer, (hereinafter called "**Customer**"), located at 4839 NE 6th Street in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereinafter called OEU), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 4839 NE 6th Street Ocala, Fl. 34470.

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than ten (10) kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, OEU operates an electric system serving the City of Ocala; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU' electrical supply grid at the location identified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU' ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, the OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

(Continued on Sheet No. 21.1)

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(Continued from Sheet No. 21.0)

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and the City of Ocala Electric Utility (OEU).

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the ten kilowatt (10 kW) limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above two megawatts (2MW).

4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).

5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.

6. The Customer shall fully comply with OEU's Design Standards following NEC standards as those documents may be amended or revised by OUS from time to time.

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):

a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources.*
d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

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(Continued from Sheet No. 21.1)

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 21.3)

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(Continued from Sheet No. 21.2)

12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes an OEU interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU's electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS that (i) utilizes the same OEU interactive inverter for both systems, or (ii) utilizes a separate OEU interactive inverter for each system, Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU' systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's system, such that back feed from the customer-owned renewable generation system to OEU's system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

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(Continued from Sheet No. 21.3)

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Section 18, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars ($100,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 21.5)

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23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OEU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU' electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. OEU system emergencies, forced outages, uncontrollable forces or compliance with prudent electric OEU practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on OEU's system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical affects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU.
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

(Continued to Sheet No. 21.6)

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(Continued from Sheet No. 21.5)

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

(Continued on Sheet No. 21.7)

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(Continued from Sheet No. 21.6)

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement, which complies with the amended statutes/rules.

(Continued on Sheet No. 21.8)

Docusign Envelope ID: DEFB05F0-BD75-4D1E-B0CB-A24DF8DE7755

(Continued from Sheet No. 21.7)

32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

(Continued on Sheet No. 21.9)

Docusign Envelope ID: DEFB05F0-BD75-4D1E-B0CB-A24DF8DE7755

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

City of Ocala Electric Utility:

Signed by:
By: Janice Mitchell
55198B43858A4E1...

Title: CFO

Date: 2/7/2026

Customer:

By: Patrick Meyer
(Print Name)
Carol Meyer
(Signature)

Date: 12/4/25

City of Ocala Electric Utility Account Number:

511071-105910

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

Docusign Envelope ID: DEFB05F0-BD75-4D1E-B0CB-A24DF8DE7755

kin.

P.O. Box 95241
Chicago, IL 60694-5241

Producer Name
Kin Insurance Network
Distributor (KIND)

Policy Number
KIN-HO-FL-222633383

Policy Period
03/25/2025 to 03/25/2026

Homeowners Policy Declarations

Policy underwritten by Kin Interinsurance Network

Your Declarations Page shows at a glance the coverage you have and your premium. Please read your policy carefully, including your Declarations Page and any attached Endorsements, for a complete description of your coverage.

AGENCY INFO

AGENCY NAME
Kin Insurance Network Distributor (KIND)

AGENCY NUMBER
1

AGENCY EMAIL
support@kin.com

ADDRESS
222 W Merchandise Mart Plaza Suite 910
Chicago IL 60654

PHONE
(855) 717-0022

For Payments, please use this address:
KIN INTERINSURANCE NETWORK
P.O. Box 95241
Chicago, IL 60694-5241

NAMED INSURED

NAME
Carol Meyer

PHONE
(352) 361-4547

EMAIL
flgatorbrave@yahoo.com

SECOND NAMED INSURED

POLICY PERIOD

START DATE
03/25/2025

END DATE
03/25/2026

12:01 AM Standard Time at the residence premises

This policy applies only to accidents, "occurrences", or losses which happen during the policy period shown above, unless otherwise noted in the policy. If the policy is written on a continuous basis, each period of one year ending on the anniversary date of this policy constitutes a separate policy period.

DATE ISSUED
03/09/2024

PROPERTY ADDRESS

4839 NE 6th St
Ocala, FL 34470-1559

MAILING ADDRESS

Docusign Envelope ID: DEFB05F0-BD75-4D1E-B0CB-A24DF8DE7755

kin.

P.O. Box 95241
Chicago, IL 60694-5241

Producer Name
Kin Insurance Network
Distributor (KIND)

Policy Number
KIN-HO-FL-222633383

Policy Period
03/25/2025 to 03/25/2026

REPORT A CLAIM

Email	claims@kin.com
Website	kin.com/claims
Phone Number	(866) 204-2219

PROPERTY COVERAGES

Section I Coverages	Limit of Liability
A. Dwelling	$352,000
B. Other Structure	$7,040
C. Personal Property	$176,000
D. Loss of Use	$70,400

LIABILITY COVERAGES

Section II Coverages	Limit of Liability
E. Personal Liability	$500,000
F. Medical Payments	$5,000

DEDUCTIBLES

All Other Perils	$1,000
Calendar Year Hurricane Deductible	$7,040 (2% of Coverage A)

This policy contains a separate deductible for hurricane losses, and a separate deductible for all other perils, insured against. The deductibles shown in your policy declaration page(s) are the deductibles that will apply as described in your policy, in the event of a covered loss. Other deductibles may be available. Please contact your insurance agent for additional information.

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MODULE TYPE: (12) LONGI LR5-54HPB-410M
INVERTER TYPE: (12) ENPHASE IQ7HS-66-M-US 240V

CONDUCTOR SCHEDULE

TAG	# WIRES IN CONDUIT	MINIMUM WIRE SIZE	TYPE, MATERIAL	MINIMUM GROUND WIRE SIZE	GROUND TYPE,MATERIAL	CONDUIT	AMPS (BEFORE 125% SAFETY FACTOR)	TOTAL AMPS	WIRE AMPERAGE RATING TABLE 310.15(B)(16)	MINIMUM OCPD
A	3	#12 AWG	Q CABLE	#6 AWG	BARE CU	FREE AIR	9.6	12	25	20
B	3	#10 AWG	THWN-2, CU	#12 AWG	THWN-2, CU	3/4	9.6	12	35	20
C	4	#10 AWG	THWN-2, CU	#10 AWG	THWN-2, CU	3/4	19.2	24	35	30

OEU METER NUMBER: 107259

I, SCOTT WYSSLING, PE#81558, AN ENGINEER PURSUANT TO CHAPTER 471, CERTIFY THAT THE PV ELECTRICAL SYSTEM AND ELECTRICAL COMPONENTS ARE DESIGNED AND APPROVED USING THE STANDARDS CONTAINED IN THE MOST RECENT VERSION OF THE FLORIDA BUILDING CODE, FBC 107.

THIS PLAN HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY SCOTT WYSSLING, PE USING A DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

(N)240V/125A ENPHASE X-IQ-AM1-240-5C
(CELL KIT INTEGRATED INTO EQUIPMENT)
NEMA 3R RATED
MINIMUM 10KIAC
LOCATION: WEST WALL

(N) 15A-2P
ENVOY-IQ
MONITOR

2P-20A

2P-20A

A

B

C

6

6

UP TO (1) MODULE PER MICRO INVERTER

VISIBLE-OPEN LOCKABLE LABELED AC DISCONNECT TO BE LOCATED IN A READILY ACCESSIBLE LOCATION WITHIN 10' OF THE OCALA ELECTRIC UTILITY METER

(N) UTILITY PV AC DISCONNECT
240V/30A NEMA 3R
NON-FUSIBLE, 10KAIC
VISIBLE-OPEN LOCKABLE,
READILY ACCESSIBLE,
LABELED 2-POLE
RAPID SHUTDOWN DEVICE
LOCATION: WEST WALL
EATON DG221URB

C

(E) 150A RATED
MAIN SERVICE PANEL
(E)150A MAIN BREAKER
10KAIC
LOCATION: IN HOUSE
SERVICE CONDUCTORS
ORIGINATE UNDERGROUND

(E)150A
MAIN
BREAKER

(E)LOADS

(N) 2P-30A

M

(E) OEU METER
120/240V SINGLE
PHASE
3-WIRE

LOAD SIDE PV BREAKER TO BE LOCATED AT FURTHEST SLOT FROM MAIN BREAKER

FACILITY GROUND
(E) GROUND ROD +
(E) WATER BOND
GEC: #6 AWG CU

DESIGN ENGINEER

WYSSLING CONSULTING
CORPORATE EXPERIENCE WITH SMALL BUSINESS VALUE

76 N. MEADOWBROOK DRIVE
ALPINE UT 84004
swyssling@wysslingconsulting.com
(201) 874-3483
LICENSE NO. RY34912

SOLAR COMPANY/CLIENT

SPECTRUM SOLAR
SPECTRUM SOLAR POWER
2431 ALOMA AVENUE
WINTER PARK, FL

(888) 750-6555

MEYER
RESIDENCE
4839 NORTHEAST 6TH STREET
OCALA, FL 34470
COORDINATES: 29.192979, -82.067397
APN: 2742-006-006

THREE LINE DIAGRAM

SCOTT E WYSSLING LICENSE No. 81558 STATE OF FLORIDA PROFESSIONAL ENGINEER

Signed 10/27/2025

SCOTT E WYSSLING, PE
FL LICENSE NO 81558

DC SYSTEM SIZE: 4.920kW
AC SYSTEM SIZE: 4.608kW

AHJ: OCALA
UTILITY: OEU

DRAWN BY: PK
INITIAL DESIGN DATE: 08/25/2025 REV: A

EE-2

Docusign Envelope ID: DEFB05F0-BD75-4D1E-B0CB-A24DF8DE7755

N

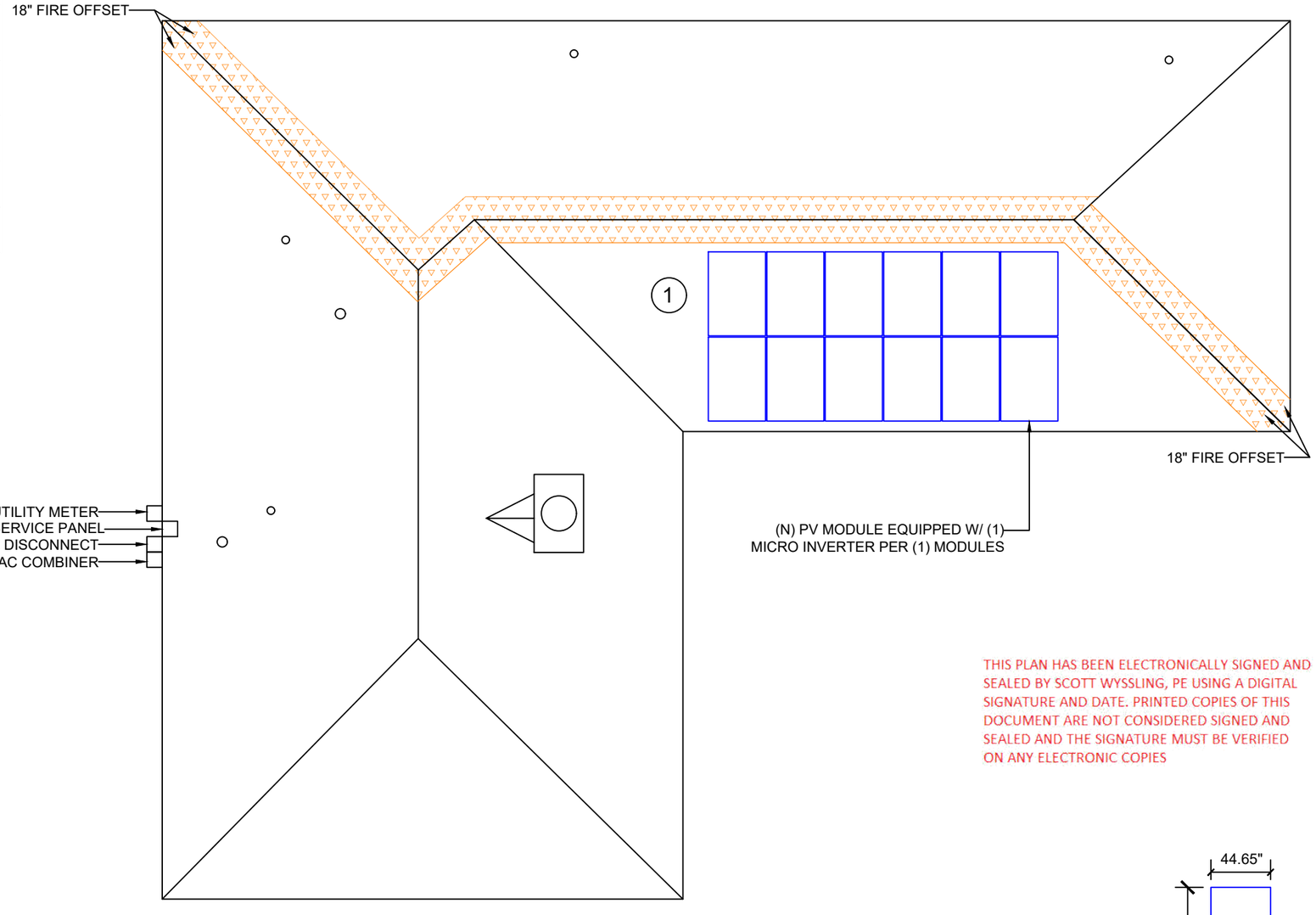
OEU METER NUMBER: 107259

ROOF DESCRIPTION							
ROOF #	ROOF TYPE	TILT	PITCH	AZIMUTH	ROOF FRAMING	MODULE COUNT	ARRAY SQ. FT.
1	COMP SHINGLE	15°	3.5:12	180°	2X4@24" O.C. TRUSSES	12	252.24

TOTAL ROOF AREA SQ. FT.	2984	TOTAL ARRAY SQ. FT.	252.24	ROOF COVER %	8.45

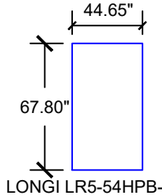
SYSTEM INFORMATION	
MODULE COUNT/TYPE	(12) LONGI LR5-54HPB-410M
INVERTER COUNT/TYPE	(12) ENPHASE IQ7HS-66-M-US
MODULE WEIGHT	45.86 LBS
MODULE DIMENSIONS	67.80" x 44.65"
UNIT WEIGHT OF ARRAY	2.18 PSF

LEGEND	
ROOF VENT (TYP.)	
PLUMBING VENT (TYP.)	
A/C UNIT	A/C
SATELLITE DISH	
ELECTRICAL MAST	
CHIMNEY	
FIRECODE PATHWAY	



4839 NORTHEAST 6TH STREET

THIS PLAN HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY SCOTT WYSSLING, PE USING A DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES



LONGI LR5-54HPB-410M MODULES

SITE PLAN NOTES

1. ALL OBSTRUCTIONS MUST BE VERIFIED BEFORE WORK COMMENCES
2. CONDUIT TO BE RUN IN ATTIC IF POSSIBLE
3. VISIBLE LOCKABLE LABELED UTILITY AC DISCONNECT WILL BE INSTALLED WITHIN 10' OF OCALA ELECTRIC UTILITY METER.
4. AC DISCONNECT SHALL BE READILY ACCESSIBLE 24/7
5. REQUIRED ELECTRICAL CLEARANCE TO BE MAINTAINED
6. MAIN SERVICE PANEL LOCATION: 1ST FLOOR
7. METER LOCATION: 1ST FLOOR

NOTE: EQUIPMENT LOCATIONS ARE DEFINED BUT MAY BE APPROXIMATE DUE TO EXISTING CONDITIONS

SCALE: 1/8" = 1'-0"

DESIGN ENGINEER

WYSSLING CONSULTING
CORPORATE EXPERIENCE WITH SMALL BUSINESS VALUE

76 N. MEADOWBROOK DRIVE
ALPINE UT 84004
swyssling@wysslingconsulting.com
(201) 874-3483
LICENSE NO. RY34912

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MEYER RESIDENCE
4839 NORTHEAST 6TH STREET
OCALA, FL 34470
COORDINATES: 29.192979, -82.067397
APN: 2742-006-006

SITE PLAN

SCOTT E WYSSLING LICENSE No. 81558 STATE OF FLORIDA PROFESSIONAL ENGINEER

Signed 10/27/2025

SCOTT E WYSSLING, PE
FL LICENSE NO 81558

DC SYSTEM SIZE: 4.920kW
AC SYSTEM SIZE: 4.608kW

AHJ: OCALA
UTILITY: OEU

DRAWN BY: PK
INITIAL DESIGN DATE: 08/25/2025 REV: A

PV-2

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Hi-MO 5m

LR5-54HPB
400~420M

- Suitable for distributed projects
- Advanced module technology delivers superior module efficiency
  - M10 Gallium-doped Wafer
  - Integrated Segmented Ribbons
  - 9-busbar Half-cut Cell
- Excellent outdoor power generation performance
- Aesthetic appearance with all black module design



12 — 12-year Warranty for Materials and Processing

25 — 25-year Warranty for Extra Linear Power Output

Complete System and Product Certifications

IEC 61215, IEC 61730, UL 61730
ISO9001:2015: ISO Quality Management System
ISO14001: 2015: ISO Environment Management System
ISO45001: 2018: Occupational Health and Safety
IEC62941: Guideline for module design qualification and type approval

LONGi

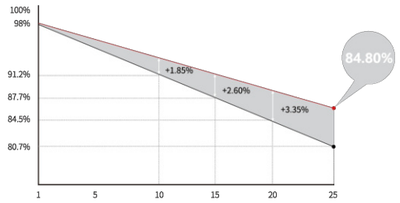
Hi-MO 5m

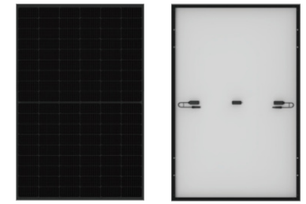
LR5-54HPB 400~420M

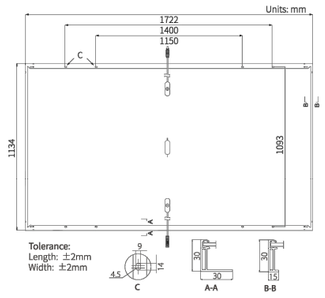
21.5%	0~3%	<2%	0.55%	HALF-CELL
MAX MODULE EFFICIENCY	POWER TOLERANCE	FIRST YEAR POWER DEGRADATION	YEAR 2-25 POWER DEGRADATION	Lower operating temperature

Additional Value

25-Year Power Warranty







Mechanical Parameters

Cell Orientation	108 (6×18)
Junction Box	IP68, three diodes
Output Cable	4mm², ±1200mm length can be customized
Glass	Single glass, 3.2mm coated tempered glass
Frame	Anodized aluminum alloy frame
Weight	20.8kg
Dimension	1722×1134×30mm
Packaging	36pcs per pallet / 216pcs per 20' GP / 864pcs per 40' HC

Electrical Characteristics

STC : AM1.5 1000W/m² 25°C NOCT : AM1.5 800W/m² 20°C 1m/s Test uncertainty for Pmax: ±3%

Module Type	LR5-54HPB-400M		LR5-54HPB-405M		LR5-54HPB-410M		LR5-54HPB-415M		LR5-54HPB-420M	
Testing Condition	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT
Maximum Power (Pmax/W)	400	299.0	405	302.7	410	306.5	415	310.2	420	313.9
Open Circuit Voltage (Voc/V)	36.90	34.70	37.15	34.93	37.40	35.17	37.65	35.40	37.89	35.63
Short Circuit Current (Isc/A)	13.72	11.09	13.78	11.14	13.84	11.19	13.91	11.24	13.97	11.30
Voltage at Maximum Power (Vmp/V)	30.94	28.74	31.18	28.96	31.42	29.19	31.66	29.41	31.90	29.63
Current at Maximum Power (Imp/A)	12.93	10.40	12.99	10.45	13.05	10.50	13.11	10.55	13.17	10.59
Module Efficiency(%)	20.5		20.7		21.0		21.3		21.5	

Operating Parameters

Operational Temperature	-40°C ~ +85°C
Power Output Tolerance	0 ~ 3%
Voc and Isc Tolerance	±3%
Maximum System Voltage	DC1000V (IEC/UL)
Maximum Series Fuse Rating	25A
Nominal Operating Cell Temperature	45±2°C
Protection Class	Class II
Fire Rating	UL type 1 or 2 IEC Class C

Mechanical Loading

Front Side Maximum Static Loading	5400Pa
Rear Side Maximum Static Loading	2400Pa
Hailstone Test	25mm Hailstone at the speed of 23m/s

Temperature Ratings (STC)

Temperature Coefficient of Isc	+0.050%/°C
Temperature Coefficient of Voc	-0.265%/°C
Temperature Coefficient of Pmax	-0.340%/°C

LONGi

No.8369 Shangyuan Road, Xi'an Economic And Technological Development Zone, Xi'an, Shaanxi, China.
Web: www.longi.com

Specifications included in this datasheet are subject to change without notice. LONGi reserves the right of final interpretation. (20220816V16)

DESIGN ENGINEER

WYSSLING CONSULTING
CORPORATE EXPERIENCE WITH SMALL BUSINESS VALUE

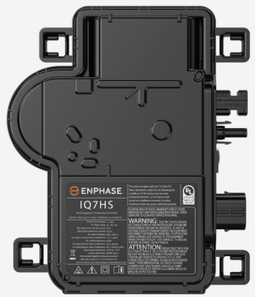
76 N. MEADOWBROOK DRIVE
ALPINE UT 84004
swyssling@wysslingconsulting.com
(201) 874-3483

MODULE

Docusign Envelope ID: DEFB05F0-BD75-4D1E-B0CB-A24DF8DE7755

ENPHASE.

DATA SHEET



IQ7HS Microinverter

The high-powered, smart grid-ready IQ7HS Microinverter with integrated MC4 connectors dramatically simplifies installation while achieving the highest system efficiency.



Part of the Enphase Energy System, the IQ7HS Microinverters integrate with the IQ Gateway, IQ Battery, and the Enphase Installer App monitoring and analysis software.

Enphase 25 year limited warranty

IQ7HS Microinverters extend the reliability standards set forth by previous generations and undergo over a million hours of power-on testing, enabling Enphase to provide an industry-leading warranty of up to 25 years.



Connect PV modules quickly and easily to the IQ7HS Microinverters that have integrated MC4 connectors.

CERTIFIED SAFETY

IQ7HS Microinverters are UL Listed as PV rapid shutdown equipment and conform with various regulations when installed according to the manufacturer's instructions.

Easy to install

- Lightweight and simple
- Faster installation with improved, lighter two-wire cabling
- Built-in rapid shutdown compliant (NEC 2014 , 2017, 2020, and 2023)

Productive and reliable

- Optimized for high powered 60-cell/120-half-cut-cell, 66-cell/132-half-cut-cell, and 72-cell/144-half-cut-cell PV modules
- More than a million hours of testing
- Class II double-insulated enclosure
- UL Listed

Smart grid-ready

- Complies with advanced grid support, voltage, and frequency ride-through requirements
- Remotely updates to respond to changing grid requirements
- Configurable for varying grid profiles
- Meets CA Rule 21 (UL 1741-SA) and IEEE 1547:2018 (UL 1741-SB, 3rd Ed.) for single-phase systems

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IQ7HS Microinverter

INPUT DATA (DC)	UNITS	IQ7HS-66-M-US
Commonly used module pairings[1]	W	320–460
Module compatibility	–	60-cell/120-half-cut-cell, 66-cell/132-half-cut-cell, and 72-cell/144-half-cut-cell PV modules
Maximum input DC voltage	V	59
Peak power tracking voltage	V	38–43
Operating range	V	20–59
Minimum/Maximum start voltage	V	30/59
Maximum input DC short-circuit current	A	25
Maximum module I_{sc}	A	20
Overvoltage class DC port	–	II
DC port back-feed current	A	0
PV array configuration	–	1 × 1 ungrounded array; no additional DC side protection required; AC side protection requires max. 20 A per branch circuit
OUTPUT DATA (AC)		
Peak output power	VA	384 @ 240 VAC, 369 @ 208 VAC
Maximum continuous output power	VA	384 @ 240 VAC, 369 @ 208 VAC
Nominal (L-L) voltage/Range[2]	V	240/211–264, 208/183–229
Maximum continuous output current	–	1.60 A (240 V), 1.77 A (208 V)
Nominal frequency	Hz	60
Extended frequency range	Hz	47–68
AC short-circuit fault current over three cycles	Arms	4.82
Maximum units per 20 A (L-L) branch circuit[3]	–	10 (240 VAC), 9 (208 VAC)
Overvoltage class AC port	–	III
AC port back-feed current	mA	18
Power factor setting	–	1.0
Power factor (adjustable)	–	0.85 leading ... 0.85 lagging
EFFICIENCY		
CEC weighted efficiency	%	97.0 @ 240 V, 96.5 @ 208 V
MECHANICAL DATA		
Ambient temperature range	°C (°F)	–40 to 60 (–40 to 140)
Relative humidity range	%	4 to 100 (condensing)
DC connector type	–	Stäubli MC4
Dimensions (H × W × D)	mm (in)	212 (8.3) × 175 (6.9) × 30.2 (1.2) without bracket
Weight	kg (lb)	1.1 (2.4)
Cooling	–	Natural convection—no fans
Approved for wet locations	–	Yes
Pollution degree	–	PD3

[1] Pairing PV modules with wattage above the limit may result in additional clipping losses. See the compatibility calculator at enphase.com/installers/microinverters/calculator.
[2] Nominal voltage range can be extended beyond nominal if required by the utility.
[3] Limits may vary. Refer to local requirements to define the number of microinverters per branch in your area.

DSH-00562-1.0-EN-US-2024-08-02

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INVERTER

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ENPHASE.

DATA SHEET



X-IQ-AM1-240-5-HDK
X-IQ-AM1-240-5C-HDK
X-IQ-AM1-240-5
X-IQ-AM1-240-5C

IQ Combiner 5/5C

The IQ Combiner 5/5C consolidates interconnection equipment into a single enclosure and streamlines IQ Series Microinverters and IQ Gateway installation by providing a consistent, pre-wired solution for residential applications. IQ Combiner 5/5C uses wired control communication and is compatible with IQ System Controller 3/3G and IQ Battery 5P.

The IQ Combiner 5/5C, IQ Series Microinverters, IQ System Controller 3/3G, and IQ Battery 5P provide a complete grid-agnostic Enphase Energy System.



IQ Series Microinverters
The high-powered smart grid-ready IQ Series Microinverters (IQ6, IQ7, and IQ8 Series) simplify the installation process.



IQ System Controller 3/3G
Provides microgrid interconnection device (MID) functionality by automatically detecting grid failures and seamlessly transitioning the home energy system from grid power to backup power.



IQ Battery 5P
Fully integrated AC battery system. Includes six field-replaceable IQ8D-BAT Microinverters.



IQ Load Controller
Helps prioritize essential appliances during a grid outage to optimize energy consumption and prolong battery life.

Enphase 5 year limited warranty

NOM

UL CERTIFIED SAFETY US CA SÛRETÉ US CA E341166

5-year limited warranty

Smart

- Includes IQ Gateway for communication and control
- Includes Enphase Mobile Connect (CELLMODEM-M1-06-SP-05), only with IQ Combiner 5C
- Supports flexible networking: Wi-Fi, Ethernet, or cellular
- Provides production metering (revenue grade) and consumption monitoring

Easy to install

- Mounts to one stud with centered brackets
- Supports bottom, back, and side conduit entries
- Supports up to four 2-pole branch circuits for 240 VAC plug-in breakers (not included)
- 80 A total PV branch circuits
- Factory installed hold-down kit
- Bluetooth-based Wi-Fi provisioning for easy Wi-Fi setup

Reliable

- Durable NRTL-certified NEMA type 3R enclosure
- 5-year limited warranty
- 2-year labor reimbursement program coverage included for IQ Combiner SKUs*
- UL1741 Listed

*For country-specific warranty information, see the https://enphase.com/installers/resources/warranty page.

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Data subject to change.

IQ Combiner 5/5C

MODEL NUMBER	
IQ Combiner 5 (X-IQ-AM1-240-5/ X-IQ-AM1-240-5-HDK)	IQ Combiner 5 with IQ Gateway printed circuit board for integrated revenue-grade PV production metering (ANSI C12.20 ±0.5%), consumption monitoring (±2.5%), and IQ Battery monitoring (±2.5%). Includes a silver solar shield to deflect heat. IQ-AM1-240-5-HDK includes a factory installed hold-down kit compatible with all the circuit breakers mentioned in the **Accessories and Replacement Parts** section.
IQ Combiner 5C (X-IQ-AM1-240-5C / X-IQ-AM1-240-5C-HDK)	IQ Combiner 5C with IQ Gateway printed circuit board for integrated revenue-grade PV production metering (ANSI C12.20 ±0.5%), consumption monitoring (±2.5%), and IQ Battery monitoring (±2.5%). Includes Enphase Mobile Connect cellular modem (CELLMODEM-M1-06-SP-05)[1]. Includes a silver solar shield to deflect heat. IQ-AM1-240-5C-HDK includes a factory installed hold-down kit compatible with all the circuit breakers mentioned in the **Accessories and Replacement Parts** section.
WHAT'S IN THE BOX	
IQ Gateway printed circuit board	IQ Gateway is the platform for total energy management for comprehensive, remote maintenance, and management of the Enphase Energy System
Busbar	80 A busbar with support for one IQ Gateway breaker and four 20 A breakers for installing IQ Series Microinverters and IQ Battery 5P
IQ Gateway breaker	Circuit breaker, 2-pole, 10 A/15 A
Production CT	Pre-wired revenue-grade solid-core CT, accurate up to ±0.5%
Consumption CT	Two consumption metering clamp CTs, shipped with the box, accurate up to ±2.5%
IQ Battery CT	One battery metering clamp CT, shipped with the box, accurate up to ±2.5%
CTRL board	Control board for wired communication with IQ System Controller 3/3G and the IQ Battery 5P
Enphase Mobile Connect (only with IQ Combiner 5C)	4G-based LTE-M1 cellular modem (CELLMODEM-M1-06-SP-05) with a 5-year T-Mobile data plan
Accessories kit	Spare control headers for the COMMS-KIT-2 board
ACCESSORIES AND REPLACEMENT PARTS (NOT INCLUDED, ORDER SEPARATELY)	
CELLMODEM-M1-06-SP-05	4G-based LTE-M1 cellular modem with a 5-year T-Mobile data plan
CELLMODEM-M1-06-AT-05	4G-based LTE-M1 cellular modem with a 5-year AT&T data plan
Circuit breakers (off-the-shelf)	Supports Eaton BR2XX, Siemens Q2XX, and GE/ABB THQL21XX Series circuit breakers (XX represents 10, 15, 20, 30, 40, 50, or 60). Also supports Eaton BR220B, BR230B, and BR240B circuit breakers compatible with the hold-down kit.
Circuit breakers (provided by Enphase)	BRK-10A-2-240V, BRK-15A-2-240V, BRK-20A-2P-240V, BRK-15A-2P-240V-B, and BRK-20A-2P-240V-B (more details in the "Accessories" section)
XA-SOLARSHIELD-ES	Replacement solar shield for IQ Combiner 5/5C
XA-ENV2-PCBA-5	IQ Gateway replacement printed circuit board (PCB) for IQ Combiner 5/5C
X-IQ-NA-HD-125A	Hold-down kit compatible with Eaton BR-B Series circuit breakers (with screws). Not required for X-IQ-AM1-240-5-HDK/X-IQ-AM1-240-5C-HDK.
XA-COMMS2-PCBA-5	Replacement COMMS-KIT-2 printed circuit board (PCB) for IQ Combiner 5/5C
ELECTRICAL SPECIFICATIONS	
Rating	80 A
System voltage and frequency	120/240 VAC or 120/208 VAC, 60 Hz
Busbar rating	125 A
Fault current rating	10 kAIC
Maximum continuous current rating (input from PV/ storage)	64 A
Branch circuits (solar and/or storage)	Up to four 2-pole Eaton BR, Siemens Q, or GE/ABB THQL Series distributed generation (DG) breakers only (not included)
Maximum total branch circuit breaker rating (input)	80 A of distributed generation/95 A with IQ Gateway breaker included
IQ Gateway breaker	10 A or 15 A rating GE/Siemens/Eaton included
Production metering CT	200 A solid core pre-installed and wired to IQ Gateway

[1] A plug-and-play industrial-grade cell modem for systems of up to 60 microinverters. Available in the United States, Canada, Mexico, Puerto Rico, and the US Virgin Islands, where there is adequate cellular service in the installation area.

IQC-5-5C-DSH-00007-6.0-EN-US-2024-09-30

DESIGN ENGINEER

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COMBINER PANEL 2200

Docusign Envelope ID: DEFB05F0-BD75-4D1E-B0CB-A24DF8DE7755

ACCESSORIES AND REPLACEMENT PARTS (NOT INCLUDED, ORDER SEPARATELY)	
Consumption monitoring CT (CT-200-CLAMP)	A pair of 200 A clamp-style current transformers is included with the box
IQ Battery metering CT	200 A clamp-style current transformer for IQ Battery metering, included with the box
MECHANICAL DATA	
Dimensions (W × H × D)	37.5 cm × 49.5 cm × 16.8 cm (14.75" × 19.5" × 6.63"). Height is 53.5 cm (21.06") with mounting brackets.
Weight	7.5 kg (16.5 lb)
Ambient temperature range	-40°C to 46°C (-40°F to 115°F)
Cooling	Natural convection, plus heat shield
Enclosure environmental rating	Outdoor, NRTL-certified, NEMA type 3R, polycarbonate construction
Wire sizes	• 20 A to 50 A breaker inputs: 14 to 4 AWG copper conductors • 60 A breaker branch input: 4 to 1/0 AWG copper conductors • Main lug combined output: 10 to 2/0 AWG copper conductors • Neutral and ground: 14 to 1/0 copper conductors • Always follow local code requirements for conductor sizing
Communication (in-premise connectivity)	Built-in CTRL board for wired communication with the IQ Battery 5P and the IQ System Controller 3/3G. Integrated power line communication for IQ Series Microinverters.
Altitude	Up to 2,600 meters (8,530 feet)
COMMUNICATION INTERFACES	
Integrated Wi-Fi	802.11b/g/n (dual band 2.4 GHz/5 GHz) for connecting the Enphase Cloud through the internet.
Wi-Fi range (recommended)	10 m (32.8 feet)
Bluetooth	BLE4.2, 10 m range to configure Wi-Fi SSID
Ethernet	Optional, 802.3, Cat5E (or Cat 6) UTP Ethernet cable (not included) for connecting to the Enphase Cloud through the internet.
Cellular/Mobile Connect	CELLMODEM-M1-06-SP-05 or CELLMODEM-M1-06-AT-05 (included with the IQ Combiner 5C)
Digital I/O	Digital input/output for grid operator control
USB 2.0	Mobile Connect, COMMS-KIT-01 for IQ Battery 3/3T/10/10T, COMMS-KIT-02 for IQ Battery 5P
Access point (AP) mode	For connection between the IQ Gateway and a mobile device running the Enphase Installer App
Metering ports	Up to two Consumption CTs, one IQ Battery CT, and one Production CT
Power line communication	90–110 kHz
Web API	See https://developer-v4.enphase.com
Local API	See Guide for local API
COMPLIANCE	
IQ Combiner with IQ Gateway	UL 1741, CAN/CSA C22.2 No. 107.1, Title 47 CFR, Part 15, Class B, ICES 003, NOM-208-SCFI-2016, UL 61010-1, CAN/CSA 22.2 No. 61010-1, IEEE 1547: 2018 (UL 1741-SB, 3rd Ed.), IEEE 2030.5/CSIP Compliant, Production metering: ANSI C12.20 accuracy class 0.5 (PV production)

COMPATIBILITY		
PV	Microinverters	IQ6, IQ7, and IQ8 Series Microinverters
COMMS-KIT-01[2]	IQ System Controller	EP200G101-M240US00
	IQ System Controller 2	EP200G101-M240US01
	IQ Battery	ENCHARGE-3-1P-NA, ENCHARGE-10-1P-NA, ENCHARGE-3T-1P-NA, ENCHARGE-10T-1P-NA
COMMS-KIT-02[3]	IQ System Controller 3	SC200D111C240US01, SC200G111C240US01
	IQ Battery	IQBATTERY-5P-1P-NA

[2] For information about IQ Combiner 5/5C compatibility with the 2nd-generation batteries, refer to the compatibility matrix.
[3] IQ Combiner 5/5C comes pre-equipped with COMMS-KIT-02.

Accessories



Mobile Connect

4G-based LTE-M1 cellular modem with a 5-year data plan
(CELLMODEM-M1-06-SP-05 for T-Mobile and CELLMODEM-M1-06-AT-05 for AT&T)



Circuit breakers

BRK-10A-2-240V Circuit breaker, 2-pole, 10 A, Eaton BR210
BRK-15A-2-240V Circuit breaker, 2-pole, 15 A, Eaton BR215
BRK-20A-2P-240V Circuit breaker, 2-pole, 20 A, Eaton BR220
BRK-15A-2P-240V-B Circuit breaker, 2-pole, 15 A, Eaton BR215B with hold-down kit support
BRK-20A-2P-240V-B Circuit breaker, 2-pole, 20 A, Eaton BR220B with hold-down kit support

CT-200-SOLID

200 A revenue-grade solid-core Production CT with <0.5% error rate (replacement SKU)

CT-200-CLAMP

200 A clamp-style consumption and battery metering CT with <2.5% error rate (replacement SKU)

IQC-5-5C-DSH-00007-6.0-EN-US-2024-09-30

DESIGN ENGINEER

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COMBINER PANEL 2201

Certificate Of Completion

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Status: Completed
Subject: FOR SIGNATURES - Net Metering Agreement - Patrick Meyer - ELE/260461
Source Envelope:
Document Pages: 28
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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

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William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/4/2026 3:39:36 PM Viewed: 2/5/2026 8:51:26 AM Signed: 2/5/2026 8:52:03 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@Ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 38.34.227.194 Signed using mobile	Sent: 2/5/2026 8:52:04 AM Viewed: 2/7/2026 5:36:26 AM Signed: 2/7/2026 5:37:28 AM
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Chris Gowder chris.gowder@fmpa.com Chief Sys Ops & Tech Officer Security Level: Email, Account Authentication (None)	DocuSigned by: 087F58EBB34B474... Signature Adoption: Uploaded Signature Image Using IP Address: 2600:387:f:5915::2 Signed using mobile	Sent: 2/7/2026 5:37:30 AM Viewed: 2/7/2026 9:11:57 AM Signed: 2/7/2026 9:12:24 AM
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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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/4/2026 3:39:36 PM
Certified Delivered	Security Checked	2/7/2026 9:11:57 AM
Signing Complete	Security Checked	2/7/2026 9:12:24 AM
Completed	Security Checked	2/7/2026 9:12:24 AM

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Electronic Record and Signature Disclosure

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APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

TIER 1 - Ten (10) kW or Less
TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW
TIER 3 - Greater than 100 kW and Less Than or Equal to Two (2) MW

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net-metering customers located in the area served by the City of Ocala Electric Utility. Please refer to the Ocala Electric Utility Net-Metering Rate Schedule.

Ocala Electric Utility customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the Ocala Electric Utility system are required to complete this application. When the completed application and fees are returned to Ocala Electric Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained at Ocala Electric Utility, located at 201 SE 3rd Street, Ocala, Florida 34471, or may be requested by email from OEU@ocalafl.org.

1. Customer Information

Name: Maurice G. Pitilon

Mailing Address: 1601 NE 47th Court

City: Ocala State: Fl. Zip Code: 34470

Phone Number: 561-703-2613 Alternate Phone Number: _____

Email Address: NYPIT2@AOL.COM Fax Number: _____

Ocala Electric Utility Customer Account Number: 534621-262889

2. RGS Facility Information

Facility Location: 1601 NE 47th Court Ocala, Fl. 34470

Ocala Electric Utility Customer Account Number: 534621-262889

RGS Manufacturer: Hanwha Q CELLS America, Inc.

Manufacturer's Address: 400 Spectrum Center Drive Suite 1400
Irvine, CA. 92618

Reference or Model Number: Q.PEAK DUO BLK ML-G10+ (14 modules 400W)

Serial Number: Inverter-Solaredge SE5000H-US

(Continued on Sheet No.19.1)

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3. Facility Rating Information

Gross Power Rating: 4.76kWac ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Ocala Electric Utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: Solar PV

Anticipated In- Service Date: 11/2022

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is $375 for Tier 2 and $750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

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B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 3rd party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

C. Proof of insurance in the amount of:
Tier 1 - $100,000.00
Tier 2 - $1,000,000.00
Tier 3 - $2,000,000.00

Customer

By: Maurice G. Pitilon Date: 2/4/26
(Print Name)

Maurice G. Pitilon
(Signature)

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Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 4th day of February, 20 26, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), the City of Ocala doing business as Ocala Electric Utility, a body politic (hereinafter "OEU"), and Maurice G. Pitilon, a retail electric customer of OEU (hereinafter "Customer").

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

(Continued on Sheet No. 20.1)

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Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

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4.04. FMPA and OEU shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any OEU equipment or part of OEU's system; or (b) if either FMPA or OEU determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU electric system.

Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to OEU electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by OEU or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

(Continued on Sheet No. 20.3)

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Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02 Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

(Continued on Sheet No. 20.4)

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(Continued from Sheet No. 20.3)

7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, OEU, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEU, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, OEU, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or OEU of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

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

City of Ocala Electric Utility

Signed by:
By: Janice Mitchell
55198B43858A4E1...

Title: CFO

Date: 2/7/2026

Florida Municipal Power Agency

DocuSigned by:
By:
087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 2/7/2026

Customer

By: Maurice G. Pitilon Date: 2/4/26
(Print Name)

(Signature)

Customer's City of Ocala Electric Utility Account Number: 534621-262889

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04E3...

William E. Sexton, Esq.
City Attorney

(Continued on Sheet No. 20.6)

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Tri-Party Net-Metering Power Purchase Agreement
Schedule A

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

a) FMPA shall pay OEU for the excess kWh energy delivered by customer-owned renewable generation to OEU's electric system. Every month, OEU shall determine the total kWh of customer-owned renewable generation that is delivered to OEU's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEU in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

b) As part of the monthly bill adjustment, FMPA will also increase OEU's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto OEU's electric system has been purchased by FMPA, but will remain on OEU's electric system and be used by OEU to meet its other customers' electric needs. As a result, OEU's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to OEU.

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.

b) At the end of each calendar year, OEU shall pay the Customer for any unused excess energy credits in accordance with the OEU Electric Net-Metering Service Rate Schedule.

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Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 4th day of February, 20 26, by and between Maurice G. Pitilon, (hereinafter called "**Customer**"), located at 1601 NE 47th Court in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereinafter called OEU), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 1601 NE 47th Court Ocala, Fl. 34470.

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than ten (10) kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, OEU operates an electric system serving the City of Ocala; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU' electrical supply grid at the location identified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU' ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, the OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

(Continued on Sheet No. 21.1)

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(Continued from Sheet No. 21.0)

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and the City of Ocala Electric Utility (OEU).

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the ten kilowatt (10 kW) limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above two megawatts (2MW).

4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).

5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.

6. The Customer shall fully comply with OEU's Design Standards following NEC standards as those documents may be amended or revised by OUS from time to time.

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):

a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources.*
d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

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(Continued from Sheet No. 21.1)

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

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(Continued from Sheet No. 21.2)

12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes an OEU interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU's electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS that (i) utilizes the same OEU interactive inverter for both systems, or (ii) utilizes a separate OEU interactive inverter for each system, Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU' systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's system, such that back feed from the customer-owned renewable generation system to OEU's system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

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(Continued from Sheet No. 21.3)

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Section 18, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars ($100,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

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23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OEU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU' electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. OEU system emergencies, forced outages, uncontrollable forces or compliance with prudent electric OEU practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on OEU's system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical affects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU.
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

(Continued to Sheet No. 21.6)

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26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

(Continued on Sheet No. 21.7)

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29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement, which complies with the amended statutes/rules.

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(Continued from Sheet No. 21.7)

32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

(Continued on Sheet No. 21.9)

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

City of Ocala Electric Utility:

Signed by:
By: Janice Mitchell
55198B43858A4E1...

Title: CFO

Date: 2/7/2026

Customer:

By: Maurice G. Pitilon
(Print Name)

Maurice G. Pitilon
(Signature)

Date: 2/4/26

City of Ocala Electric Utility Account Number:

534621-262889

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

Docusign Envelope ID: 07EC8B32-0A32-4318-955A-9B4CFA2618A3

CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY STREET, SUITE 1300
JACKSONVILLE FL 32202-5142

Homeowners HO-3 Special Form Policy - Declarations

POLICY NUMBER: 15022739 - 1 **POLICY PERIOD:** **FROM** 07/03/2025 **TO** 07/03/2026
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

Transaction: NEW BUSINESS

Named Insured and Mailing Address:	**Location Of Residence Premises:**	**Agent:** **FI. Agent Lic. #:** W134376_1
First Named Insured: Maurice Pitilon 1601 NE 47TH CT OCALA, FL 34470-1161 Phone Number: 561-703-2613	1601 NE 47TH CT OCALA FL 34470-1161 **County:**MARION	USAA INSURANCE AGENCY, INC. CORDERO BOWLEG 17200 COMMERCE PARK BLVD TAMPA, FL 33647 Phone Number: 877-900-3967 **Citizens Agency ID#:** 26054

Primary Email Address: nypit2@aol.com

Additional Named Insured: Please refer to "ADDITIONAL NAMED INSURED(S)" section for details

Coverage is only provided where a premium and a limit of liability is shown

All Other Perils Deductible: $2,500

Hurricane Deductible: $8,076 (2%)

	LIMIT OF LIABILITY	ANNUAL PREMIUM
SECTION I - PROPERTY COVERAGES		$2,164
A. Dwelling :	$403,800	
B. Other Structures:	$8,080	
C. Personal Property:	$100,950	
D. Loss of Use:	$40,380	
SECTION II - LIABILITY COVERAGES		
E. Personal Liability:	$100,000	$8
F. Medical Payments:	$2,000	INCLUDED
OTHER COVERAGES		
Personal Property Replacement Cost	Included	$254
Ordinance or Law Limit (25% of Cov A)	(See Policy)	Included
SUBTOTAL:		**$2,426**
Florida Hurricane Catastrophe Fund Build-Up Premium:		$34
Premium Adjustment Due To Allowable Rate Change:		($330)
MANDATORY ADDITIONAL CHARGES:		
2023-A Florida Insurance Guaranty Association (FIGA) Emergency Assessment		$21
Emergency Management Preparedness and Assistance Trust Fund (EMPA)		$2
Tax-Exempt Surcharge		$37
STATUTORY INSURANCE PREMIUM DISCOUNTS:		
Legislative Premium Tax Discount		($37)
Legislative Fire Marshal Discount		($5)
TOTAL POLICY PREMIUM INCLUDING ANY ADDITIONAL CHARGES, ASSESSMENTS, AND ADJUSTMENTS:		**$2,148**

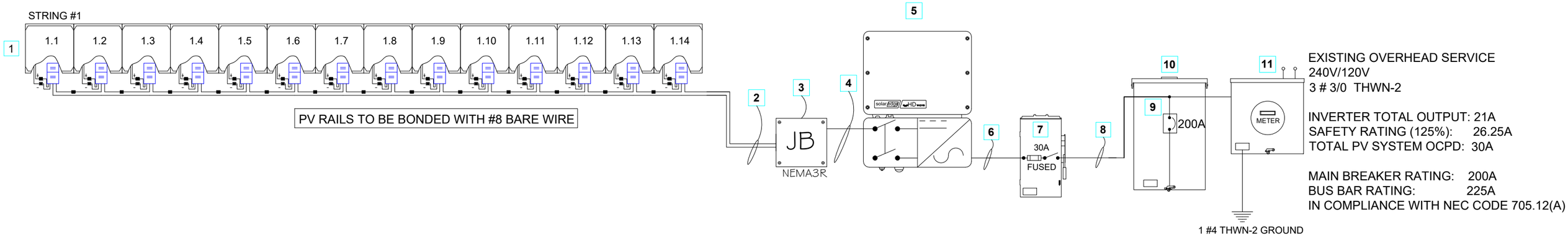
The portion of your premium for:

Hurricane Coverage is $1,473 Non-Hurricane Coverage is $657

Authorized By: CORDERO BOWLEG **Processed Date:** 06/24/2025

Docusign Envelope ID: 07EC8B32-0A32-4318-955A-9B4CFA2618A3

WIRE TAG	CONDUCTOR QTY. SIZE & TYPE	NEUTRAL QTY. SIZE & TYPE	GROUND QTY. SIZE & TYPE	RACEWAY SIZE & TYPE	RACEWAY LOCATION	RACEWAY HEIGHT ABOVE ROOF	OUTPUT CURRENT	125% OF OUTPUT CURRRENT	MIN OCPD	WIRE DE-RATED CALCULATION				DIST.	VOLTAGE	VOLTAGE DROP %	CONDUIT FILL %
										WIRE RATING	AMBIENT TEMPERATURE COEFFICIENT	# OF CONDUCTORS COEFFICIENT	DE-RATES AMPACITY				
DC (BEFORE JB)	(2) #10 AWG PV WIRE	N/A	(1) #8 AWG BARE COPPER	NOT APPLICABLE	UNDER ARRAY	1/2" TO 3-1/2"	15A	18.8A	20A	40A	0.76	1	30A	10 FT.	350V	0.11%	6.4%
DC (AFTER JB)	(2) #10 AWG THWN-2	N/A	(1) #8 AWG THWN-2	3/4" EMT CONDUIT	ABOVE ROOF	1/2" TO 3-1/2"	15A	18.8A	20A	40A	0.76	0.8	24.3A	20 FT.	350V	0.21%	8.1%
AC (INVERTER TO METER)	(2) #6 AWG THWN-2	(1) #6 AWG THWN-2	(1) #8 AWG THWN-2	3/4" EMT CONDUIT	EXTERIOR WALL	"N/A"	21A	26.25A	30A	75A	1	1	75A	5 FT.	240V	0.1%	7.7%



1 ONE LINE RISER DIAGRAM

N.T.S.

LEGEND:

1	(14) Q.PEAK DUO BLK ML-G10+ 400W BY QCELL REFER TO D-1 SHEET	2	2 #10 PV WIRE PER STRING 1 #8 BARE WIRE GROUND 3/4" EMT CONDUIT	3	NEMA3R JUNCTION BOX
4	2 #10 THWN-2 PER STRING 1 #8 THWN-2 GROUND 3/4" EMT CONDUIT	5	SE5000H-US BY SOLAREDGE REFER TO D-3 SHEET	6	2 #6 L1,L2 THWN-2 1 #6 THWN-2 NEUTRAL 1 #8 THWN-2 GROUND 3/4" EMT CONDUIT
7	PV SYSTEM DISCONNECT - 60A RATED W/ 30A FUSES	8	2 #6 L1,L2 THWN-2 1 #6 THWN-2 NEUTRAL 3/4" EMT CONDUIT	9	PV INTERCONNECTION POINT - LST
10	EXISTING EXTERIOR MDP RATED 200A	11	UTILITY ELECTRICAL SERVICE	12	NOT USED

DOCUMENT CONTROL		DATE	sCAD	eCAD
ISSUED FOR PERMIT		9-7-22	JH	NT
REV	DESCRIPTION	DATE	sCAD	eCAD

ENGINEER CONTACT INFORMATION
ENGIPARTNERS LLC
C.A. 32661
1825 PONCE DE LEON BLVD #114
CORAL GABLES, FL 33134
DESIGN@ENGIPARTNERS.COM
833 - 888 - 3644

ENGINEERING STAMP

CONTRACTOR CONTACT INFORMATION
TITAN SOLAR POWER FL
901 ARMSTRONG BLVD,
KISSIMMEE, FL 34741
(813) 982 -9001
#EC13009924

CONTRACTOR LOGO

TITAN SOLAR POWER

CUSTOMER: MICAHAEL LEPPARD

PROJECT ADDRESS: 1601 NE 47TH CT, OCALA FL, 34470

PARCEL NUMBER: 2735-006-016

SHEET NAME: ONE LINE RISER DIAGRAM

PROJECT ID: TSP141144

ENGINEER OF RECORD: ENG. RAFAEL A. GONZALEZ SOTO, PE

DATE: 9-6-22

SHEET TITLE: E-1

Docusign Envelope ID: 07EC8B32-0A32-4318-955A-9B4CFA2618A3

PROJECT DESCRIPTION

SYSTEM CAPACITY: 5.6 KW DC / 5.0 KW AC

PV PANELS: (14) Q.PEAK DUO BLK ML-G10+ 400W BY QCELL

OPTIMIZERS: (14) P401 BY SOLAR EDGE

INVERTER: (1) SE5000H-US BY SOLAR EDGE

RACKING SYSTEM: CROSS RAIL SYSTEM 44-X BY K2 SYSTEMS

PROJECT INFORMATION

PROJECT LATITUDE	29.202919	MIN AMBIENT TEMP	-6 ° C
PROJECT LONGITUDE	-82.069348	MAX AMBIENT TEMP	35 ° C
AHJ	CITY OF OCALA	WIND EXPOSURE	B
		DESIGN WIND SPEED	130 MPH

DRAWINGS INDEX

C-1	COVER SHEET
C-2	SAFETY PLANS
E-1	ONE LINE RISER DIAGRAM
E-2	SAFETY LABELS
S-1	STRUCTURAL PLAN
S-2	RACKING PLAN
S-3	RACKING PLAN
D-1	PV MODULES DATA SHEET
D-2	SMART MONITORING DATA SHEET
D-3	INVERTER DATA SHEET

GENERAL NOTES

PER FL. STATUTE 377.705 (REVISED 7/1/2017), I RAFAEL A. GONZALEZ SOTO, P.E. 83104 AN ENGINEER LICENSED PURSUANT TO CHAPTER 471, CERTIFY THAT THE PV ELECTRICAL SYSTEM AND ELECTRICAL COMPONENTS ARE DESIGNED AND APPROVED USING THE STANDARDS CONTAINED IN THE MOST RECENT VERSION OF THE FLORIDA BUILDING CODE.

APPLICABLE CODES: 2020 FLORIDA BUILDING CODE 7TH EDITION, ASCE 7-16 MINIMUM DESIGN LOADS FOR BUILDING AND OTHER STRUCTURES, FFPC 7TH EDITION, NFPA 2018, NFPA 70 AND NEC 2017.

CONTRACTOR SHALL ENSURE ALL ROOF PENETRATIONS TO BE INSTALLED AND SEALED PER 2020 FLORIDA BUILDING CODE 7TH EDITION OR LOCAL GOVERNING CODE.

ALL WIRING METHODS AND INSTALLATION PRACTICES SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE (NEC) 2017, LOCAL STATE CODES, AND OTHER APPLICABLE LOCAL CODES. MEANS SHALL BE PROVIDED TO DISCONNECT ALL CURRENT CARRYING CONDUCTORS OF THE PHOTOVOLTAIC POWER SOURCE FROM ALL OTHER CONDUCTORS IN THE BUILDING. CONNECTORS TO BE TORQUED PER DEVICE LISTING, OR MANUFACTURERS RECOMMENDATIONS. NON-CURRENT CARRYING METAL PARTS SHALL BE CHECKED FOR PROPER GROUNDING.

REQUIRED SAFETY SIGNS AND LABELS SHALL BE PERMANENTLY ATTACHED BY ADHESIVE, OR OTHER MECHANICAL MEANS, LABELS SHALL COMPLY WITH ARTICLE 690 VI OF THE NEC 2017 OR OTHER APPLICABLE STATE AND LOCAL CODES. SEE LABELS AND MARKING PAGE FOR MORE INFORMATION.

RACKING ROOF MOUNT SYSTEM SHALL BE INSTALLED FOLLOWING MANUFACTURERS INSTRUCTION SPEC'S, INCLUDING ALL GROUNDING WEEB CLIPS, GROUND LUGS, AND RAIL SPLICE KITS FOR ELECTRICAL CONTINUITY.

MECAWIND TOOL IS BASED ON THE C&C WIND LOADS FOR ENCLOSED BUILDINGS. DESIGN WIND PRESSURES ARE CALCULATED USING ASCE 7-16 EQUATION 30.6-1. ALL NOTES IN FIGURES ASCE 7-16 30.4-1 AND 30.4-2(A,B AND /67C) HAVE BEEN INCORPORATED. MEAN ROOF HEIGHT MUST BE LESS THAN 60 FEET.



2 **LOCATION MAP / WIND ZONES**
N.T.S.

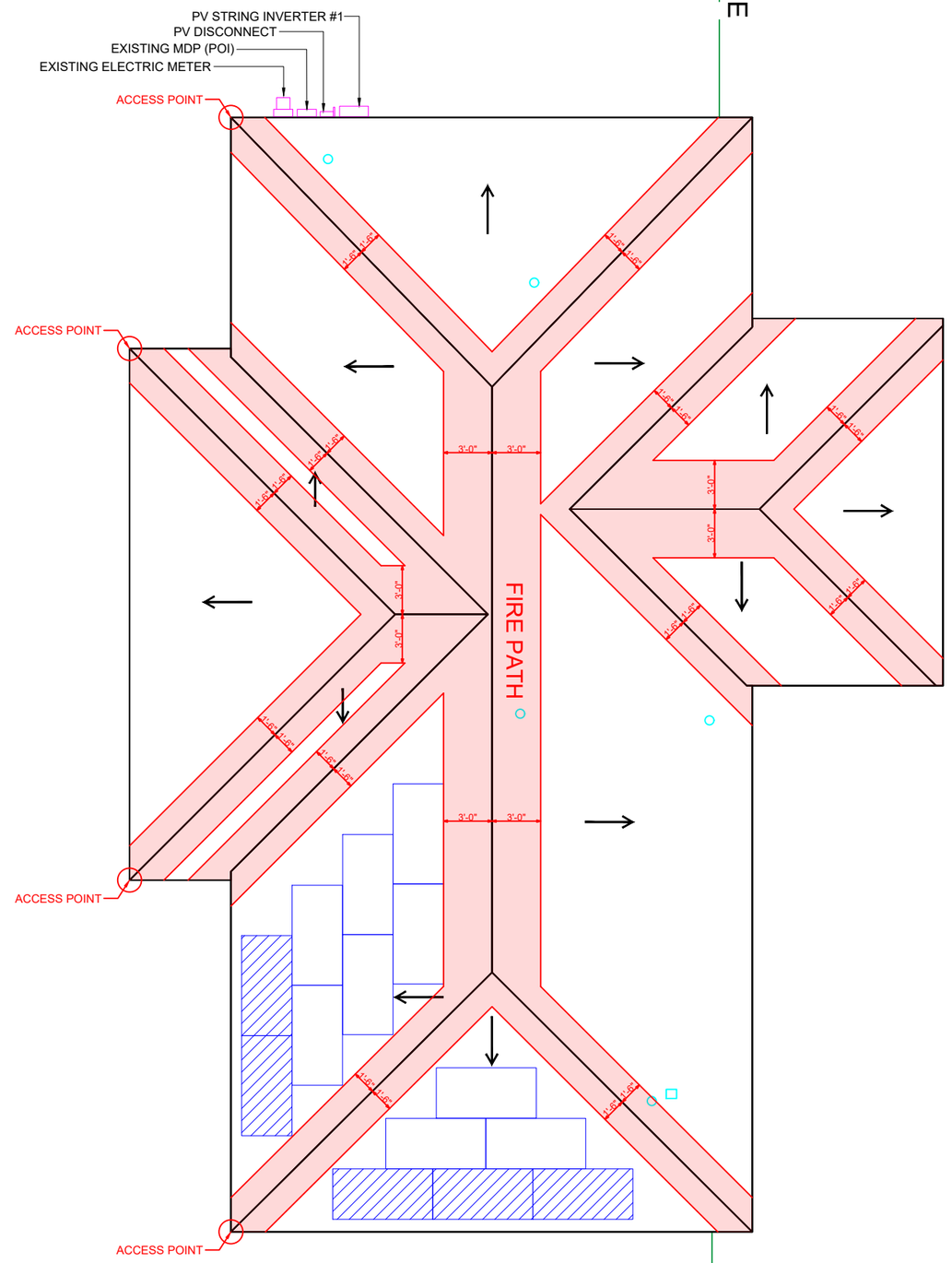


3 **IRRADIANCE MAP**
N.T.S.



4 **3D RENDERING**
N.T.S.

"PROPERTY SIDE FACING STREET"



1 **ROOF PLAN VIEW / BOS LOCATION**
N.T.S.

DOCUMENT CONTROL	DATE	sCAD	eCAD
ISSUED FOR PERMIT	9-7-22	JH	NT

REV	DESCRIPTION	DATE	sCAD	eCAD

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CONTRACTOR LOGO
TITAN SOLAR POWER

CUSTOMER: MICAHAEL LEPPARD
PROJECT ADDRESS: 1601 NE 47TH CT, OCALA FL, 34470
PARCEL NUMBER: 2735-006-016

SHEET NAME: COVER SHEET

PROJECT ID: TSP141144
ENGINEER OF RECORD: ENG. RAFAEL A. GONZALEZ SOTO, PE
DATE: 9-6-22
SHEET TITLE: C-1 2229

Docusign Envelope ID: 07EC8B32-0A32-4318-955A-9B4CFA2618A3

Single Phase Inverter with HD-Wave Technology

for North America

SE3000H-US / SE3800H-US / SE5000H-US / SE6000H-US / SE7600H-US / SE10000H-US / SE11400H-US

INVERTERS

12-25 YEAR WARRANTY



Optimized installation with HD-Wave technology

- Specifically designed to work with power optimizers
- Record-breaking 99% weighted efficiency
- Quick and easy inverter commissioning directly from a smartphone using the SolarEdge SetApp
- Fixed voltage inverter for longer strings
- Integrated arc fault protection and rapid shutdown for NEC 2014, NEC 2017 and NEC 2020 per article 690.11 and 690.12
- UL1741 SA certified, for CPUC Rule 21 grid compliance
- Small, lightweight, and easy to install both outdoors or indoors
- Built-in module-level monitoring
- Optional: Faster installations with built-in consumption metering (1% accuracy) and production revenue grade metering (0.5% accuracy, ANSI C12.20)

solaredge.com

solaredge

Single Phase Inverter with HD-Wave Technology

for North America

SE3000H-US / SE3800H-US / SE5000H-US / SE6000H-US/ SE7600H-US / SE10000H-US / SE11400H-US

MODEL NUMBER	SE3000H-US	SE3800H-US	SE5000H-US	SE6000H-US	SE7600H-US	SE10000H-US	SE11400H-US	
APPLICABLE TO INVERTERS WITH PART NUMBER	SEXXXXH-XXXXXBXX4							
OUTPUT								
Rated AC Power Output	3000	3800 @ 240V 3300 @ 208V	5000	6000 @ 240V 5000 @ 208V	7600	10000	11400 @ 240V 10000 @ 208V	VA
Maximum AC Power Output	3000	3800 @ 240V 3300 @ 208V	5000	6000 @ 240V 5000 @ 208V	7600	10000	11400 @ 240V 10000 @ 208V	VA
AC Output Voltage Min.-Nom.-Max. (211 - 240 - 264)	✓	✓	✓	✓	✓	✓	✓	Vac
AC Output Voltage Min. Nom. Max. (183 - 208 - 229)	-	✓	-	✓	-	-	✓	Vac
AC Frequency (Nominal)	59.3 - 60 - 60.5[1]							Hz
Maximum Continuous Output Current @240V	12.5	16	21	25	32	42	47.5	A
Maximum Continuous Output Current @208V	-	16	-	24	-	-	48.5	A
Power Factor	1, Adjustable - 0.85 to 0.85							
GFDI Threshold	1							A
Utility Monitoring, Islanding Protection, Country Configurable Thresholds	Yes							
INPUT								
Maximum DC Power @240V	4650	5900	7750	9300	11800	15500	17650	W
Maximum DC Power @208V	-	5100	-	7750	-	-	15500	W
Transformer-less, Ungrounded	Yes							
Maximum Input Voltage	480							Vdc
Nominal DC Input Voltage	380					400		Vdc
Maximum Input Current @240V[2]	8.5	10.5	13.5	16.5	20	27	30.5	Adc
Maximum Input Current @208V[2]	-	9	-	13.5	-	-	27	Adc
Max. Input Short Circuit Current	45							Adc
Reverse-Polarity Protection	Yes							
Ground-Fault Isolation Detection	600kΩ Sensitivity							
Maximum Inverter Efficiency	99	99.2						%
CEC Weighted Efficiency	99						99 @ 240V 98.5 @ 208V	%
Nighttime Power Consumption	< 2.5							W

(1) For other regional settings please contact SolarEdge support
(2) A higher current source may be used; the inverter will limit its input current to the values stated

Single Phase Inverter with HD-Wave Technology

for North America

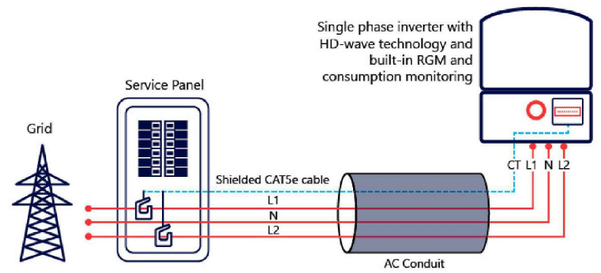
SE3000H-US / SE3800H-US / SE5000H-US / SE6000H-US/ SE7600H-US / SE10000H-US / SE11400H-US

MODEL NUMBER	SE3000H-US	SE3800H-US	SE5000H-US	SE6000H-US	SE7600H-US	SE10000H-US	SE11400H-US	
ADDITIONAL FEATURES								
Supported Communication Interfaces	RS485, Ethernet, ZigBee (optional), Cellular (optional)							
Revenue Grade Metering, ANSI C12.20	Optional[3]							
Consumption metering								
Inverter Commissioning	With the SetApp mobile application using Built-in Wi-Fi Access Point for Local Connection							
Rapid Shutdown - NEC 2014, NEC 2017 and NEC 2020, 690.12	Automatic Rapid Shutdown upon AC Grid Disconnect							
STANDARD COMPLIANCE								
Safety	UL1741, UL1741 SA, UL1699B, CSA C22.2, Canadian AFCI according to T.I.L. M-07							
Grid Connection Standards	IEEE1547, Rule 21, Rule 14 (HI)							
Emissions	FCC Part 15 Class B							
INSTALLATION SPECIFICATIONS								
AC Output Conduit Size / AWG Range	1" Maximum / 14-6 AWG					1" Maximum /14-4 AWG		
DC Input Conduit Size / # of Strings / AWG Range	1" Maximum / 1-2 strings / 14-6 AWG					1" Maximum / 1-3 strings / 14-6 AWG		
Dimensions with Safety Switch (HxWxD)	17.7 x 14.6 x 6.8 / 450 x 370 x 174					21.3 x 14.6 x 7.3 / 540 x 370 x 185		in / mm
Weight with Safety Switch	22 / 10	25.1 / 11.4		26.2 / 11.9		38.8 / 17.6		lb / kg
Noise	< 25				< 50			dBA
Cooling	Natural Convection							
Operating Temperature Range	-40 to +140 / -40 to +60[4]							°F / °C
Protection Rating	NEMA 4X (Inverter with Safety Switch)							

(3) Inverter with Revenue Grade Meter P/N: SExxxH-US000BNC4; Inverter with Revenue Grade Production and Consumption Meter P/N: SExxxH-US000BNI4 . For consumption metering, current transformers should be ordered separately: SSACT0750-200NA-20 or SSACT0750-400NA-20; 20 units per box
(4) Full power up to at least 50°C / 122°F, for power de-rating information refer to: https://www.solaredge.com/sites/default/files/se-temperature-derating-note-na.pdf

How to Enable Consumption Monitoring

By simply wiring current transformers through the inverter's existing AC conduits and connecting them to the service panel, homeowners will gain full insight into their household energy usage helping them to avoid high electricity bills



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RoHS

DOCUMENT CONTROL		DATE	sCAD	eCAD
ISSUED FOR PERMIT		9-7-22	JH	NT
REV	DESCRIPTION	DATE	sCAD	eCAD

ENGINEER CONTACT INFORMATION

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CONTRACTOR LOGO

TITAN SOLAR POWER

CUSTOMER: MICAHAEL LEPPARD

PROJECT ADDRESS: 1601 NE 47TH CT, OCALA FL, 34470

PARCEL NUMBER: 2735-006-016

SHEET NAME: INVERTER DATA SHEET

PROJECT ID: TSP141144

ENGINEER OF RECORD: ENG. RAFAEL A. GONZALEZ SOTO, PE

DATE: 9-6-22

SHEET TITLE: D-3 2230

Docusign Envelope ID: 07EC8B32-0A32-4318-955A-9B4CFA2618A3

powered by Q.ANTUM DUO Z



Q.PEAK DUO BLK ML-G10+

385-405

ENDURING HIGH PERFORMANCE

25 YR Warranty – Product & Performance

EUPD RESEARCH TOP BRAND PV MODULES EUROPE 2021

Q CELLS Yield Security

BREAKING THE 20% EFFICIENCY BARRIER
Q.ANTUM DUO Z Technology with zero gap cell layout boosts module efficiency up to 20.9%.

THE MOST THOROUGH TESTING PROGRAMME IN THE INDUSTRY
Q CELLS is the first solar module manufacturer to pass the most comprehensive quality programme in the industry: The new "Quality Controlled PV" of the independent certification institute TÜV Rheinland.

INNOVATIVE ALL-WEATHER TECHNOLOGY
Optimal yields, whatever the weather with excellent low-light and temperature behavior.

ENDURING HIGH PERFORMANCE
Long-term yield security with Anti LID Technology, Anti PID Technology[1], Hot-Spot Protect and Traceable Quality Tra.Q™.

EXTREME WEATHER RATING
High-tech aluminum alloy frame, certified for high snow (5400 Pa) and wind loads (4000 Pa).

A RELIABLE INVESTMENT
Inclusive 25-year product warranty and 25-year linear performance warranty[2].

[1] APT test conditions according to IEC / TS 62804-1:2015, method A (−1500 V, 96 h)
[2] See data sheet on rear for further information.



THE IDEAL SOLUTION FOR:

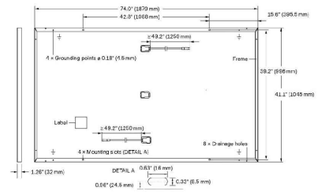
Rooftop arrays on residential buildings

Engineered in Germany

Q CELLS

MECHANICAL SPECIFICATION

Format	74.0 in × 41.1 in × 1.26 in (including frame) (1879 mm × 1045 mm × 32 mm)
Weight	48.5 lbs (22.0 kg)
Front Cover	0.13 in (3.2 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	Composite film
Frame	Black anodized aluminum
Cell	6 × 22 monocrystalline Q.ANTUM solar half cells
Junction Box	2.09–3.98 in × 1.26–2.36 in × 0.59–0.71 in (53–101 mm × 32–60 mm × 15–18 mm), IP67, with bypass diodes
Cable	4 mm² Solar cable; (+) ≥ 49.2 in (1250 mm), (−) ≥ 49.2 in (1250 mm)
Connector	Stäubli MC4; IP68

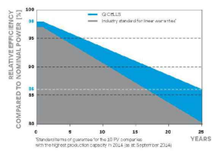


ELECTRICAL CHARACTERISTICS

POWER CLASS			385	390	395	400	405
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC[1] (POWER TOLERANCE +5 W / −0 W)							
Minimum	Power at MPP[1]	P_{MPP} [W]	385	390	395	400	405
	Short Circuit Current[1]	I_{SC} [A]	11.04	11.07	11.10	11.14	11.17
	Open Circuit Voltage[1]	V_{OC} [V]	45.19	45.23	45.27	45.30	45.34
	Current at MPP	I_{MPP} [A]	10.59	10.65	10.71	10.77	10.83
	Voltage at MPP	V_{MPP} [V]	36.36	36.62	36.88	37.13	37.39
	Efficiency[1]	η [%]	≥19.6	≥19.9	≥20.1	≥20.4	≥20.6
MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT[2]							
Minimum	Power at MPP	P_{MPP} [W]	288.8	292.6	296.3	300.1	303.8
	Short Circuit Current	I_{SC} [A]	8.90	8.92	8.95	8.97	9.00
	Open Circuit Voltage	V_{OC} [V]	42.62	42.65	42.69	42.72	42.76
	Current at MPP	I_{MPP} [A]	8.35	8.41	8.46	8.51	8.57
	Voltage at MPP	V_{MPP} [V]	34.59	34.81	35.03	35.25	35.46

[1] Measurement tolerances P_{MPP} ±3%; I_{SC}; V_{OC} ±5% at STC: 1000 W/m², 25 ± 2 °C, AM 1.5 according to IEC 60904-3 • [2] 800 W/m², NMOT, spectrum AM 1.5

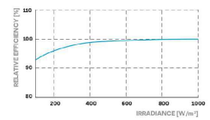
Q CELLS PERFORMANCE WARRANTY



At least 98 % of nominal power during first year. Thereafter max. 0.5 % degradation per year. At least 93.5 % of nominal power up to 10 years. At least 86 % of nominal power up to 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Q CELLS sales organisation of your respective country.

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²)

TEMPERATURE COEFFICIENTS							
Temperature Coefficient of I_{SC}	α	[%/K]	+0.04	Temperature Coefficient of V_{OC}	β	[%/K]	−0.27
Temperature Coefficient of P_{MPP}	γ	[%/K]	−0.34	Nominal Module Operating Temperature	NMOT	[°F]	109 ± 5.4 (43 ± 3 °C)

PROPERTIES FOR SYSTEM DESIGN

Maximum System Voltage V_{SYS}	[V]	1000 (IEC) / 1000 (UL)	PV module classification	Class II
Maximum Series Fuse Rating	[A DC]	20	Fire Rating based on ANSI / UL 61730	TYPE 2
Max. Design Load, Push / Pull[3]	[lbs/ft²]	75 (3600 Pa) / 55 (2660 Pa)	Permitted Module Temperature on Continuous Duty	−40 °F up to +185 °F (−40 °C up to +85 °C)
Max. Test Load, Push / Pull[3]	[lbs/ft²]	113 (5400 Pa) / 84 (4000 Pa)		

[3] See Installation Manual

QUALIFICATIONS AND CERTIFICATES

UL 61730, CSA-compliant.
Quality Controlled PV - TÜV Rheinland;
IEC 61215:2016, IEC 61730:2016;
U.S. Patent No. 9,893,215 (solar cells);
QCPV Certification ongoing.

PACKAGING INFORMATION

Horizontal packaging	76.4 in 1940 mm	43.3 in 1100 mm	48.0 in 1220 mm	1656 lbs 751 kg	24 pallets	24 pallets	32 modules

Specifications subject to technical changes © Q CELLS Q.PEAK DUO BLK ML-G10+ 385-405_2021-05_Rev01_NA

Note: Installation instructions must be followed. See the installation and operating manual or contact our technical service department for further information on approved installation and use of this product.

Hanwha Q CELLS America Inc.
400 Spectrum Center Drive, Suite 1400, Irvine, CA 92618, USA | **TEL** +1 949 748 59 96 | **EMAIL** inquiry@us.q-cells.com | **WEB** www.q-cells.us

Product Data Sheet

VDE

Crystalline Silicon Terrestrial Photovoltaic Modules



Picture of Product

VDE 10/2019 Quality Tested
✓ high reliability
✓ low degradation
✓ optimized durability
✓ continuous line monitoring
www.VDEinfo.com
ID: 40050642

VDE Testing and Certification Institute

Merianstr. 28
D-63069 Offenbach

Tel. +49 69 8306-0
Fax +49 69 8306-555
www.vde.com

Evaluation of safety and reliability

Low Voltage Directive	2014/35/EU	☑
Electrical Safety	IEC 61730-1:2016, IEC 61730-2:2016, EN IEC 61730-1:2018 + AC:2018, EN IEC 61730-2:2018 + AC:2018	☑
Reliability	IEC 61215-1:2016, IEC 61215-1-1:2016, IEC 61215-2:2016, EN 61215-1:2016, EN 61215-1-1:2016, EN 61215-2:2017+AC:2017+AC:2018	☑
Factory Surveillance	VDE PM 434E:2019-04	☑
Enhanced Reliability and Factory Surveillance	VDE Testing Specification VDE-QT-PV-001:2019-01	☑

Specifications

Manufacturer	Hanwha Q CELLS GmbH Sonnenallee 17-21, 06766 Bitterfeld-Wolfen, Germany
Trademark	Q CELLS
Factory Locations	#30018653, #30023330, #300023399, #30024481, #30025062
Model / Type (Construction I))	Q.PLUS DUO-GY XXX Q.PLUS DUO BLK-GY XXX Q.PLUS DUO BFR-GY.Y XXX Q.PEAK DUO BLK-GY XXX Q.PEAK DUO BLK-GY.Y XXX (XXX replaces the power at STC) Q.PLUS DUO BFR-GY XXX Q.PLUS DUO-GY.Y XXX Q.PEAK DUO-GY XXX Q.PEAK DUO-GY.Y XXX

Accessories and technical features

Power at STC	270 – 335 W
Maximum System Voltage	1000 V
Class	II
Application Class	A
Fire Rating	C
Maximum Reverse Current	20 A
Mechanical Load	Qualified for heavy loads of snow and ice (Test load 5400 Pa)

Evaluation of quality characteristics

high reliability	▪ Testing with increased number of testing samples ▪ Testing with enhanced testing time and number of cycles	☑ ☑
low degradation	▪ Tightened pass/fail- criteria ▪ Maximum permitted degradation of the power of 5% over the enhanced test sequence	☑ ☑
optimized durability	▪ Additionally dynamic mechanical load test ▪ Robustness of terminations test with increased force	☑ ☑
continuous line monitoring	▪ Tightened and upgraded requirements within the 100% routine test ▪ Quarterly testing on samples collected from the running lines of each factory	☑ ☑

VDE **Tested and evaluated positively** **Offenbach, 2019-12-16**

CB 7 P2.2_A3-2
2018-01-12

DOCUMENT CONTROL	DATE	sCAD	eCAD
ISSUED FOR PERMIT	9-7-22	JH	NT

REV	DESCRIPTION	DATE	sCAD	eCAD

ENGINEER CONTACT INFORMATION
ENGIPARTNERS LLC
C.A. 32661
1825 PONCE DE LEON BLVD #114
CORAL GABLES, FL 33134
DESIGN@ENGIPARTNERS.COM
833 - 888 - 3644

ENGINEERING STAMP

CONTRACTOR CONTACT INFORMATION
TITAN SOLAR POWER FL
901 ARMSTRONG BLVD,
KISSIMMEE, FL 34741
(813) 982 -9001
#EC13009924

CONTRACTOR LOGO
TITAN SOLAR POWER

CUSTOMER: MICAHAEL LEPPARD
PROJECT ADDRESS: 1601 NE 47TH CT, OCALA FL, 34470
PARCEL NUMBER: 2735-006-016

SHEET NAME: PV MODULES DATA SHEET
PROJECT ID: TSP141144
ENGINEER OF RECORD: ENG. RAFAEL A. GONZALEZ SOTO, PE
DATE: 9-6-22
SHEET TITLE: D-1 2231

Certificate Of Completion

Envelope Id: 07EC8B32-0A32-4318-955A-9B4CFA2618A3
Status: Completed
Subject: FOR SIGNATURES - Net Metering Agreement - Maurice G. Pitilon - ELE/260460
Source Envelope:
Document Pages: 25
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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
2/4/2026 4:04:00 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/4/2026 4:05:45 PM Viewed: 2/5/2026 8:17:49 AM Signed: 2/5/2026 8:44:30 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@Ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 38.34.227.194 Signed using mobile	Sent: 2/5/2026 8:44:32 AM Viewed: 2/7/2026 5:37:55 AM Signed: 2/7/2026 5:38:24 AM
Electronic Record and Signature Disclosure: Accepted: 2/7/2026 5:37:55 AM ID: 99f63b4d-a920-4c8c-824e-d08f4cebe236		
Chris Gowder chris.gowder@fmpa.com Chief Sys Ops & Tech Officer Security Level: Email, Account Authentication (None)	DocuSigned by: 087F58EBB34B474... Signature Adoption: Uploaded Signature Image Using IP Address: 2600:387:f:5915::2 Signed using mobile	Sent: 2/7/2026 5:38:25 AM Viewed: 2/7/2026 9:12:55 AM Signed: 2/7/2026 9:13:09 AM
Electronic Record and Signature Disclosure: Accepted: 2/7/2026 9:12:55 AM ID: f67a3324-c220-4980-a698-292947ca215c		

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/4/2026 4:05:45 PM
Certified Delivered	Security Checked	2/7/2026 9:12:55 AM
Signing Complete	Security Checked	2/7/2026 9:13:09 AM
Completed	Security Checked	2/7/2026 9:13:09 AM

Payment Events	Status	Timestamps

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.

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Contract # 260482

APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

TIER 1 - Ten (10) kW or Less
TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW
TIER 3 - Greater than 100 kW and Less Than or Equal to Two (2) MW

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net-metering customers located in the area served by the City of Ocala Electric Utility. Please refer to the Ocala Electric Utility Net-Metering Rate Schedule.

Ocala Electric Utility customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the Ocala Electric Utility system are required to complete this application. When the completed application and fees are returned to Ocala Electric Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained at Ocala Electric Utility, located at 201 SE 3rd Street, Ocala, Florida 34471, or may be requested by email from OEU@ocalafl.org.

1. Customer Information

Name: Jeanne Levine

Mailing Address: 8585 NW 118th Terrace

City: Ocala State: Fl. Zip Code: 34482

Phone Number: 425-306-7945 Alternate Phone Number: _____

Email Address: SACFLY1@YAHOO.COM Fax Number: _____

Ocala Electric Utility Customer Account Number: 518395-263719

2. RGS Facility Information

Facility Location: 8585 NW 118th Terr. Ocala, Fl. 34482

Ocala Electric Utility Customer Account Number: 518395-263719

RGS Manufacturer: SilFab Solar

Manufacturer's Address: 240 Courtneypark Drive East
Mississauga, ON, L5T, 2S5, Canada

Reference or Model Number: SilFab-SIL 370 HC (80 Modules 370W)

Serial Number: Inverter-Enphase IQ 8A-72-2-US Microinverters

(Continued on Sheet No.19.1)

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3. Facility Rating Information

Gross Power Rating: 25.16kWac ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Ocala Electric Utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: Solar PV

Anticipated In- Service Date: 8/9/2022

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is $375 for Tier 2 and $750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

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B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 3rd party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

C. Proof of insurance in the amount of:
Tier 1 - $100,000.00
Tier 2 - $1,000,000.00
Tier 3 - $2,000,000.00

Customer

By: Jeanne Levine Date: 2/12/26
(Print Name)

Jeanne Levine
(Signature)

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Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 12th day of February, 20 26, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), the City of Ocala doing business as Ocala Electric Utility, a body politic (hereinafter "OEU"), and Jeanne Levine, a retail electric customer of OEU (hereinafter "Customer").

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

(Continued on Sheet No. 20.1)

Docusign Envelope ID: E9755755-41B1-4622-82CB-4AA488D025A6

Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

Docusign Envelope ID: E9755755-41B1-4622-82CB-4AA488D025A6

4.04. FMPA and OEU shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any OEU equipment or part of OEU's system; or (b) if either FMPA or OEU determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU electric system.

Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to OEU electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by OEU or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

(Continued on Sheet No. 20.3)

Docusign Envelope ID: E9755755-41B1-4622-82CB-4AA488D025A6

Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02 Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

(Continued on Sheet No. 20.4)

Docusign Envelope ID: E9755755-41B1-4622-82CB-4AA488D025A6

7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, OEU, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEU, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, OEU, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or OEU of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

(Continued on Sheet No. 20.5)

Docusign Envelope ID: E9755755-41B1-4622-82CB-4AA488D025A6

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

City of Ocala Electric Utility

By: Signed by: Janice Mitchell 55198B43858A4E1...

Title: CFO

Date: 2/13/2026

Florida Municipal Power Agency

By: DocuSigned by: 087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 2/13/2026

Customer

By: Jeanne Levine Date: 2/12/26

(Print Name)

Jeanne Levine

(Signature)

Customer's City of Ocala Electric Utility Account Number: 518395-263719

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

(Continued on Sheet No. 20.6)

Docusign Envelope ID: E9755755-41B1-4622-82CB-4AA488D025A6

Tri-Party Net-Metering Power Purchase Agreement
Schedule A

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

a) FMPA shall pay OEU for the excess kWh energy delivered by customer-owned renewable generation to OEU's electric system. Every month, OEU shall determine the total kWh of customer-owned renewable generation that is delivered to OEU's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEU in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

b) As part of the monthly bill adjustment, FMPA will also increase OEU's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto OEU's electric system has been purchased by FMPA, but will remain on OEU's electric system and be used by OEU to meet its other customers' electric needs. As a result, OEU's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to OEU.

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.

b) At the end of each calendar year, OEU shall pay the Customer for any unused excess energy credits in accordance with the OEU Electric Net-Metering Service Rate Schedule.

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Tier 2
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 12th day of February, 20 26, by and between Jeanne Levine, (hereinafter called "**Customer**"), located at 8585 NW 118th Terrace in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereafter called "**OEU**"), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 8585 NW 118th Terr. Ocala, Fl. 34482.

WITNESSETH

Whereas, a Tier 2 Renewable Generation System (RGS) is an electric generating system that uses one or of more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at more than 10 kilowatts (10 kW) but not greater than 100 kilowatts (100 kW) alternating current (AC) power output and is primarily intended to offset part or all of the customer's current electric requirements; and

Whereas, OEU operates an electric system serving parts of the City of Ocala and Marion County; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU's electrical supply grid at the location indentified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which OEU has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate OEU's electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

(Continued on Sheet No. 22.1)

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(Continued from Sheet No. 22.0)

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and OEU.

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made such that the GPR increases above the 100 kilowatts (100 kW) limit.

4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).
5. The Customer shall be required to pay a non-refundable application fee of $375 for the review and processing of the application.

6. The Customer shall fully comply with OEU's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by OEU from time to time.

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):
   a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
   b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
   c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources.*

(Continued on Sheet No. 22.2)

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(Continued from Sheet No. 22.1)

d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising OEU of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 22.3)

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12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU's systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU's electric system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU's electric system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's electric system such that back feed from the customer-owned renewable generation system to OEU's electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

(Continued on Sheet No. 22.4)

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(Continued from Sheet No. 22.3)

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Sections 18 and 19, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars ($1,000,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and also measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OUS inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

(Continued on Sheet No. 22.5)

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(Continued from Sheet No. 22.4)

24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. OEU utility system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on OEU's utility system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical effects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.

(Continued on Sheet No. 22.6)

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b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, contractors (and any subcontractor or material supplier thereof), agents and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days notice of its intent to terminate this Agreement.

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a

(Continued on Sheet No. 22.7)

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specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on OEU's electric system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

(Continued on Sheet No. 22.8)

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

OUS:

Signed by:
By: Janice Mitchell
55198B43858A4E1...

Title: CFO

Date: 2/13/2026

Customer:

By: Jeanne Levine
(Print Name)

Jeanne Levine
(Signature)

Date: 2/12/26

City of Ocala Electric Utility Account Number:
518395-263719

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

Docusign Envelope ID: E9755755-41B1-4622-82CB-4AA488D025A6

ACCELERANT

Policy No:. S0015PK001719-01

FARMOWNERS – POLICY

Policy Number: S0015PK001719-01

This insurance is provided by the company shown below:

Accelerant Specialty Insurance Company,
400 Northridge Road, Suite 800
Sandy Springs, GA 30350-3354

Agent:

Bascule Insurance Services, LLC
PO Box 2502
Westfield, NJ 07090

INSURED (TCC Member) :

Malcom & Jeanne Levine

MAILING ADDRESS:

8585 NW 118th Terrace
Ocala FL 34482

ENTITY TYPE: Individual

FARM TYPE/OPS:

Horse - Boarding Only

This policy is being issued to the specified Member of the Canter Clubb (TCC), Iowa, under Master Policy: BAS-FO-2021-00. Applicable coverages and forms are described in the declarations of this member policy

POLICY TERM **Effective Date:** Apr 2, 2025 **Expiration Date:** Apr 2, 2026
At 12:01 AM Standard Time at your Mailing Address shown above.

COVERAGE PART	ADVANCED PREMIUM	
Farmowners – Property	$ $7,088.00	
Farmowners – Equipment Breakdown	$ NO COVERAGE	$500 MINIMUM POLICY PREMIUM
Farmowners – Cyber	$ NO COVERAGE	
Farmowners – Farm Inland Marine	$ NO COVERAGE	
Farmowners – Liability	$ $767.00	
Farmowners – Employers Liability	$ NO COVERAGE	
Farmowners – Agriculture Commercial Excess	$ NO COVERAGE	
TOTAL ADVANCE PREMIUM	$ $7,855.00	
IA Surplus Lines Tax	$ $74.62	
Surplus Lines Stamping Fee (if applicable)	$ $0.00	
Total Advance Premium (Policy Period)	$ **$7,929.62**	

Payment Plan: Direct Bill by Bascule 4 Installments
(Taxes and Fees are due with the first Installment)

THIS POLICY IS SUBJECT TO A $500 MINIMUM PREMIUM

Insurance Policy Terms and Conditions:

This replaces all previously issued policy Declarations, if any. This policy applies only to accidents, occurrences, or losses as set forth in the attached Coverage Forms and endorsements, if applicable, which happen during the policy term shown above. If the policy is written on a continuous basis, each period of one year ending on the anniversary date of this policy constitutes a separate policy period.

This policy applies only to those coverages below for which a limit of insurance or premium charge is shown. "Our" limit of insurance for each coverage will be not more than the amount stated for such coverage, subject to all the "terms" of this policy as set forth in the attached Coverage Forms and endorsements, if applicable.

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FARMOWNERS - LIABILITY

	COVERAGE	LIMIT OF LIABILITY	
L.	**Farm Commercial Liability**	**$ 1,000,000**	Each Occurence
		$ 2,000,000	General Aggregate (other than Products / Completed Work Hazard)
		$ 2,000,000	Products / Completed Work Hazard Aggregate limit
M.	**Medical Payments to Others**	**$10,000**	Per person
N.	**Farm Chemical Limited Liability**	**$100,000**	Annual Aggregate
O.	**Fire Legal Liability**	**$100,000**	Each Occurence
P.	**Personal and Advertising Injury Liability**	**$ 1,000,000**	Any one person or Organisation

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Photovoltaics:
(44) Silfab-SIL 370 HC

System 1

Inverters:
(44) Enphase IQ8A-72-2-US Micro Inverters

Circuits:
(4) circuits of (11) Modules

Maximum Inverters Per 20A Circuit (11)

! Warning !
THREE POWER SOURCES
SOURCES: UTILITY GRID, BATTERY AND PV SOLAR ELECTRIC SYSTEM

Photovoltaics:
(36) Silfab-SIL 370 HC

System 2

Inverters:
(36) Enphase IQ8A-72-2-US Micro Inverters

Circuits:
(4) circuits of (9) Modules
Maximum Inverters Per 20A Circuit (11)

Enphase Outputs

System						
To Overcurrent Protection Device	Individual	1	2	Battery	Batt + System 1	Total
AC Max Output Current	15.95	63.8	52.2	64	127.8	180
AC Max Output Current * 1.25%	19.9	79.8	65.3	80.0	159.8	225.0
Overcurrent Protection (A)	20	80	70	80	160	230
No. of Current Carrying Cond	<4	<4	<4	<4	<4	<4
Conductor Gauge (AWG)	10	3	4	3	1	1

Grounding Conductor to be bare #8 Awg

Enphase IQ Trunk Cable Q-12-240 #12AWG THHN-THWN-2 UL 9703

! WARNING !
POWER SOURCE OUTPUT CONNECTION. DO NOT RELOCATE THIS OVERCURRENT DEVICE

PHOTOVOLTAIC SYSTEM
! AC DISCONNECT !
RATED AC OUTPUT CURRENT 180A
NOMINAL OPERATING VOLTAGE 240VAC

NEMA 3R Junction Box
Black - L1
Red - L2
Green - Ground

NEMA 3R Junction Box
Black - L1
Red - L2
Green - Ground

Roof

#10 AWG THWN for Home runs over 100'
(1) Line 1
(1) Line 2
Per Circuit
#8 AWG THWN
(1) EGC
Inside @ least 3/4" Conduit (tbd on site)

4 AWG THWN
(1) Line 1
(1) Line 2
(1) Neutral
#8 (1) EGC
in @ least 1" Conduit Typically

Enphase Line Filter

4 AWG THWN
(1) Line 1
(1) Line 2
(1) Neutral
in @ least 1" Conduit Typically

M

Line Side Tap For System 2

2/0 AWG THWN
(1) Line 1
(1) Line 2
(1) Neutral
in @ least 1.5" Conduit Typically

SOLAR PV SYSTEM EQUIPPED WITH RAPID SHUTDOWN

3/8 IN MIN. TEXT

TURN RAPID SHUTDOWN SWITCH TO THE "OFF" POSITION TO SHUT DOWN PV SYSTEM AND REDUCE SHOCK HAZARD IN THE ARRAY.

3/16 IN MIN. TEXT

Enphase Combiner Box
(1) - 20A Breaker Per Circuit
4 Circuits
All Breakers will be Bolt down
Disconnect

Enphase Combiner Box
(1) - 20A Breaker Per Circuit
4 Circuits
10/15A Breaker for Envoy
Disconnect

3 AWG THWN
(1) Line 1
(1) Line 2
(1) Neutral
#6 (1) EGC
in @ least 1.25" Conduit Typically

Bolt down Breaker

(1) Encharge 10 w/NEMA 3R Rating

(1) Encharge 10 w/NEMA 3R Rating

(1) Encharge 10 w/NEMA 3R Rating

(1) Encharge 10 w/NEMA 3R Rating

80A
80A
200A

IQ System Controller 2
200A ATS
Disconnect

200A MSP

#2/0 AWG THWN
(1) Line 1
(1) Line 2
(1) Neutral
#6 (1) EGC
in @ least 2" Conduit Typically

If Encharge to empower >5Ft or if not line of sight, an AC disconnect is required on Encharge side of Feeder

CT's installed Line side of the empower

⚠ WARNING ⚠
ELECTRIC SHOCK HAZARD
DO NOT TOUCH TERMINALS. TERMINALS ON BOTH THE LINE AND LOAD SIDES MAY BE ENERGIZED IN THE OPEN POSITION

PHOTOVOLTAIC SYSTEM
⚠ AC DISCONNECT ⚠
RATED AC OUTPUT CURRENT A
NOMINAL OPERATING AC VOLTAGE V

NEC LABEL NOTES:
1. THE WARNING SIGN(S) OR LABEL(S) SHALL COMPLY WITH NEC 110.21(B)
2. LABELS SHALL BE SUITABLE FOR THE ENVIRONMENT WHERE THEY ARE INSTALLED.
3. LABELS TO BE A MIN LETTER HEIGHT OF 3/8" AND PERMANENTLY AFFIXED.
4. LABELS SHALL ALSO COMPLY WITH THE SPECIFIC REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION.

Godwin Engineering and Design, LLC
8378 Foxtail Loop
Pensacola, FL 32526
D. Chad Godwin, PE
Chad@godwineng.com

Donnie C Godwin
2022.07.15
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ALL AMERICAN SOLAR
1060 East Industrial Dr, Suite A
Orange City, FL 32763
386-218-6930

Including the label below

In Case of Emergency Call
All American Solar
at 386-218-6930

Meets 11.12.2.1.5

Note:
-All wiring to meet the 2017NEC and Florida electric codes.
100A Disconnect
-Type of conduit to be determined on site by contractor.

Install will be done to Manufacturer Spec

GEC NOTES
- Ungrounded system per 690.41(A)(4)
- GEC must be installed per 250.64
- GEC must be continuous un-spliced or irreversibly spliced from inverter to existing service ground system or continuous from the arrays to the existing service ground system
- GEC must be min #8 AWG and installed in conduit
- If GEC is not in conduit it must be #8 min

Disconnects will be Visible, lockable, adjacent to and within 10' of utility meter
All Labels & Markings for photovoltaic system will be reflective and meet all requirements for NFPA 11.12

Customer Info:

Malcolm Levine
8585 NW 118th Terrace
Ocala, FL
34482

Date:	6/20/2022
Drawn by:	DSS
Revised by:	
Rev #:	00
Rev Date:	
Page:	11"x17" E-1

Inverter Type:
Enphase IQ8A-72-2-US
PV Panel:
(80)
Silfab-SIL 370 HC
Total Wattage:
29,600W DC

Doc ID: 4f470dd156b63b49bbbc1405d68b13f57706b5a3



Inverter Type: (80)Enphase IQ8A-72-2-US
PV Panel: (80) Silfab-SIL 370 HC
Racking: Iron Ridge XR-100
Total Wattage: 29,600W DC
Roof Type: Composition Shingle
Wind Load: 21 to 27 Deg
Fastener Type: Use 5/16" Dia 4.25" Lags

Sheet Index

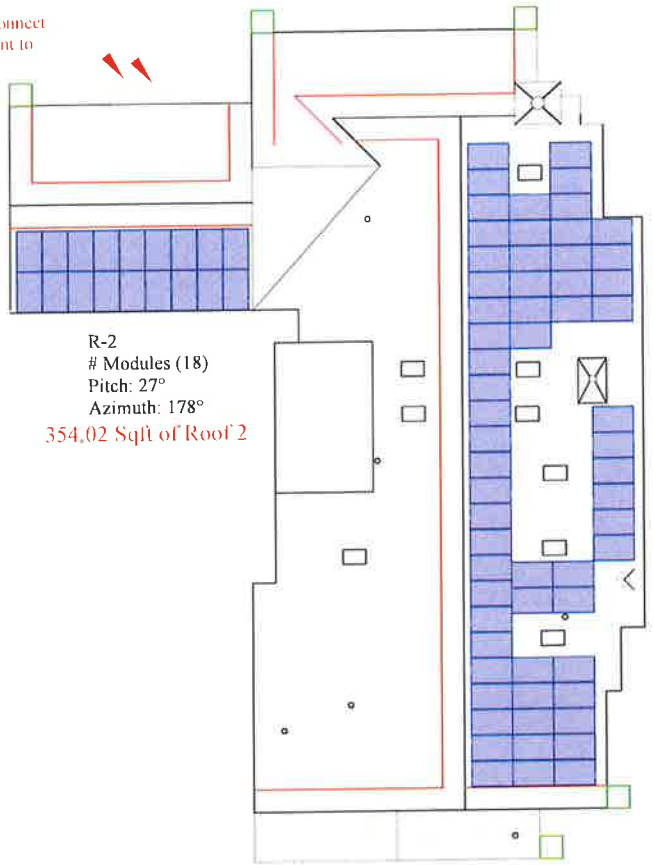
S-1 Cover Sheet / Site Plan
S-2 Detail
E-1 One - Line
E-2 Electrical Code
S-1A Mounting Plan

General Notes:
-Enphase IQ8A-72-2-US Micro Inverters are located on roof behind each module.
-First responder access maintained and from adjacent roof.
-Wire run from array to connection is 40 feet.

ALL AMERICAN SOLAR
1060 East Industrial Dr, Suite A
Orange City, FL 32763
386-218-6930

FRONT OF HOUSE

Utility Meter
-COGEN Disconnect Located adjacent to Utility meter



3'-5"
5'-9"

Layout Subject to Change Based on Site Conditions

System meets the requirements of NFPA 70th Edition, Chapter 11.12

Install will be done to Manufacturer Spec

Legend

Ground Access
Utility Meter
PV Disconnect
3'
1'-6"
First responder access
Chimney
Satellite
Vent Pipe

Meets All Editions of Florida Fire Prevention Code 2020 7th Edition
Meets all requirements of NFPA-1 7th Edition and NFPA-101

3' Access Pathway

Represents all Fire Clearance including Alternative methods

1st Responder Access minimum of 36" unobstructed as per Section R324 of the 2020 IRC

Meets the requirements of the following- (2020 FL Residential Code & FBC, 7th Edition (2020 International Residential Code) - 2nd Printing modified by the FL Building Standards, 2020 Florida Building Energy Conservation Code 7th edition, County of Marion Code, 2017 National Electric Code.)

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Date:	6/20/2022
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Compass for Aerial

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ENPHASE

DATA SHEET



IQ8M and IQ8A Microinverters

Our newest IQ8 Microinverters are the industry's first microgrid-forming, software-defined microinverters with split-phase power conversion capability to convert DC power to AC power efficiently. The brain of the semiconductor-based microinverter is our proprietary application-specific integrated circuit (ASIC) which enables the microinverter to operate in grid-tied or off-grid modes. This chip is built in advanced 55nm technology with high speed digital logic and has super-fast response times to changing loads and grid events, alleviating constraints on battery sizing for home energy systems.



Part of the Enphase Energy System, IQ8 Series Microinverters integrate with the Enphase IQ Battery, Enphase IQ Gateway, and the Enphase App monitoring and analysis software.

Enphase 25 year limited warranty

IQ8 Series Microinverters redefine reliability standards with more than one million cumulative hours of power-on testing, enabling an industry-leading limited warranty of up to 25 years.



Connect PV modules quickly and easily to IQ8 Series Microinverters using the included Q-DCC-2 adapter cable with plug-n-play MC4 connectors.

UL CERTIFIED

IQ8 Series Microinverters are UL Listed as PV Rapid Shut Down Equipment and conform with various regulations, when installed according to manufacturer's instructions.

Easy to install

- Lightweight and compact with plug-n-play connectors
- Power Line Communication (PLC) between components
- Faster installation with simple two-wire cabling

High productivity and reliability

- Produce power even when the grid is down*
- More than one million cumulative hours of testing
- Class II double-insulated enclosure
- Optimized for the latest high-powered PV modules

Microgrid-forming

- Complies with the latest advanced grid support**
- Remote automatic updates for the latest grid requirements
- Configurable to support a wide range of grid profiles
- Meets CA Rule 21 (UL 1741-SA) requirements

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* Only when installed with IQ System Controller 2, meets UL 1741.
** IQ8M and IQ8A supports split phase, 240V installations only.

IQ8M and IQ8A Microinverters

INPUT DATA (DC)		IQ8M-72-2-US	IQ8A-72-2-US
Commonly used module pairings[1]	W	260 – 460	295 – 500
Module compatibility		60-cell/120 half-cell, 66-cell/132 half-cell and 72-cell/144 half-cell	
MPPT voltage range	V	33 – 45	36 – 45
Operating range	V	25 – 58	
Min/max start voltage	V	30 / 58	
Max input DC voltage	V	60	
Max DC current[2] [module Isc]	A	15	
Overvoltage class DC port		II	
DC port backfeed current	mA	0	
PV array configuration		1x1 Ungrounded array; No additional DC side protection required; AC side protection requires max 20A per branch circuit	

OUTPUT DATA (AC)		IQ8M-72-2-US	IQ8A-72-2-US
Peak output power	VA	330	366
Max continuous output power	VA	325	349
Nominal (L-L) voltage/range[3]	V	240 / 211 – 264	
Max continuous output current	A	1.35	1.45
Nominal frequency	Hz	60	
Extended frequency range	Hz	50 – 68	
AC short circuit fault current over 3 cycles	Arms	2	
Max units per 20 A (L-L) branch circuit[4]		11	
Total harmonic distortion		<5%	
Overvoltage class AC port		III	
AC port backfeed current	mA	30	
Power factor setting		1.0	
Grid-tied power factor (adjustable)		0.85 leading – 0.85 lagging	
Peak efficiency	%	97.6	97.6
CEC weighted efficiency	%	97	97.5
Night-time power consumption	mW	60	

MECHANICAL DATA	
Ambient temperature range	-40°C to +60°C (-40°F to +140°F)
Relative humidity range	4% to 100% (condensing)
DC Connector type	MC4
Dimensions (HxWxD)	212 mm (8.3") x 175 mm (6.9") x 30.2 mm (1.2")
Weight	1.08 kg (2.38 lbs)
Cooling	Natural convection – no fans
Approved for wet locations	Yes
Pollution degree	PD3
Enclosure	Class II double-insulated, corrosion resistant polymeric enclosure
Environ. category / UV exposure rating	NEMA Type 6 / outdoor

COMPLIANCE	
Certifications	CA Rule 21 (UL 1741-SA), UL 62109-1, UL1741/IEEE1547, FCC Part 15 Class B, ICES-0003 Class B, CAN/CSA-C22.2 NO. 107.1-01 This product is UL Listed as PV Rapid Shut Down Equipment and conforms with NEC 2014, NEC 2017, and NEC 2020 section 690.12 and C22.1-2018 Rule 64-218 Rapid Shutdown of PV Systems, for AC and DC conductors, when installed according to manufacturer's instructions.

(1) No enforced DC/AC ratio. See the compatibility calculator at https://link.enphase.com/module-compatibility
(2) Maximum continuous input DC current is 10.6A (3) Nominal voltage range can be extended beyond nominal if required by the utility. (4) Limits may vary. Refer to local requirements to define the number of microinverters per branch in your area.

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Enphase IQ Combiner 4/4C

X-IQ-AM1-240-4
X-IQ-AM1-240-4C



X-IQ-AM1-240-4C

X-IQ-AM1-240-4

The Enphase IQ Combiner 4/4C with Enphase IQ Gateway and integrated LTE-M1 cell modem (included only with IQ Combiner 4C) consolidates interconnection equipment into a single enclosure and streamlines IQ microinverters and storage installations by providing a consistent, pre-wired solution for residential applications. It offers up to four 2-pole input circuits and Eaton BR series busbar assembly.

Smart

- Includes IQ Gateway for communication and control
- Includes Enphase Mobile Connect cellular modem (CELLMODEM-M1-06-SP-05), included only with IQ Combiner 4C
- Includes solar shield to match Enphase IQ Battery aesthetics and deflect heat
- Flexible networking supports Wi-Fi, Ethernet, or cellular
- Optional AC receptacle available for PLC bridge
- Provides production metering and consumption monitoring

Simple

- Centered mounting brackets support single stud mounting
- Supports bottom, back and side conduit entry
- Up to four 2-pole branch circuits for 240 VAC plug-in breakers (not included)
- 80A total PV or storage branch circuits

Reliable

- Durable NRTL-certified NEMA type 3R enclosure
- Five-year limited warranty
- Two years labor reimbursement program coverage included for both the IQ Combiner SKU's
- UL listed

UL LISTED

To learn more about Enphase offerings, visit **enphase.com**

ENPHASE

Enphase IQ Combiner 4/4C

MODEL NUMBER	
IQ Combiner 4 (X-IQ-AM1-240-4)	IQ Combiner 4 with Enphase IQ Gateway printed circuit board for integrated revenue grade PV production metering (ANSI C12.20 +/- 0.5%) and consumption monitoring (+/- 2.5%). Includes a silver solar shield to match the IQ Battery system and IQ System Controller 2 and to deflect heat.
IQ Combiner 4C (X-IQ-AM1-240-4C)	IQ Combiner 4C with Enphase IQ Gateway printed circuit board for integrated revenue grade PV production metering (ANSI C12.20 +/- 0.5%) and consumption monitoring (+/- 2.5%). Includes Enphase Mobile Connect cellular modem (CELLMODEM-M1-06-SP-05), a plug-and-play industrial-grade cell modem for systems up to 60 microinverters. (Available in the US, Canada, Mexico, Puerto Rico, and the US Virgin Islands, where there is adequate cellular service in the installation area.) Includes a silver solar shield to match the IQ Battery and IQ System Controller and to deflect heat.
ACCESSORIES AND REPLACEMENT PARTS	(not included, order separately)
Ensemble Communications Kit COMMS-CELLMODEM-M1-06 CELLMODEM-M1-06-SP-05 CELLMODEM-M1-06-AT-05	- Includes COMMS-KIT-01 and CELLMODEM-M1-06-SP-05 with 5-year Sprint data plan for Ensemble sites - 4G based LTE-M1 cellular modem with 5-year Sprint data plan - 4G based LTE-M1 cellular modem with 5-year AT&T data plan
Circuit Breakers BRK-10A-2-240V BRK-15A-2-240V BRK-20A-2P-240V BRK-15A-2P-240V-B BRK-20A-2P-240V-B	Supports Eaton BR210, BR215, BR220, BR230, BR240, BR250, and BR260 circuit breakers Circuit breaker, 2 pole, 10A, Eaton BR210 Circuit breaker, 2 pole, 15A, Eaton BR215 Circuit breaker, 2 pole, 20A, Eaton BR220 Circuit breaker, 2 pole, 15A, Eaton BR215B with hold down kit support Circuit breaker, 2 pole, 20A, Eaton BR220B with hold down kit support
EPLC-01	Power line carrier (communication bridge pair), quantity - one pair
XA-SOLARSHIELD-ES	Replacement solar shield for IQ Combiner 4/4C
XA-PLUG-120-3	Accessory receptacle for Power Line Carrier in IQ Combiner 4/4C (required for EPLC-01)
XA-ENV-PCBA-3	Replacement IQ Gateway printed circuit board (PCB) for Combiner 4/4C
X-IQ-NA-HD-125A	Hold down kit for Eaton circuit breaker with screws.
ELECTRICAL SPECIFICATIONS	
Rating	Continuous duty
System voltage	120/240 VAC, 60 Hz
Eaton BR series busbar rating	125 A
Max. continuous current rating	65 A
Max. continuous current rating (input from PV/storage)	64 A
Max. fuse/circuit rating (output)	90 A
Branch circuits (solar and/or storage)	Up to four 2-pole Eaton BR series Distributed Generation (DG) breakers only (not included)
Max. total branch circuit breaker rating (input)	80A of distributed generation / 95A with IQ Gateway breaker included
Production metering CT	200 A solid core pre-installed and wired to IQ Gateway
Consumption monitoring CT (CT-200-SPLIT)	A pair of 200 A split core current transformers
MECHANICAL DATA	
Dimensions (WxHxD)	37.5 x 49.5 x 16.8 cm (14.75" x 19.5" x 6.63"). Height is 21.06" (53.5 cm) with mounting brackets.
Weight	7.5 kg (16.5 lbs)
Ambient temperature range	-40° C to +46° C (-40° to 115° F)
Cooling	Natural convection, plus heat shield
Enclosure environmental rating	Outdoor, NRTL-certified, NEMA type 3R, polycarbonate construction
Wire sizes	• 20 A to 50 A breaker inputs: 14 to 4 AWG copper conductors • 60 A breaker branch input: 4 to 1/0 AWG copper conductors • Main lug combined output: 10 to 2/0 AWG copper conductors • Neutral and ground: 14 to 1/0 copper conductors Always follow local code requirements for conductor sizing.
Altitude	To 2000 meters (6,560 feet)
INTERNET CONNECTION OPTIONS	
Integrated Wi-Fi	802.11b/g/n
Cellular	CELLMODEM-M1-06-SP-05, CELLMODEM-M1-06-AT-05 (4G based LTE-M1 cellular modem). Note that an Enphase Mobile Connect cellular modem is required for all Ensemble installations.
Ethernet	Optional, 802.3, Cat5E (or Cat 6) UTP Ethernet cable (not included)
COMPLIANCE	
Compliance, IQ Combiner	UL 1741, CAN/CSA C22.2 No. 107.1, 47 CFR Part 15, Class B, ICES 003 Production metering: ANSI C12.20 accuracy class 0.5 (PV production) Consumption metering: accuracy class 2.5
Compliance, IQ Gateway	UL 60601-1/CANCSA 22.2 No. 61010-1

ENPHASE

To learn more about Enphase offerings, visit **enphase.com**

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Enphase IQ System Controller 2

The Enphase IQ System Controller 2 connects the home to grid power, the IQ Battery system, and solar PV. It provides microgrid interconnection device (MID) functionality by automatically detecting and seamlessly transitioning the home energy system from grid power to backup power in the event of a grid failure. It consolidates interconnection equipment into a single enclosure and streamlines grid independent capabilities of PV and storage installations by providing a consistent, pre-wired solution for residential applications.



Reliable

- Durable NEMA type 3R enclosure
- Ten-year limited warranty

Smart

- Controls safe connectivity to the grid
- Automatically detects grid outages
- Provides seamless transition to backup

Simple

- Connects to the load or service equipment[1] side of the main load panel
- Centered mounting brackets support single stud mounting
- Supports conduit entry from the bottom, bottom left side, and bottom right side
- Supports whole home and partial home backup and subpanel backup
- Up to 200A main breaker support
- Includes neutral-forming transformer for split phase 120/240V backup operation
- IQ System Controller supports backward compatibility with older generation of PV microinverters (M215, M250 and S series), making it simple for home owners to upgrade their systems
- Easy integration with generator from major manufacturers

1. IQ System Controller 2 is not suitable for use as service equipment in Canada

To learn more about Enphase offerings, visit **enphase.com**

ENPHASE

Enphase IQ System Controller 2

MODEL NUMBER	
EP200G101-M240US01	Enphase IQ System Controller 2 with neutral forming transformer (NFT), Microgrid Interconnect Device (MID), breakers, and screws. Streamlines grid independent capabilities of PV and battery installations.
ACCESSORIES and REPLACEMENT PARTS	
EP200G-NA-XA-E3	Replacement IQ System Controller 2 printed circuit board
EP200G-NA-HD-200A	Eaton type BR circuit breaker hold-down screw kit: BRHDK125
CT-200-SPLIT	200 A split core current transformers for Generator metering (+/- 2.5%)
Circuit breakers (as needed)[2,3]	Not included; must order separately
BRK-100A-2P-240V	BRK-20A-2P-240V-B, Circuit breaker, 2 pole, 20A, 10kAIC, BR220B
BRK-125A-2P-240V	BRK-30A-2P-240V, Circuit breaker, 2 pole, 30A, 10kAIC, BR230B
BRK-150A-2P-240V	BRK-40A-2P-240V, Circuit breaker, 2 pole, 40A, 10kAIC, BR240B
BRK-175A-2P-240V	BRK-60A-2P-240V, Circuit breaker, 2 pole, 60A, 10kAIC, BR260
BRK-200A-2P-240V	BRK-80A-2P-240V, Circuit breaker, 2 pole, 80A, 10kAIC, BR280
EP200G-HNDL-R1	IQ System Controller 2 installation handle kit (order separately)
EP200G-LUGKIT	IQ System Controller 2 interconnect kit, including labels, pre-crimped lugs, ferrules, filler plates, and screws
BRK-20A-40A-2P-240V	2 pole, 20A/40A, 10kAIC, BQC220240
ELECTRICAL SPECIFICATIONS	
Assembly rating	Continuous operation at 100% of its rating
Nominal voltage / range (L-L)	240 VAC / 100 - 310 VAC
Voltage measurement accuracy	±1% V nominal (±1.2V L-N and ±2.4V L-L)
Auxiliary contact for load control, excess PV control, and generator two wire control	24V, 1A
Nominal frequency / range	60 Hz / 56 - 63 Hz
Frequency measurement accuracy	±0.1 Hz
Maximum continuous current rating	160A
Maximum input overcurrent protection device	200A
Maximum output overcurrent protection device	200A
Maximum overcurrent protection device rating for Generator circuit[4]	80A
Maximum overcurrent protection device rating for storage branch circuit[4] (the storage branch circuit can be replaced with PV)	80A
Maximum overcurrent protection device rating for IQ8 PV combiner branch circuit[4]	80A
Neutral Forming Transformer (NFT)	• Breaker rating (pre-installed): 40A between L1 and Neutral, 40A between L2 and Neutral • Continuous rated power: 3600VA • Maximum continuous unbalance current: 30A @ 120V • Peak rated power: 8800VA for 30 seconds • Peak unbalanced current: 60A @ 120V for 30 seconds
MECHANICAL DATA	
Dimensions (WxHxD)	50cm x 91.6cm x 24.6cm (19.7 in x 36 in x 9.7 in)
Weight	39.4 kg (87 lbs)
Ambient temperature range	-40° C to +50° C (-40° F to 122° F)
Cooling	Natural convection, plus heat shield
Enclosure environmental rating	Outdoor, NEMA type 3R, polycarbonate construction
Altitude	To 2500 meters (8200 feet)
WIRE SIZES	
Connections (All lugs are rated to 90C)	• Main lugs and backup load lugs: Cu/Al: 1 AWG – 300 KCMIL • CSR breaker bottom wiring lugs: Cu/Al: 2 AWG – 300 KCMIL • BR breakers (wire provided): 6 AWG • AC combiner lugs, Encharge lugs, and generator lugs: 14 AWG – 2 AWG • Neutral (large lugs): Cu/Al: 6 AWG - 300 KCMIL
Neutral and ground bars	Large holes (5/16-24 UNF): 14 AWG – 1/0 AWG Small holes (10-32 UNF): 14 AWG – 6 AWG
COMPLIANCE	
Compliance	UL 1741, UL 1741 SA, UL 1741 PCS, UL1998, UL869A[5], UL67[5], UL508[5], ULSOE[5] CSA 22.2 No. 107.1, 47 CFR Part 15, Class B, ICES 003, AC156 IQ System Controller 2 is approved for use as Service Equipment in the United States[1].

2. Compatible with BRHDK125 Hold-Down Kit to comply with 2017 NEC 770.15E for back-fed circuit breakers.
3. The IQ System Controller 2 is rated 22 kAIC.
4. Not included. Installer must provide properly rated breaker per circuit breaker list above.
5. Systems from these standards were used during the safety evaluation and are listed in the UL 1741 listing.

To learn more about Enphase offerings, visit **enphase.com**

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Data Sheet
Enphase Storage System

Enphase Encharge 10

The Enphase Encharge 10™ all-in-one AC-coupled storage system is **reliable, smart, simple,** and **safe**. It is comprised of three base Encharge 3™ storage units, has a total usable energy capacity of 10.08 kWh and twelve embedded grid-forming microinverters with 3.84 kW power rating. It provides backup capability and installers can quickly design the right system size to meet the needs of both new and retrofit solar customers.



Reliable

- Proven high reliability IQ Series Microinverters
- Ten-year limited warranty
- Three independent Encharge storage base units
- Twelve embedded IQ 8X-BAT Microinverters
- Passive cooling (no moving parts/fans)

Smart

- Grid-forming capability for backup operation
- Remote software and firmware upgrade
- Mobile app-based monitoring and control
- Support for self consumption
- Utility time of use (TOU) optimization

Simple

- Fully integrated AC battery system
- Quick and easy plug-and-play installation
- Interconnects with standard household AC wiring

Safe

- Cells safety tested
- Lithium iron phosphate (LFP) chemistry for maximum safety and longevity

To learn more about Enphase offerings, visit **enphase.com**

ENPHASE.

Enphase Encharge 10

MODEL NUMBER	
ENCHARGE-10-1P-NA	Encharge 10 battery storage system with integrated Enphase Microinverters and battery management unit (BMU). Includes: - Three Encharge 3.36 kWh base units (B3-A01-US001-1-3) - One Encharge 10 cover kit with cover, wall mounting bracket, watertight conduit hubs, and interconnect kit for wiring between batteries (B10-C-1050-0)
ACCESSORIES	
ENCHARGE-HNDL-R1	One set of Encharge base unit installation handles
OUTPUT (AC)	**@ 240 VAC[1]**
Rated (continuous) output power[2]	3.84 kVA
Peak output power	5.7 kVA (10 seconds)
Nominal voltage / range	240 / 211 – 264 VAC
Nominal frequency / range	60 / 57 – 61 Hz
Rated output current	16 A
Peak output current	24.6A (10 seconds)
Power factor (adjustable)	0.85 leading . 0.85 lagging
Maximum units per 20 A branch circuit	1 unit (single phase)
Interconnection	Single-phase
Maximum AC short circuit fault current over 3 cycles	69.6 Arms
Round trip efficiency[2]	89%
BATTERY	
Total capacity	10.5 kWh
Usable capacity	10.08 kWh
Round trip efficiency	96%
Nominal DC voltage	67.2 V
Maximum DC voltage	73.5 V
Ambient operating temperature range	-15° C to 55° C (5° F to 131° F) non-condensing
Optimum operating temperature range	0° C to 30° C (32° F to 86° F)
Chemistry	Lithium iron phosphate (LFP)
MECHANICAL DATA	
Dimensions (WxHxD)	1070 mm x 664 mm x 319 mm (42.13 in x 26.14 in x 12.56 in)
Weight	Three individual 44.2 kg (97.4 lbs) base units plus 21.1 kg (48.7 lbs) cover and mounting bracket; total 154.7 kg (341 lbs)
Enclosure	Outdoor – NEMA type 3R
IQ 8X-BAT microinverter enclosure	NEMA type 6
Cooling	Natural convection - No fans
Altitude	Up to 2500 meters (8200 feet)
Mounting	Wall mount
FEATURES AND COMPLIANCE	
Compatibility	Compatible with grid-tied PV systems. Compatible with Enphase IQ Series Micros, Enphase Enpower, and Enphase IQ Envoy for backup operation
Communication	Wireless 2.4 GHz
Services	Backup, self-consumption, TOU, Demand Charge, NEM Integrity
Monitoring	Enlighten Manager and MyEnlighten monitoring options; API integration
Compliance	UL 9540, UN 38.3, UL 9540A, UL 1998, UL 991, NEMA Type 3R, AC156 EMI: 47 CFR, Part 15, Class B, ICES 003 Cell Module: UL 1973, UN 38.3 Inverters: UL 62109-1, IEC 62109-2, UL 1741SA, CAN/CSA C22.2 No. 107.1-16
LIMITED WARRANTY	
Limited Warranty[3]	>70% capacity, up to 10 years or 4000 cycles

1. Supported in backup/off grid operations
2. AC to Battery to AC at 50% power rating.
3. Whichever occurs first. Restrictions apply

To learn more about Enphase offerings, visit **enphase.com**

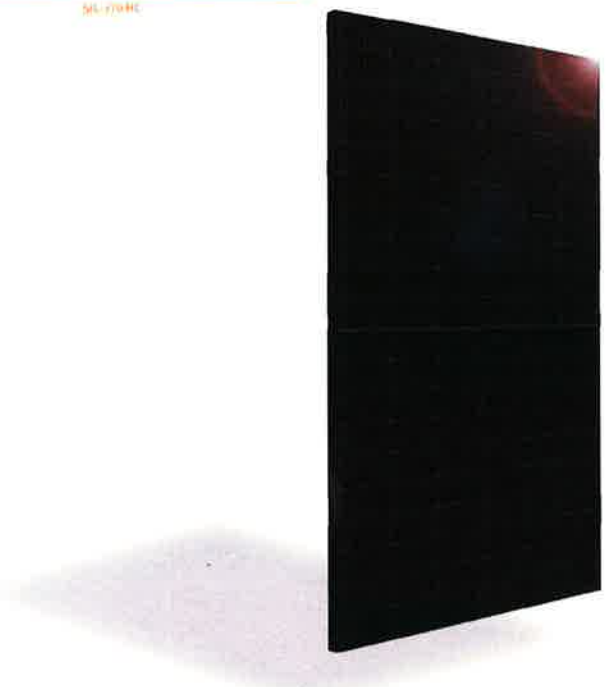
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SILFAB PRIME

SIL-370 HC



SILFAB SOLAR

RELIABLE ENERGY.
DIRECT FROM THE SOURCE.

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Designed to outperform.

Dependable, durable, high-performance solar panels engineered for North American homeowners.

SILFABSOLAR.COM

ELECTRICAL SPECIFICATIONS		370	
Test Conditions		STC	NOCT
Module Power (Pmax)	Wp	370	276
Maximum power voltage (Vpmax)	V	34.95	32.48
Maximum power current (Ipmax)	A	10.60	8.50
Open circuit voltage (Voc)	V	41.75	39.16
Short circuit current (Isc)	A	11.25	9.07
Module efficiency	%	20.2%	18.9%
Maximum system voltage (VDC)	V	1000	
Series fuse rating	A	20	
Power Tolerance	Wp	0 to +10	

Measurement conditions: STC 1000 W/m² • AM 1.5 • Temperature 25 °C • NOCT 800 W/m² • AM 1.5 • Measurement uncertainty ± 3%
Sun simulator calibration reference modules from Fraunhofer Institute. Electrical characteristics may vary by ±5% and power by 0 to +10W

MECHANICAL PROPERTIES / COMPONENTS	METRIC	IMPERIAL
Module weight	19.5kg ±0.2kg	43lbs ±0.4lbs
Dimensions (H x L x D)	1762 mm x 1037 mm x 35 mm	69.4 in x 40.8 in x 1.37 in
Maximum surface load (wind/snow)*	5400 Pa rear load / 5400 Pa front load	112.8 lb/ft² rear load / 112.8 lb/ft² front load
Hail impact resistance	ø 25 mm at 83 km/h	ø 1 in at 51.6 mph
Cells	120 Half cells - Si mono PERC 9 busbar - 83 x 166 mm	120 Half cells - Si mono PERC 9 busbar - 3.26 x 6.53 in
Glass	3.2 mm high transmittance, tempered, DSM antireflective coating	0.126 in high transmittance, tempered, DSM antireflective coating
Cables and connectors (refer to installation manual)	1350 mm, ø 5.7 mm, MC4 from Staubli	53.15 in, ø 0.22 in (12AWG), MC4 from Staubli
Backsheet	High durability, superior hydrolysis and UV resistance, multi-layer dielectric film, fluorine-free PV backsheet	
Frame	Anodized Aluminum (Black)	
Bypass diodes	3 diodes 30SQ045T (45V max DC blocking voltage, 30A max forward rectified current)	
Junction Box	UL 3730 Certified, IEC 62790 Certified, IP68 rated	

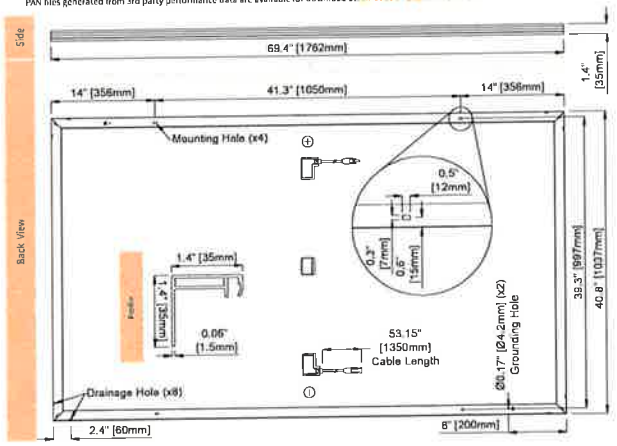
TEMPERATURE RATINGS	
Temperature Coefficient Isc	+0.064 %/°C
Temperature Coefficient Voc	-0.28 %/°C
Temperature Coefficient Pmax	-0.36 %/°C
NOCT (± 2°C)	45 °C
Operating temperature	-40/+85 °C

WARRANTIES	
Module product workmanship warranty	25 years**
Linear power performance guarantee	30 years ≥ 97.1% end 1st yr ≥ 91.6% end 12th yr ≥ 85.1% end 25th yr ≥ 82.6% end 30th yr

CERTIFICATIONS	
Product	UL CAN/CSA C1703, UL 1703, CEC listed, UL 61215-1/-1-1/-2, UL 61730-1/-2, IEC 61215-1/-1-1/-2***, IEC 61730-1/-2***, CSA C22.2#61730-1/-2, IEC 62716 Ammonia Corrosion, IEC61701:2011 Salt Mist Corrosion Certified, UL Fire Rating: Type 2
Factory	ISO9001:2015

SHIPPING SPECS	
Modules Per Pallet	26 or 26 (California)
Pallets Per Truck	34 or 32 (California)
Modules Per Truck	884 or 832 (California)

* ⚠ Warning: Read the Safety and Installation Manual for mounting specifications and before handling, installing and operating modules
** 12 year extendable to 25 years subject to registration and conditions outlined under "Warranty" at silfabsolar.com
*** Certification in progress.
PAN files generated from 3rd party performance data are available for download at SilfabSolar.com/downloads



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Doc ID: 4f470dd156b63b49bbc1405d68b13f57706b5a3

Certificate Of Completion

Envelope Id: E9755755-41B1-4622-82CB-4AA488D025A6
Status: Completed
Subject: FOR SIGNATURES - Net Metering Agreement - Levine - ELE/260482
Source Envelope:
Document Pages: 28
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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
2/12/2026 4:16:48 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/12/2026 4:18:25 PM Viewed: 2/12/2026 5:13:36 PM Signed: 2/12/2026 5:14:58 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@Ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/12/2026 5:15:00 PM Viewed: 2/13/2026 7:36:02 AM Signed: 2/13/2026 7:36:37 AM
Electronic Record and Signature Disclosure: Accepted: 2/13/2026 7:36:02 AM ID: da04801c-7b4b-4bc6-b3a3-03532070cff5		
Chris Gowder chris.gowder@fmpa.com Chief Sys Ops & Tech Officer Security Level: Email, Account Authentication (None)	DocuSigned by: 087F58EBB34B474... Signature Adoption: Uploaded Signature Image Using IP Address: 2601:880:81:35e0:1cb3:e67e:6160:466c	Sent: 2/13/2026 7:36:38 AM Viewed: 2/13/2026 8:17:09 AM Signed: 2/13/2026 8:17:18 AM
Electronic Record and Signature Disclosure: Accepted: 2/13/2026 8:17:09 AM ID: eeae4241-1c0c-4c1b-8ab8-f11b4c3910b3		

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/12/2026 4:18:25 PM
Certified Delivered	Security Checked	2/13/2026 8:17:09 AM
Signing Complete	Security Checked	2/13/2026 8:17:18 AM
Completed	Security Checked	2/13/2026 8:17:18 AM

Payment Events	Status	Timestamps

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.

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Contract # 260479

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 19.0
CANCELS ORIGINAL SHEET NO. 19.0

APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

TIER 1 - Ten (10) kW or Less
TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW
TIER 3 - Greater than 100 kW and Less Than or Equal to Two (2) MW

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net-metering customers located in the area served by the City of Ocala Electric Utility. Please refer to the Ocala Electric Utility Net-Metering Rate Schedule.

Ocala Electric Utility customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the Ocala Electric Utility system are required to complete this application. When the completed application and fees are returned to Ocala Electric Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained at Ocala Electric Utility, located at 201 SE 3rd Street, Ocala, Florida 34471, or may be requested by email from OEU@ocalafl.org.

1. Customer Information

Name: Felix G. Jimenez

Mailing Address: 6730 SW 9th Avenue

City: Ocala State: FL Zip Code: 34476

Phone Number: 203-993-3672 Alternate Phone Number: _____

Email Address: melissajimenezc21@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 556299-263608

2. RGS Facility Information

Facility Location: 6730 SW 9th Avenue Ocala, Fl. 34476

Ocala Electric Utility Customer Account Number: 556299-263608

RGS Manufacturer: Jinko Solar (US) Industries, Inc.

Manufacturer's Address: 4660 New World Avenue
Jacksonville, Fl. 32221

Reference or Model Number: JKM290K-60 (23 Modules 290W)

Serial Number: Inverter-SunnyBoy SMA SB50-ISP-US-40

(Continued on Sheet No.19.1)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Docusign Envelope ID: D0792D9B-688D-4E0B-9911-D045C863980F

3. Facility Rating Information

Gross Power Rating: 5.67kWac ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Ocala Electric Utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: Solar PV

Anticipated In- Service Date: 4/7/2018

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is $375 for Tier 2 and $750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

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B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 3rd party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

C. Proof of insurance in the amount of:
Tier 1 - $100,000.00
Tier 2 - $1,000,000.00
Tier 3 - $2,000,000.00

Customer

By: Felix G. Jimenez Date: 2/9/26
(Print Name)

(Signature)

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Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 9th day of February, 20 26, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), the City of Ocala doing business as Ocala Electric Utility, a body politic (hereinafter "OEU"), and Felix G. Jimenez, a retail electric customer of OEU (hereinafter "Customer").

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

(Continued on Sheet No. 20.1)

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Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

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4.04. FMPA and OEU shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any OEU equipment or part of OEU's system; or (b) if either FMPA or OEU determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU electric system.

Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to OEU electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by OEU or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

(Continued on Sheet No. 20.3)

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Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02 Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

(Continued on Sheet No. 20.4)

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7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, OEU, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEU, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, OEU, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or OEU of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

(Continued on Sheet No. 20.5)

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

City of Ocala Electric Utility

By: Janice Mitchell
55198B43858A4E1...

Title: CFO

Date: 2/12/2026

Florida Municipal Power Agency

DocuSigned by:

By: _____
087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 2/12/2026

Customer

By: Felix G. Jimenez (Print Name) Date: 2/9/26

(Signature)

Customer's City of Ocala Electric Utility Account Number: 556299-263608

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

(Continued on Sheet No. 20.6)

Docusign Envelope ID: D0792D9B-688D-4E0B-9911-D045C863980F

Tri-Party Net-Metering Power Purchase Agreement
Schedule A

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

a) FMPA shall pay OEU for the excess kWh energy delivered by customer-owned renewable generation to OEU's electric system. Every month, OEU shall determine the total kWh of customer-owned renewable generation that is delivered to OEU's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEU in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

b) As part of the monthly bill adjustment, FMPA will also increase OEU's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto OEU's electric system has been purchased by FMPA, but will remain on OEU's electric system and be used by OEU to meet its other customers' electric needs. As a result, OEU's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to OEU.

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.

b) At the end of each calendar year, OEU shall pay the Customer for any unused excess energy credits in accordance with the OEU Electric Net-Metering Service Rate Schedule.

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Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 9th day of February, 20 26, by and between Felix G. Jimenez, (hereinafter called "**Customer**"), located at 6730 SW 9th Avenue in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereinafter called OEU), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 6730 SW 9th Avenue Ocala, Fl. 34476.

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than ten (10) kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, OEU operates an electric system serving the City of Ocala; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU' electrical supply grid at the location identified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU' ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, the OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

(Continued on Sheet No. 21.1)

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(Continued from Sheet No. 21.0)

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and the City of Ocala Electric Utility (OEU).

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the ten kilowatt (10 kW) limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above two megawatts (2MW).

4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).

5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.

6. The Customer shall fully comply with OEU's Design Standards following NEC standards as those documents may be amended or revised by OUS from time to time.

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):

a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources.*
d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

(Continued to Sheet No. 21.2)

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(Continued from Sheet No. 21.1)

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 21.3)

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12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes an OEU interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU's electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS that (i) utilizes the same OEU interactive inverter for both systems, or (ii) utilizes a separate OEU interactive inverter for each system, Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU' systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's system, such that back feed from the customer-owned renewable generation system to OEU's system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

(Continued on Sheet No. 21.4)

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(Continued from Sheet No. 21.3)

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Section 18, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars ($100,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 21.5)

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23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OEU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU' electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. OEU system emergencies, forced outages, uncontrollable forces or compliance with prudent electric OEU practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on OEU's system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical affects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU.
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

(Continued to Sheet No. 21.6)

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(Continued from Sheet No. 21.5)

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

(Continued on Sheet No. 21.7)

Docusign Envelope ID: D0792D9B-688D-4E0B-9911-D045C863980F

(Continued from Sheet No. 21.6)

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement, which complies with the amended statutes/rules.

(Continued on Sheet No. 21.8)

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32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

(Continued on Sheet No. 21.9)

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

City of Ocala Electric Utility:

By: Signed by: Janice Mitchell 55198B43858A4E1...

Title: CFO

Date: 2/12/2026

Customer:

By: Felix G. Jimenez
(Print Name)

(Signature)

Date: 2/9/26

City of Ocala Electric Utility Account Number:

556299-263608

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

Docusign Envelope ID: D0792D9B-688D-4E0B-9911-D045C863980F

kin.

P.O. Box 95241
Chicago, IL 60694-5241

Producer Name
Kin Insurance Network Distributor, LLC (KIND)

Policy Number
KIN-HO-FL-261611014

Policy Period
07/31/2025 to 07/31/2026

Homeowners Policy Declarations

Policy underwritten by Kin Interinsurance Network

Your Declarations Page shows at a glance the coverage you have and your premium. Please read your policy carefully, including your Declarations Page and any attached Endorsements, for a complete description of your coverage.

AGENCY INFO

AGENCY NAME
Kin Insurance Network Distributor, LLC (KIND)

AGENCY NUMBER
1

AGENCY EMAIL
support@kin.com

ADDRESS
222 Merchandise Mart Plaza Suite 910
Chicago IL 60654

PHONE
(855) 717-0022

For Payments, please use this address:
KIN INTERINSURANCE NETWORK
P.O. Box 95241
Chicago, IL 60694-5241

NAMED INSURED

NAME
Felix Jimenez

PHONE
(203) 296-0698

EMAIL
fjimenez03@live.com

SECOND NAMED INSURED

POLICY PERIOD

START DATE
07/31/2025

END DATE
07/31/2026

12:01 AM Standard Time at the residence premises

This policy applies only to accidents, "occurrences", or losses which happen during the policy period shown above, unless otherwise noted in the policy. If the policy is written on a continuous basis, each period of one year ending on the anniversary date of this policy constitutes a separate policy period.

DATE ISSUED
07/29/2025

PROPERTY ADDRESS

6730 SW 9th Ave
Ocala, FL 34476-5944

MAILING ADDRESS

Docusign Envelope ID: D0792D9B-688D-4E0B-9911-D045C863980F

kin.

P.O. Box 95241
Chicago, IL 60694-5241

Producer Name
Kin Insurance Network
Distributor, LLC (KIND)

Policy Number
KIN-HO-FL-261611014

Policy Period
07/31/2025 to 07/31/2026

REPORT A CLAIM	
Email	claims@kin.com
Website	kin.com/claims
Phone Number	(866) 204-2219

PROPERTY COVERAGES	
Section I Coverages	**Limit of Liability**
A. Dwelling	$525,000
B. Other Structure	$5,250
C. Personal Property	$52,500
D. Loss of Use	$52,500

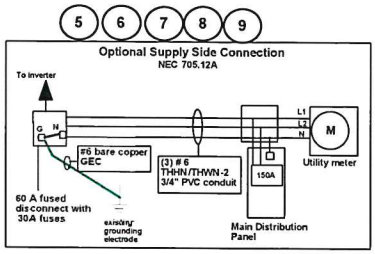
LIABILITY COVERAGES	
Section II Coverages	**Limit of Liability**
E. Personal Liability	$300,000
F. Medical Payments	$5,000

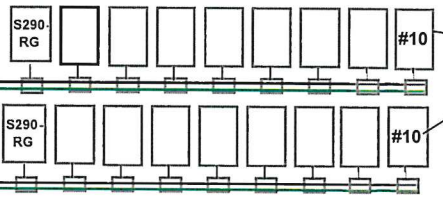
DEDUCTIBLES	
All Other Perils	$2,500
Calendar Year Hurricane Deductible	$10,500 (2% of Coverage A)

This policy contains a separate deductible for hurricane losses, and a separate deductible for all other perils, insured against. The deductibles shown in your policy declaration page(s) are the deductibles that will apply as described in your policy, in the event of a covered loss. Other deductibles may be available. Please contact your insurance agent for additional information.

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SMA SB5.0-US Inverter with Hyundai HIS-S290RG Modules
5.8 kW DC Photovoltaic System Electrical Diagram with (2) Series Strings of 10 Modules





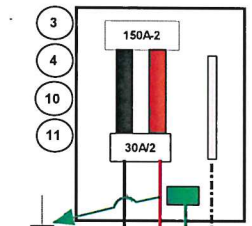
(10) Hyundai HiS-S290RG Modules in series

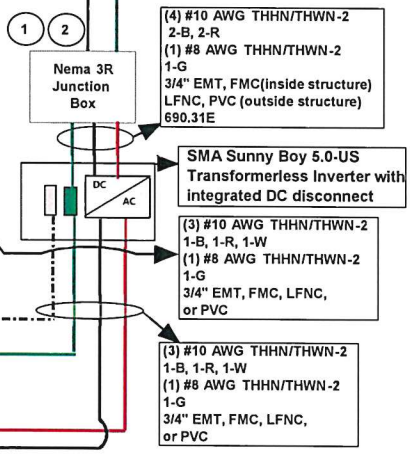
Hyundai HiS-S290RG Module Specifications
Pmax: 290 Wp
Voc: 38.8 V
Vmpp: 32.0 V
Isc: 9.7 A
Impp: 9.1 A
T.C.Voltage : -0.30 %/C

SMA SB5.0-US Inverter
Max. Input DC Voltage: 600 VDC
Max ISC per string: 18 A
MPPT Range: 100-550 VDC
Max Output Voltage: 240 VAC
Max Output current: 24 A (AC)
AC Nominal Power: 5000 Watts

(4) #10 AWG PV Wire 2-R, 2-B (1) #6 AWG Bare Copper

150A Panelboard with
150 A Main breaker (minimum)





(4) #10 AWG THHN/THWN-2 2-B, 2-R
(1) #8 AWG THHN/THWN-2 1-G
3/4" EMT, FMC(inside structure) LFNC, PVC (outside structure) 690.31E

SMA Sunny Boy 5.0-US Transformerless Inverter with integrated DC disconnect

(3) #10 AWG THHN/THWN-2 1-B, 1-R, 1-W
(1) #8 AWG THHN/THWN-2 1-G
3/4" EMT, FMC, LFNC, or PVC

(3) #10 AWG THHN/THWN-2 1-B, 1-R, 1-W
(1) #8 AWG THHN/THWN-2 1-G
3/4" EMT, FMC, LFNC, or PVC

30A 240V AC Disconnect with label :
On-site Utility Generation
Disconnect Switch

PV AC Disconnect Label Requirements
Operating Current: 24 A
Operating Voltage: 240 VAC

13

DC Disconnect Label Requirements
Vmpp 320 VDC
Vmax 417.1 VDC
Impp 18.2 A
Imax 24.25 A

Notes: All work to meet or exceed NEC 2011

1. Junction box to be located within the array boundary. Junction box must be minimum Nema 3R UL listed enclosure. Free air conductors must be installed in raceway if readily accessible as per 690.31(A).
2. The minimum volume of the Nema 3R enclosure for the transition of PV wire to THWN-2 wire shall be 42 cubic inches. Heyco 5 wire Masthead gland seals or similar connector are required as strain relief for PV wire into Nema 3R junction box at array.
3. Interconnection with 30 Amp 2 pole OCPD via 2011 NEC 705.12(D)(2)Load Side Connection. The 30 A backfed breaker must be located at the opposite end of the bus from the 150 A main supply breaker
4. The required PV Backfed breaker plus the main breaker rating must be less than or equal to 120% of the Main service bus rating . 705.12(D)(2)
5. Optional Supply Side connection via 705.12A using parallel line taps in a NEMA 3R box (as required) using NSI IPCS4002, Ilsco IPC-KUP-L or NSI Tork IPLD 3/0-3 Multi-Tap Connector or equivalent.
6. PV service disconnecting means for "optional" supply side connection must have neutral/ EGC bond within and must be listed as "suitable for use as service equipment." 230.66
7. The fuses in the disconnect for the"supply side" option must be rated to handle the maximum short-circuit current available at the supply terminals. 110.9, 110.10 Over-current protection for the supply side connected conductors shall be located within 10 feet of the connection to the service. 705.31
8. Grounded conductor shall be routed with ungrounded conductors to PV Service disconnecting means as per 250.24(C) if "Supply Side" option is used.
9. For "Supply Side option" Continuous or irreversibly spliced Grounding Electrode Conductor installed per 250.24(D). Grounding Electrode Conductor shall be specified as per 250.64 and sized per 250.66
10. The following label is required on meter can and main panelboard "Services fed from dual power sources Utility and Photovoltaic system"
11. "PV input Do not relocate this OCPD" label required adjacent to backfed breaker. 705.12(d)(7)
12. Bonding of module to rail and module to module accomplished through WEEB washers or self grounding mid-clamps.
13. "Warning: DC conductors of this system are ungrounded and may be energized" required on the DC Disconnect 690.35F
14. "Warning: Photovoltaic Power Source" label required on conduit per 690.31 (E)(3)(4)
15. Total voltage drop % for all circuits based on listed conductors is 1.77%.

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SUNNY BOY
3.0-US / 3.8-US / 5.0-US / 6.0-US / 7.0-US / 7.7-US



Value-Added Improvements

- World's first Secure Power Supply now offers up to 2,000 W
- Full grid management capabilities ensures a utility-compliant solution for any market

Reduced Labor

- New Installation Assistant with direct access via smartphone minimizes time in the field
- Integrated disconnect simplifies equipment stocking and speeds installation

Unmatched Flexibility

- SMA's proprietary OptiTrac™ Global Peak technology mitigates shade with ease
- Multiple independent MPPTs accommodate hundreds of stringing possibilities

Trouble-Free Servicing

- Two-part enclosure concept allows for simple, expedited servicing
- Enhanced AFCI technology reduces false tripping while improving sensitivity in real arcs, greatly reducing unneeded service calls

SUNNY BOY
3.0-US / 3.8-US / 5.0-US / 6.0-US / 7.0-US / 7.7-US

Reduce costs across your entire residential business model

The residential PV market is changing rapidly, and we understand that your bottom line matters more than ever. That's why we've designed a superior residential solution that will help you decrease costs throughout all stages of your business operations. The Sunny Boy 3.0-US/3.8-US/5.0-US/6.0-US/7.0-US/7.7-US join the SMA lineup of field-proven solar technology backed by the world's #1 service team, along with a wealth of improvements. Simple design, improved stocking and ordering, value driven sales support and streamlined installation are just some of the ways that SMA is working to help your business operate more efficiently.

Docusign Envelope ID: D0792D9B-688D-4E0B-9911-D045C863980F

Technical data	Sunny Boy 3.0-US *		Sunny Boy 3.8-US *		Sunny Boy 5.0-US	
	208 V	240 V	208 V	240 V	208 V	240 V
Input (DC)						
Max. usable DC power	3100 W	3100 W	3450 W	3900 W	5250 W	5250 W
Max. DC voltage	600 V					
Rated MPP voltage range	155 - 480 V		195 - 480 V		220 - 480 V	
MPPT operating voltage range	100 - 550 V					
Min. DC voltage / start voltage	100 V / 125 V					
Max. operating input current per MPPT	10 A					
Max. short circuit current per MPPT	18 A					
Number of MPPT tracker / string per MPPT tracker	2/1				3 / 1	
Output (AC)						
AC nominal power	3000 W	3000 W	3330 W	3800 W	5000 W	5000 W
Max. AC apparent power	3000 VA	3000 VA	3330 VA	3800 VA	5000 VA	5000 VA
Nominal voltage / adjustable	208 V / ●	240 V / ●	208 V / ●	240 V / ●	208 V / ●	240 V / ●
AC voltage range	183 - 229 V	211 - 264 V	183 - 229 V	211 - 264 V	183 - 229 V	211 - 264 V
AC grid frequency	60 Hz / 50 Hz					
Max. output current	14.5 A	12.5 A	16.0 A	16.0 A	24.0 A	24.0 A
Power factor (cos φ)	1					
Output phases / line connections	1 / 2					
Harmonics	< 4 %					
Efficiency						
Max. efficiency	97.2 % *	97.5 % *	97.2 % *	97.5 % *	97.2 %	97.5 %
CEC efficiency	96.5 % *	97.0 % *	96.5 % *	97.0 % *	96.5 %	97 %
Protection devices						
DC disconnect device	●					
DC reverse polarity protection	●					
Ground fault monitoring / Grid monitoring	●					
AC short circuit protection	●					
All-pole sensitive residual current monitoring unit (RCMU)	●					
Arc fault circuit interrupter (AFCI)	●					
Protection class / overvoltage category	I / IV					
General data						
Dimensions (W / H / D) in mm (in)	535 x 730 x 198 (21.1 x 28.5 x 7.8)					
Packaging Dimensions (W / H / D) in mm (in)	600 x 800 x 300 (23.6 x 31.5 x 11.8)					
Weight	26 kg (57 lb)					
Packaging weight	30 kg (66 lb)					
Operating temperature range	- 25°C ...+60°C					
Noise emission (typical)	< 25 dB(A)					
Internal power consumption at night	< 5 W					
Topology	Transformerless					
Cooling concept	Convection					
Features						
Secure Power Supply	●					
Display (2 x 16 characters)	●					
Interfaces: Ethernet / WLAN	● / ●					
Sensor module / External WLAN antenna	○ / ○					
Warranty: 10 / 15 / 20 years	●/○/○					
Certificates and approvals	UL 1741, UL 1998, UL 1699B, IEEE1547, FCC Part 15 (Class A & B), CAN/CSA V22.2 107.1-1					
Type designation	SB3.0-1SP-US-40		SB3.8-1SP-US-40		SB5.0-1SP-US-40	

● Standard features ○ Optional features – Not available Data at nominal conditions NOTE: US inverters ship with gray lids. * Preliminary data, UL pending

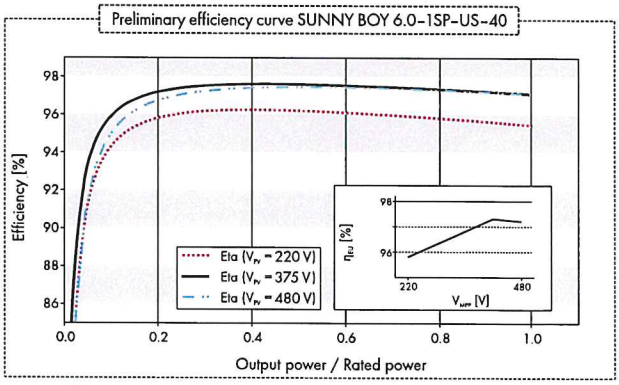
Accessories



Sensor module
MD.SEN-US-40



External WLAN antenna
EXTANT-US-40



Docusign Envelope ID: D0792D9B-688D-4E0B-9911-D045C863980F

Technical data	Sunny Boy 6.0-US		Sunny Boy 7.0-US *		Sunny Boy 7.7-US *	
	208 V	240 V	208 V	240 V	208 V	240 V
Input (DC)						
Max usable DC power	5500 W	6300 W	6900 W	7350 W	6950 W	8100 W
Max. DC Voltage	600 V					
Rated MPP Voltage range	220 – 480 V		245 - 480 V		270 - 480 V	
MPPT operating voltage range	100 – 550 V					
Min. DC voltage / start voltage	100 V / 125 V					
Max. operating input current per MPPT	10 A					
Max. short circuit current per MPPT	18 A					
Number of MPPT tracker / string per MPPT tracker	3 / 1					
Output (AC)						
AC nominal power	5200 W	6000 W	6660 W	7000 W	6660 W	7680 W
Max. AC apparent power	5200 VA	6000 VA	6660 VA	7000 VA	6660 VA	7680 VA
Nominal voltage / adjustable	208 V / ●	240 V / ●	208 V / ●	240 V / ●	208 V / ●	240 V / ●
AC voltage range	183 – 229 V	211 – 264 V	183 – 229 V	211 – 264 V	183 – 229 V	211 – 264 V
AC grid frequency	60 Hz / 50 Hz					
Max. output current	25.0 A	25.0 A	32.0 A	29.2 A	32.0 A	32.0 A
Power factor (cos φ)	1					
Output phases / line connections	1 / 2					
Harmonics	< 4 %					
Efficiency						
Max. efficiency	97.2 %	97.6 %	97.1 % *	97.2 % *	97.1 % *	97.2 % *
CEC efficiency	96.5 %	97 %	96.5 % *	96.5 % *	96.5 % *	96.5 % *
Protection devices						
DC disconnect device	●					
DC reverse polarity protection	●					
Ground fault monitoring / Grid monitoring	●					
AC short circuit protection	●					
All-pole sensitive residual current monitoring unit (RCMU)	●					
Arc fault circuit interrupter (AFCI)	●					
Protection class / overvoltage category	I / IV					
General data						
Dimensions (W / H / D) in mm (in)	535 x 730 x 198 (21.1 x 28.5 x 7.8)					
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Packaging weight	30 kg (66 lb)					
Operating temperature range	- 25°C ...+60°C					
Noise emission (typical)	26 dB(A)				30 dB(A) *	
Internal power consumption at night	< 5 W					
Topology	Transformerless					
Cooling concept	Convection				Fan	
Features						
Secure Power Supply	●					
Display (2 x 16 characters)	●					
Interfaces: Ethernet / WLAN	● / ●					
Sensor module / External WLAN antenna	o / o					
Warranty: 10 / 15 / 20 years	●/o/o					
Certificates and approvals	UL 1741, UL 1998, UL 1699B, IEEE1547, FCC Part 15 (Class A & B), CAN/CSA V22.2 107.1-1					
● Standard features o Optional features – Not available	Data at nominal conditions		NOTE: US inverters ship with gray lids.		* Preliminary data, UL pending	
Type designation	SB6.0-1SP-US-40		SB7.0-1SP-US-40		SB7.7-1SP-US-40	

SAME NAME, NEW GAME

The Sunny Boy 3.0-US through 7.7-US are once again raising the bar by offering improved performance, enhanced features, and most importantly, an economical approach to residential solar. Your business model is a value chain. The new Sunny Boy-US series can help you stay competitive in an increasingly price sensitive residential market by driving down costs across all of your business operations.



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www.jinkosolar.com

Jinko Solar
Building Your Trust in Solar

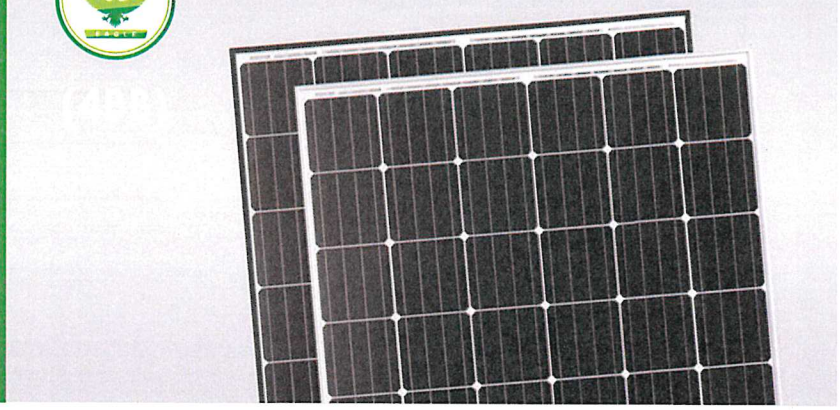
Eagle PERC 60
280-300 Watt

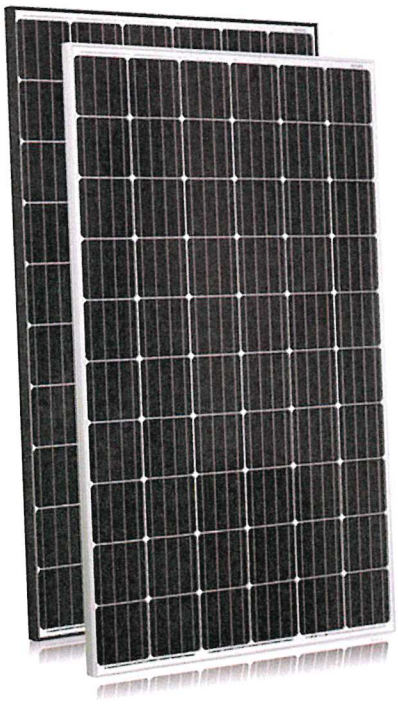
MONO CRYSTALLINE MODULE

Positive power tolerance of 0~+3%

ISO9001:2008、ISO14001:2004、OHSAS18001 certified factory.
IEC61215、IEC61730 certified products.

PERC





KEY FEATURES

4 Busbar Solar Cell:
4 busbar solar cell adopts new technology to improve the efficiency of modules , offers a better aesthetic appearance, making it perfect for rooftop installation.

High Efficiency:
Higher module conversion efficiency(up to 18.33%) benefit from Passivated Emmiter Rear Contact (PERC) technology.

PID RESISTANT:
Limited power degradation of Eagle module caused by PID effect is guaranteed under strict testing condition (85℃/85%RH,96hours)for mass production.

Low-light Performance:
Advanced glass and solar cell surface texturing allow for excellent performance in low-light environments.

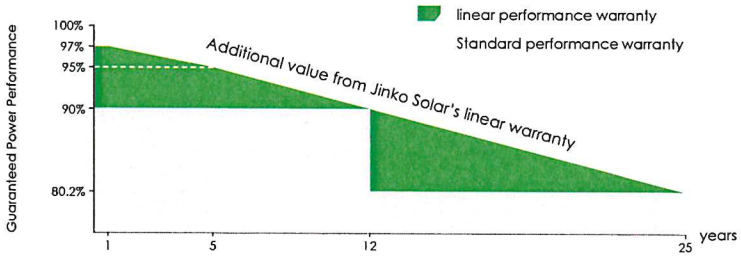
Severe Weather Resilience:
Certified to withstand: wind load (2400 Pascal) and snow load (5400 Pascal).

Durability against extreme environmental conditions:
High salt mist and ammonia resistance certified by TUV NORD.

PV CYCLE · CE · POSITIVE QUALITY · CLEAN ENERGY COUNCIL MEMBER

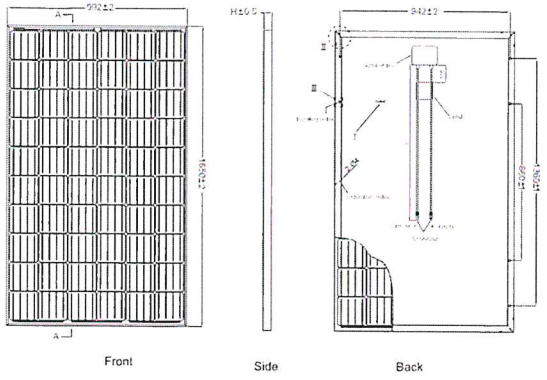
LINEAR PERFORMANCE WARRANTY

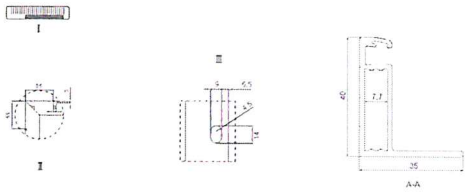
10 Year Product Warranty • 25 Year Linear Power Warranty



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Engineering Drawings





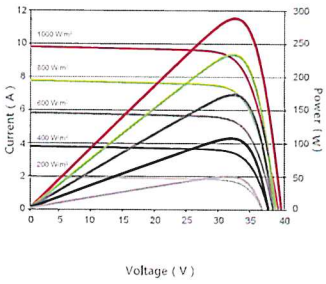
Packaging Configuration

(Two boxes=One pallet)

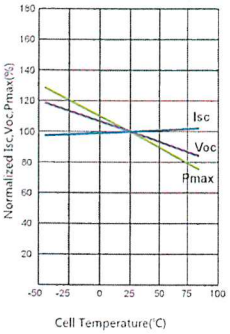
26pcs/box, 52pcs/pallet, 728 pcs/40'HQ Container

Electrical Performance & Temperature Dependence

Current-Voltage & Power-Voltage Curves (290W)



Temperature Dependence of Isc,Voc,Pmax



Mechanical Characteristics

Cell Type	Mono-crystalline PERC 156×156mm (6 inch)
No.of cells	60 (6×10)
Dimensions	1650×992×40mm (65.00×39.05×1.57 inch)
Weight	19.0 kg (41.9 lbs)
Front Glass	3.2mm, Anti-Reflection Coating, High Transmission, Low Iron, Tempered Glass
Frame	Anodized Aluminium Alloy
Junction Box	IP67 Rated
Output Cables	TÜV 1×4.0mm², Length: 900mm or Customized Length

SPECIFICATIONS

Module Type	JKM280M-60		JKM285M-60		JKM290M-60		JKM295M-60		JKM300M-60	
	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT
Maximum Power (Pmax)	280Wp	209Wp	285Wp	212Wp	290Wp	216Wp	295Wp	220Wp	300Wp	224Wp
Maximum Power Voltage (Vmp)	31.8V	29.7V	32.0V	29.9V	32.2V	30.2V	32.4V	30.4V	32.6V	30.6V
Maximum Power Current (Imp)	8.81A	7.01A	8.90A	7.12A	9.02A	7.15A	9.10A	7.24A	9.21A	7.32A
Open-circuit Voltage (Voc)	38.6V	36.2V	38.7V	36.4V	39.5V	36.6V	39.7V	36.8V	40.1V	37.0V
Short-circuit Current (Isc)	9.49A	7.62A	9.51A	7.72A	9.55A	7.81A	9.61A	7.89A	9.72A	8.01A
Module Efficiency STC (%)	17.11%		17.41%		17.72%		18.02%		18.33%	
Operating Temperature(℃)	-40℃~+85℃									
Maximum system voltage	1000VDC (IEC)									
Maximum series fuse rating	15A									
Power tolerance	0~+3%									
Temperature coefficients of Pmax	-0.39%/℃									
Temperature coefficients of Voc	-0.29%/℃									
Temperature coefficients of Isc	0.05%/℃									
Nominal operating cell temperature (NOCT)	45±2℃									

* STC: Irradiance 1000W/m² Cell Temperature 25°C AM=1.5

NOCT: Irradiance 800W/m² Ambient Temperature 20°C AM=1.5 Wind Speed 1m/s

* Power measurement tolerance: ± 3%

The company reserves the final right for explanation on any of the information presented hereby. EN-JKM-300M-60-PERC_1.0_rev2017

Certificate Of Completion

Envelope Id: D0792D9B-688D-4E0B-9911-D045C863980F
Status: Completed
Subject: FOR SIGNATURES - Net Metering Agreement - Felix Jimenez - ELE/260479
Source Envelope:
Document Pages: 28
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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

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Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/11/2026 1:06:31 PM Viewed: 2/11/2026 3:10:03 PM Signed: 2/11/2026 3:11:24 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@Ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/11/2026 3:11:25 PM Viewed: 2/12/2026 7:34:10 AM Signed: 2/12/2026 7:34:51 AM
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Chris Gowder chris.gowder@fmpa.com Chief Sys Ops & Tech Officer Security Level: Email, Account Authentication (None)	DocuSigned by: 087F58EBB34B474... Signature Adoption: Uploaded Signature Image Using IP Address: 38.77.131.2	Sent: 2/12/2026 7:34:52 AM Viewed: 2/12/2026 8:05:58 AM Signed: 2/12/2026 8:10:32 AM
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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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/11/2026 1:06:31 PM
Certified Delivered	Security Checked	2/12/2026 8:05:58 AM
Signing Complete	Security Checked	2/12/2026 8:10:32 AM
Completed	Security Checked	2/12/2026 8:10:32 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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.

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- 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.

Docusign Envelope ID: 6EAA9B3A-F160-4FE4-8326-66C3CEF5E12A

Ocala
2065 N.W. 57th Street
Ocala, FL 34475
Phone: 352-351-2345
Fax: 352-351-4907

LAMAR

CONTRACT #GRM/260446

CONTRACT # 5399942

Date: 1/28/2026
New/Renewal: NEW
Account Executive: KEITH HAYES
Phone: 352-351-2345

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	319452-4
Name	CITY OF OCALA
Address	201 SE 3RD ST
City/State/Zip	OCALA, FL 34471-2172
Contact	Holly Lang
Email Address	
Phone #	(352) 629-8481
Fax #	(352) 629-8308
P.O./ Reference #	
Advertiser/Product	SAND & SUN FESTIVAL
Campaign	

Space

# of Panels: 2 — Billing Cycle: Monthly

Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
4500 14924249	269-OCALA, FL	SR 200 S/S .3 MI. E/O I-75 F/W	Yes	Digital Bulletin	10' 6" x 36' 0"		05/03/26-05/16/26	1	$900.00	$900.00
4503 30637342	269-OCALA, FL	17th. St. S/S 500' E/O LAKE WEIR Rd.	Yes	Digital Bulletin	10' 6" x 36' 0"		05/03/26-05/16/26	1	$900.00	$900.00

Total Space Costs: $1,800.00

Special Considerations:

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Media Buyer
(Officer/Title)
of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer: CITY OF OCALA

Signature: DocuSigned by: Peter Lee 5BB28E162F2E4C2... (signature above)

Name: Peter Lee (print name above)

Date: 2/9/2026 (date above)

Approved as to form and Legality:
Signed by: William E. Sexton, E 4A55AB8A8ED04F3...
William E. Sexton
City Attorney

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

DocuSigned by: Keith Hayes 433D635DD34B463...
ACCOUNT EXECUTIVE: KEITH HAYES

DocuSigned by: Dan Nu 7B59F9487E447...
GENERAL MANAGER

2/6/2026
DATE

STANDARD CONDITIONS

1. Late Artwork: The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.

INITIALS DS PL

Docusign Envelope ID: 6EAA9B3A-F160-4FE4-8326-66C3CEF5E12A

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CONTRACT # 5399942

CONTRACT #GRM/260446

Date: 1/28/2026
New/Renewal: NEW
Account Executive: KEITH HAYES
Phone: 352-351-2345

2. Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.

3. Payment Terms: Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.

4. Service Interruptions: If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.

5. Entire Agreement: This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.

6. Copy Acceptance: Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.

7. Termination: All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.

8. Materials/Storage: Production materials will be held at customer's written request. Storage fees may apply.

9. Installation Lead Time: A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.

10. Customer Provided Production: The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.

11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.

12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.

13. Digital Provisions: Lamar will strive to provide Advertisers with 100% of the time they contract. However, due to problems with power interruptions, emergency governmental warnings (e.g. Amber Alerts) or other unforeseen interruptions, Lamar is guaranteeing copy will be displayed an average of 92.5% of the time contracted. If a location should be lost during the period of display for any reason, a digital location of equal advertising value will be substituted or credit issued for the loss of service. For purposes of determining whether a credit is due, the average number of guaranteed impressions per day will be measured over the duration of the contract, e.g., during a four week contract, the available impressions during the entire four week term of the contract will be calculated and 92.5% of that number will be used as the basis to determine whether a credit is due the Advertiser. If Lamar has provided 92.5% or greater of available impressions, then no credit will be due.

INITIALS DS PL

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2065 N.W. 57th Street
Ocala, FL 34475
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Fax: 352-351-4907

CONTRACT # 5399942

CONTRACT #GRM/260446

Date: 1/28/2026
New/Renewal: NEW
Account Executive: KEITH HAYES
Phone: 352-351-2345

14. Customer Supplied Content (iSpots) License and Indemnity Agreement
Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter of any copy displayed or produced pursuant to this contract.

14(a) - Customer Supplied Content - When Advertiser desires to purchase digital advertising from Lamar featuring images, photographs, graphics, text, data, or other such media ("Customer Supplied Content (CSC)") that will be provided by Advertiser, some of which may be owned and/or provided, directly or indirectly, by a third party (hereinafter "Third Party Customer Supplied Content or Third Party CSC"):
(i) the Advertiser shall be solely responsible to ensure the appropriateness and inoffensive or otherwise innocuous nature of the CSC or Third Party CSC.
(ii) Advertiser acknowledges that Advertiser is solely responsible for acquiring, licensing, and/or purchasing any Third Party CSC and/or has the authority to use and to license CSC and Third Party CSC.
(iii) Advertiser warrants that the CSC and/or Third Party CSC will comply with all applicable local, state and federal laws and regulations.
(iv) Advertiser shall be solely responsible for the truthfulness, accuracy, integrity, and lawfulness of the CSC and/or Third Party CSC.
(v) Advertiser shall defend, cover, indemnify and hold Lamar harmless for all loss, expense or damages, of whatever nature, which may be incurred by Lamar as a result of any claims or actions in connection with Lamar's or Lamar's affiliates and subsidiaries for use of the CSC or Third Party CSC. Claims or Actions shall specifically include but not be limited to the CSC's or Third Party CSC's public appropriateness. The foregoing duty to defend, cover and indemnify shall include, without limitation, a duty to pay any attorneys' fees and other costs of defense incurred by Lamar and its affiliates or subsidiaries.
(vi) Advertiser hereby grants to Lamar a paid up, non-exclusive, royalty-free license to use, reproduce, display, perform and modify the CSC and Third Party CSC, on its digital displays or to adapt the CSC and Third Party CSC for such use. The license granted herein includes the right to prepare works which may be considered derivative works of the CSC and/or Third Party CSC or any intellectual property contained therein. Additionally, Advertiser grants to Lamar such trademark license rights as may be necessary for Lamar to use the CSC and Third Party CSC on its digital displays.

INITIALS DS PL

Certificate Of Completion

Envelope Id: 6EAA9B3A-F160-4FE4-8326-66C3CEF5E12A
Status: Completed
Subject: SIGNATURE - Lamar- Advertising Agreement for Sand & Sun Festival GRM/260446
Source Envelope:
Document Pages: 3
Signatures: 4
Certificate Pages: 5
Initials: 3
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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

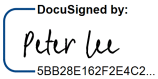
Record Tracking

Status: Original
2/6/2026 9:31:32 AM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Keith Hayes khayes@lamar.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/6/2026 9:42:08 AM ID: 7b23852a-8308-48ad-b04a-ab5a01cde0c5	DocuSigned by: 433D635DD34B463... Signature Adoption: Drawn on Device Using IP Address: 2603:900b:8200:351:ec69:7bed:f5ef:6319 Signed using mobile	Sent: 2/6/2026 9:35:58 AM Viewed: 2/6/2026 9:42:08 AM Signed: 2/6/2026 9:42:13 AM
Doug Noble dnoble@lamar.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/6/2026 10:47:52 AM ID: af9add4c-2fe5-4879-b4f8-83dfc4280b65	DocuSigned by: 71959F94871E447... Signature Adoption: Drawn on Device Using IP Address: 170.85.130.164	Sent: 2/6/2026 9:42:15 AM Viewed: 2/6/2026 10:47:52 AM Signed: 2/6/2026 10:48:13 AM
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b	Signed by: 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/6/2026 10:48:14 AM Viewed: 2/9/2026 2:39:40 PM Signed: 2/9/2026 2:40:44 PM

Signer Events	Signature	Timestamp
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by:  5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/9/2026 2:40:45 PM Viewed: 2/9/2026 5:14:42 PM Signed: 2/9/2026 5:14:58 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/6/2026 9:35:58 AM
Certified Delivered	Security Checked	2/9/2026 5:14:42 PM
Signing Complete	Security Checked	2/9/2026 5:14:58 PM
Completed	Security Checked	2/9/2026 5:14:58 PM

Payment Events	Status	Timestamps

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.

Docusign Envelope ID: D1D5EF5C-1867-44D7-B16F-2315AE0B03E0

AGREEMENT FOR DEMOLITION AND REMOVAL OF STRUCTURE AT 1224 SW 2ND STREET

THIS AGREEMENT FOR DEMOLITION AND REMOVAL OF STRUCTURE AT 1224 SW 2ND ST ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **MAGNIFICENT DEVELOPMENT, LLC,** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 99-1252503) ("Contractor").

WHEREAS, on November 7, 2025, City issued a Request for Quotation ("RFQ") for the demolition and removal of a structure, removal of overgrowth, structural debris, structure contents, improvements, and any junk on a residential property at 1224 SW 2nd Street, Ocala, Florida, 34471 RFQ No.: GRM/260189 (the "Solicitation"); and

WHEREAS, sixteen (16) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the quote submitted by Magnificent Development, LLC was found to be the lowest; and

WHEREAS, Contractor was chosen as the intended awardee for the demolition and removal of a structure, removal of overgrowth, structural debris, structure contents, improvements, and any junk at 1224 SW 2nd Street, Ocala, Florida (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors are qualified and possess the required current and active Asbestos Supervisor licensure.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City's Solicitation for the Project and the quote submitted by Contractor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes.
   If there is a conflict between the terms of this Agreement and the other Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:
      Exhibit A: Scope of Work (A-1 through A-4)
      Exhibit B: Photos of Structure (B-1 through B-2)
      Exhibit C: Asbestos Survey Report (C-1 through C-26)

      If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit C, then (3) Exhibit B.
3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. **Upon contract execution, salvage rights belong to the Contractor. Salvage by the Contractor is not allowed prior to the issuance of the City's Notice to Proceed.** In the event of a conflict between this Agreement and the Solicitation Documents, this Agreement and all of its Exhibits shall be given precedence to resolve any identified

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inconsistency. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Contractor a lump sum amount of **EIGHT THOUSAND, FIVE-HUNDRED AND NO/100 DOLLARS ($8,500)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work. A permit allowance has been established for this Project in the amount of **ONE HUNDRED FOUR AND NO/100 DOLLARS ($104)** and is included in the Contract Sum.
   A. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Growth Management Department**, Attn: **Shaneka Greene, 201 SE 3rd Street, Second Floor, Ocala, Florida 34471**, E-Mail: sgreene@ocalafl.gov. Weight tickets from a certified landfill must be included with all invoices submitted by Contractor.
   B. **Progress Report and Progress Schedule**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the Percent of Services Completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.
   C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
   D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within thirty (30) calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
   E. **Excess Funds**. If due to mistake, or any other reason, Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within thirty (30) days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
   F. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City and/or charges owed to the City.
   G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
   A. Contractor shall commence work no later than **FIFTEEN (15)** working days from the date of issuance of a Notice to Proceed for the Project by City.

Docusign Envelope ID: D1D5EF5C-1867-44D7-B16F-2315AE0B03E0

B. No work shall commence until Contractor has submitted proof of #62-257.900(1) – Notice of Demolition to Florida Department of Environmental Protection and provided proof of mailing for same to the City Project Manager. Demolition may not begin until **TEN (10)** business days (excluding holidays as observed by the State of Florida) after the confirmed delivery date of said Notice. **Notice of Demolition must be sent to FDEP and the City of Ocala Permit applied for within TWO (2) business days after issuance of NTP.**

C. **All work shall be completed by Contractor in a manner satisfactory to the City Project Manager and ready for final payment within SIXTY (60) days of the start date indicated on the Notice to Proceed.**

D. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

E. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.

F. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. All services, work, and materials provided by Contractor under this Agreement shall be provided under the direction and to the satisfaction and approval of the City Project Manager.

   A. The City Project Manager shall decide all questions regarding the quality, acceptability, or workmanship performed, the rate of progress of the work, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and

the information provided by Contractor in its quote. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

(1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
(2) Contractor provides material that does not meet the specifications of the Agreement;
(3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
(4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;
(2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
(3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and

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(4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

9. **LIQUIDATED DAMAGES FOR LATE COMPLETION**. The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Final Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **ONE HUNDRED AND NO/100 DOLLARS ($100)** per day for each calendar day of unexcused delay in achieving Final Completion beyond the date specified for Final Completion in the Contract Documents.

   A. **No Waiver of Rights or Liabilities**. Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.
   B. **Right to Withhold or Deduct Damages**. When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.
   C. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.
   D. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.

10. **CONTRACTOR WARRANTY**. Contractor warrants to City that all materials and work shall be of good quality, free from faults and defects in workmanship, and in conformance with the Contract Documents for a period of **TWO (2)** years from the date of final payment by City. Contractor shall, at its own expense, correct any defect, loss, expense, or other damages arising from its work and shall defend any claims related to same.
11. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
12. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
13. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

   A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.

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B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
C. Contractor has had an opportunity to visit, has visited, and has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
D. Contractor has is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
F. Contractor represents that neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

14. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
B. Contractor shall ensure that a Florida licensed asbestos supervisor with current asbestos supervisor training is on site during all operations of the Contractor under this Agreement and ensure all workers performing tasks within a regulated area hold Florida asbestos work licenses and have undergone appropriate asbestos training as required by law.
C. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
D. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
E. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work, and be responsible for all costs associated with same.

F. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
G. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
H. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
16. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
17. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.
18. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
19. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
    C. Policy must include coverage for contractual liability and independent contractors.
    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

20. **POLLUTION LIABILITY INSURANCE**. Contractors providing services related to the handling, transporting, or abatement of hazardous materials shall provide, for a period of Three (3) Years after final completion of the Work, pollution liability insurance coverage for claims arising from the discharge, dispersal, release, or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water, including groundwater, in an amount not less than One Million Dollars ($1,000,000) per claim, and Two Million Dollars ($2,000,000) aggregate

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limit. This shall also include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for the investigation, defense, or settlement of claims, fines or penalties.

21. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
    A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
    B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
    C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
22. **ADDITIONAL INSURANCE REQUIREMENTS.**
    A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
    B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, or co-insurance penalty to include any loss not covered because of the operation of such deductible, co-insurance penalty, or coverage exclusion or limitation.
    C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
    D. **City as an Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers'

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Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include, or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

23. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

24. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

A. In addition to the requirements set forth in the Solicitation, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.

B. Should the Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

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25. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.
26. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
27. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
28. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
29. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
30. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the

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services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

31. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
32. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
33. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
34. **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

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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.

35. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
36. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
37. **E-VERIFY**. Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
38. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
39. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
40. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
41. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement

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including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

42. **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.

43. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Magnificent Development, LLC Attention: David Gil 1710 Drew St Suite 5 Clearwater, FL, 33755 Phone: (727) 314-0164 E-mail: info@magnificentdevelopment.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 Email: cityattorney@ocalafl.gov

44. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

45. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES

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TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

46. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

47. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

48. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

49. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

50. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

51. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

52. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

53. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

54. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and

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conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

55. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

56. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 1/20/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Peter Lee
5BB28E162F2E4C2...

Peter Lee
City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

Willam E. Sexton, Esq.
City Attorney

MAGNIFICENT DEVELOPMENT, LLC

Signed by:
David Gil
9C368EC514A643E...

By: David Gil
(Printed Name)

Title: OWNER
(Title)

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BACKGROUND

1. Contractor shall demolish and remove a structure located at **1224 SW 2ND ST, Ocala, FL 34471 | 2845-053-023**.
    - demolish and remove improvements, remove junk, and cut and clean lot.
2. Contractor will provide all labor and equipment to complete this project.

PERMIT REQUIREMENTS

1. **City of Ocala Demolition Permit:**
    A. Contractor must obtain a City of Ocala demolition permit.
    B. If Contractor isn't already "certified" with the City of Ocala, Contractor must complete the Contractor Certification Application prior to applying for a City Demolition Permit.
    C. The application for demolition permit is available at: https://www.ocalafl.org/government/city-departments-a-h/growth-management/building/construction-permits
    D. It is the responsibility of the Contractor to obtain the approval signatures of the appropriate representatives of the following agencies listed on the City of Ocala Demolition Permit Application: gas, telephone, telecommunication, water and electric utilities, Cox Cable, a licensed exterminator, planning and environmental review from the City of Ocala's Growth Management Department.
2. No work shall commence, nor will any permits be issued, until all associated contracts have been approved and signed by all applicable parties involved.
3. **Marion County Permits:** In addition to any City required permits, septic tank permits must be obtained from the Marion County Growth Management Services Department, located at 2710 East Silver Springs Boulevard, Ocala, FL 34470. Information regarding septic tank permitting can be obtained by calling the septic permitting office at (352) 438-2417.
4. **Estimated Permit Fees:** The estimated fees and allowance for this project is **$104.**

PROJECT SUMMARY

This project consists of the following:

1. Termination of water and sewer connections at the property line (city meter/sewer laterals) prior to beginning demolition work.
2. Demolition and removal of a **structure, overgrowth, structural debris, structure contents, improvements, and any junk** on the property listed above.
3. Underbrush, overgrowth, and all debris must be removed from the property. All trees, **except for those that are dead,** shall remain.
4. Property shall be graded to final grade, using a box blade.
5. The ground where the buildings are removed will be leveled, and if on a grade, sodded.
6. Any fuel tanks found must be pumped, disconnected, crushed, and backfilled or pumped and completely removed from the property according to Chapter 62-761 of the Florida Administrative Code.

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7. Public sidewalks and driveway aprons must remain intact. Any damage to sidewalks or driveway aprons by the Contractor will be repaired at the Contractor's expense.
8. Any septic tanks will be pumped, crushed and back-filled, according to City requirements, Florida Building and Plumbing codes, and the Marion County Health Department requirements.
9. Any water wells will be capped according to City requirements and Florida Building and Plumbing codes.
10. All items will be removed from the property and properly disposed. **NO** items will be buried.

WEATHER DAYS

1. Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work will be considered in the determination for granting additional days.

CONTRACTOR RESPONSIBILITIES

1. Scheduling of demolition shall be coordinated through **Jennipher Buller,** (352)-629-8309, jbuller@ocalafl.gov.
2. Contractor shall promptly secure all necessary permits, inspections and approvals required and allow inspection of all work by authorized personnel.
3. No work shall commence until the contractor has submitted proof of #62-257.900(1) - Notice of Demolition* to FDEP and provide proof of mailing to the City Project Manager.
4. Contractor must wait ten (10) business days (excluding holidays as observed by the State of Florida) after the confirmed delivery date, prior to starting demolition. Acceptable forms of proof are as follows:
    - USPS Certified Mail receipt
    - FedEx tracking receipt
    - Similar mailing methods, where delivery date can be verified.
5. *FDEP form 62-257.900(1) - Notice of Demolition is available at the following link: https://floridadep.gov/sites/default/files/dep62_257_900%281%29.pdf
6. The Contractor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
7. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
8. The Contractor is responsible for purchasing the permits and ensuring that the hired sub-contractors purchase their required permits.
9. The Contractor must have sufficient equipment to complete work. The City will not pay for rental of additional equipment, purchases of equipment, etc.

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10. Contractor shall leave the property at once, without altercation, if advised to leave by law enforcement or a person claiming to be the property owner and/or property owner's representative. Immediately after leaving, contact the City Project Manager and advise them of the situation.
11. Contractor will be responsible for inspector's overtime.
12. Contractor shall provide on-site sanitary facilities as required by governing agencies.
13. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property within forty-eight (48) hours of notification from the City.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope.
2. Contractor must provide a valid telephone number, email, and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. Contractor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor shall possess and maintain sufficient equipment to complete the work described herein. Contractor's equipment shall be in good repair, and contractor shall have a qualified operator to maintain the care of the equipment. All operators must be trained in proper use and care of equipment. A list of equipment shall be provided to the City upon request.
8. All company shirts and vehicles must display a visible company name/logo.

SUB-CONTRACTORS

1. Contractor must perform a minimum of **30%** of the work with their own forces.

SAFETY

1. The Contractor is solely responsible for ensuring safety during demolition and for conformance to all applicable OSHA standards; and local, state, and national codes concerning safety provisions for their

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employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.

2. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
3. Contractor shall be responsible for securing their equipment, materials, clothing, and other property.
4. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

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DKE ENVIRONMENTAL & CONSTRUCTION SERVICES, INC.
8(a) certified, HUBZone certified, EDWOSB

•8786 Sonoma Coast Drive, Winter Garden, FL 34787
•(407)614-4572 Office
•(814)243-1927 Cell
•dkenvironmental@yahoo.com
•www.dk-environmental.com

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ASBESTOS SURVEY REPORT

PREPARED FOR THE FOLLOWING PROPERTY:



1224 SW 2nd Street
Ocala, FL 34471

PERFORMED ON:

October 06, 2025

PERFORMED AND PREPARED BY:

Chris Ritko
Asbestos Building Inspector
200244

Docusign Envelope ID: D1D5EF5C-1867-44D7-B16F-2315AE0B03E0

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Confidentiality Notice: This Asbestos Survey Report is intended only for the use of the individual or entity addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient or responsible for delivering this report to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this report, in whole or in part, is prohibited. If you have received this report in error, please notify us immediately. Thank you.

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I. INTRODUCTION

Property Address: 1224 SW 2nd Street
Ocala, FL 34471

Survey Performed For: City of Ocala, Code Enforcement
201 SE 3rd Street, 2nd Floor, Ocala, FL 34470

Survey Performed By: Chris Ritko, Asbestos Building Inspector

Company: DK Environmental & Construction Services
8786 Sonoma Coast Drive
Winter Garden, FL 34787
407-614-4572

Date of On-Site Survey: October 06, 2025

Date of Report: October 10, 2025

DK Environmental & Construction Services, Inc. (DKE) has completed a limited Asbestos Survey at the property address listed above. This report contains the results of the Survey. The purpose of this Survey was to identify the presence of asbestos-containing materials that may be disturbed during planned demolition. This limited Asbestos Survey report presents data that describes the location of asbestos-containing material (ACM) identified in the subject property. This Survey was conducted on site by an EPA-trained professional asbestos building inspector.

This report is intended for the exclusive use of our client. The findings are relevant to the conditions observed during the physical process of performing the Survey. These findings should not be treated as absolute, nor should they be relied upon to represent conditions at significantly later dates.

We appreciate the opportunity to provide environmental consulting services to your organization. If you have any questions or need additional assistance, please call (407)614-4572.

Chris Ritko
Asbestos Building Inspector
200244

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II. SURVEY SUMMARY

On October 06, 2025, an Asbestos Survey was performed at 1224 SW 2nd Street, Ocala, FL 34471. The property is a single-family detached dwelling. It is approximately 786 square feet and was constructed in 1958.

The purpose of this Survey was to identify the presence of asbestos-containing materials that may be disturbed during planned demolition. Limited bulk samples were collected and AHERA protocols were adhered to.

The Asbestos Survey consisted of three basic procedures: 1) conducting a visual inspection of the property; 2) identifying homogeneous areas (HAs) of suspect surfacing, thermal system insulation, and miscellaneous materials; and 3) sampling accessible, friable, and non-friable suspect materials. Some building components may have been inaccessible at the time of this screening, or were not tested because they were covered by other building materials (paneling, tile, siding, etc.). It is possible that ACBMs may be hidden by these materials.

The property was visually inspected for the presence of building materials that are suspected to contain asbestos. With regard to asbestos, bulk material samples were collected and analyzed for asbestos content. These services were performed exercising the customary skill and competence of consulting professionals in the relevant disciplines in this region.

Bulk samples of identified suspect ACM were collected and placed into individual containers for transport to a National Voluntary Lab Accreditation Program (NVLAP)/American Industrial Hygiene Association (AIHA)-accredited laboratory for analysis. The collection of bulk samples consisted of physically removing a small piece of material and placing it in a marked, airtight container. The sample container identification numbers were also recorded in the field notes.

III. ASBESTOS OVERVIEW

Asbestos is a generic name given to a fibrous variety of naturally occurring minerals that have been used for many years in commercial products, based on specific properties of the minerals. Asbestos occurs in fiber bundles, which are composed of long and thin fibers that can be easily separated from one another. These mineral products possess high tensile strength, flexibility, resistance to chemical and thermal degradation, and high electrical resistance. The minerals are easily woven into various types of textiles, fabrics, cloths, sheets, panels, or mixed into adhesives, coatings, surfacing materials and cement products. Typically asbestos-containing building materials (ACBM) are segregated into three categories: Thermal System Insulation (TSI) usually found on pipes, boilers, and HVAC ducts; surfacing materials such as sprayed or troweled-on fireproofing and insulation, and plasters; and miscellaneous materials including vinyl composite floor tiles, floor sheeting, adhesives, roofing materials, window glazing and cement products.

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Friable asbestos-containing material (ACM), is defined as any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure. (Sec. 61.141)

Non-friable ACM is any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Supbart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. EPA also defines two categories of non-friable ACM, Category I and Category II non-friable ACM, which are described later in this guidance.

"Regulated Asbestos-Containing Material" (RACM) is (a) friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and the Florida Department of Environmental Protection (FDEP) Asbestos program regulate the removal and disposal of asbestos-containing building materials (any material containing more than 1% asbestos).

Potential effects on workers or occupants in buildings where asbestos-containing materials (ACM) are present may occur when exposure to asbestos fibers is caused by deterioration, damage or renovation disturbance of ACBMs. Federal regulations pertaining to asbestos include 40 Code of Federal Regulations (CFR) 763 (a subchapter of the Toxic Substance Control Act (TSCA)); Occupational Safety and Health Act (OSHA) 29 CFR 1910 Subpart Z and 29 CFR 1926 Subpart Z.

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM) on pipes, 160 square feet of regulated asbestos-containing materials on other facility components, or at least 35 cubic feet of facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping. If dimensions fall below these thresholds, Asbestos NESHAP regulations need not be followed for demolition and/or renovation activities.

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IV. LIMITATIONS

This report has been prepared to assist in evaluating the potential presence of asbestos-containing material in the property. The objective of this assessment was to perform the work with care, exercising the customary skill and competence of consulting professionals in the relevant disciplines in this region. The conclusions presented in this report are professional opinions based upon visual observations of the site at the time of DKE's investigation and the results of laboratory analysis. The opinions presented herein apply to site conditions existing at the time of our investigation and those reasonably foreseeable. DKE cannot act as insurers, and no express or implied representation or warrant is included or intended in our report except that our work was performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession at the time and place the services were rendered. DKE cannot and will not warrant that this Asbestos Survey that was requested by the client will satisfy the dictates of, or provide a legal defense in connection with, any environmental laws or regulations. It is the responsibility of the client to know and abide by all applicable laws, regulations, and standards. The results reported and conclusions reached by DKE are solely for the benefit of the client. The results and opinions in this report, based solely upon the conditions found on the property as of the date of the Survey, will be valid only as of the date of the Survey.

Please note that the test results relate only to those homogeneous materials tested. If conditions or materials, other than those addressed in this report are encountered during the planned renovation/demolition activities, DKE should be contacted to assess the potential impact of these materials or conditions relative to the findings or recommendations included herein. The survey was performed by observing suspect materials throughout the structure where accessible. DKE must emphasize that it is not possible to look within every location of a building. The visual survey documents only general locations of suspect materials but does not determine exact boundaries. Concealed locations of asbestos may exist at the subject property, and the levels may vary from those stated in this report. There may be variations in the composition of materials which appear similar. Materials may be hidden from view and not accessible. No attempt was made to disassemble equipment or demolish structural elements and finishes as this is beyond the scope of our authorized services. Visual observations were made only at safe and convenient locations. Due to these limitations, wall voids, flooring under carpet, building cavities and mechanical equipment, and other areas may contain unreported asbestos-containing materials. Suspect materials not previously identified in this report may be encountered during any renovation/demolition activity. These materials should be assumed asbestos containing material until sample collection and subsequent analysis prove otherwise. Unsafe structures should be assumed to contain asbestos materials unless the suspect material is noted as sampled. All fire doors should be assumed asbestos containing material since disassembly of locks and/or other work to access the door insulation is not possible.

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V. ANALYTICAL RESULTS

Samples were analyzed by Hayes Microbial Consulting in Midlothian, VA. Hayes Microbial Consulting is an American Industrial Hygiene Association (AIHA)-accredited laboratory.

All samples were analyzed utilizing Polarized Light Microscopy (PLM) according to EPA Method 600/R-93/116. Any material that contains greater that one percent asbestos is considered an ACM and must be handled according to the Occupational Safety and Health Administration (OSHA), EPA and applicable state and local regulations.

The following table contains information regarding bulk samples found to contain asbestos by definition. The laboratory report has also been included at the end of this report.

Bulk Collection and Sample Analysis Results

Sample Number	*Description*	*Condition*	*Friable*	*Asbestos Percent and Type*	*Location/ Amount*	*NESHAP Category*
1224-1-1	Asphalt Shingle/Black	Intact	No	None Detected	Typical Exterior Roof	NA
1224-1-1	Tar/Black	Intact	No	None Detected	Typical Exterior Roof	NA
1224-1-2	Asphalt Shingle/Black	Intact	No	None Detected	Typical Exterior Roof	NA
1224-1-2	Tar/Black	Intact	No	None Detected	Typical Exterior Roof	NA
1224-2-1	Caulk/White	Intact	No	None Detected	Typical Exterior Doors/Windows	NA
1224-2-2	Caulk/White	Intact	No	None Detected	Typical Exterior Doors/Windows	NA
1224-3-1	Concrete Block/Mortar/Gray	Intact	No	None Detected	Typical Exterior Walls	NA
1224-3-2	Concrete Block/Mortar/Gray	Intact	No	None Detected	Typical Exterior Walls	NA
1224-4-1	Concrete/Gray	Intact	No	None Detected	Exterior Front Porch Floor	NA
1224-4-2	Concrete/Gray	Intact	No	None Detected	Exterior Front Porch Floor	NA
1224-5-1	Laminate Flooring/Brown	Intact	No	None **Detected**	Typical Interior	NA

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Bulk Collection and Sample Analysis Results

Sample Number	*Description*	*Condition*	*Friable*	*Asbestos Percent and Type*	*Location/ Amount*	*NESHAP Category*
1224-5-2	Laminate Flooring/Brown	Intact	No	None **Detected**	Typical Interior	NA
1224-6-1	Joint Compound/White	Intact	No	None **Detected**	Typical Interior Walls	NA
1224-6-1	Drywall/White	Intact	No	None **Detected**	Typical Interior Walls	NA
1224-6-2	Joint Compound/White	Intact	No	None **Detected**	Typical Interior Walls	NA
1224-6-2	Drywall/White	Intact	No	None **Detected**	Typical Interior Walls	NA
1224-7-1	Plaster/Rough Coat/Cream	Intact	No	None **Detected**	Typical Interior Walls	NA
1224-7-2	Plaster/Rough Coat/Cream	Intact	No	None **Detected**	Typical Interior Walls	NA
1224-7-3	Plaster/Rough Coat/Gray	Intact	No	None **Detected**	Typical Interior Walls	NA
1224-8-1	Ceramic Tile/White	Intact	No	None **Detected**	Interior Bathroom	NA
1224-8-1	Grout/White	Intact	No	None **Detected**	Interior Bathroom	NA
1224-8-1	Mortar/Gray	Intact	No	None **Detected**	Interior Bathroom	NA
1224-8-2	Ceramic Tile/White	Intact	No	None **Detected**	Interior Bathroom	NA
1224-8-2	Grout/White	Intact	No	None **Detected**	Interior Bathroom	NA
1224-8-2	Mortar/Gray	Intact	No	None **Detected**	Interior Bathroom	NA
1224-9-1	Insulation/White	Intact	No	None **Detected**	Typical Interior	NA
1224-9-2	Insulation/White	Intact	No	None **Detected**	Typical Interior	NA
1224-10-1	Caulk/White	Intact	No	None **Detected**	Typical Interior Windows	NA
1224-10-2	Caulk/White	Intact	No	None **Detected**	Typical Interior Windows	NA

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VI. ASBESTOS RECOMMENDATIONS

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM) on pipes, 160 square feet of regulated asbestos-containing materials on other facility components, or at least 35 cubic feet of facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping. If dimensions fall below these thresholds, Asbestos NESHAP regulations need not be followed for demolition and/or renovation activities.

The EPA and NESHAP recommend that a point-counting procedure be utilized for confirmation of asbestos percentage in friable materials that are visually estimated by PLM methodology to contain less than 10% asbestos. The 400 Point Count Procedure referenced in EPA 600/M4-82-020 (1987) and EPA 600/R-93/116 (1993) is commonly employed. Without the material being point counted or if point counting determined that material contains greater than one percent asbestos, it would be deemed an asbestos containing material and would need to be removed by a Florida licensed asbestos contractor prior to disturbance.

Disturbances to Asbestos Containing Materials:

- Should be performed by a Florida Licensed Asbestos Abatement Contractor

- U.S. Occupational Safety and Health Administration (OSHA) regulations apply to the disturbance of material; containing any percentage of asbestos fibers as outlined in 29 CFR 1926.1101-OSHA's Asbestos Standard for the Construction Industry. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.

- OSHA 29 CFR 1910.1001. OSHA 29 CFR 1910.1001 requires the communication of information concerning asbestos hazards. Employees engaged in work activities with installed ACM may be exposed to asbestos fibers. The owner or operator should take the necessary steps to reduce the potential for disturbance.

EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) is applicable to amounts of asbestos that contains at least 260 linear feet on pipes or at least 160 square feet on other facility components, or (ii) At least 35 cubic feet off facility components where the length or area could not be measured previously.

The EPA’s National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and the Florida Department of Environmental Protection (DEP) Asbestos program regulate the removal and disposal of asbestos-containing building materials. The Florida Department of Environmental Protection (DEP) administers an asbestos removal program under Chapter 62-257, Florida

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Administrative Code. The Asbestos NESHAP has been adopted by reference in section 62-204.800, Florida Administrative Code. The program's intent is to minimize the release of asbestos fibers during activities involving the processing, handling, and disposal of asbestos-containing material.

The regulations of these agencies require the removal of friable asbestos-containing materials prior to extensive renovation or demolition projects, and the removal of non-friable asbestos-containing materials that may be rendered friable in the course of renovation or demolition projects. Only a Florida licensed asbestos contractor using properly trained, certified, and licensed asbestos workers can perform asbestos removal projects in Florida. Air monitoring during and after abatement activities is also recommended to document the fiber levels inside and outside the abatement work area.

The asbestos NESHAP requires that an asbestos trained person be on site i.e. 40 CFR 61.145 (c) (8) states in part "no RACM shall be stripped, removed, or otherwise handled or disturbed at a facility regulated by this section unless at least one on-site representative, such as a foreman or management level person or other authorized person, trained in the provisions of this regulation and the means of complying with them is present."

DEP recommends that this "trained person" be on site when non-friable ACM is present so that developing problems can be caught early and corrected without delay. In addition, the regulations require the owner of the building and/or the operator to notify the applicable DEP District Office or Local Pollution Control Agency before any demolition, or before renovations of buildings that contain a certain threshold amount of asbestos or asbestos containing materials.

Florida requires the submission of a 10-Day Notification for all renovations and demolitions of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM), 160 square feet of regulated asbestos containing materials on other facility components, or at least 35 cubic feet off facility components. Asbestos waste requires disposal at an approved solid waste disposal facility.

Local agencies may also have specific requirements for demolition/renovation projects involving asbestos-containing building materials.

OSHA 29 CFR 1910.1001 requires the communication of information concerning asbestos hazards. Employees engaged in work activities with installed ACM may be exposed to asbestos fibers. The owner or operator should take the necessary steps to reduce the potential for disturbance.

29 CFR 1926.1101- OSHA's Asbestos Standard for the Construction Industry does apply to the abatement, renovation and/or demolition of all buildings identified with asbestos containing material. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.

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If asbestos containing materials identified within, or on, the property will be disturbed or otherwise caused to become friable within the scope of the renovation, they should be removed from the structures prior to the maneuvers taking place according to applicable regulations.

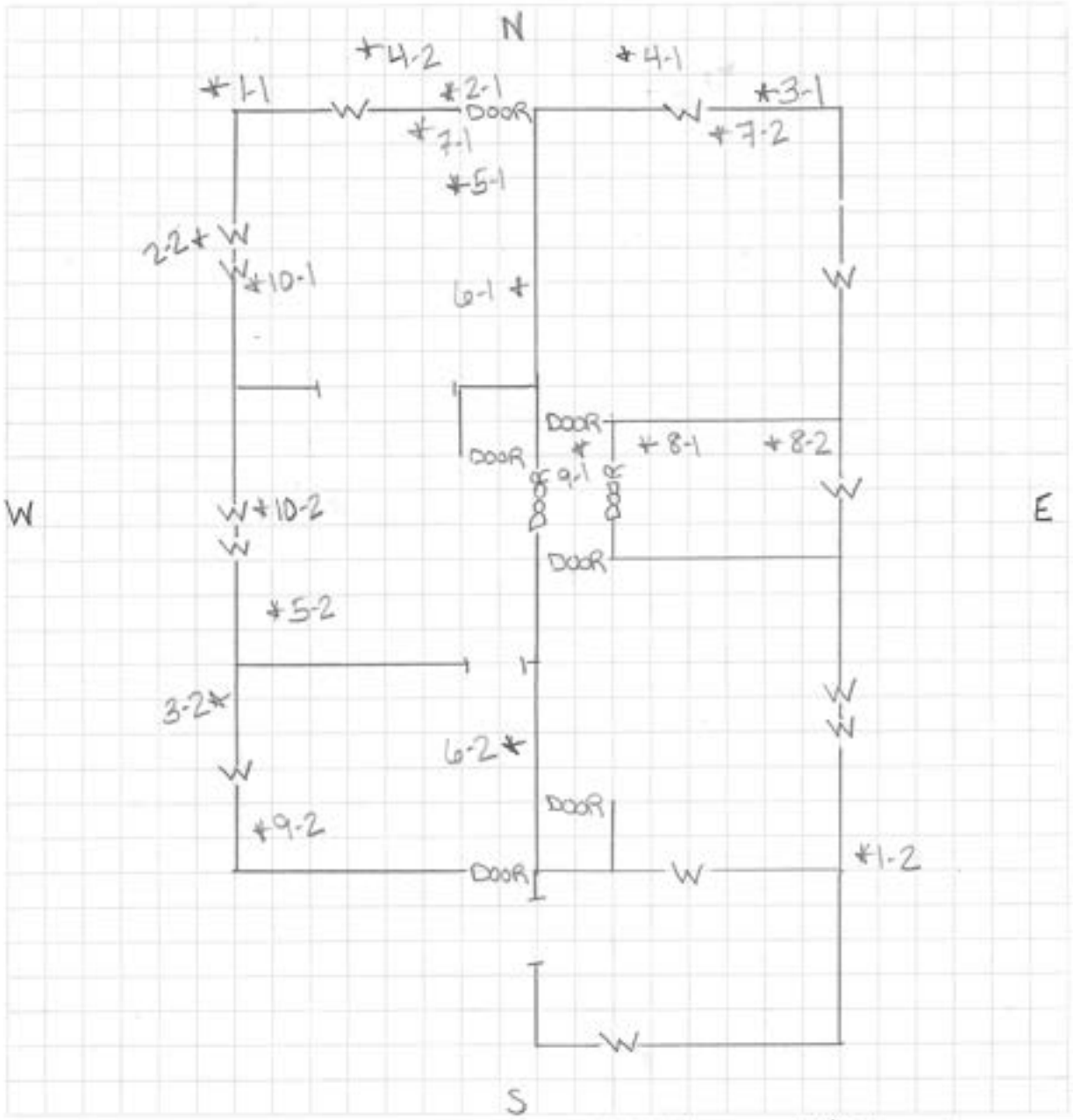
No other recommendations regarding asbestos containing materials are required at this time. In the event concealed building materials are discovered during future renovation or demolition activities, which are suspected to contain asbestos, the materials should be sampled and analyzed to confirm the presence of asbestos prior to the disturbing such materials.

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VII. SAMPLING LOCATIONS FLOOR PLAN

DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive, Winter Garden, FL 34787
407-614-4572 814-243-1927
dkenvironmental@yahoo.com

SITE PLAN



Case #_____ Address 1224 SW 2nd Street Ocala, FL 34471

Docusign Envelope ID: D1D5EF5C-1867-44D7-B16F-2315AE0B03E0

VIII. SAMPLING PHOTOGRAPHS



1224-1
Asphalt Shingle/Tar
Typical Exterior Roof



1224-2
Caulk
Typical Exterior Doors/Windows



1224-3
Concrete Block/Mortar
Typical Exterior Walls



1224-4
Concrete
Exterior Front Porch Floor



1224-5
Laminate Flooring
Typical Interior



1224-6
Drywall/Joint Compound
Typical Interior Walls

Docusign Envelope ID: D1D5EF5C-1867-44D7-B16F-2315AE0B03E0



1224-7
Plaster
Typical Interior Walls



1224-8
Ceramic Tile/Grout
Interior Bathroom



1224-9
Insulation
Typical Interior



1224-10
Caulk
Typical Interior Windows

Docusign Envelope ID: D1D5EF5C-1867-44D7-B16F-2315AE0B03E0

IX. LICENSING



Asbestos Consulting & Training Systems

This is to Certify that

Chris Ritko

XXX-XX-5510

8786 Sonoma Coast Drive, Winter Garden, FL 34787

has successfully completed an English

Asbestos Building Inspection Refresher

9-Sep-25 TO 9-Sep-25

and has completed the requisite training for TSCA

Meets state requirements of FL45-000100/CH-0006173

NDAAC Provider #451 Trainer(s): Alberto Ana

Training Address: 4241 Baymeadows Rd Ste1. Jacksonville, FL, 32217

Successful course completion based on exam score on: 09/09/25

James F. Stamp, Course Sponsor

This Certificate Expires:

9-Sep-26 09/09/26

Certificate Number: 208244

Course Number: JE2537

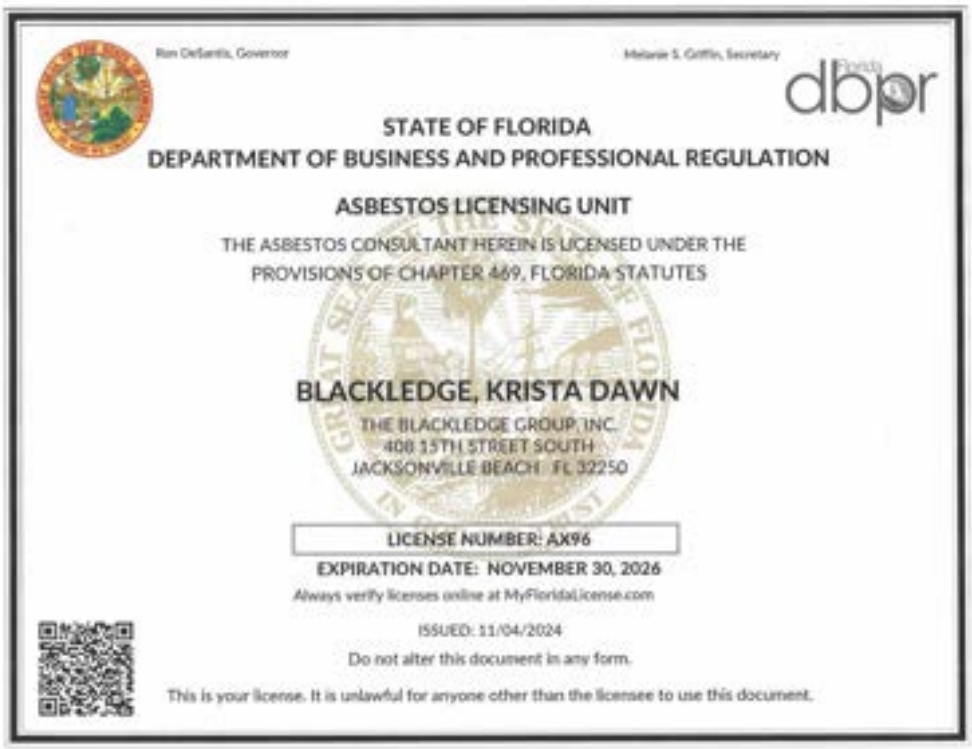
Processed By:

Seagull

To Authenticate Certificate

www.seagulltraining.com

1-800-366-9933



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS CONSULTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

BLACKLEDGE, KRISTA DAWN

THE BLACKLEDGE GROUP, INC.

408 15TH STREET SOUTH

JACKSONVILLE BEACH FL 32250

LICENSE NUMBER: AX96

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/04/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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X. GLOSSARY

Active waste disposal site: any disposal site other than an inactive site.

Adequately wet: sufficiently mix or penetrate with liquid to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material, then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wet.

Asbestos: the asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite.

Asbestos-containing waste materials: mill tailings or any waste that contains commercial asbestos and is generated by a source subject to the provisions of this subpart. This term includes filters from control devices, friable asbestos waste material, and bags or other similar packaging contaminated with commercial asbestos. As applied to demolition and renovation operations, this term also includes regulated asbestos-containing material waste and materials contaminated with asbestos including disposable equipment and clothing.

Asbestos mill: any facility engaged in converting, or in any intermediate step in converting, asbestos ore into commercial asbestos. Outside storage of asbestos material is not considered a part of the asbestos mill.

Asbestos tailings: any solid waste that contains asbestos and is a product of asbestos mining or milling operations.

Asbestos waste from control devices: any waste material that contains asbestos and is collected by a pollution control device.

Category I non-friable asbestos-containing material (ACM): asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy.

Category II non-friable ACM: any material, excluding Category I non-friable ACM, containing more than 1 percent asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Commercial asbestos: any material containing asbestos that is extracted from ore and has value because of its asbestos content.

Cutting: to penetrate with a sharp-edged instrument and includes sawing, but

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does not include shearing, slicing, or punching.

Demolition: the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.

Emergency renovation operation: a renovation operation that was not planned but results from a sudden, unexpected event that, if not immediately attended to, presents a safety or public health hazard, is necessary to protect equipment from damage, or is necessary to avoid imposing an unreasonable financial burden. This term includes operations necessitated by nonroutine failures of equipment.

Fabricating: any processing (e.g., cutting, sawing, drilling) of a manufactured product that contains commercial asbestos, with the exception of processing at temporary sites (field fabricating) for the construction or restoration of facilities. In the case of friction products, fabricating includes bonding, debonding, grinding, sawing, drilling, or other similar operations performed as part of fabricating.

Facility: any institutional, commercial, public, industrial, or residential structure, installation, or building (including any structure, installation, or building containing condominiums or individual dwelling units operated as a residential cooperative, but excluding residential buildings having four or fewer dwelling units); any ship; and any active or inactive waste disposal site. For purposes of this definition, any building, structure, or installation that contains a loft used as a dwelling is not considered a residential structure, installation, or building. Any structure, installation or building that was previously subject to this subpart is not excluded, regardless of its current use or function.

Facility component: any part of a facility including equipment.

Friable asbestos material: any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763 section 1, Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10 percent as determined by a method other than point counting by polarized light microscopy (PLM), verify the asbestos content by point counting using PLM.

Fugitive source: any source of emissions not controlled by an air pollution control device.

Glove bag: a sealed compartment with attached inner gloves used for the handling of asbestos-containing materials. Properly installed and used, glove bags provide a small work area enclosure typically used for small-scale asbestos stripping operations. Information on glove-bag installation, equipment and supplies, and work practices is contained in the Occupational Safety and Health

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Administration's (OSHA's) final rule on occupational exposure to asbestos (appendix G to 29 CFR 1926.58).

Grinding: to reduce to powder or small fragments and includes mechanical chipping or drilling.

In poor condition: the binding of the material is losing its integrity as indicated by peeling, cracking, or crumbling of the material.

Inactive waste disposal site: any disposal site or portion of it where additional asbestos-containing waste material has not been deposited within the past year.
Installation means any building or structure or any group of buildings or structures at a single demolition or renovation site that are under the control of the same owner or operator (or owner or operator under common control).

Leak-tight: solids or liquids cannot escape or spill out. It also means dust-tight.

Malfunction: any sudden and unavoidable failure of air pollution control equipment or process equipment or of a process to operate in a normal or usual manner so that emissions of asbestos are increased. Failures of equipment shall not be considered malfunctions if they are caused in any way by poor maintenance, careless operation, or any other preventable upset conditions, equipment breakdown, or process failure.

Manufacturing: the combining of commercial asbestos-or, in the case of woven friction products, the combining of textiles containing commercial asbestos-with any other material(s), including commercial asbestos, and the processing of this combination into a product. Chlorine production is considered a part of manufacturing.

Natural barrier: a natural object that effectively precludes or deters access. Natural barriers include physical obstacles such as cliffs, lakes or other large bodies of water, deep and wide ravines, and mountains. Remoteness by itself is not a natural barrier.

Non-friable asbestos-containing material: any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Nonscheduled renovation operation: a renovation operation necessitated by the routine failure of equipment, which is expected to occur within a given period based on past operating experience, but for which an exact date cannot be predicted.

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Outside air: the air outside buildings and structures, including, but not limited to, the air under a bridge or in an open air ferry dock.

Owner or operator of a demolition or renovation activity: any person who owns, leases, operates, controls, or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls, or supervises the demolition or renovation operation, or both.

Particulate asbestos material: finely divided particles of asbestos or material containing asbestos.

Planned renovation operations: a renovation operation, or a number of such operations, in which some RACM will be removed or stripped within a given period of time and that can be predicted. Individual nonscheduled operations are included if a number of such operations can be predicted to occur during a given period of time based on operating experience.

Regulated asbestos-containing material (RACM): (a) Friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

Remove: to take out RACM or facility components that contain or are covered with RACM from any facility.

Renovation: altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component. Operations in which load-supporting structural members are wrecked or taken out are demolitions.

Resilient floor covering: asbestos-containing floor tile, including asphalt and vinyl floor tile, and sheet vinyl floor covering containing more than 1 percent asbestos as determined using polarized light microscopy according to the method specified in appendix E, subpart E, 40 CFR part 763, Section 1, Polarized Light Microscopy.

Roadways: surfaces on which vehicles travel. This term includes public and private highways, roads, streets, parking areas, and driveways.

Strip: to take off RACM from any part of a facility or facility components.

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Structural member: any load-supporting member of a facility, such as beams and load supporting walls; or any nonload-supporting member, such as ceilings and nonload-supporting walls.

Visible emissions: any emissions, which are visually detectable without the aid of instruments, coming from RACM or asbestos-containing waste material, or from any asbestos milling, manufacturing, or fabricating operation. This does not include condensed, uncombined water vapor.

Waste generator: any owner or operator of a source covered by this subpart whose act or process produces asbestos-containing waste material.

Waste shipment record: the shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of asbestos-containing waste material.

Working day: Monday through Friday and includes holidays that fall on any of the days Monday through Friday.

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HAYES MICROBIAL CONSULTING

#25050136

Analysis Report prepared for

DK Environmental & Construction Services, Inc.

8786 Sonoma Coast Drive
Winter Garden, FL 34787

Phone: **(814) 243-1927**

1224 SW 2nd Street
Ocala, FL 34471

Collected: **October 6, 2025**
Received: **October 9, 2025**
Reported: **October 10, 2025**

We would like to thank you for trusting Hayes Microbial for your analytical needs!
We received 21 samples by UPS in good condition for this project on October 9th, 2025.

The results in this analysis pertain only to this job, collected on the stated date, and should not be used in the interpretation of any other job. Information supplied by the customer can affect the validity of results. These results apply only to the samples as received. This report may not be duplicated, except in full, without the written consent of Hayes Microbial Consulting, LLC.

All information provided to Hayes Microbial is confidential information relating to our customers and their clients. We will not disclose, copy, or distribute any information verbally or written, except to those designated by the customer(s). We take confidentiality very seriously. No changes to the distribution list will be made without the express consent of the customer.

This laboratory bears no responsibility for sample collection activities, analytical method limitations, or your use of the test results. Interpretation and use of test results are your responsibility. Any reference to health effects or interpretation of mold levels is strictly the opinion of Hayes Microbial. In no event, shall Hayes Microbial or any of its employees be liable for lost profits or any special, incidental or consequential damages arising out of the use of these test results.

Steve Hayes, BSMT(ASCP)
Laboratory Director
Hayes Microbial Consulting, LLC.

EPA Laboratory ID: VA01419

DPH License: #PH-0198

Docusign Envelope ID: D1D5EF5C-1867-44D7-B16F-2315AE0B03E0

Chris Ritko, MRSA2640
DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive
Winter Garden, FL 34787
(814) 243-1927

Exhibit C - Asbestos Survey Report

1234 SW 10th Street
Ocala, FL 34471

#25050136

CONTRACT # GRM/260189

Asbestos PLM Bulk

EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
1	1224-1-1 - Asphalt Shingles / Tar / Typical Exterior Roof	Heterogenous / Shingle / Black	85%	15% Fiberglass	**None Detected**
		Homogenous / Tar / Black	100%		**None Detected**
2	1224-1-2 - Asphalt Shingles / Tar / Typical Exterior Roof	Heterogenous / Shingle / Black	85%	15% Fiberglass	**None Detected**
		Homogenous / Tar / Black	100%		**None Detected**
3	1224-2-1 - Caulk / Typical Exterior Doors / Windows	Homogenous / Caulk / White	100%		**None Detected**
4	1224-2-2 - Caulk / Typical Exterior Doors / Windows	Homogenous / Caulk / White	100%		**None Detected**
5	1224-3-1 - Concrete Block / Mortar / Typical Exterior Walls	Heterogenous / Cementitious / Gray	100%		**None Detected**
6	1224-3-2 - Concrete Block / Mortar / Typical Exterior Walls	Heterogenous / Cementitious / Gray	100%		**None Detected**
7	1224-4-1 - Concrete / Exterior Front Porch Floor	Heterogenous / Cementitious / Gray	100%		**None Detected**
8	1224-4-2 - Concrete / Exterior Front Porch Floor	Heterogenous / Cementitious / Gray	100%		**None Detected**
9	1224-5-1 - Laminate Flooring / Flooring / Typical Interior	Heterogenous / Linoleum / Brown	100%		**None Detected**

Collected: **Oct 6, 2025** Received: **Oct 9, 2025** Reported: **Oct 10, 2025**

HAYES MICROBIAL CONSULTING

Project Analyst: Megan Audia, Megan Audia Date: 10 - 09 - 2025

Reviewed By: Brian Keith, Date: 10 - 10 - 2025

3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112 (804) 562-3435 contact@hayesmicrobial.com

Docusign Envelope ID: D1D5EF5C-1867-44D7-B16F-2315AE0B03E0

Chris Ritko, MRSA2640
DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive
Winter Garden, FL 34787
(814) 243-1927

Exhibit C Asbestos Survey Report
1234 SW Asbestos Street
Ocala, FL 34471

#25050136
CONTRACT # GRM/260189

Asbestos PLM Bulk
EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
10	1224-5-2 - Laminate Flooring / Flooring / Typical Interior	Heterogenous / Linoleum / Brown	100%		**None Detected**
11	1224-6-1 - Drywall / Joint Compound / Typical Interior Walls	Homogenous / Joint Compound / White	100%		**None Detected**
		Heterogenous / Drywall / White	95%	5% Cellulose Fibers	**None Detected**
12	1224-6-2 - Drywall / Joint Compound / Typical Interior Walls	Homogenous / Joint Compound / White	100%		**None Detected**
		Heterogenous / Drywall / White	95%	5% Cellulose Fibers	**None Detected**
13	1224-7-1 - Plaster / Typical Interior Walls	Heterogenous / Rough Coat / Cream	100%		**None Detected**
14	1224-7-2 - Plaster / Typical Interior Walls	Heterogenous / Rough Coat / Cream	100%		**None Detected**
15	1224-7-3 - Plaster / Typical Interior Walls	Heterogenous / Rough Coat / Gray	100%		**None Detected**
16	1224-8-1 - Ceramic Tile / Grout / Interior Bathroom	Heterogenous / Ceramic Tile / White	100%		**None Detected**
		Homogenous / Grout / White	100%		**None Detected**
		Heterogenous / Mortar / Gray	100%		**None Detected**

Collected: **Oct 6, 2025** Received: **Oct 9, 2025** Reported: **Oct 10, 2025**

Project Analyst: Megan Audia, Megan Audia Date: 10 - 09 - 2025

Reviewed By: Brian Keith, Date: 10 - 10 - 2025

HAYES MICROBIAL CONSULTING
3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112 (804) 562-3435 contact@hayesmicrobial.com

Docusign Envelope ID: D1D5EF5C-1867-44D7-B16F-2315AE0B03E0

Chris Ritko, MRSA2640
DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive
Winter Garden, FL 34787
(814) 243-1927

Exhibit C - Asbestos Survey Report
1234 SW 10th Street
Ocala, FL 34471

#25050136
CONTRACT # GRM/260189

Asbestos PLM Bulk
EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
17	1224-8-2 - Ceramic Tile / Grout / Interior Bathroom	Heterogenous / Ceramic Tile / White	100%		**None Detected**
		Homogenous / Grout / White	100%		**None Detected**
		Heterogenous / Mortar / Gray	100%		**None Detected**
18	1224-9-1 - Insulation / Typical / Interior	Homogenous / Insulation / White	2%	98% Mineral/Glass wool	**None Detected**
19	1224-9-2 - Insulation / Typical / Interior	Homogenous / Insulation / White	2%	98% Mineral/Glass wool	**None Detected**
20	1224-10-1 - Caulk / Typical / Interior Windows	Homogenous / Caulk / White	100%		**None Detected**
21	1224-10-2 - Caulk / Typical / Interior Windows	Homogenous / Caulk / White	100%		**None Detected**

Docusign Envelope ID: D1D5EF5C-1867-44D7-B16F-2315AE0B03E0

Chris Ritko, MRSA2040
DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive
Winter Garden, FL 34787
(814) 243-1927

Exhibit C - Asbestos Survey Report
1324 SW 22nd Street
Ocala, FL 34471

CONTRACT # GRM/260189

#25050136

Asbestos Analysis Information

Analysis Details	All samples were received in acceptable condition unless otherwise noted on the report. This report must not be used by the client to claim product certification, approval, or endorsement by AIHA, NIST, NVLAP, NY ELAP, or any agency. The results relate only to the items tested. Hayes Microbial Consulting reserves the right to dispose of all samples after a period of 60 days in compliance with state and federal guidelines.
PLM Analysis	All Polarized Light Microscopy (PLM) results include an inherent uncertainty of measurement associated with estimating percentages by PLM. Materials with interfering matrix, low asbestos content, or small fiber size may require additional analysis via TEM Analysis.
TEM Analysis	Analysis by TEM is capable of providing positive identification of asbestos type(s) and semi-quantitation of asbestos content.
Definitions	'None Detected' - Below the detected reporting limit of 1% unless point counting is performed, then the detected reporting limit is .25%.
New York ELAP	Per NY ELAP198.6 (NOB), TEM is the only reliable method to declare an NOB material as Non-Asbestos Containing. Any NY ELAP samples that are subcontracted to another laboratory will display the name and ELAP Lab Identification number in the report page heading of those samples. The original report provided to Hayes Microbial Consulting is available upon request.

Docusign Envelope ID: D1D5EF5C-1867-44D7-B16F-2315AE0B03E0

DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive
Winter Garden, FL 34787
407-614-4572
814-243-1927
dkenvironmental@yahoo.com

Chain of Custody

N
SHIP: UPS - SD
DATE: 10-09-2025
1415 1039 5854 593

ASBESTOS
25050136

Job Number:	Job Name: 1224 SW 2ND STREET OCALA, FL 34471	Collector:	Email: dkenvironmental@yahoo.com
Date Collected: 10/06/25		Notes: **STOP AT FIRST POSITIVE (IF APPLICABLE)**	
Mobile:			

Sample #	Sample Name	Analysis Type	Volume	TAT	Notes
1224-1-(1-2)	ASPHALT SHINGLES/TAR/TYPICAL EXTERIOR ROOF	PLM		1 DAY	
1224-2-(1-2)	CAULK/TYPICAL EXTERIOR DOORS/WINDOWS				
1224-3-(1-2)	CONCRETE BLOCK/MORTAR/TYPICAL EXTERIOR WALLS				
1224-4-(1-2)	CONCRETE/EXTERIOR FRONT PORCH ~~FLOOR~~ FLOOR				
1224-5-(1-2)	LAMINATE FLOORING/TYPICAL INTERIOR				
1224-6-(1-2)	DRYWALL/JOINT COMPOUND/TYPICAL INTERIOR WALLS				
1224-7-(1-3)	PLASTER/TYPICAL INTERIOR WALLS				
1224-8-(1-2)	CERAMIC TILE/GROUT/INTERIOR BATHROOM				
1224-9-(1-2)	INSULATION/TYPICAL INTERIOR				
1224-10-(1-2)	CAULK/TYPICAL INTERIOR WINDOWS				

21

Analysis Type		Description	TAT	Sample Types
Spore Trap	S	Identification & Enumeration of Fungal Spores	24 Hour	Spore Trap cassettes, Impact slides
	S+	I & E of Fungal Spores + total dander, fiber and pollen count	24 Hour	Spore Trap cassettes, Impact slides
Direct ID	D	ID and Semi-quantative enumeration of spores and mycelium	24 Hour	Tape, Bio-Tape, Swab, Bulk, Agar Plate for ID only
	D+	ID and Enumeration with spores count	24 Hour	Tape, Bio-Tape, Swab, Bulk, Agar Plate for ID only
Culture	C1	Identification & Enumeration of Mold only	7 Day	Anderson Air Plate, Swab, Bulk
	C2	Identification & Enumeration of Bacteria only	4 Day	Anderson Air Plate, Swab, Bulk
	C3	Identification & Enumeration of Mold and Bacteria	7 Day	Anderson Air Plate, Swab, Bulk
	C5	Coliform Screen for Sewage Bacteria	2 Day	Anderson Air Plate, Swab, Bulk
Dust Mite	A1	Semi-quantative analysis of dust mite allergen	24 Hour	Bulk Dust
Particle	P	Total Particulate Analysis	24 Hour	Spore Trap cassettes, Impact slides, Bio-Tape

Relinquished by:	Date: 10/06/25	Rcvd By: MBA	Date: 10/9/25	Time:

Certificate Of Completion

Envelope Id: D1D5EF5C-1867-44D7-B16F-2315AE0B03E0 Status: Completed

Subject: SIGNATURE - AGREEMENT FOR DEMOLITION AND REMOVAL OF STRUCTURE AT 1224 SW 2ND STREET (GRM/260189)

Source Envelope:

Document Pages: 47 Signatures: 4 Envelope Originator:

Certificate Pages: 5 Initials: 0 Amber Bartleson

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abartleson@ocalafl.gov

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Signer Events	Signature	Timestamp
David Gil info@magnificentdevelopment.com OWNER Security Level: Email, Account Authentication (None)	Signed by: David Gil 9C368EC514A843E... Signature Adoption: Pre-selected Style Using IP Address: 2603:9000:8e00:226e:e1fa:9a09:db57:c5d	Sent: 1/12/2026 10:45:07 AM Viewed: 1/20/2026 9:41:43 AM Signed: 1/20/2026 10:18:51 AM
Electronic Record and Signature Disclosure: Accepted: 1/20/2026 9:41:43 AM ID: ecd160ca-8068-46d3-b1e5-6b9c541cb980		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/20/2026 10:18:53 AM Viewed: 1/27/2026 3:13:32 PM Signed: 1/28/2026 11:07:56 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/28/2026 11:07:58 AM Viewed: 2/2/2026 2:05:22 PM Signed: 2/2/2026 2:05:42 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/2/2026 2:05:43 PM Viewed: 2/2/2026 2:06:23 PM Signed: 2/2/2026 2:06:52 PM

Signer Events	Signature	Timestamp

Electronic Record and Signature Disclosure:
Accepted: 2/2/2026 2:06:23 PM
ID: 5357ed02-3902-4bab-a63b-f2c23fb69f79

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/12/2026 10:45:07 AM
Certified Delivered	Security Checked	2/2/2026 2:06:23 PM
Signing Complete	Security Checked	2/2/2026 2:06:52 PM
Completed	Security Checked	2/2/2026 2:06:52 PM

Payment Events	Status	Timestamps

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.

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Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO.: 1
Contract No.: 78181701-21-NASPO-ACS
Contract Name: Fuel Card Services

This Contract Amendment No. 1 ("Amendment") to Contract No. **78181701-21-NASPO-ACS** ("Term Contract") is made by the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and **WEX Bank** ("Contractor"), with its principal place of business located at 1 Hancock Street, Portland, Maine 04101; collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Term Contract, which became effective on April 6, 2021, for the provision of Fuel Card Services;

WHEREAS the Master Contract was amended on April 1, 2024;

WHEREAS the Master Contract was extended for a period of two years with a new Master Contract expiration date of December 31, 2027;

WHEREAS the Parties agree to renew the Term Contract as provided for in Exhibit B, Special Contract Conditions, subsection 2.2 Renewal, and;

WHEREAS the Parties agreed that the Term Contract may be amended by mutual agreement as provided in Exhibit B, Special Contract Conditions, subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Term Contract documents, the Parties agree as follows:

I. Contract Amendment.
All references to Contract contained within the previously executed Contract documents are hereby amended to refer to the underlying agreement as "Term Contract."

Term Contract Exhibit A, Additional Special Contract Conditions, is hereby deleted and replaced in its entirety with the attached Exhibit A, Additional Terms and Conditions to the Enterprise Contract, which is incorporated into the Term Contract by reference herein. All references to Exhibit A, Additional Special Contract Conditions in the Term Contract are hereby amended to read as Exhibit A, Additional Terms and Conditions to the Enterprise Contract.

Term Contract Exhibit B, Special Contract Conditions, is hereby deleted and replaced in its entirety with the attached Exhibit B, Enterprise Standard Terms and Conditions, which is incorporated into the Term Contract by reference herein.

II. Contract Renewal. The Term Contract is renewed for a period of two years pursuant to the same terms and conditions of the Term Contract and any executed written amendments, with a new Term Contract expiration date of December 31, 2027**.**

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO.: 1
Contract No.: 78181701-21-NASPO-ACS
Contract Name: Fuel Card Services

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Term Contract, the terms of this Amendment shall control.

IV. Effect. The terms and conditions of the Term Contract are incorporated by reference as if fully re-written herein. The terms and conditions of the Term Contract not amended herein will remain in full effect. This Amendment is effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by the undersigned duly authorized representatives.

State of Florida:
Department of Management Services

DocuSigned by:
By: Tom Berger
4810BB6123514E1...

Name: Tom Berger
Title: Interim Secretary
Date: 12/29/2025 | 10:42 AM EST

Contractor:
WEX Bank

Signed by:
By: Jason Price
EE6EEC720DFF478...

Name: Jason Price
Title: President
Date: 12/24/2025

DS

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Department of
MANAGEMENT
SERVICES
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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS TO THE ENTERPRISE CONTRACT

The following subsections are added to the Enterprise Standard Terms and Conditions:

SECTION 18: PUNCHOUT CATALOG AND ELECTRONIC INVOICING.

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

The punchout catalog enables Florida buyers to "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

SECTION 19: FINANCIAL CONSEQUENCES

Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer may impose additional Financial Consequences beyond those stated herein to apply to that Customer's purchase. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Term Contract termination, or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

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Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 60th calendar day after the close of each State fiscal quarter	$250 per day late

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

Enterprise Standard Terms and Conditions revisions:

The corresponding subsections of the Enterprise Standard Terms and Conditions referenced below are hereby deleted in their entirety:

SECTION 3.2.3: WAIVER
SECTION 6.1: PRICING
SECTION 6.2: BEST PRICING OFFER
SECTION 6.3: PRICING DECREASES
SECTION 6.3.3: EQUITABLE ADJUSTMENT
SECTION 6.5: TRANSACTION FEES
SECTION 7.5: FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY
SECTION 10.7: INDEMNIFICATIONSECTION
SECTION 14.2.4: MFMP TRANSACTION FEE REPORTS
SECTION 14.4: PERFORMANCE DEFICIANCIES

The corresponding subsections of the Enterprise Standard Terms and Conditions referenced below are hereby replaced in their entirety:

SECTION 4.2.1: SUSPENSION OF WORK

The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice of no fewer than 30 days outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

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SECTION 6.4: PURCHASE PREREQUISITES

The contractor must ensure that entities receiving payment directly from customers under this Term Contract have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com)
- Have a current W-9 filed with the Florida Department of Financial Serviced (https://flvendor.myfloridacfo.com)

SECTION 7.1: WARRANTY OF ABILITY TO PERFORM

Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists.

SECTION 7.3: ASSIGNMENT

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract upon prior written notice to Contractor of its intent to do so.

SECTION 7.4.1: SUBCONTRACTORS

The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

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SECTION 10.1: DISPUTE RESOLUTION

In the event there is a dispute concerning performance of the Contract, except for disputed transactions, the parties shall discuss and seek to arrive at a resolution in good faith. In the event the parties are unable to arrive at a resolution, then the Department's designated Contract Manager shall reduce State's decision as to such dispute to writing and serve a copy on the Contractor. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

SECTION 12.3: PUBLIC RECORDS REQUIREMENTS PURSUANT TO SECTION 119.0701, F.S.

Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

ii. Upon request from the Department's custodian of public records, provide the Department 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.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Subject to any retention of data required by applicable taxing authorities. If the Contractor keeps and maintains public records upon completion of the Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF

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PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

SECTION 13: DATA SECURITY

Contractor hereby represents, warrants and covenants that it shall cause and ensure that all measures set forth in Section 9.6 and Exhibit G, Section 7 of the Master Agreement be provided and delivered to the State, and all representations, warranties and covenants made in such sections are hereby also made to State.

SECTION 14.2.1 TERM CONTRACT QUARTERLY SALES REPORTS

The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 60 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

SECTION 14.2.2: CERTIFIED AND MINORITY BUSINESS ENTERPRISES

Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, and minority code of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

SECTION 14.2.3: AD HOC SALES REPORTS

The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these mutually agreed upon documents and reports in the format acceptable to the Department and within the timeframe specified by the Department and the Contractor.

SECTION 14.5: INSPECTION

14.5.1 Statutory Inspection Rights. If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the

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Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.
Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.2 Inspection Compliance. The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 16: CONFIDENTIALITY

The Contractor shall not divulge to third parties any materials marked by Customer as "confidential information" obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Term Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor hereby represents, warrants and covenants that it shall cause and ensure that all measures set forth in Section 9.6 and Exhibit G, Section 7 of the Master Agreement be provided and delivered to the State, and all representations, warranties and covenants made in such sections are hereby also made to State. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

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Exhibit B

Department of
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ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

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SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

"Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

"Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S.").

"Contractor" means the person or entity that is a party to the Term Contract and is offering Products for purchase.

"Customer" means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C."), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

"Department" means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

"Enterprise Alternate Contract Source" means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

"Product" means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

"State" means the State of Florida

"State Term Contract" means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

"Term Contract" means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto**.** The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 Amendment. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

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Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 **Notices.** Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department’s Contract Manager and the Department shall deliver all notices to the Contractor’s Contract Manager.

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3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 **Suspension of Work and Termination.**

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

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the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

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4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C.**,** and linked here http://www.flrules.org/Gateway/reference.asp?No=Ref-16731, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

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5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order**,** as defined in Rule 60A-1.001, F.A.C**.**

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

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6.5 **Transaction Fees.** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

6.6 **Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

7.1 **Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

7.2 **Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

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7.3 **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 **Employees, Subcontractors, and Agents.**

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

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Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 Department's Contract Manager. The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

8.2 Contractor's Contract Manager. The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

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U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

(a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

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Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

(c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 Governing Law and Venue. The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.

10.7 Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

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subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

11.1 Department of State Registration. Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

11.2 Time is of the Essence. Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

11.3 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

12.1 General Record Management and Retention. The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

12.2 Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

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In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

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Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

12.3 **Public Records Requirements Pursuant to Section 119.0701, F.S.** Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

ii. Upon request from the Department's custodian of public records, provide the Department 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.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

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12.5 Intellectual Property.

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 Performance Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times,

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upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 Contract Reporting. The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 Business Review Meetings. Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

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- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

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1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

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SECTION 17. SUPPLIER DEVELOPMENT.

17.1 **Office of Supplier Development.** The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

17.2 **Reporting Certified Business Enterprises.** Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

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AGREEMENT FOR THIRD PARTY LIABILITY/WORKERS' COMPENSATION CLAIMS ADMINISTRATION SERVICES

THIS AGREEMENT FOR THIRD PARTY LIABILITY/WORKERS' COMPENSATION CLAIMS ADMINISTRATION SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PMA MANAGEMENT CORP.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 23-2652239) (hereinafter referred to as "Third-Party Administrator," "TPA," or "Contractor").

WHEREAS, on December 19, 2022, City issued a Request for Proposal ("RFP") for the provision of third-party liability and workers' compensation claims administration services to the City of Ocala's Risk Management Department, RFP No.: RSK/230094 (the "Solicitation"); and

WHEREAS, three (3) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the proposal submitted by PMA Management Corp., was found to be the highest ranked proposal as scored by the City; and

WHEREAS, PMA Management Corp., represents that it has the professional experience and expertise required to provide the necessary third-party liability and workers' compensation claims administration services to the City's Risk Management Department and is willing to do so pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and TPA agree as follows:

1. **RECITALS**. City and TPA hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and TPA shall only include: (a) this Agreement; and (b) those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-13)

      Exhibit B: Proposal – PMA Management Corp. (B-1 through B-32)

   If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, and then (2) Exhibit B.

3. **SERVICES.** TPA shall provide all materials, labor, supervision, tools, accessories, and equipment necessary for TPA to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and **Exhibit B – Proposal**. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.

   A. **Staffing Requirements**. TPA shall provide the City with off-site workers' compensation claims adjusting and administration services for medical only and lost-time claims. In addition to off-site workers' compensation claims adjusting and administration services, TPA shall provide at least one (1) full-time experienced General Liability and Automobile Liability

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adjuster to work in the City's Risk Management offices Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. (excluding holidays). TPA shall also provide a part-time experienced adjuster that may work remotely and must provide dedicated claims adjusting 24-hours a day, three (3) days per week. City reserves the right to request the replacement of the adjusters appointed by TPA to service the City under this Agreement.

B. **Disclosure of Vendor Relationships**. City requires full and total transparency with its vendor relationships. Therefore, any commission, service fee or other form of remuneration paid to any agent, broker, lobbyist or third party must have been identified in TPA's proposal for these services. This obligation shall continue throughout the term of this Agreement.

4. **COMPENSATION.** City shall pay TPA an amount not to exceed the sum of **EIGHT HUNDRED TWO THOUSAND, TWO HUNDRED THIRTY-NINE AND NO/100 DOLLARS ($802,239)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory provision of services over the initial contract term in accordance with the Contract Documents, in addition to the other fees set forth in the Exhibit A – Other Service Fee Schedule attached to Exhibit B of this Agreement. The Contract Sum shall be payable to TPA in quarterly installments in the amount of **SIXTY-SIX THOUSAND, EIGHT HUNDRED FIFTY-THREE AND 25/100 DOLLARS ($66,853.25)**.

A. **Pricing**. The Contract Sum shall be payable to TPA in accordance with the Pricing and Fee Schedule set forth in the Pricing Proposal submitted by TPA in response to the City's solicitation for these Services. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.

B. **Commissions and Fees.** The Contract Sum together with the other fees set forth in the *Exhibit A – Other Service Fee Schedule* attached to Exhibit B of this Agreement shall serve as full and complete compensation for TPA's professional services as outlined in **Exhibit A - Scope of Work** and/or **Exhibit B - Proposal**.

(1) No additional compensation shall be due or payable to TPA or any other third-party for the services provided by TPA under this Agreement.

(2) The flat fee paid by the City must be the only remuneration to the Proposer for services provided to the City. Proposer must receive no revenue for these services from subcontractors.

(3) **Failure by TPA to disclose subcontractor compensation agreements or understandings to City in advance shall constitute material breach and service as grounds for termination of this Agreement.**

C. **Invoice Submission**. TPA shall submit invoices to City on a quarterly basis for services rendered and said invoices shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Original invoices shall be submitted through the responsible City Project Manager at: **City of Ocala Risk Management Department, Attn: Richard Dennis, E-Mail: rdennis@ocalafl.org ; Telephone: (352)401-3989**.

D. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

E. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by TPA; (ii) is inadequate or defective

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and has not been remedied or resolved in a manner reasonably satisfactory to the City Project Manager; or (iii) which fails to materially comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to TPA within **THIRTY (30)** calendar days of the TPA's remedy or resolution of the inadequacy or defect.

F. **Excess Funds**. If due to mistake or any other reason TPA receives payment under this Agreement in excess of what is provided for by the Agreement, TPA shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of TPA's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate allowed by law.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. TPA shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will TPA be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **EFFECTIVE DATE AND TERM**. This Agreement shall become effective and commence on **APRIL 1, 2023** and continue in effect through and including **MARCH 30, 2026** (the "Initial Contract Term"). This Agreement may be renewed for **ONE (1)** additional **THREE-YEAR (3-year)** period by written consent between City and TPA.

6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution.

   C. TPA performance shall be extended for a number of days equal to the duration of the force majeure. TPA shall be entitled to an extension of time only and, in no event, shall TPA be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **RULES AND REGULATIONS**. TPA shall be responsible for complying with all rules and regulations promulgated by the various agencies prescribing practices and procedures of self-insurer service companies. TPA agrees to reimburse the City for any fines, penalties, or assessments leveraged against the City by the State of Florida, or other regulatory agency, for

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failure to comply with such rules and regulations, to include those related to any reporting associated with TPA's performance or any other responsibility of TPA.

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of Notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination**. This Agreement may be terminated:

      a. by mutual agreement of the parties;

      b. by TPA if City is in default in payment of any fees or expenses due hereunder or fails to maintain the requisite claim funding levels as required herein and TPA has given City prior written notice of such default five days prior to the date set for termination;

      c. by the non-breaching party if the other party breaches (other than a monetary breach) under any of the terms, covenants and conditions hereunder and the non-breaching party has given the breaching party prior written notice of such breach 20 days prior to the date set for termination and the breaching party has failed to cure such breach prior to the termination date;

      d. by one party if the other party becomes insolvent or bankrupt, is placed into receivership, makes an assignment for the benefit of creditors, or is levied upon or sold by Sheriff's sale; or

      e. by TPA or City if TPA fails to obtain any required state or federal licensing for providing services hereunder.

   B. **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 TPA without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

   C. **Termination for Convenience**. Each party reserves the right to terminate this Agreement in for convenience without penalty or recourse upon not less than thirty (30) days prior written notice to the other party. Upon receipt of the notice, TPA 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. TPA 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 TPA as permitted under this Agreement and approved by City.

9. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate TPA's performance. Any such evaluation will become public record.

10. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason (other than termination of this Agreement in accordance with its terms), shall be subject to future

bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

11. **TPA REPRESENTATIONS**. TPA expressly represents that:

    A. TPA has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by TPA under this Agreement.

    B. TPA has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by TPA in the Contract Documents, and that the City's written resolution of same is acceptable to TPA.

    C. TPA is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

    D. **Public Entity Crimes.** Neither TPA, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. TPA understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" TPA further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12. **TPA RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the TPA:

    A. TPA shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

    B. TPA shall be solely responsible for the means, methods, techniques, sequences, or procedures, and safety precautions or programs incident thereto.

    C. TPA shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

    D. TPA shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

E. Except as expressly provided herein, TPA shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as TPA and City may otherwise agree in writing.

13. **CITY RESPONSIBILITIES.**

A. City shall timely produce complete and accurate information including, but not limited to, current financial information, statements of values, loss information, and any other information necessary for the effectuation of insurance coverage at the request of the TPA.

B. City will provide TPA with a notice of any material changes in the City's business operations, risk exposures, or in any other material information provided under the Scope of Work. In addition, TPA shall confirm the accuracy and recommend any changes to insurance policies issued to City.

14. **EXCESS REPORTING.** TPA will report to City's excess insurance carrier or carriers ("**Carrier(s)**") all claims serviced by TPA which meet City's excess insurance reporting requirements, subject to the following requirements:

A. City shall promptly provide TPA with copies of all applicable excess policies and contact information, as well as amended or modified policies, endorsements, and any excess claim reporting thresholds or standards agreed by the City and Carrier(s).

B. City shall direct Carrier(s) to promptly provide TPA with copies of all claim notice confirmations, claim reports, and any similar reports provided by Carrier(s) to City.

C. City shall promptly provide claim data for conversion to TPA's computer system for purposes of determining historical loss information.

D. City's failure to meet the requirements set forth above shall relieve TPA of its obligation to report excess claims to Carrier(s). TPA shall not be obligated to report any claims not serviced by TPA.

E. TPA will attempt to collect non-aggregate excess claim recoveries on behalf of the City for a period of 180 days (from the date of the initial request), after which TPA will turn over pursuit of the outstanding balance to the City for the reimbursable funds and possess no further collection obligations or responsibilities for that outstanding balance.

15. **SECTION 111 REPORTING.** City understands and acknowledges that it is a Responsible Reporting Entity ("RRE") as defined by the Centers for Medicare and Medicaid Services ("CMS"), and is responsible for the reporting requirements as set forth in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.

A. City authorizes TPA or TPA's designee to undertake City's Section 111 reporting requirements as City's Account Manager/Reporting Agent as it relates to City's Qualified Claims. City further agrees to fully cooperate with TPA, including the execution of any documents necessary for such authorization.

B. TPA shall not provide any Section 111 reporting services for City's Record Only Claims

C. TPA shall not undertake Section 111 reporting activities for City's claims which were converted from City's prior TPA to TPA but were never serviced by TPA

D. City acknowledges and agrees to provide TPA with complete, accurate, and timely data, as well as completed CMS documentation, for Section 111 reporting purposes.

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E. Upon receipt of complete, accurate claim data, TPA shall commence reporting of City's data to CMS, and shall continue for as long as TPA provides claims handling services for City's Qualified Claims.

F. TPA shall have no liability for any failure of (i) City to register as a RRE; (ii) City to execute any documents necessary to authorize TPA or TPA's designee as its Account Manager/Reporting Agent; or (iii) City or its prior TPA to report City's claims when they were first required to do so.

16. **FUNDING.**

A. TPA will maintain a non-interest-bearing checking account in TPA's name ("**Payment Account**") with TPA's bank, which is to be funded by City but which TPA will administer for the purposes of paying Qualified Claims and ALAE, in accordance with the procedures set forth in this Section. TPA will provide City with a monthly schedule ("**Payment Register**") outlining all claim payments, ALAE, and correction items funded by TPA and will contain the name of the payee, date of payment, amount of payment, and claim number for all transactions occurring during the prior month.

B. The Payment Account will initially be funded by City in the amount equal to three months estimated claims payments and ALAE, which amount may be revised at TPA's discretion at any time based upon actual claims and expense payment history. Within 15 calendar days of the receipt of the Payment Register and statement, City shall reimburse TPA for the total amount of payments made, which reimbursement shall replenish the Payment Account to its required balance. If at any time the Payment Account balance is depleted by 75% or more during any given month, TPA shall provide written notice of such depletion to City, and City shall replenish the balance within two business days of receipt of notice.

C. TPA is not obligated to pay any claims or expenses on behalf of City unless the required funds are made available by City to TPA to do so. Should TPA advance funding on the part of City, then City shall immediately reimburse TPA or TPA will stop providing services, including ceasing to pay claims and expenses, until full reimbursement has been received and any related TPA bank charges, fees, or penalties have been paid by City. TPA shall have no liability to City for any penalties, fines or assessments incurred due to City's failure to maintain sufficient funds in the Payment Account or TPA's election to stop performing services as a result thereof. Should City fail at any time to maintain the required funding after receiving notification from TPA, TPA will stop providing all services, including ceasing to pay claims and expenses, until such funding has been restored and any related TPA bank charges, fees, or penalties have been paid by City.

17. **RISK MANAGEMENT INFORMATION SYSTEM(RMIS).** City will have access to TPA's RMIS for up to three users, provided City agrees to the terms and conditions of the License Agreement when first accessing TPA's RMIS.

A. TPA warrants TPA's RMIS against malfunctions, errors, or loss of data which are due solely to errors on its part. If City notifies TPA in writing and furnishes adequate documentation of any such malfunction, error, or loss of data, then:

(1) in the event of a malfunction, error, or loss of data, upon notice from City within 20 days of the event, TPA will recreate the reports designated by City without an additional fee, using data as of the recreation date.

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(2) the maximum and only liability of TPA for such malfunction, error or loss of data shall be its obligation to recreate reports or regenerate data as described above.

B. THE WARRANTIES STATED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TPA BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS, OR GOODWILL OR OTHER DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SECTION, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, EVEN IF TPA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

C. City shall adhere to state and federal law with regard to protecting the privacy of any claimant whose information may appear in TPA's RMIS. City agrees to use all available security features and to notify TPA promptly of all potential and actual breaches of the system.

D. City agrees that no information in TPA's RMIS will be used as a pretext for retaliatory or other illegal or unfair discriminatory employment practices in violation of any federal or state statute or regulation.

E. City agrees to limit access to TPA's RMIS to those persons who perform the essential functions of claim and risk management, including protecting security access passwords and communications, except that this provision is not intended to limit City from generating and using reports and statistics for legitimate business purposes.

F. Unless otherwise stated, City's access to TPA's RMIS will end upon termination of the Agreement.

18. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with TPA or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources. The City is not obligated to procure any insurance or to use Agent for insurance it might wish to procure; the City may do so independently at any time with no notice.

19. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

20. **GENERAL LIABILITY INSURANCE.** TPA shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.

C. Policy must include coverage for contractual liability and independent contractors.

D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

21. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver**.

22. **PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS INSURANCE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing - until the fifth anniversary of the expiration of this Agreement - professional liability or errors and omissions insurance coverage for wrongful acts in an amount not less than One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) aggregate, exclusive of defense costs. It is recognized that this type of insurance is only available on a claims-made basis and additional insured endorsements are not available.

23. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Consultant's insurance coverage, excluding professional liability, shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Consultant shall not be interpreted as limiting Consultant's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Consultant's interests or liabilities or to protect Consultant from claims that may arise out of or result from the negligent acts, errors, or omissions of Consultant, any of its agents or subcontractors, or for anyone whose negligent act(s) Consultant may be liable.

B. No insurance shall be provided by the City for Consultant under this Agreement and Consultant shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. Certificates of Insurance. No work shall be commenced by Consultant under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Consultant allow any subcontractor to commence work until all similarly required certificates

and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Consultant shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org.** Consultant's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. City as an Additional Insured. The City of Ocala shall be added as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.

E. Notice of Cancellation of Insurance. Consultant's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Consultant's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Consultant to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.

F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Consultant. Consultant's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. Severability of Interests. Consultant shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

24. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the TPA shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

25. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of TPA or any other persons or organizations having a direct contract with TPA, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor

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of TPA or any other persons or organizations having a direct contract with TPA, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any vendor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

26. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The TPA also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
27. **INDEPENDENT CONTRACTOR STATUS.** TPA acknowledges and agrees that under this Agreement, TPA and any agent or employee of TPA shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither TPA nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither TPA nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by TPA in its performance of its obligations under this Agreement.
28. **ACCESS TO FACILITIES.** City shall provide TPA with access to all City facilities as is reasonably necessary for TPA to perform its obligations under this Agreement.
29. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
30. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by TPA under this Agreement be abandoned, or should TPA become insolvent, or if TPA shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
31. **PUBLIC RECORDS.** TPA shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, TPA 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.

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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 TPA 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 TPA or keep and maintain public records required by the public agency to perform the service. If TPA transfers all public records to the public agency upon completion of the contract, TPA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TPA keeps and maintains public records upon completion of the contract, TPA 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 TPA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TPA'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.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

32. **AUDIT.** TPA shall reasonably comply and cooperate with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

33. **PUBLICITY.** TPA shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

34. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://everify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

35. **CONFLICT OF INTEREST.** TPA is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. TPA shall further disclose the name of any City employee who owns, directly or indirectly, any interest in TPA's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

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36. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

37. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

38. **INDEMNITY.** TPA shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of TPA, its agents, and employees. Neither party shall be liable to the other party for punitive or consequential damages.

39. **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.

40. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices may also be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to TPA:	PMA Management Corp. Attention: Michael Hurst 2701 N Rocky Pointe Drive Island Center Suite 250 Tampa, FL 33607 Phone: 804-928-6580 Cell: 804-928-6580 E-mail: Michael_hurst@pmagroup.com
If to City of Ocala:	Daphne Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, FL 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.org

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Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, FL 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.org

41. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

42. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

43. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

44. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

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45. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
46. **MUTUALITY OF NEGOTIATION.** TPA and City acknowledge that this Agreement is a result of negotiations between TPA and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
47. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
48. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
49. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
50. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
51. **ELECTRONIC SIGNATURE(S).** TPA, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
52. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
53. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties have executed this Agreement on 5/30/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
James P. Hilty, Sr.
6FD4FC329B6F4DF...
James P. Hilty
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...
William E. Sexton
City Attorney

PMA MANAGEMENT CORP.

DocuSigned by:
Michael MacAulay
61F9A9DCCD2E4AB...

Michael MacAulay
(Printed Name of Authorized Signatory)

President
(Title of Authorized Signatory)

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BACKGROUND

The Third-Party Administrator ("TPA") will provide claims adjusting and related services to the Risk Management Department. The TPA will be responsible for claims administration for Workers' Compensation, third party liability, and records management for first party claims. This includes, but is not limited to, Medicare Section 111 mandatory reporting requirements, Bill review, Medical Case Management, Utilization Review and Medical Provider Network as well as program implementation services.

Only TPAs' legally entitled to conduct business in the State of Florida will be considered

The terms and conditions concerning Administrative Services, Claims Services, and Loss Statistic Services indicated in this Contract are those desired by the City.

SUMMARY OF WORK

Contractor must agree to provide all of the following services:

- Administrative services
- Claims services
- First notice of injury services
- Loss statistic services
- Network access and development services
- Pharmaceutical benefit management service
- Communicable disease management program service
- Subrogation services (outside the normal adjuster subrogation responsibilities) notate percentage if applicable

  City requires full and total transparency with its vendor relationships. Therefore, any commission, service fee or other form of remuneration paid to any agent, broker, lobbyist or third party must be identified throughout the term of the Contract.

  Contractor must identify all sub-contractors who will be used to provide the services outlined in this Contract. The flat fee paid by the City must be the only remuneration to the Contractor for services provided to the City. Contractor must receive no revenue for these services from sub-contractors.

  The TPA will be required to provide detailed Summary of Paid Losses and Reserves for Workers' Compensation, Auto Liability and General Liability. This includes data prior to inception of Contract, and TPA will be required to work with the current Provider to access information needed for reporting.

A. Staffing Requirements

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Contractor shall provide the City with off-site workers' compensation claims adjusting and administration services for medical only and lost-time claims.

In addition to off-site workers' compensation claims adjusting and administration services, the Contractor must provide at least one (1) full-time experienced General Liability and Automobile Liability adjusters to work in the City's Risk Management offices Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. (excluding holidays) The Contractor must also provide a part time experienced adjuster that may work remotely, and provide dedicated claims adjusting 24 hours 3 days per week . The City will consider alternative staffing proposals for case-load and/or cost-efficiency, providing that at least one (1) full-time and one (1) part-time adjuster is included in the proposal.

B. Compliance with Rules or Division of Workers' Compensation

It shall be the responsibility of the Contractor to comply with all rules and regulations promulgated by the various agencies prescribing the practices and procedures of self-insurer service companies. Contractor will be responsible for all required EDI DWC reporting.

Contractor must agree to reimburse the City for payment of any fines, penalties, or assessments assigned by the State of Florida, or other regulatory agency, for failure to comply with such rules and regulations, including EDI reporting associated with the performance or responsibility of the service company.

C. Access to Claim Files

The Contractor agrees the City shall have real-time access to all claim files, including all adjuster notes, supervisory notes, field case management notes, diary items, payment records, medical bills and expense bills in an electronic manger with internet-based access available to the City. The Contractor should detail how this access to claims will be provided. A minimum of 5 users must be provided to the City at no additional cost.

D. Ownership of Claim Files

The City shall have all right, title, interest, and ownership to all loss statistics and claim files created as a result of the services to be provided by the Contractor. Further, at the sole option of the City, and upon ten (10) days written notice, the Contractor shall return such files to the City.

At the termination of the Contract, and at the sole expense of the Contractor, the Contractor shall provide the City with computer tapes or other computer media containing all the claim data. Such data shall be made available in a format generally importable into a commonly recognized database for claims administrative services.

E. Audit of File and Procedures

At the sole option of the City, TPA shall agree, at no additional cost to the City, to any audits conducted by the City or the City's designee (hereinafter, "Auditor") of TPA's claim files and procedures as they relate to the services under this Agreement. City shall have the right to audit during the Contract period and for five years following the termination of the Agreement.

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F. Audit Records

1. **Definition**: The term "Records" shall mean all documentary and electronic records of TPA and TPA's subcontractors related to the services performed under this Agreement including, but not limited to:
   a. Financial records (including accounting records, payroll records, timesheets, audited and unaudited financial statement)
   b. Contracts (including Contractors with subcontractors and Contracts between subcontractors and others)
   c. Contractor performance data
   d. Network and Provider agreements
   e. Cost data
2. **Right to Audit**: At the sole option of the City, TPA shall agree, at no additional cost to City, to allow Auditor to have access to Records of TPA and Records of TPA's subcontractors for the purpose of reviewing and auditing such Records. Any Records requested for audit or review must be related to the services provided under this Agreement. City shall have the right to audit Records during the contract period and for five (5) years following the termination of the Agreement.

G. Proprietary Documents

To the extent TPA or TPA's subcontractor designates any "Records" requested for audit as "Proprietary Records" (i.e., containing confidential information, trade secrets, or provide information), TPA shall be allowed to limit the access of Auditor such that Auditor will only be permitted to review such Proprietary Records in controlled conditions at a TPA chosen location in Marion County, Florida. With respect to such Proprietary Records, Auditor's rights will be limited to on-premises review of such Records and Auditor will not be permitted to retain copies or make reproductions of such Records. Such designation of Records as proprietary by TPA or TPA' proprietary by TPA or TPA's subcontractor shall only be made to the extent reasonable grounds exist for TPA of TPA's subcontractor to protect the information contained in such Records.

H. Administrative Service

The Contractor is requested to provide the following administrative services:

1. In accordance with state mandated time frames; TPA must prepare and file with the appropriate state agencies all applications, bonds, documents, and data required (if any) for implementation and continuance of the program.
2. In accordance with state mandated time frames, prepare, maintain, and file all records and reports as may be required by legal authorities (State, local, and federal).

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3. Prepare, maintain, and file statistical or other records and reports as required by the City's excess insurers. Report claims to the City's excess insurer(s) in accordance with the requirements of excess insurer(s). Provide a copy of the reports to the City. Follow specific written investigation procedures for any case for which the Excess Worker's Compensation Insurer requires specific notification or investigation.
4. In accordance with state mandated time frames, prepare, maintain, and file statistical information required by Workers' Compensation Rating Bureaus or appropriate state agencies, including EDI and data necessary for the promulgation of experience modifications.
5. Comply fully with all rules, regulations, guidelines or procedures established by the City and the State of Florida, including EDI.
6. Provide the City, annually, with the latest paylag report from the State of Florida.
7. Recognize the City will be continuing a Workers' Compensation program which focuses on respecting the injured worker and the medical Providers providing care. Contractor must be committed to work collaboratively with the City to effect program changes and enhancements as requested by the City. Contractor must be committed to work collaboratively with the current third-party claims administrator when appropriate.
8. Annually, provide the City with a SSAE 16 audit as required by the financial auditors.
9. Retain legal counsel as required and authorized by HR/Risk Management and provide investigative and other support to that legal counsel.
10. Procure investigative services and other "expert" services as authorized by HR/Risk Management.
11. Meet with the City to coordinate a timely and efficient transition.
12. Converting data for all existing claims. The TPA will assume all adjusting responsibility for carry over files.
13. Ensure claims conversions are correct with respect to data integrity – to include, but not limited to, data mapping, historical financial transactions, payment history and classification.

I. Preferred Provider

Contractor will be required to establish and maintain a list of preferred Providers. These Providers may be medical doctors, physical therapists, chiropractors, and any other service Provider whose services may be required. The TPA will endeavor to initiate agreement with these Providers in an effort to obtain their services at rates of reimbursement beneficial to the City.

J. Claims Service

Contractor must provide the following claims services:

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1. Establish reporting procedures which are compatible with the needs and organizational structure of the City.
2. Develop specific service instructions with the City for the handling of the City's claims. Develop specific service instructions with the City for the handling of the City's catastrophic claims.
3. Establish a claims file on all incidents reported by the City.
4. Establish and maintain reasonable reserves on all active claims.
5. Timely investigate all reported incidents and make a determination of the claim's compensability. At a minimum, such investigation shall include telephonic interviews with the claimant, the employee's immediate supervisor, any and all witnesses and the initial treating physician. Such interviews should be concluded within 24 hours of the administrator receiving notification of the claim.
6. Obtain recorded statements from the claimant and all witnesses if any aspect of the claim is questionable.
7. Monitor the medical treatment of the claimant and pursue timely Maximum Medical Improvement (MMI) dates from the treating physician.
8. Pay and or record all benefits in accordance with the Florida Statues.
9. Reduce all medical bills in accordance with the State Fee Schedule.
10. Coordinate with the City to determine that feasibility of a light duty position, and obtain the opinions of the treating physician regarding the claimant's ability to perform the duties of such positions.
11. Coordinate with the City, and its defense counsel on all litigated matters.
12. Advise the City of all claims that could benefit from the assignment of Nurse Case Management and provide such services at the direction of the City.
13. Report claims that could possibly pierce the self-insured retention of the City to its Excess Insurer and provide periodic reports in accordance with the terms and conditions of its policies.
14. File necessary documentation to the City's Excess Insurer and obtain reimbursements on a timely basis.
15. Pursue all potential subrogations to the full extent of the law including, but not limited to, class action settlements the City may be party to.
16. Electronically capture all claims costs and prepare detailed loss history reports on a monthly basis. In addition, the City desires to receive loss history information in Microsoft Excel format on a monthly basis.
17. Maintain detailed adjuster and nurse case manager's notes documenting all claim activity.

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18. Provide real time, online access to the City's claims to include adjuster and nurse case manager's notes.
19. Provide the City with written narrative reports every sixty (60) days on all major claims documenting recent claim activity and strategies on the future handling of the claim. The definition of major claims will be determined jointly by the administrator and the City.
20. File all State mandated reports on behalf of the City.
21. Periodically as appropriate, but at least every quarter, review all open cases and complete a strategic action plan in order to assist in the settlement of the cases and discuss at a claims review meeting with City staff. This claims review can be conducted via phone or in person. Such as written reviews shall include a review and verification of outstanding reserves. Participate in quarterly reviews of field case management progress and legal progress. A written summary of the review shall be documented in the open case file and shall be documented in the open case file and shall be provided to the City within ten working days after the end of the period for which the report is being made.
22. Pursue timely and cost effective settlements in accordance with the City's approval and protocols.

K. Loss Statistic Services

Costs for this component are to be included in the Contractor's flat annual fee, and, as a minimum the following shall be included:

It is the desire of the City that loss information is available to designated Risk Management personnel (read only access) through an on-line computer system provided by the TPA.

Individual Claim Details: The following required details (but not limited to) are to be included for each claim assigned.

1. Employer (City of Ocala)
2. Department or Division
3. Claim Number (City)
4. Claimant's name and occupation
5. Date of injury
6. Nature of injury (including specific body part)
7. Description of accident (including location, equipment or vehicle involved, if any)
8. Indemnity paid to date
9. Reserve for future indemnity
10. Medical paid to date
11. Reserve for future medical
12. Total allocated claims expense paid to date

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13. Attorney cost paid to date
14. Reserve for future allocated claims expense
15. Cross reference for multiple claimant accident/occurrences - all accidents or occurrences involving more than one claimant (whether workers' compensation, general liability and/or automobile liability) are to be identified.

L. Reports

Reports are to be grouped by fiscal year by date of accident. The required reports are to be presented in the following formats to include the following: ("City" reserves the right to alter report content and format requirements at any time with reasonable notice to the TPA).

1. Employer (City of Ocala)
2. Major Department/Division - Individual claim details to be grouped by such major department/divisions as designated by Risk Management.
3. Claim Summaries - For each department/division and for all combined departments/divisions in each entity, the required reports are to include claim summaries showing:
   a. Total number of claims
   b. Total number of closed indemnity claims
   c. Total number of open indemnity claims
   d. Total number of closed medical only claims
   e. Total number of open medical only claims
   f. Total number of claims closed without payment
   g. Total indemnity paid to date
   h. Total reserves for future indemnity
   i. Total medical paid to date
   j. Total reserves for future medical
   k. Total allocated expense paid to date
   l. Total attorney cost as a part of claims expense
   m. Total reserves for future allocated claims expense
4. Frequency of Reports:
   a. Current fiscal year - Monthly
   b. Previous fiscal years - Quarterly
   c. Quarterly reports are to continue until all claims for the Contract period have been closed.

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NOTE: Workers' Compensation claims are to be shown separately from any other claims.

5. Severity Report (Loss Run):

   On a quarterly basis a report shall be provided which includes only those claims for which the total cost incurred (paid and reserved) is $10,000 or more. This severity report shall include the same data as required above.

6. Subrogation Reports:

   On a quarterly basis a report shall be provided on all claims for which the TPA has pursued (whether successful or not) subrogation, contribution, indemnity or recovery from special or second injury funds on behalf of the "City". In addition to the Claim Details of Loss Statistic Services, the following shall be included.

   a. Claim number
   b. Name of party from whom recovery is sought
   c. Anticipated amount to be recovered
   d. Amount recovered to date

7. Loss Fund Reconciliation: A loss fund, held in trust, will be established and maintained. This fund is to be periodically replenished by the entity and the Contractor shall be required to provide biweekly reports as follows:

   a. Replenishment of the loss fund will be provided on an as-needed basis with the Contractor sending appropriate documentation of expenditures, including copies of check stubs or a copy of the check register, with a request for funds.

   b. Reconciliation reports are due to Risk Management on a biweekly basis. They will include the following and will include a copy of the bank statement: (reports with copy of actual bank statement will be copied to the Finance Department. Risk Management to supply proper contact and address information).

      - Date of report
      - Balance at inception
      - Total disbursement
      - Balance at close
      - Request for replenishment of funds if needed
      - Current check register
      - Copy of actual bank statement

M. Medical Bill Review and Audit Services

Contractor is required to provide the following medical bill review and audit services:

1. For Medical Bill Review:

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Promptly review medical/surgical bills (in and out of network) for accuracy including, but not limited to, as they relate to the following:

a. Duplicate billings

b. Unbundling of charges

c. Upcoding of charges

d. Approval and appropriate precertification.

2. Review all medical bills that:

   a. Are not subject to fee schedule coding.

   b. Are for services not specifically addressed in the fee schedule.

   c. Need an in-depth medical interpretation of the rules and regulations.

   d. In the exercise of professional judgment, specifically warrant review.

3. Process, pay and mail with 20 days of receipt.

4. Reimburse the City for any overpayments made in the bill review process within 30 days of identification of overpayment. Reimburse the City for any penalties and/or interest associated with inaccurate payments.

5. For Medical Auditing Services:

   Audit in-network and out-network hospital/Provider bills

   a. Exceeding $5,000.

   b. Where a departmental charge exceeds 10% of the total bill, excluding room and board charges.

   c. Others at the Contractor's discretion or specific request by the City for accuracy and appropriateness.

6. Develop and follow written policies on how late charges, no show charges and special payment arrangement are to be handled.

N. Pharmaceutical Management Services

The Contractor shall recommend a prescription benefit management (PBM) vendor. Details regarding the PBM's services should be provided, including access, utilization review services, coordination of claims data and reporting.

Contractor is requested to address the issue of physician dispensing and the high cost of repackaged drugs. Contractor should describe how their other Florida based clients have handled this issue.

O. Contagious Disease Management Services

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The Contractor must assist the City in the investigation of and management of the contagious disease management. When an employee contracts a contagious disease for which there is a likelihood the disease exposure occurred on the job, the City will treat the illness as a workers' compensation claim. The administrator will be expected to assist in the investigation of these situations, provide quarterly (or more often, at the request of the City) reporting regarding these situations, as appropriate provide disease management services and manage these claims as workers' compensation claims.

P. General Liability, Automobile Liability, Property Damage and Subrogation –City of Ocala

Utilizing personnel itemized above, together with other TPA personnel, the TPA shall provide the following:

1. Compliance with Appropriate State Statutes: The responsibility of the TPA to comply with all applicable State Statutes and Ethical Procedures for handling liability claims shall be no less than those responsibilities which would be imposed on an insurer were the program fully insured. Any fines or penalties incurred by the TPA while performing for the City shall be the responsibility of the TPA unless the circumstances leading to the fines and penalties were the sole responsibility of the City.
2. Administrative Services: The TPA shall:
   a. Prepare, maintain and file in a timely manner, all records and reports as may be required by legal authorities (local, state and federal).
   b. Prepare, maintain and file statistical or other records and reports as required by excess insurers; place excess insurers on notice of claims pursuant to requirements outlined in those policies.
   c. Retain legal counsel as required and authorized by HR/Risk Management Director and provide investigative and other support to that legal counsel.
   d. Procure investigative services and other "expert" services as authorized by Risk Management.
   e. While the City believes the reserves to be accurate, the successful Contractor will be required to review each open claim and establish its independent evaluation of the projected cost.
3. Claims Services: The TPA shall:
   a. Establish a claims file on all incidents reported by the City.
   b. Establish and maintain appropriate reserves on all active claims.
   c. Timely investigate all reported incidents and make an initial evaluation of the City's liability.
   d. Develop recommended defenses in a timely fashion.
   e. Coordinate all claim activity until advised by the City that the claim has been assigned to the City's Attorney. Once a claim has been assigned to the City's Attorney, provide

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all claim documentation to the City Attorney or defense counsel and continue to coordinate claim activity at his/her directions.

f. Coordinate with the City and its defense counsel on all litigated matters.

g. Pursue all potential subrogation to the full extent of the law including but not limited to class action settlements the City may be a party to.

h. Timely Report claims that could possibly pierce the self-insured retention of the City to its Excess Insurer and provide periodic reports in accordance with the terms and conditions of its policies.

i. File necessary documentation to the City's Excess Insurer and obtain reimbursements on a timely basis.

j. Provide the City with written narrative reports every sixty (60) days on all major claims documenting recent claim activity and strategies on the future handling of the claim. The definition of major claims will be determined jointly by the administrator and the City.

k. Provide recommendations to the City and obtain approval for outside services such as appraisers and field investigators.

l. Maintain detailed adjuster's notes on all claim activity.

m. Arrange for the responsible adjuster and his/her supervisor to attend quarterly claim review meetings.

n. Respond to all questions raised by the City or its representative(s) in a timely fashion.

o. Pursue timely and cost effective settlements in accordance with the City's approval and protocols.

p. Maintain all closed files for a period of time acceptable to the City and return such files to the City if requested.

q. Cooperate and assist the City in the performance of claim audits/reviews.

r. Other services customary to effective claims administration services.

4. Loss Statistic Services: Costs for this component are to be included in the Contractor's flat annual fee, and as a minimum the following shall be included:

   a. It is the desire of the City that loss information is available to designated Risk Management personnel (read only access) through an on-line computer system provided by the TPA.

5. Individual Claim Details: The following required details (but not limited to) are to be included for each claim assigned.

   a. Employer (City of Ocala)

   b. Department or Division

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c. Claim number (specific to entity)

d. Claimant's name and occupation

e. Driver and Vehicle Type (if motor vehicle accident)

f. Date of accident

g. Description of accident including location and nature of injury if applicable

h. Bodily or personal injury paid to date

i. Reserve for future property damage

j. Total allocated claims expense paid to date

k. Total attorney cost paid to date

l. Reserve for future allocated claims expense

m. Coding to indicate claims in suit

n. Identification of multiple claimant accident/occurrences - all accidents or occurrences involving more than one claimant (whether General Liability, Automobile Liability or both) are to be identified.

6. Reports: Reports are to be grouped by fiscal year by date of accident. The required reports are to be presented in the following formats to include the following:

a. Employer (City of Ocala)

b. Department or Division - Individual claim details to be grouped by such major department/divisions as designated by HR/Risk Management Director.

c. General liability (bodily injury and property damage) claims are to be reported separately from all other claims.

d. Automobile liability (bodily injury and property damage) claims are to be reported separately from all other claims.

e. Property Damage claims shall be reported separately from all other claims.

f. Claim summaries - For each category in 3) above and for each department/division and for all departments/divisions in each entity, the required reports are to include claim summaries showing (where applicable):

1. Total number of claims

2. Total number of open claims

3. Total number of closed claims

4. Total paid (bodily injury and property damage) to date per claim

5. Total attorney cost paid to date per claim

6. Total expenses paid per claim

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7. Total incurred (paid plus reserves) per claim

g. Frequency of Reports:

1. Current fiscal year - Monthly
2. Previous fiscal years - Quarterly
3. Quarterly reports are to continue until all claims for the Contract period have been closed.

h. Severity Report (Loss Run):

On a quarterly basis, or as specifically requested by HR/Risk Management Director, a report shall be provided which includes only those claims for which the total cost incurred (paid and reserved) is $10,000 or more. This severity report shall include the same data as required in D.2 above (Individual Claim Details of Loss Statistic Services.)

i. Subrogation Reports:

On a quarterly basis a report shall be provided on all claims for which the TPA has pursued (whether successful or not) subrogation, contribution or restitution on behalf of the City. In addition to the data required by Individual Claim Details of Loss Statistic Services, the following shall be included.

1. Claim number
2. Name of party from whom recovery is sought
3. Amount recovered to date
4. Estimated amount yet to be recovered

j. Loss Fund Reconciliation: A loss fund, held in trust, will be established and maintained. This fund is to be periodically replenished by the City and the TPA shall be required to provide biweekly reports as follows:

1. Replenishment of the loss fund will be provided on an as-needed basis with the TPA sending appropriate documentation of expenditures, including copies of check stubs or a copy of the check register, with a request for funds.
2. Reconciliation reports are due to Risk Management on a bi-weekly basis. They will include the following and will include a copy of the bank statement:
    a. Date of report
    b. Balance at inception
    c. Total disbursement by G/L, A/L and P/D
    d. Balance at close
    e. Request for replenishment of funds if needed
    f. Current check register



PMA COMPANIES

TPA & RISK SERVICES PROPOSAL FOR

WORKERS' COMPENSATION, PROPERTY & CASUALTY

Presented to:

CITY OF OCALA
GOD BE WITH US
MARION COUNTY, FLORIDA

PMA MANAGEMENT CORP.

Michael Hurst
Sales Manager
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RFP No.: RSK/230094
Closing Date: January 26, 2023
Effective Date: April 01, 2023

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Cover Letter

January 18, 2023

Ms. Eileen Marquez – Senior Buyer
City of Ocala Procurement Department
110 Southeast Watula Avenue - 3rd Floor
Ocala, FL 34471

Dear Ms. Marquez,

On behalf of PMA Management Corp., thank you for the opportunity to submit a proposal to continue serving the City of Ocala and provide Workers' Compensation, Property and Casualty Third-Party Administrative (TPA) & Risk Services. It has been a pleasure working with the City of Ocala, and I believe we have made great progress together.

We understand that the business and risk management priorities of the City of Ocala include creating a safer, healthier workplace, safeguarding its assets, and reducing its total cost of risk. Our approach to risk management aligns our priorities with yours, helping to maximize the results we can achieve together.

This proposal outlines why PMA Management Corp is the best choice to continue serving as your partner in managing risk. In addition to the City of Ocala, we provide risk services to 200+ distinct clients in the public entity sector. PMAMC has 50 years of experience serving public entities. Key highlights of our workers' compensation TPA & Risk Services proposal include:

- Unique **holistic approach**—which provides pre-loss, loss-reduction, and post-loss strategies to reduce your total cost of risk
- An **innovative company with a stable leadership team**, and **service-driven culture**—all focused on protecting workers while preventing claims and reducing their costs
- **Industry expertise** earned through **decades of experience and research collaboration** with various national self-insurance and public risk organizations
- A professional **service team** leveraging PMA's 100 years of specialized risk management expertise and infrastructure
- **Low target caseloads** for claims professionals to facilitate greater focus on each claim
- An ever-evolving and fully integrated **managed care program** that uses a strategically sequenced, data-driven approach to assess lost-time claims and cost-effectively get injured workers the right care at the right time
- **24/7 Customer Service Center** that supports you, your injured workers, and their medical providers, enabling our claims professionals to focus on cost-effective claims resolutions.
-

At PMA Management Corp., we have created a 100-year success story one relationship at a time; we consider the City of Ocala to be an important chapter in that story. We are passionate about doing what we say and delivering exceptional value to our clients. We look forward to the opportunity to continue as your partner in managing risk, improving your program results, and exceeding your service expectations.

Sincerely,

Michael Hurst
PMAMC Sales Manager
PMA Companies |Old Republic Insurance Group
Tax ID: 23-2652239
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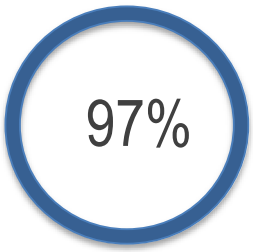
Executive Summary



Years TPA & Risk Services Expertise



National Award-Winning Clients



Average Customer Retention



Average PMA Client Tenure

Old Republic International (ORI) is a Fortune 500 firm, the parent company of PMA Companies, and one of the nation's 50 largest shareholder-owned insurance organizations with consolidated assets of $24.98 billion (as of December 31, 2021).

PMA Management Corp. (PMAMC) is a leading provider of workers' compensation, property and casualty third-party administration and risk services for self-insureds, unbundled large deductible and self-insured retention programs, groups, trusts, captives, pools and programs. PMAMC's client retention averages 97% and client satisfaction averages 95% per independent surveys. PMAMC aims to deliver tangible value every day, striving to exceed our clients' service expectations and improve their financial results.

PMAMC has over 30 years of property, casualty and workers' compensation experience. Our company's performance reflects an innovative spirit, a focus on service and partnership and a corporate structure that promotes accountability and exceeding customer expectations.

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Our Results-Focused Claims Service

Loss Reporting

PMAMC offers **the City of Ocala a selection of in-house claims reporting options** so you can choose the channel that's most convenient for the City of Ocala. PMAMC can receive first notice of loss (FNOL) reports electronically through PMAMC's website or through PMAMC Cinch®, our internet-based risk management information system. You can report losses from mobile devices, including iPhones, iPads, Android smartphones, and tablets. Telephone, fax, and mail reporting options are also available to the City of Ocala and its employees.

Claims reported electronically are immediately assigned a PMAMC claim number. That claim number will instantly be provided to the submitter and can be shared with your injured parties involved in the claim. For all reported claims, acknowledgement letters will be e-mailed to designated client contacts.

Optionally, for Workers' Compensation, PMAMC offers PMA Care24, a convenient **24/7 telephonic claim intake and first level clinical assessment** of the employee's injury by a Registered Nurse at the point of injury. The Registered Nurse serves as a patient advocate in determining the appropriate level of treatment pursuant to the injury assessment. If medical treatment is recommended, the employee will be referred to a provider within the PMAMC or client's Preferred Network. This interaction becomes the sole point of claim reporting to PMAMC and helps mitigate costs, unnecessary treatment utilization, and claim reporting redundancies.

PMAMC's Customer Service Center

Our 24/7, multilingual Customer Service Center (CSC) is available to answer high-level claims service needs of the City of Ocala, their employees, injured parties, medical providers, and vendor partners. PMAMC's CSC provides a suite of support services for our claims professionals resulting in the ability for claims teams to focus on adjusting functions. Our investment in this key department is what continues to differentiate PMAMC in the marketplace and allows us to maintain low claims professional turnover and strong satisfaction of our employees and customers.



45,000+ Calls
Handled monthly

20 Seconds
To answer a call

<1.5% Rate
Of call abandonment

PMAMC's CSC is a center of excellence in providing exceptional quality of **data integrity and capture at claim intake**. Our Customer Service representatives are measured by their ability to capture and display the most accurate information in the claim files, including employee demographics, location coding data, and items required by state EDI.

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Workers Compensation Early Intervention Model

Once a claim is reported, PMAMC deploys our people, processes, and powerful claims management information system (CMIS) to identify high exposure claims characteristics like comorbidities, psycho-social factors, injured worker age, body mass index (BMI), and length of employment. This critical information helps our claims professionals and triage nurses intervene early in the process to deliver a proactive approach designed to achieve positive outcomes



Injury Occurs

RMIS Internet Reporting
Telephonic Reporting
Fax or Email Reporting

PMA Care24

Optional Clinical Triage Service
Injury Intake
Direction of Care
Automatic FNOL Generation

Clinical Triage

Lost Time Claims
Nurse Review
Clinical Intervention

Claims Resources

Multi-Tier, Experienced Claim Sta
Right Claim, Right Person
Right Time

Enhanced Services

Subrogation Specialist
OSHA Specialist
Recover at Work Specialist
Point of Sale Pharmacy Nurse
Legal Bill Analyzer

Predictive Modeling

Proprietary Algorithm
FNOL Model
30 Day Model

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Property & Casualty Claim Process

Accident Occurs
Internet Reporting
Telephonic Reporting
Fax or Email Reporting

Coverage Verification
Coverage Experts
Investigation
Jurisdictional Expertise

Fast-Track
Right Claim
Right Person
Right Time

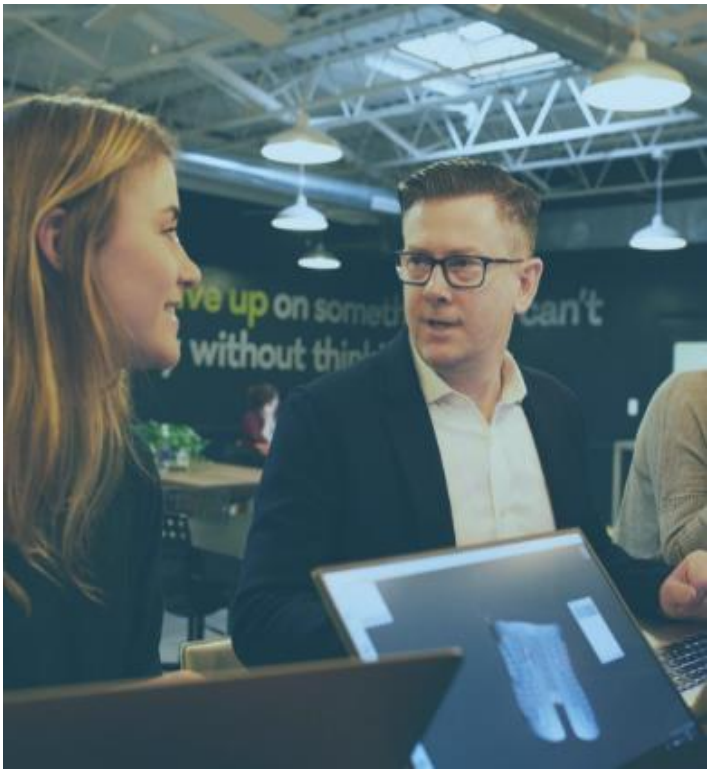
Claims Resources
Multi-tier, experienced claim staff
Complex Loss/Litigation Specialist

Enhanced Resources
Subrogation Specialist
Legal Nurse Review
Strategic Vendor Partnerships
Legal Bill Analyzer

Upon receipt of your casualty and property claims, we will conduct an aggressive investigation that includes contact with all parties, onsite investigation coordination, liability determinations, and evaluation of alleged damages. **Early contact with all parties involved** in the loss provides us with the information needed to properly determine liability.

On-site investigations will be coordinated where appropriate. These investigations would be monitored and controlled by the service team. All investigations would be coordinated with the appropriate Risk Manager. Investigations will include photographs and diagrams to assist in liability and damages determination. Official reports such as police, fire, weather, autopsy, and toxicology will be obtained to assist our investigation.

Purchase orders, leases, contracts, and certificates of insurance will be reviewed to identify potentially responsible parties and facilitate risk transfer.



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Claims Handling

Upon receipt of a claim, **PMAMC will ensure accuracy of all data points** provided on FNOL and follow-up for any missing information or any updates as needed. PMAMC claims system offers our customers the ability to track additional data fields specific to their business need that could be captured at the time of the claim reporting or throughout the life of the claim. These **custom codes** are viewable to our clients in PMAMC RMIS - Cinch®.

PMAMC designed our claims service to **reduce our clients' overall exposures and control costs**. Each step of our comprehensive claims program for workers' compensation, property and casualty has been structured to achieve results, including driving claims to resolution in a timely, thorough, and cost-effective manner.

We recruit and retain claims professionals with strong technical knowledge in all lines of business. In fact, our adjusting staff has **an average of 12 years of workers' compensation** claims handling experience and **an average of 10 years of property and liability** claims handling experience. PMAMC supervisors have **over 15 years of experience**. We leverage our roots as an insurance company with liability claims professionals who not only understand these distinct coverages, but also how best to resolve their claims. As part of our holistic approach, we maintain a tight linkage between claims management, PMAcare+, and risk control—enabling us to continually identify and **help you address emerging loss trends** while seeking to reduce your loss costs.

Upon receipt of a claim from the City of Ocala, a claim is generated in PMAMC claims system and referred to the supervisor for review and assignment. The supervisor utilizes their knowledge and claims facts available to assess claim complexity, provide guidance and determine the level of Claims Professional expertise that will be needed to most appropriately handle the file. The supervisor assigns the claim to the selected individual. The Claims Professional will receive an activity in the claims system notifying them of the claim receipt.

All claims are reviewed by the Claims Professionals within **24 hours of receipt** from the client and 24-hour contacts are completed. The number of contacts made on each claim is defined by **Special Handling Instructions** and PMAMC Best Practices. The Claims Professional will review the Special Handling Instructions for any guidelines on initial claim handling. During the initial investigation, the Claims Professional obtains all the necessary information that will be required to make a compensability determination for workers' compensation claims or a liability assessment in property and liability claims. **All of the information obtained is documented in the log notes and will be visible to the City of Ocala in our PMAMC RMIS system - Cinch®**. Additionally, Claims Professionals are **responsible for updating the data fields** that are mandatory for the state, carrier and client reporting. If the contact attempts are unsuccessful, the Claims Professional will follow-up via a letter or an email (if available) and make additional telephonic attempts to reach all parties.

PMAMC values customer service as a key result area of the Claims Professional staff. Therefore, upon reaching the parties involved in the claim, the Claims Professional will ensure that each contact is provided with all of the information necessary about the claim, next steps, outstanding items, etc. The Claims Professional will request any and all necessary information, including payroll records, police reports, medical records, investigative reports, and other relevant documents and upload them to the claim file.

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For workers' compensation claims, it is the Claims Professional's responsibility to **ensure appropriate EDI filings** are completed timely and accurately. Additionally, workers' compensation lost time claims are evaluated by a PMAMC nurse case manager to **determine the need for clinical intervention** or nurse assignment. If the claim complexity and Special Handling Instructions indicate the need for a telephonic or a field case manager, a nurse is assigned to the file to work in collaboration with the Claims Professional **to help bring the injured worker back to safe and gainful employment**.

PMAMC's Predictive Severity Model

PMAMC has developed a **proprietary algorithm** based on the claim information gathered over multiple decades of claim handling experience. The Predictive Analytics tool encompasses multiple models that incorporate **45 different data points** and analyzes their influences on claim exposure and likelihood of claim payment as the data points relate to each other. This model identifies combinations of factors that influence ultimate claim exposure and duration and serves as a tool to bring supervisor and claims professional attention to the key components of the claim to ensure the appropriate claim assignment and intervention at the right time.

PMAMC developed 2 main models to assist with claim exposure and duration analysis. These models are run daily to provide ongoing input and recommendations to the claims team:

1. The Severity Escalation at FNOL Model
This model produces a risk **score from a selection of low, moderate, or high**. This score serves as guidance to the claims team in determining, upon receipt of the initial claim, the proper trajectory for claim assignment to the correct claims professional. A low-risk score reflects a strong probability of the claim resulting in overall low ultimate probable exposure, where as a high risk score would drive supervisor assessment and assignment to the senior claims professional for complex analysis and handling. This FNOL model serves to ensure that the right claims are assigned to the right skill set level (based on complexity) at the right time within the life of a claim file.

2. The Severity Escalation at 30-day Model
This model builds upon the FNOL model and relies on the additional information that has been gathered by the claims professional since the loss was initially reported and throughout the first 30 days of the claim. This **additional data is used to re-score the claim** to identify files that may develop significantly, may change severity projections based on new information, or may require additional interventions based on new detail gathered during the investigation.

File Supervision

Unlike many TPAs, **PMAMC Claims Supervisors do not carry claim pendings and are solely responsible for guiding claims staff** on claim file direction, oversight, and compliance with customer's Special Handling Instructions. PMAMC maintains a span of control of 1:6 (or less) for our claims supervisor and claims professional staff.

WC Medical Only claims require supervisor review within 15 days from assignment to verify state and jurisdictional compliance. This review is documented in claim log notes. Subsequently, supervisor review is required within 90 days from assignment to identify closure opportunities or potential for escalation to an indemnity claim, based on claim definitions.

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WC Indemnity claims require an **initial supervisor assignment note within 24 hours** after claim assignment. Supervisor Review on all claims classified as indemnity will be completed within 15 days from file assignment, 60 days thereafter, and every 90 days until resolution. Supervisors are required to comment regarding the accuracy and validity of reserves during each review.

Casualty and Property claims require supervisor review during initial assignment and on an ongoing basis depending on complexity of the file, expertise of the claims professional and client Special Handling Instructions.

Claims Caseloads & Staffing

PMAMC's Claims Professional caseloads and support resources, such as our 24/7 Customer Service Center, are established to **allow our claims professionals to give each claim the time and attention** it requires. This allows us to complete more thorough investigations, and to exercise greater control over loss development. PMAMC will commit to providing the City of Ocala with weekly reports outlining claims assigned to each Claims Professional to validate the proper caseload caps enforcement.



140

Workers' Compensation Caseload Average for Lost Time Files

200

Workers' Compensation Caseload Average for Medical Only Files

150

Casualty Files Caseload Average

**Varies by program, jurisdiction, and line of business*

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PMAMC's Adjuster Duties



Investigation

Appropriate, timely and thorough **24-hour contact investigation of claims of all exposures occur within 24 hours of the first notice of claim to PMAMC.** Contact attempt follow requirements as outlined in Special Handling Instructions. Daily attempts at contact are made to reach the impacted parties and are documented in the claim log notes and visible in PMAMC RMIS Cinch system.



Reserving

Initial reserve is established within 15 business days of receipt of all new claims. Ongoing **reserves are established based on most probable outcome** based on the most current information available and are updated upon each review of the Action Plan as well as within 24 hours of any major claim event.



Action Planning

An **Action Plan is established within 30 days** of claim assignment and provides a summary of findings from Claims Professional investigation as well as details the strategies with specific goals and timeframes for executing key objectives to resolve claim. **Ongoing Action Plans** are completed at any major claim event or a minimum of every 90 days and include review of outstanding reserves on file.

Settlement Authority

Authorization will be requested prior to the settlement of any claim for any line of insurance that we would administer. Clear and detailed instructions will be outlined in **Special Handling Guidelines** for reference of all claims professionals.

Our claims professionals will provide written requests for settlement authority in advance of the proposed settlement date. Requests will include a detailed evaluation of the claims exposures, along with input from defense counsel and your risk manager.

Litigation Management

PMAMC believes that **litigation management is a team effort** involving the Claims Professional, defense counsel, our client, and the carrier (if/where applicable) to best protect your interests. Upon knowledge of litigation, PMAMC Claims Professional will advise the City of Ocala contact no later than 48 hours and begin file preparation for assignment to the City of Ocala preferred defense firms. Our litigation management procedures include collaborative development of defense strategies with counsel selected by the City of Ocala, preparation and maintenance of files necessary for legal defense of claims or claim-related activity, attendance of hearings, depositions, mediations, where appropriate. PMAMC Claims Professionals are required to document their files timely and accurately with the outcome of each legal proceeding and will provide a summary of such outline to the City of Ocala. All fees and expenses for legal services are evaluated for adherence to budget, accuracy, and compliance with terms of negotiated fee agreements. **PMAMC will pay all attorney, strategic partner, and other vendor fees within 30 days of receipt.**

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Legal Bill Analyzer

To help the City of Ocala save money on legal fees, we provide an optional enhanced service called Legal Bill Analyzer. This service utilizes technology and legal professionals to analyze bills against clients' legal guidelines and rate structures. In order to create clear expectations, PMAMC will collaborate with the City of Ocala to establish Customized Defense Counsel Guidelines and rates. The TPA Compliance Team at PMAMC will make sure the City of Ocala sees outcomes in the legal expenditure area through client onboarding, program support, and quality assurance. All aspects of invoices received from defense counsel will be reviewed by algorithm intelligence and legal professionals. This enables Claim Professionals to concentrate on strategic litigation management instead of legal invoice management. We can provide the City of Ocala reports of the findings to observe trends and drive down costs.

Claims Reviews and Status Reports

We are committed to providing the City of Ocala with all of the tools and information necessary to effectively manage their programs. This is accomplished by providing access to detailed claims information through PMAMC Cinch, by conducting in-person or telephonic claims reviews, and through the presentation of our annual Stewardship Reports.

PMAMC will offer two annual telephonic claim reviews to the City of Ocala and all its employees as requested. These reviews will serve to provide up-to-date loss information and will allow all parties to discuss detailed action plans and resolution strategies on the selected claims files being reviewed.

PMAMC's Claim Reviews are:

- customized for the audience involved in the review e.g. Risk Managers, Human Resource Managers, Financial Executives
- included for claims with incurred over $25,000
- performed 2 times each year, telephonically or in-person (costs may apply to in-person for travel)
- delivered by the Client Service Manager and claims representatives(s)

PMAMC's Claims Reviews and the reports are meant to enhance the client experience while creating more operational efficiency.

- Streamlined process for the claims teams to complete the reports
- Automatic email reminders to the staff as the date of the review is approaching
- Q/A reports designed to assist the supervisors in managing the claim review preparation
- Corporate calendars for claim review meetings
- More efficient process for the Account Managers to schedule and prepare for the claim review meeting
- Customization of the report for the client - what is most important to them at the review
- Modernization of the report including key claim indicators

Diary Management

All open claims are maintained on a diary by PMAMC Claims Professionals and PMAMC supervisors. Claims on diary are reviewed at a minimum of every 90 days. PMAMC's supervisors have access to the claims professional's diary. All diary activities will have a corresponding entry or document in the claim file. Each claim has a diary set for a future date to ensure proactive file handling and resolution. PMAMC management teams and Quality Assurance Specialists review diary reports on a regular basis to address any delays in proactive file handling and to offer guidance.

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Subrogation & Recovery

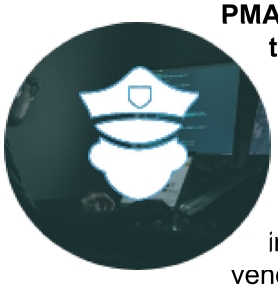
PMAMC offers specialized fee-based services for claims with subrogation and recovery opportunities throughout the United States. These services provide an enhanced level of focus, expertise, and specialization. Our subrogation specialists are highly trained in jurisdictional nuances and have developed state-specific strategies to maximize recoveries for our customers



PMAMC also specializes in **maximizing excess recoveries for Production Resource Group** through our fee-based recovery services. PMAMC will identify claims for excess reporting based on the requirements on the specific carrier and send the initial excess notification to the excess carrier in a timely manner as well as provide a copy for your records. Following the carrier notification, **PMAMC will aggressively pursue all possibilities of excess insurance reimbursement** and document their efforts in the claim log notes. This approach will apply for all potential recoveries including, but not limited to, third party liens, contribution, special/second injury fund, and others.

Claim Indexing & Special Investigation Unit

All Workers Compensation indemnity and Liability claims are indexed through the Insurance Services Office system and results documented in the claim log notes. If there are records that are relevant to the claim, the Claims Professional will follow-up to obtain those records. **Claims are automatically alerted to any new index matches within the 12-month period from the original indexing. The Claims Professional re-indexes the claims every 12 months thereafter**. Indexing claimants with the Central Index Bureau and the National Insurance Crime Bureau allows us to determine if the claimant has filed any other claims. This ensures that you are responsible only for the injuries related to your accident. Indexing is a critical tool in our fraud control program. Suspect claims are reviewed with the client and our Special Investigative Unit (SIU) to determine additional action steps.



PMAMC employs a full-time SIU that is made available to the City of Ocala typically at no additional cost. The SIU is staffed with industry fraud professionals with over 25 years of experience who are committed to detecting, deterring, and preventing fraud while protecting the assets of our clients. Our SIU works in conjunction with the PMAMC Claims Professionals. This collaborative approach has resulted in significant savings for our clients and criminal insurance fraud prosecutions in many states. PMAMC's SIU is responsible for fraud investigations, fraud training, regulatory anti-fraud compliance, private investigator vendor management, and maintaining PMA's Anti-Fraud Plan.

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Customer Education, Experience, & Satisfaction

Special Handling Instructions

Understanding and meeting the unique needs of our customers is at the heart of our service model. PMAMC prides itself on being a ***high-touch, customer-focused organization*** with strong customization capabilities. As a part of onboarding of all PMAMC clients, we spend time to learn your requirements, your internal structure, unique program goals and custom requests. This information is utilized to partner with you to develop a ***comprehensive, customized Special Handling Guideline document*** that is stored in our claims system for the reference and utilization by PMAMC claims professionals and internal supporting departments. This document includes guidelines for handling your standard as well as catastrophic claims.

We work closely with you to develop and re-evaluate this document on an ongoing basis to ensure the timeliest information is being provided to our staff.

The Special Handling Instructions are developed to memorialize a mutual agreement between our organizations about how we will be servicing your program. It can include reserve notifications, initial contact information, specifics about benefit payments, settlement authority levels, attorney selection, and other areas important to you and your team.



PMA Websource®

PMAMC's clients also have access to PMA Websource®—an on-line portal of safety and risk management resources exclusively for our clients. Our Risk Control Consultants designed PMA Websource® **to offer convenient access to practical loss prevention and safety information and solutions,** including technical bulletins, safety and compliance training programs, monthly webinars led by PMAMC industry specialists, as well as tools and resources to enhance your safety and health programs.



PMAMC Learning Academy

PMAMC has a comprehensive learning academy accessible to all employees which includes an **on-demand Video Reference Library, annual topic-focused workshops, and personalized learning sessions**. This provides PMAMC employees the ability to expand upon skills related to our technology, all disciplines of the claims process, including legal management and strategic resolutions, managed care partnerships, and risk control. We also frequently use focused training sessions to concentrate new policies and procedures, case law developments, and changes in rules and regulations.



Satisfaction Surveys

PMAMC offers our customers an opportunity to **assess the experience of their employees and injured parties** throughout the claims process by providing Satisfaction Surveys that can be delivered at varied frequency and be focused on any specific areas including customer service of the claims handling staff, medical care, claim handling experience, and others. These surveys could also be offered to the City of Ocala employees to assess their satisfaction level with this program.

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Communication with Medical Providers, Employers, and Injured Workers

PMAMC believes in the importance of communication and relationship building at all levels of claim handling. It is our experience that claims with proactive disability management and ongoing follow-up, lead to faster resolution and better ultimate outcome for our customers and their employees. The outline below will summarize PMAMC requirements for ongoing disability management and engagement on behalf of our Claims Professionals.



Ongoing and proactive communication with the client for return-to-work planning is important for disability management. When the physical status of the employee changes, updates of physical capabilities and their impact on return to work in transitional/modified/full duty capacity are communicated to the client. In addition, **the Claims Professional will contact the client at a minimum of 30-day intervals** unless other contact has taken place in the interim. Claims Professional will verify return to work with the client and document the file accordingly.

The Claims Professional will utilize job descriptions obtained during initial client contact and provide them to the treating medical providers. It is the Claims Professional's responsibility to communicate with the medical provider confirming they received the appropriate job description and considered it during their assessment of the employee. If the client can accommodate light-duty work, the Claims Professional will obtain available job descriptions from the employer.

Ongoing and proactive **communication with the employee** is critical to facilitate prompt resolution of the claim and to **demonstrate empathy and caring**. On all indemnity claims the Claims Professional will contact the employee at consistent intervals throughout the claim to establish a strong rapport and trust. Contacts and interactions may be more frequent if the claim circumstances change or based on the specific events of the file.

On files involving a Nurse Case Manager, the **PMAMC registered nurse will serve as a patient advocate** and provide an additional level of support to the injured employee by remaining in ongoing contact, closely monitoring treatment progression, reviewing ODG guidelines and working with medical provider on a clinically appropriate treatment and return to work plan.



Claims Professional will **engage the treating provider at the onset of the claims** file and in coordination with the employee's treatment plan. The Claims Professional and/or Nurse Case Manager will follow up with the treating medical provider after the employee's medical appointments for updated work status, medical prognosis, updated diagnosis, appointment dates, and any additional treatment referrals.

If a Nurse Case Manager (telephonic or field) follows up with the medical provider, he/she will engage the Claims Professional to discuss the findings and agree on an action plan that would provide the best benefit to the injured employee while allowing him/her to progress along the treatment trajectory.

The Claims Professional or a Nurse Case Manager may elect to engage a **PMAMC Recover-At-Work Specialist** on select cases to assist with **additional expertise from a vocational rehab specialist** that can work with the medical provider to adjust restrictions and allow for a safe return to work. Utilization of this offering will be done in consultation with the client unless outlined differently in Special Handling Instructions.

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Comprehensive & Integrated Managed Care

PMAcare+

Provider Channeling Tool

PMAMC PPO network is **updated at a minimum every 180 days and is available online** to the City of Ocala. PMAMC provides Claims Professionals and clients with a customized Provider Search tool to locate network providers for employees. **This tool offers claims professionals and injured workers an opportunity to search for network providers by address, zip code, and provider specialty**. Additionally, it provides our Claims Professionals with an opportunity to nominate new providers into the network and help grow the footprint of successful treating physicians. PMAMC Provider Channeling Tool is available online and can provide quick access to the necessary treatment with prior approvals. Networks review their contractual arrangements with individual providers on an annual basis and address any concerns or areas of opportunity. Specialty Networks (those handling PT, DME, and diagnostic services) provide continuous feedback to the medical provider and use a scoring system to drive referrals to the physicians/facilities with best outcomes.

PMAMC Health Ticket

To support communication with injured workers, **PMAMC offers a medical resource card that is mailed to the injured employee** on every claim. The card provides an **outline of resources available to the injured worker,** including a reference to the pharmacy card, listing of PT, DME, and ancillary scheduling services, and medical bill submission protocols.

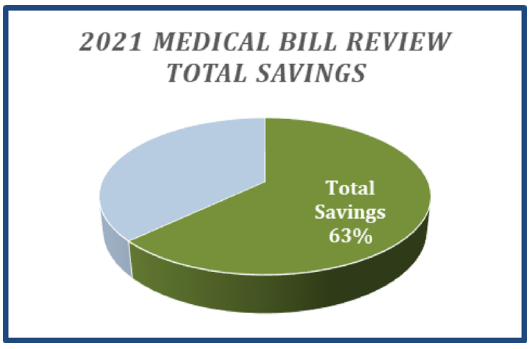
Point of Sale Pharmacy Intervention Program

This optional program is driven by a PMAMC team of clinical experts trained in pharmacology whose sole **focus is to review incoming medications outside of CDC guidelines and develop a comprehensive intervention strategy that would involve potential weaning, drug testing, urine testing, peer reviews, and other tools to help mitigate long-term dependency right at the point of sale**. These nurses review alerts live in our PBM system and make decisions regarding approval of medications utilizing a combination of clinical knowledge and jurisdictional expertise.

Medical Bill Review & Network Management

PMAMC is strategically partnered with Conduent for Medical Bill Review Services. ***Our average Florida customer savings off billed charges in 2021 was 70%, PPO penetration is 73%.***

Medical bill review is integral for managing workers' compensation medical costs. Our bill review service team provides comprehensive expert bill review services. As a cost containment tool, it can deliver real savings by repricing medical bills to state mandated fee schedules, as well as usual and customary rates. It also ensures that negotiated provider discounts are applied, duplicate billings are caught, and dollars are not paid out for services that were not reasonable or necessary. Our full-service bill review platform using the power of the flexible and impactful



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technology has set the standard for maximum net savings with low reconsideration rates. As our client, you will get access to high-quality services at more predictable costs, along with increased flexibility to meet changing regulatory requirements. The benefits of front-end bill processing pre-integrated with bill review are realized with an automated bill and data intake solution.

Physical and electronic technology accurately extracts data and securely delivers it to our medical bill review platform, giving PMAMC actionable insights into bill status and workflows. Our clinical bill review offering combines research, data analysis and medical expertise to ***uncover hidden savings*** through retrospective line-item audits of complex or specialty medical bills and their related medical records. During the bill audit process, **we scrutinize for potential billing errors**, charges not supported by documentation, charges not related to the workers compensation injury, charges that should not be unbundled, validation of the diagnosis-related group, implant verification/proof of service, correct use of CPT, diagnosis, procedure, HCPCS codes and modifiers, and unlisted or bill review code verification and/or re-pricing.

Our negotiators will identify bills based on customized thresholds or those with limited fee schedule savings that aren't eligible for PPO repricing. We leverage ***a highly reliable and defensible database*** as the basis for negotiating a fair cost to both parties. This consistent, systematic approach concludes with obtaining a signed agreement from the provider prior to payment.

- ***Complex Bill Review.*** PMAMC's Complex Bill Review (CBR) team includes coding specialists and Registered Nurses. These experts perform review of medical documentation to ensure appropriate billing based on clinical reports. Our CBR coding specialists review bills for compliance with complex state-mandated rules and regulations beyond fee schedule and UCR guidelines.

- ***PPO Networks.*** PMA offers access to a hierarchy of ***strategically aligned provider networks*** designed to make available the highest quality providers while achieving ***industry-leading savings*** for the client. This includes a series of specialty networks with focused expertise in multiple ancillary services, including physical medicine, DME, diagnostics, Home Health and Dental.

- ***Out-of-Network Program (OON).*** Our OON services provide savings below traditional state fee schedule or usual and customary charges for medical services provided outside of PMA's preferred provider network

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PMAcare+ Signature Program

The PMAcare+ Signature Program is a best-in-class approach to Field Case Management (FCM). Powered by a secure, state-of-the-art case management system and **a national network of 2,000 Field Case Managers**, including nearly 250 who are bilingual, the program is designed to improve injured workers' experiences, increase the efficiency of their care, and expedite their safe and productive return to the workplace.

Improved Security, Care & Outcomes
The PMAcare+ Signature Program combines positive outcomes and **effective cost control and cybersecurity** designed to ensure key user benefits:

- Quality control for case management performance and outcomes
- Multi-level data security protocols protect our customers and their injured workers' data
- Robust single-system data management for complete and consistent program analysis
- Reduced overspending via preferred primary and ancillary service providers with negotiated pricing

THE AVERAGE DAYS A CASE IS OPENED DECREASED BY

23%

THE AVERAGE INVOICED AMOUNT DECREASED BY

18%

THE AVERAGE RETURN TO WORK INCREASED BY

11%

**Typical results after two years of Signature usage*

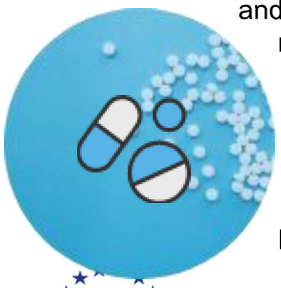
**Your experience with PMAcare+ Signature Program may differ.*

Safeguarding What Matters
All PMAcare+ Signature Program case management work is performed within a single secure and dedicated system. Field Case Manager notes go **directly into the PMA claim system** via secured electronic transmission, which means your injured workers' information is protected throughout the case management process. This approach mitigates risk for all parties and provides a comprehensive view of your case management program.

Strong, Flexible Model to Optimize Results
Our customers may continue working with their preferred FCM providers and still reap the benefits of the PMAcare+ Signature Program. **We can work with customer-nominated providers** to contractually add them to the network to leverage the Signature platform's secure environment. Incorporating these providers into our network gives injured workers the care and protections afforded by the Signature Program.

Pharmacy Benefit Management (PBM) Services

PMAMC offers robust pharmacy benefit management services. Our program delivers **utilization controls, targeted interventions, and care management solutions** to address drug utilization, prescriber activity, and medication mix. Our PBM program offers full adjudication of physician dispensed and third-party invoices for pharmaceutical products. Additionally, the program includes retail pharmacy with all major national chains, mail order pharmacy, clinical management and formularies, as well as on-line resources for reporting and education.



PMAMC provides a claim eligibility feed to our PBM through an electronic interface that is used to manage script alerts and administer the specifics of each pharmacy program.

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Our PBM principles include a focus on providing value pricing to clients, encouraging the use of high-quality and less expensive generic drugs, maintaining excellent pharmacy relationships to provide a robust pharmacy network and offering a skilled team of professionals to manage and achieve our program goals. PMAMC has significant resources to help control pharmacy costs and to meet the needs of injured workers.

Some of the features of the PMAMC Pharmacy Benefit Management program include:

- Average 30% *contract* savings off billed charges**, average 54% savings, including cost avoidance savings**
- **Over 70,000+ pharmacy-chains and independents**. Including all major retail chains (CVS, Walgreens, Target, Wal-Mart, Albertsons & Rite Aid)
- **First-Fill capabilities** even if claim has not been reported to PMAMC at no cost to your employees
- **In-house medical and clinical expertise** to guide claim representatives and nurse case managers
- **Script Alert- identifies potentially inappropriate patterns** of medication use and evaluates the need for interventions

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Additional Services for Your Consideration

Point of Injury Clinical Triage Program - PMA Care24

This optional **24/7/365 telephonic first notice of loss and clinical assessment** by a Registered Nurse (RN) of an employee's condition occurs immediately at the point of injury. The RN serves as **a patient advocate** in determining the most appropriate level of care and triaging the new loss. The RN provides treatment recommendations and/or refers the injured employee to a provider within the PMA Preferred Network. This interaction becomes the sole point of claim reporting to PMAMC and helps mitigate costs and utilization.

Customers that elect to participate in this offering are provided with **a unique 1-800 number** that they can offer to their employees for claim reporting purposes. At the time of injury, employee or their supervisor (based on the client's internal set-up) utilizes this number to call-in a claim. They will reach a telephonic nurse who will complete a triage of the injury and medical history and provide an assessment of future medical needs for the injured employee. Our PMA Care24™ product is specific to PMAMC and provides a number of great benefits to our clients, including **early access to clinical care**, **impact on OSHA recordables** by avoiding unnecessary treatment, **reduction in Emergency Room spend**, access to after-hour care when panel providers are not available, **reduction in lag times for reporting claims**, and improved network and panel penetration.

Access to Tele-Health

Telemedicine connects injured workers with specially trained physicians and physical therapists for medical diagnosis and treatment online, including prescribing medications when necessary. Injured workers can have one-on-one video consultations right from the comforts of home via their smartphones, tablets, or computers.

Telerehabilitation

- Injured workers can avoid delays in getting the physical therapy (PT) they need with quality care through telerehabilitation
- Telerehabilitation offers one-on-one PT sessions with certified physical therapists via a smartphone, tablet, or computer
- 30- or 45-minute sessions are available 7 days a week in all 50 states



Telephonic, Field & Catastrophic Nurse Case Management Services

PMAMC's service team includes telephonic nurse case manager resources. Additionally, PMAMC employs a team of specialized and dedicated nurses that are responsible for evaluation and action plan development on all lost time cases identified through the PMA model. The PMAMC program contains a team of highly skilled Registered Nurses with strong expertise in managing occupational injuries. Our Nurse Case Managers work in an integrated fashion with our claims professionals, treating providers and injured workers to facilitate an appropriate treatment plan to achieve timely, safe return-to-health. PMAMC offers telephonic and field case management services that are geared toward employee advocacy and education. PMAMC offers our clients access to a national network of multi-lingual nurses available to travel and assist employees in their care plans.

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Utilization Review



PMAMC uses evidence-based and jurisdictionally compliant medical guidelines to evaluate the **reasonableness and necessity of injured employee care.** Treatment is reviewed prospectively, concurrently, or retroactively by a Registered Nurse via a **URAC certified process**. Utilization Review determinations serve to impact treatment decisions and the strategy based on jurisdictional guidelines.

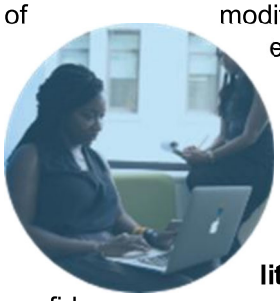
Medical Peer Review



PMAMC engages a board-certified provider, in the same specialty as the injured employee's treatment physician, to review the treatment file and **render an expert opinion of medical treatment** for reasonableness and necessity. The Peer Review physicians are also engaged to provide an expert opinion in cases that warrant further review as a part of the Utilization Review process or through other jurisdictional requirements.

PMAMC Recover-At-Work Solution®

PMAMC offers Recover -At- Work solution for our customers looking to improve their outcomes in this area. PMAMC utilizes internal Recover-At-Work specialists (RAWS) **trained in vocational rehabilitation with certifications in rehabilitation specialty and occupational health.** These resources are utilized to assist our customers with analysis and development of a comprehensive job demand bank, creation of modified duty positions within unique departments understanding complexities of each employer's business. Our RAWS are uniquely positioned to provide our customers with solutions and recommendations around development and **implementation of the return to work programs at departmental or organizational levels. Additionally, RAWS are often utilized to provide transferrable skill analysis, resume reviews and assist with cross-departmental job placements within employer's organization. Unlike a formal vocational rehabilitation specialist assigned by the state, through defense counsel or due to litigation, the RAWS is focused on offering injured employees support and** confidence necessary for the return to work in temporary or permanent capacity.



PMAMC Medicare Solutions

PMAMC offers dedicated centralized resources for oversight and management of all Medicare and Medicaid products and services. Our PMAMC Medicare Solutions division provides our customers with access to **best-in-class services for all of their Medicare and Medicaid needs**, including Medicare Set-Asides, Social Security checks, conditional liens and other related services. We provide **extensive quality oversight** to these services and conduct regular audits and quality assurance initiatives to ensure compliance with PMAMC Service Level standards and expectations.

Claims professional will evaluate each claim on its specific merit and provide recommendations related to the need for Medicare Set-Aside, conditional lien searches, structured settlement considerations. Recommendations are made in collaboration with case managers, defense counsel and other parties.

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Risk Control Services

Drawing on **100+ years of safety, risk management and commercial insurance experience**, our risk control team has provided cost effective safety and risk management services to organizations throughout the United States. With more than **60 risk control consultants on staff**, our risk control services are designed to prevent claims, support effective safety and risk management practices and lower the cost of risk for our clients.

Outlined are core skills of the PMAMC's risk control team and how we believe the City of Ocala will benefit from an expanded engagement with our risk control team, **if you so choose**. *Please note that these services are only applicable for clients who purchase the program.*

Data Analytics



Organizations that leverage data analytics will better understand their business, their industry, their strengths and their opportunities for improvement. **PMAMC will bring clarity to complex data, analyzing loss trends** to pinpoint areas needing improvement and ultimately reduce the frequency and severity of your losses and costs. We provide analytic solutions, including **stewardship reporting, loss trending analysis, industry comparison,** and goal establishment. PMAMC can provide a "Performance Indictor Report" for the City of Ocala program where we normalize and rank client performance. (see below).

Risk Assessment

PMAMC risk control can support the City of Ocala underwriting process by assessing exposures presented by employees. We have experience working closely with underwriters to identify risk characteristics which drive performance and selection.

Safety & Risk Management Training

PMAMC's risk control team is also available to develop and present customized safety and risk management training events to address the specific needs of the City of Ocala and its employees via remote training platforms or in live on-site training (post COVID).

Risk Improvement Support

Every organization can improve their safety and risk management performance. Using data analytics, we work with organizations to understand historical loss trends and develop plans to prevent claims and reduce claim costs.

OSHA & Regulatory Compliance Support

To help our clients manage their OSHA compliance and other regulatory safety standards we offer a **broad range of safety training and safety program assistance designed to ensure compliance and keep employees safe**. We routinely provide training and program development around OSHA lockout / tagout, fall protection, hazard communication, ergonomics, blood borne pathogens, personal protective equipment, emergency planning and workplace violence to name a few. To support these efforts, many of our consultants are authorized **OSHA 10 and 30-hour outreach trainers**. In addition to OSHA compliance, we also offer many programs designed to manage the liability exposures associated with facility conditions, motor vehicle operations and employment practices.

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OSHA REPORTING & SPECIALIST SERVICES

PMAMC offers our clients access to our proprietary **OSHA tool through PMA Cinch**, our online risk management information system. This tool offers users the ability to quickly and efficiently track the recordability of OSHA cases, and easily complete and generate OSHA 300 and 300A logs in compliance with OSHA regulations.

This option incorporates trained OSHA Recordkeeping Specialists who can help alleviate the organizational burdens of OSHA tracking and recordability. **These specialists can help with recordability, tracking, and OSHA log generation.** All services are performed in accordance with the OSHA requirements and special handling guidelines for our clients, including:

- Assistance with customized reporting
- Reporting by state, region, or specific location
- Flexible report generation frequency to support our clients' unique OSHA compliance needs

PMAMC's RMIS System

PMAMC Cinch®

*PMAMC provides clients with **PMA Cinch®**, a Risk Management Information System with easy access to live claim information, status updates, and the ability to run reports and dashboards.* The robust capabilities and flexibility of Cinch® allow your end users to pinpoint the information that can significantly impact your bottom line. **By analyzing trends** and taking quick corrective action, you can **enhance your operating performance, lower costs, and improve your financial results**. On a day-to-day basis, Cinch® will give you **timely and convenient access** to information about claims. The tool features an "Executive Dashboard" for a high-level view of activity. It also enables users to drill down, analyze, and develop reports and graphs about a wide range of information, including:

- **Executive Summary** Tool
- Utilize an **interactive tool** to organize and view both aggregate and individual claims information.
- View **claims information per your parameters**—location, type, status, and accident date range.
- Data appears in **easy-to-view graphs, charts, and tables**, allowing you to grasp information quickly.
- Display **elements are based upon detailed data** in your existing loss reports.
- **Ease of Use**

The Dashboard is highly intuitive and requires minimal training, but **we are happy to deliver training to any client** as needed.

We have continuously enhanced PMAMC Cinch® based on feedback from **client focus groups**. We listened to our clients and gave them the reports and tools they need to make decisions about their risk management programs.

*We also provide Stewardship Reports, Benchmarking and customer reporting **capabilities which outline trends that have an impact on your organization's total cost of risk**. Stewardship Reports provide benchmarking, pending analysis, risk profiles, and risk management*

Real-time access to adjuster notes, supervisory notes, field case management notes, diary items, payment records, medical and expense bills



Contains all historical converted claim information at enterprise claim levels



Successful Conversions from 50+ TPA systems, including your current TPA



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tion, Auto, Property, and General Liability

Business Metrics and Analytics

PMAMC offers Business Metrics and Analytics services that assist with interpreting your historical business data using analytical methodologies, statistical and predictive models to **transform your data into business insights** that can be leveraged to make business decisions, **improve productivity and reduce expenses**. These solutions help our clients **develop trend analysis** and provide them with recommendations for actionable items that can help improve their outcomes. Below are some of the examples of the available dashboards. However, the **functionality is vast and expansive** and would be **best displayed via a live demonstration** of the PMAMC RMIS Cinch® system. Additional reports capturing any data required could be provided upon request.



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Stewardship, Benchmarking and Client Reporting

Stewardship Reporting

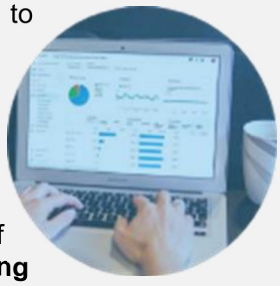
In addition, we provide a detailed stewardship report on an annual basis to review the overall results of your program against your risk management goals. This report provides an **extensive financial analysis**, a detailed analysis of loss information, including PMAcare+ and litigation management impact, and a comprehensive review of risk-management data. This report is used both to demonstrate the results that have been obtained and to identify loss trends, enabling you to determine exactly where to focus your ongoing risk management efforts.



It is PMAMC's philosophy that **every client should be a success story**. We utilize our stewardships to highlight success stories that we achieve in partnership with our clients while also using our analytical capabilities to highlight further areas of opportunity that could be impacted. We strive to support our client in the **quest of continuous improvement** and to utilize our expertise in risk management and claims handling to develop joint ideas and solutions to impact the total cost of risk for our customers while continuing to care for their injured workers, customers and claimants.

Benchmarking

PMAMC offers Business Metrics and Analytics services that assist with interpreting your historical business data using iterative methodologies, statistical and predictive models to **transform your data into business insights** that can be leveraged to make business decisions, improve productivity and reduce expenses. These solutions help our clients develop trend analysis and provide them with recommendations for actionable items that can help improve their outcomes. PMAMC post-loss services include **peer, industry and jurisdictional benchmarking**. PMAMC offers **sophisticated business analytics model** that includes extensive data aggregation via our state-of-the-art claims system, data mining by our team of highly specialized business analysts, **predictive analytics focused on directing the right claim to the right resource at the right time**, and a suite of data visualization tools.



Client Reporting



PMAMC Business Metrics and Analytics assists our customers with solving for recommendations related to their unique business needs. We utilize your data to provide information and recommend actions that could help improve outcomes, reduce total cost of risk and enhance your program.

Our reporting capabilities are expansive and can support all of our customers' needs, including **scheduled and ad-hoc reporting related to deductibles, open excess recoveries**, numerous variations of customized loss runs, customized data fields, and any other analytics required by our clients.

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PMAMC's Transition Plan

PMAMC has successfully transitioned numerous accounts from other TPA's. Over the years, we have developed detailed plans for the smooth transition of new accounts that will provide for uninterrupted benefits to your employees. Here are the key action steps and timeframes for your reference.

Transition Overview

Upon award of the City of Ocala contract, PMAMC will schedule a comprehensive service orientation meeting to discuss the specific claim and servicing guidelines that will work the best for you. We will work with you to ensure that specific personnel and/or departments will be informed of the key facets of the transition. PMAMC will also be engaging our entire service team to begin the implementation of claim file transfer, data conversion, funding mechanisms, PMA CINCH® installation, and other initiatives. Over the years, we have developed custom detailed plans for the smooth transition of new accounts that will eliminate any interruptions in the claims process.



7 Day Transition Plan

- Perform claims orientation meeting with the Client and PMAMC Service Team
- Establish Special Handling Instructions
- Collect copies of open run-off claim files from the Incumbent TPA to begin the imaging process
- Begin Data Conversion Process
- Set-up access to PMA CINCH® (RMIS)
- Establish banking arrangement for claims funding
- Establish location structure and required coding

15-30 Day Transition Plan

- Convert available images into PMAMC system
- Notify medical providers and vendors of changes in TPA
- Connect with key vendor partners for PMAMC Orientation
- Set-up and training on PMA CINCH®
- Claims evaluation of takeover files
- Reserving, payment, diary set-up
- Completion of data conversion
- Customized reporting development

	Pre-Transition	At Transition	Post Transition
Implementation Planning Meeting	✓	✓	✓
Outreach to Parties Involved in Claims	✓	✓	✓
Process Integration, Special Handling Instructions, Program Customization	✓	✓	
Customize Banking, Feeds, Reporting Requirements	✓	✓	
Conversion and Data Load		✓	✓
Reserving, Payments, File Summaries		✓	✓

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Pricing Proposal

PMA offers a complete and comprehensive claims management and risk services program.

Claims Handling Activities:

- Investigation
- Three-Point Contact
- Action Planning
- Claims Processing
- Compensability Decisions
- SIF Investigation
- Excess Reporting & Recovery
- Fraud Prevention / SIU Capabilities
- Account Management
- Quality Assurance Program Oversight
- Structured Settlements
- Pre-Settlement Advisories
- EDI with State as Required
- 1099 Reports
- Settlement Authority
- Resolution Negotiation
- Litigation Management
- Check Issuance
- Payment Registers
- Claim Review Meetings
- Stewardship Meeting
- Self-Insurance Re-Application Assistance
- First Report of Injury Filed with State Agency
- Customized Claim Handling Instructions
- Reserve Advisories
- Patriot Act Compliance
- Office of Federal Asset Control Compliance
- Claim Acknowledgements
- Direct Deposit of Indemnity Payments

PMAcare+ Managed Care:

- Medical Bill Review
- Complex Bill Review
- Out-of-Network Bill Review
- Early Intervention Nurse Assessment on Lost Time Claims
- PPO & Specialty Network Access
- PPO Radius Listing & Mapping to Locations
- Pharmaceutical Benefit Management
- Case Management

Safety/Loss Prevention Services:

- Websource Access
- PMA Technical Bulletins
- PMA Monthly Web Events Training
- 300+ Safety Videos/DVD Library
- WC/Liability Performance Indicator Report
- Risk Management Assessment
- PMA Insights White Papers
- PMA Engineering & Safety Services

RMIS Services:

- Executive “Dashboard”
- Internet Claim reporting via Cinch
- Claim Number Notification
- Real Time Access to Claim Log Notes
- Client Diary System
- Loss Analysis Reports
- PMAcare+ Savings Reports
- Reserve Analysis Reports
- Email Claims Professional Capabilities
- “Schedule My Reports” Feature

Loss Adjustment Expenses:

- Independent Medical Exams
- Medical Bill Review
- Complex Bill Review
- Out-of-Network Bill Review
- Case Management Expenses
- Utilization Review Expenses
- SIF / SITF Recovery
- PPO Network Access Fees
- Private Investigators
- Medicare Section 111 Reporting Fee
- Central Index Bureau /National Insurance Crime Bureau
- Legal Fees / Attorney Fees
- Records Reproduction Fees
- Medicare/Medicaid Conditional Payment Review

Client is responsible for the payment of all Loss Adjustment Expenses including, but not limited to, the above.

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Pricing Option – Flat Fee – LOC

PMA Management Corp. will provide comprehensive LOC Third Party Administration Services for all new claims as represented in your proposal for the period April 1, 2023, to April 1, 2028, as follows:

Contract Type		Year 1	Year 2	Year 3
LOC – Flat Fee		$267,413	$267,413	$267,413
Bundled Services				
Claims Handling		Included	Included	Included
Annual Admin Fee		Included	Included	Included
CINCH ($500 per add'l user)	3 Users	Included	Included	Included
Unbundled Services				
Cost Containment	(% of Savings)	19%	19%	19%
Optional Unbundled Services				
Risk Control	Per Hour	$135	$135	$135
Subrogation Specialist	% of Recovery	17%	17%	17%

**This pricing is for a 3-year contract with two optional extension year(s). Each extension year is subject to a 5% rate increase.*

**This quote is valid for 90 days from the day of presentment. If the quote is accepted after 90 days, we reserve the right to re-price the account.*

**For Flat Fee Pricing agreements, if during the term of the contract, any individual occurrence results in more than ten claimants, as determined by PMAMC, then the following additional claims handling fees above and beyond the Annual Flat Fee shall apply: beginning with the 11th claim and for every claim thereafter, $850 will be charge for each Lost Time Claim; $125 for each Medical Only Claim; and $40 for each Record Only Claim.*

For Flat Fee Pricing agreements, if during the term of the contract, any individual occurrence results in more than ten loss lines, as determined by PMAMC, then the following additional claims handling fees above and beyond the Annual Flat Fee shall apply: beginning with the 11th loss line and thereafter, $650 per AL/GL Bodily Injury Loss Line; $395 per AL/GL Property Damage Loss Line; $325 per Auto Physical Damage Loss Line, $595 per First Party Property Loss Line; and $995 per Professional Liability Loss Line.

Pricing includes one dedicated PMA liability adjuster, as well as a quarter of a part time adjuster.

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Exhibit A – Other Services Fee Schedule

All fees are billed as incurred unless specifically agreed otherwise.

Service Type	Amount
Managed Care:	
Bill review and repricing	$ 0 per bill, plus 19% of savings
Utilization review	$125 per review
Clinical case management services	$103.00 per hour
Medical consultant review	$255 per review
PMA Care 24	$103.00 per call
Point of Sale Pharmacy Program	$75.00 per review
Medical Director	$250 per hour
Medicare Solutions:	
Section 111 Reporting	$9.00 per claim queried
Medicare Set-Aside Allocation	$2,200 each
CMS Submissions	$630 each
Medicare Conditional Payment Research	$130 each
Medicare Conditional Payment Appeal or Dispute	$260 each
Medicare Conditional Payment Research Final Demand	$55 each
Medical Cost Projections	$1900 each
Evidenced Based MSA	$2,200 each
Life Care Plan	$185 per hour
Legal Nurse Review	$1,900 per review
Update (of prior MSA report)	$785 per report
Resolution Services	$130 per hour
Medicare/Social Security Verification	$205 each
Medicaid Conditional Payment Research	$260 each
Medicare Advantage Plan Conditional Payment Negotiation	$525 each
Provider Relations Specialist	$110 per hour
Information Systems:	
RMIS fee	Included for up to 3 users $500 per year each addt'l user
Standard Data Conversion	N/A
Customized Reporting/Programming	$155.00 per hour
Standard Data Feed Set-Up	$2,500 per year
Standard Data Feed	$200 per month

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Risk Control:	
General	$135 per hour
Industrial hygiene services	$180 per hour
Special Projects	To be determined
Claim Adjustment:	
Vocational Rehabilitation	$103.00 per hour
Claim Indexing	$7.90 - $13.10 per query depending upon search method and services
Legal Bill Analyzer	3% of gross billed charges
Other:	
Administrative	Included
Non-standard claim intake	$18 per claim
Subrogation Specialist Services	17% of gross recovery
Excess & Second Injury Fund Recovery Services	2% of gross recovery
Recover to At Work	$110.00 per hour
Standard Data Extract (upon termination)	$5,000
OSHA reporting preparation services	$18 per incident $1,500 annual minimum
OSHA special projects	To be determined
Each Claim Review in excess of two per year	$1,500 per review, per day plus PMA expenses
Onsite claim review	Travel incurred by PMA personnel is reimbursed in full by the client

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PMAMC Funding Options

PMAMC offers ACH direct deposit and expedited payments **at no additional cost to the City of Ocala**. PMAMC claims loss funding options are outlined below.

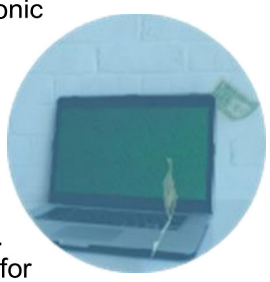
Traditional Escrow



With this option, the client will provide PMA with an escrow of three months of estimated paid losses and loss adjustment expenses. PMA will pay for the claims throughout the month with this account. At the end of the month, PMA will bill the client for losses and loss adjustment expenses paid along with the appropriate claims handling fees (if applicable). The client will also receive detailed loss reports showing all claims activity for the month and a cumulative claims summary report by policy/contract.

Direct Funding

With this option, the client will receive a daily, weekly, or monthly electronic communication from Wells Fargo Bank with the total claim checks issued that day, week, or month. On the next business day, Wells Fargo will initiate an ACH transfer to deduct the previous days' (weeks'/months') claims from the client's bank account. Payment is deposited directly into a sub-account, which is unique to the client. At month-end, the client will receive an AMPS billing statement for the loss-handling fees. The client will also receive detailed claims reports showing all activity for the month and a cumulative claims summary report by policy/contract. Reimbursement by check or client-initiated wire transfer/ACH transfer is required for payment of all fees.



PMAMC eBilling Solution



eBilling* is available to PMAMC clients for loss funding and service fees bills. With eBilling you can easily access and view your bills electronically through our secure internet site instead of receiving paper copies through the mail

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PMA COMPANIES
THANK YOU
We WOULD BE HONORED TO CONTINUE
AS YOUR TPA AND RISK SERVICES PARTNER
PMA MANAGEMENT CORP.

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Angel B. Jacobs ajacobs@ocalafl.org April 19 City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs F82769461C4E4E5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/30/2023 6:32:19 PM Viewed: 5/31/2023 11:03:02 AM Signed: 5/31/2023 11:03:20 AM
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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.

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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..

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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.

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FIRST AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SOUTHERN LAWN CARE MID FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 27-4898723) ("Vendor").

WHEREAS, on March 14, 2023, City and Vendor entered into an Agreement for Grounds Maintenance Services (the "Original Agreement"), City of Ocala Contract No.: REC/230068; and

WHEREAS, City and Vendor desire to modify the locations to be maintained by Vendor as set forth in the Price Proposal attached to the Original Agreement as Exhibit B.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
4. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as Exhibit B – Price Proposal is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Amended Exhibit B – Price Proposal.**
5. **NOTICES**. All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Vendor:
Southern Lawn Care Mid Florida, Inc.
Attention: Tim McQuaig
13900 NE 41st Terrace
Anthony, Florida 32617
E-Mail: kawboy32x@gmail.com
PH: 352-304-3921

If to City:
Daphne Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: notices@ocalafl.org
PH: 352-629-8343

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with copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: cityattorney@ocalafl.org

5. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

6. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.

7. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 7/5/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...
Ken Whitehead
Assistant City Manager

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...
William E. Sexton, Esq.
City Attorney

SOUTHERN LAWN CARE MID FLORIDA, INC.

DocuSigned by:
TIM MCQUAIG
5F5BAB04EEEA49A...
(Authorized Signatory)

By: TIM MCQUAIG
(Printed Name of Signatory)

Title: President
(Title of Authorized Signatory)

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AMENDED EXHIBIT B - PRICE PROPOSAL			CONTRACT# REC/230068
Southern Lawn Care Mid Florida Inc			
ITEM	**DESCRIPTION**	**UOM**	**Unit Cost**
1	Scotty J. Andrew Park• SE 11th Ave and SE12th Terr• Mow at three (3) inches	Each	$53.30
2	Big Sun Soccer Complex · 2811 SE 36th Ave · All common areas (no athletic fields) and entrance from 36th Ave both sides of the road, parking lots.	Each	$384.90
3	Clyatt Park - 1401 SE 17th St, including the old electric substation site (lot withsmall building on it to the west of the parking lot). Mowinq does not include baseball field.	Each	$142.14
4	E.L Foster Walking Trail- 2025 SE 31 St. mow 10 feet on either side of the walking trail, edge sidewalk and weed eat around any amenties within the 10 feet.	Each	$148.00
5	Fisher Park - 900 SE 22nd St	Each	$87.80
6	Fort King National Historic Landmark - 3800 block of NE Ft King St - from Ft King to the south, tree lines on all sides, 3900 block National Landmark from Ft King to the south. Tree lines on all other sides, including around the house (not trails), encampment area on east side, Kline property {NW 41 Ave.} around the fort to tree line, field north of the fort, DAR area, around house (3841 E. Ft. King St) to the south of the fort.	Each	$148.00
7	Fort King Tennis Center - 3301 SE Ft King St Mow and weed eat all grass within the North, South, East and West fence line interrior of the the Fort King Tennis Center. Mow and weed eat around bollards to the north and east alonq the driveway (not to include the ORA).	Each	$59.22
8	East Highway 40 Gateway· Median just west of the intersection of Highway 40/NE 44th Terr.	Each	$53.30
9	Highlands East - 3100 block of SE 13th St	Each	$53.30
10	Highlands West - SE 13th St and 29th Terr	Each	$41.45
11	Idvlweir Park - SE 10th Ave & SE 10th St	Each	$41.45
12	Jervey Gantt Park • 2400 SE 36th Ave (including Masonic property) includes dog park and ROW around the park, all sides of the park, Coleman Center, pool (NW corner inside of fence), MOMS Park (ROW on west side along SE 17th ST roadway), around the basketball, raquetball, volleyball, and tennis courts, all pavilions, outside of (not the actual field) the football, t-ball and softball fields, all areas where the trails go, and parking lots. Park boundaries · Ocala Christian School, SE 17th St and County Health Dept to the north, SE 36th Ave to the east, SE 24th St to the south, and SE 32nd Ave/YMCA to the west. Common areas (around all buildings and bleachers) within the fenced areas around the football fields, but not including the football fields.	Each	$947.60
13	Jim Kirk Park - 2913 NE 9 Ave mow eastern side from the north property line south to walking trail (south of the playground), from western rentention pond to eastern property line, mow 10 feet on either side of the rest of the walking trail	Each	$118.45
14	Nature Park- 1600 block of SE 30th Ave. Boundaries - SE 30th Ave to the east, SE 29th Terr to the west, and from fence line to fence line on the north and south sides. This includes all ROW's.	Each	$118.45
15	Ocala Golf Club- 3130 E. Silver Springs Blvd. Open area behind back nine restrooms, 11th Tee to the north 12th Fairway to west, 13th Fairway to the East, Retention Pond to the South	Each	$75.00
16	Powhattan Park - 3729 SE 3rd St - Both sides of the street, including ROW's.	Each	$47.38
17	Ritterhoff Park - 1400 block of SE 17th St.	Each	$47.38
18	Sliver Pines Walking Trail - 1600 block NE 40th Ave mow 10 feet on either side of the walking trail, edge trail and weed eat any amenties within the 10 feet.	Each	$130.29
19	Todd C. Prosser - SE 12th St/SE 11th Ave includinq trianqle to the southwest of the park	Each	$47.38
20	Turnipseed Park · SE 5th St, SE7th St, and SE 13th Ave	Each	$47.38

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ITEM	DESCRIPTION	UOM	Unit Cost
21	Tuscawilla Park - NE 3rd St (South) to NE 9th St (North} and RR tracks (West) to NE 8th Ave (East). Mow around Reilly Art Center (mow St. Augustine grass at 4", weed eat south side hill and around hollies on the east side), Senior Center, Discovery Center, American Legion, Girl Scout house, Recreation & Parks Administration building (weed eat hill on east side), Pavilion to the south of the auditorium, playground, tennis and basketball courts, vacant lot east of the VFW building (on 8th Avenue), the east pond, east parking lot (NE Sanchez Ave. And NE 4th St.) and the west pond to the waters edge, all ROW's on all sides of the park. Do NOT mow baseball field. Recreation Operations Center (410 NE 3rd Street by Fire Station), north parking lot from the railroad tracks to the west, Sanchez on the east, NE 9th St to the south and skate park to the north.skate park (rentention area}, property north of the skate park from Sanchez on the east-bottom of embarkment on the north side, railroad track to the west and skate park to the south.	Each	$947.60
22	Walker Park - SE 7th St and SE 17th Ave	Each	$47.38
23	Chazal Park - 800 block of NE 10th Ave, including slopes of retention pond arid ditch line	Each	$148.00
24	Community Garden • West Highway 40/NW 24th Ave - whole block including ROW	Each	$88.83
25	Carver Park- SW 7th St and SW 13th Ave -Road way on west, north and east side to include Boys & Girls Club of Marion. North of FWC fenceline boardering the south and west property line of the Boys & Girls Club of Marion to the Northern boudary of Carver Park alonq SW 6th St.	Each	$266.51
26	Heritage Nature Conservancy - 2005 NE 3rd St/North entrance 525 NE 18th Ave, maintenance road on east side to rentention pond on west side, out to NE 3rd St., all open areas in the middle, both side of trail	Each	$71.07
27	Hilldale Park - 1500 Block of NE 8th Street	Each	$50.00
28	Legacy Park Walking Trail- 701 SW 9th Ave. mow 10 feet on either side of the walking trail, edge trail and weed eat any amenties within the 10 feet and mow around the parkinq lot and park sion	Each	$177.67
29	Lamb Park - NW 13th St and NW 9th Ave - Including ROW's to the west, east and north	Each	$53.30
30	Lillian Bryant Park - 2200 NW 17th Pl - NW 23rd to the west, to fence line to the north and east, NW 14th to the south, not softball field, mow ROW around the park	Each	$379.04
31	Marimere Park - 122 NW 25th Ave	Each	$29.61
32	MLK Memorial Park - 500 block SW Martin Luther Kinq Jr Ave	Each	$41.45
33	MLK Recreation Complex - 1510 NW 4th St (not baseball/football fields) including all ROW's to the south, north, east, and west; the Family Resource Center, pool (inside SW corner), gym and Barbara Washington Adult Activity Center (north side), around basketball and racquetball courts, playgrounds and exercise equipment, pavilions, mow behind wall on east end of the football (20 foot from wall) and concession stand.	Each	$414.57
34	Northside Park - 2000 NE 12th Terr	Each	$29.61
35	Ocala Regional Sportsplex - 3500 SW 67th Ave (not including sports turf). All alleyways between the softball and football fields. Boundaries - 67th Ave to the east. tree line to the south at the west fence line and the bollard line to the North. Mow around ticket booth, parking lot, around basketball and volleyball courts, lighted practice field on NE side of the park (not the field itself), maintenance shed, and all ROWs including ROW from 67th Ave. On the east to 25' past the line of trees on west side from the maintenance gate to ORS to the entrance to the water treatment plant to the north.	Each	$769.92
36	Ocala Model Railroaders Property (not including DRA) - 1247 NE 3rd St. Boundaries - Cemetery entrance to the east, fence line on either side of the Model Railroad building to the north, NE 3rd St to the south, fence line with houses to the west. Back area from the pond to the west and to the fence lines on the east, north and south.	Each	$41.45
37	OPD Tot Lot-2400 W Silver Springs Blvd. Parking lot to North, Wood line to the South, Retention area to west SW 24th Ave to the East	Each	$36.05

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ITEM	DESCRIPTION	UOM	Unit Cost
38	Poinciana Park - 1670 SW Ft Kinq St, ROW's	Each	$29.61
39	Rivers Tot Lot· NW 10th Ave & NW 1st St	Each	$29.61
40	Scott Springs Park - 2300 SW 24th Ave - fence line to the west and south, SW 24th Ave. to the west, tree line to the north, around back parking area. Several passes on the east side of the driveway to tree line. Keep ditch line mowed down. The west retention pond from top of embankment to the bottom of slope.	Each	$325.73
41	Second Chance Park - NW 19th Ave & NW 2nd St, ROW's	Each	$41.45
42	Tom's Park - 2300 NW Magnolia Ave - Including ROW's to the east and west, from street to street east to west, and fence line to the south and north, around the pond	Each	$148.06
43	West Heritage Trail-1000 W Silver Springs Blvd. South Silver Springs Blvd, North Property line. East NW 9th Ave, West NW 11th Ave	Each	$36.05
44	William James Walking Trail- 1600 block Martin Luther King Ave. - Mow 10' around th@ parking lot, excise equipment, both of sides of sidewalk from the parking lot to around the ORA., edge sidewalk and weed eat any amenties within the 10 feet.	Each	$60.77
45	Wyomina Park - NE 10th St & NE 11th Ave	Each	$71.07

Certificate Of Completion

Envelope Id: 5941640074544218BE9851A5B410D17A
Status: Completed
Subject: First Amendment - Grounds Maintenance Services, Southern Lawn Care Mid Florida, Inc. (REC/230068)
Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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Envelope Originator:
Brittany Craven
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
biverson@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
7/3/2023 8:36:18 AM
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Signer Events	Signature	Timestamp
William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William E. Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/3/2023 8:39:31 AM Viewed: 7/5/2023 8:25:51 AM Signed: 7/5/2023 8:25:55 AM
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TIM MCQUAIG kawboy32x@gmail.com President Security Level: Email, Account Authentication (None)	DocuSigned by: TIM MCQUAIG 5F5BAB04FEEA49A... Signature Adoption: Pre-selected Style Using IP Address: 67.233.132.135	Sent: 7/5/2023 8:25:56 AM Viewed: 7/5/2023 9:15:13 AM Signed: 7/5/2023 9:17:45 AM
Electronic Record and Signature Disclosure: Accepted: 7/5/2023 9:15:13 AM ID: 4e171d3d-0bd8-4aff-8ef1-30f2ff524500		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/5/2023 9:17:46 AM Viewed: 7/5/2023 11:15:23 AM Signed: 7/5/2023 11:21:00 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Angel B. Jacobs ajacobs@ocalafl.org April 19 City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs F82769461C4E4E5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/5/2023 11:21:01 AM Viewed: 7/5/2023 11:29:58 AM Signed: 7/5/2023 11:30:08 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/3/2023 8:39:31 AM
Certified Delivered	Security Checked	7/5/2023 11:29:58 AM
Signing Complete	Security Checked	7/5/2023 11:30:08 AM
Completed	Security Checked	7/5/2023 11:30:08 AM

Payment Events	Status	Timestamps
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.

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SECOND AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES

("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SOUTHERN LAWN CARE MID FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 27-4898723) ("Vendor").

WHEREAS, on March 14, 2023, City and Vendor entered into an Agreement for Grounds Maintenance Services (the "Original Agreement"), City of Ocala Contract No.: REC/230068; and

WHEREAS, on July 5, 2023, City and Vendor entered into a First Amendment to Agreement for Grounds Maintenance Services ("First Amendment") to modify the locations to be maintained by Vendor as set forth in the Price Proposal attached to the Original Agreement as Exhibit B; and

WHEREAS, City and Vendor now desire to add a location to be maintained by Vendor as set forth in the Price Proposal attached to the First Amendment as Amended Exhibit B.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
4. **AMENDMENT TO AMENDED EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement, as amended, as Amended Exhibit B – Price Proposal is hereby deleted and replaced, in its entirety, with the document attached to this Second Amendment as **Exhibit B – Second Amended Price Proposal.**
5. **NOTICES**. All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Vendor:
Southern Lawn Care Mid Florida, Inc.
Attention: Tim McQuaig
13900 NE 41st Terrace
Anthony, Florida 32617
E-Mail: kawboy32x@gmail.com
PH: 352-304-3921

If to City:
Daphne Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail:notices@ocalafl.gov
PH: 352-629-8343

with copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
7. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on _____.

ATTEST:

DocuSigned by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
567FF7ME88874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

DocuSigned by:
William Sexton
B07DCEC4E86E429...

William E. Sexton, Esq.
City Attorney

SOUTHERN LAWN CARE MID FLORIDA, INC.

DocuSigned by:
TIM MCQUAIG
5F5BAB04FEEA49A...

(Authorized Signatory)

By: TIM MCQUAIG
(Printed Name of Signatory)

Title: President
(Title of Authorized Signatory)

DocuSign Envelope ID: 366C5595-7006-4B13-A5A0-141F023E3528

EXHIBIT B - SECOND AMENDED PRICE PROPOSAL			CONTRACT# REC/230068
Southern Lawn Care Mid Florida Inc			
ITEM	**DESCRIPTION**	**UOM**	**Unit Cost**
1	Scotty J. Andrew Park• SE 11th Ave and SE12th Terr• Mow at three (3) inches	Each	$53.30
2	Big Sun Soccer Complex · 2811 SE 36th Ave · All common areas (no athletic fields) and entrance from 36th Ave both sides of the road, parking lots.	Each	$384.90
3	Clyatt Park - 1401 SE 17th St, including the old electric substation site (lot withsmall building on it to the west of the parking lot). Mowinq does not include baseball field.	Each	$142.14
4	E.L Foster Walking Trail- 2025 SE 31 St. mow 10 feet on either side of the walking trail, edge sidewalk and weed eat around any amenties within the 10 feet.	Each	$148.00
5	Fisher Park - 900 SE 22nd St	Each	$87.80
6	Fort King National Historic Landmark - 3800 block of NE Ft King St - from Ft King to the south, tree lines on all sides, 3900 block National Landmark from Ft King to the south. Tree lines on all other sides, including around the house (not trails), encampment area on east side, Kline property {NW 41 Ave.} around the fort to tree line, field north of the fort, DAR area, around house (3841 E. Ft. King St) to the south of the fort.	Each	$148.00
7	Fort King Tennis Center - 3301 SE Ft King St Mow and weed eat all grass within the North, South, East and West fence line interrior of the the Fort King Tennis Center. Mow and weed eat around bollards to the north and east alonq the driveway (not to include the ORA).	Each	$59.22
8	East Highway 40 Gateway· Median just west of the intersection of Highway 40/NE 44th Terr.	Each	$53.30
9	Highlands East - 3100 block of SE 13th St	Each	$53.30
10	Highlands West - SE 13th St and 29th Terr	Each	$41.45
11	Idvlweir Park - SE 10th Ave & SE 10th St	Each	$41.45
12	Jervey Gantt Park • 2400 SE 36th Ave (including Masonic property) includes dog park and ROW around the park, all sides of the park, Coleman Center, pool (NW corner inside of fence), MOMS Park (ROW on west side along SE 17th ST roadway), around the basketball, raquetball, volleyball, and tennis courts, all pavilions, outside of (not the actual field) the football, t-ball and softball fields, all areas where the trails go, and parking lots. Park boundaries · Ocala Christian School, SE 17th St and County Health Dept to the north, SE 36th Ave to the east, SE 24th St to the south, and SE 32nd Ave/YMCA to the west. Common areas (around all buildings and bleachers) within the fenced areas around the football fields, but not including the football fields.	Each	$947.60
13	Jim Kirk Park - 2913 NE 9 Ave mow eastern side from the north property line south to walking trail (south of the playground), from western rentention pond to eastern property line, mow 10 feet on either side of the rest of the walking trail	Each	$118.45
14	Nature Park- 1600 block of SE 30th Ave. Boundaries - SE 30th Ave to the east, SE 29th Terr to the west, and from fence line to fence line on the north and south sides. This includes all ROW's.	Each	$118.45
15	Ocala Golf Clup- 3130 E. Silver Springs Blvd. Open area behind back nine restrooms, 11th Tee to the north 12th Fairway to west, 13th Fairway to the East, Retention Pond to the South	Each	$75.00
16	Powhattan Park - 3729 SE 3rd St - Both sides of the street, including ROW's.	Each	$47.38
17	Ritterhoff Park - 1400 block of SE 17th St.	Each	$47.38
18	Sliver Pines Walking Trail - 1600 block NE 40th Ave mow 10 feet on either side of the walking trail, edge trail and weed eat any amenties within the 10 feet.	Each	$130.29
19	Todd C. Prosser - SE 12th St/SE 11th Ave includinq trianqle to the southwest of the park	Each	$47.38
20	Turnipseed Park · SE 5th St, SE7th St, and SE 13th Ave	Each	$47.38

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ITEM	DESCRIPTION	UOM	Unit Cost
21	Tuscawilla Park - NE 3rd St (South) to NE 9th St (North} and RR tracks (West) to NE 8th Ave (East). Mow around Reilly Art Center (mow St. Augustine grass at 4", weed eat south side hill and around hollies on the east side), Senior Center, Discovery Center, American Legion, Girl Scout house, Recreation & Parks Administration building (weed eat hill on east side), Pavilion to the south of the auditorium, playground, tennis and basketball courts, vacant lot east of the VFW building (on 8th Avenue), the east pond, east parking lot (NE Sanchez Ave. And NE 4th St.) and the west pond to the waters edge, all ROW's on all sides of the park. Do NOT mow baseball field. Recreation Operations Center (410 NE 3rd Street by Fire Station), north parking lot from the railroad tracks to the west, Sanchez on the east, NE 9th St to the south and skate park to the north.skate park (rentention area}, property north of the skate park from Sanchez on the east-bottom of embarkment on the north side, railroad track to the west and skate park to the south.	Each	$947.60
22	Walker Park - SE 7th St and SE 17th Ave	Each	$47.38
23	Chazal Park - 800 block of NE 10th Ave, including slopes of retention pond arid ditch line	Each	$148.00
24	Community Garden • West Highway 40/NW 24th Ave - whole block including ROW	Each	$88.83
25	Carver Park- SW 7th St and SW 13th Ave -Road way on west, north and east side to include Boys & Girls Club of Marion. North of FWC fenceline boardering the south and west property line of the Boys & Girls Club of Marion to the Northern boudary of Carver Park alonq SW 6th St.	Each	$266.51
26	Heritage Nature Conservancy - 2005 NE 3rd St/North entrance 525 NE 18th Ave, maintenance road on east side to rentention pond on west side, out to NE 3rd St., all open areas in the middle, both side of trail	Each	$71.07
27	Hilldale Park - 1500 Block of NE 8th Street	Each	$50.00
28	Legacy Park Walking Trail- 701 SW 9th Ave. mow 10 feet on either side of the walking trail, edge trail and weed eat any amenties within the 10 feet and mow around the parkinq lot and park sion	Each	$177.67
29	Lamb Park - NW 13th St and NW 9th Ave - Including ROW's to the west, east and north	Each	$53.30
30	Lillian Bryant Park - 2200 NW 17th Pl - NW 23rd to the west, to fence line to the north and east, NW 14th to the south, not softball field, mow ROW around the park	Each	$379.04
31	Marimere Park - 122 NW 25th Ave	Each	$29.61
32	MLK Memorial Park - 500 block SW Martin Luther Kinq Jr Ave	Each	$41.45
33	MLK Recreation Complex - 1510 NW 4th St (not baseball/football fields) including all ROW's to the south, north, east, and west; the Family Resource Center, pool (inside SW corner), gym and Barbara Washington Adult Activity Center (north side), around basketball and racquetball courts, playgrounds and exercise equipment, pavilions, mow behind wall on east end of the football (20 foot from wall) and concession stand.	Each	$414.57
34	Northside Park - 2000 NE 12th Terr	Each	$29.61
35	Ocala Regional Sportsplex - 3500 SW 67th Ave (not including sports turf). All alleyways between the softball and football fields. Boundaries - 67th Ave to the east. tree line to the south at the west fence line and the bollard line to the North. Mow around ticket booth, parking lot, around basketball and volleyball courts, lighted practice field on NE side of the park (not the field itself), maintenance shed, and all ROWs including ROW from 67th Ave. On the east to 25' past the line of trees on west side from the maintenance gate to ORS to the entrance to the water treatment plant to the north.	Each	$769.92
36	Ocala Model Railroaders Property (not including DRA) - 1247 NE 3rd St. Boundaries - Cemetery entrance to the east, fence line on either side of the Model Railroad building to the north, NE 3rd St to the south, fence line with houses to the west. Back area from the pond to the west and to the fence lines on the east, north and south.	Each	$41.45
37	OPD Tot Lot-2400 W Silver Springs Blvd. Parking lot to North, Wood line to the South, Retention area to west SW 24th Ave to the East	Each	$36.05

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ITEM	DESCRIPTION	UOM	Unit Cost
38	Poinciana Park - 1670 SW Ft Kinq St, ROW's	Each	$29.61
39	Rivers Tot Lot· NW 10th Ave & NW 1st St	Each	$29.61
40	Scott Springs Park - 2300 SW 24th Ave - fence line to the west and south, SW 24th Ave. to the west, tree line to the north, around back parking area. Several passes on the east side of the driveway to tree line. Keep ditch line mowed down. The west retention pond from top of embankment to the bottom of slope.	Each	$325.73
41	Second Chance Park - NW 19th Ave & NW 2nd St, ROW's	Each	$41.45
42	Tom's Park - 2300 NW Magnolia Ave - Including ROW's to the east and west, from street to street east to west, and fence line to the south and north, around the pond	Each	$148.06
43	West Heritage Trail-1000 W Silver Springs Blvd. South Silver Springs Blvd, North Property line. East NW 9th Ave, West NW 11th Ave	Each	$36.05
44	William James Walking Trail- 1600 block Martin Luther King Ave. - Mow 10' around th@ parking lot, excise equipment, both of sides of sidewalk from the parking lot to around the ORA., edge sidewalk and weed eat any amenties within the 10 feet.	Each	$60.77
45	Wyomina Park - NE 10th St & NE 11th Ave	Each	$71.07
46	North Magnolia Park	Each	$75.00

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Certificate Of Completion

Envelope Id: 366C559570064B13A5A0141F023E3528
Subject: FOR SIGNATURE - (REC) 230068
Source Envelope:
Document Pages: 5
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 4
Initials: 0

Status: Completed

Envelope Originator:
Jamil Ramirez
110 SE Watula Avenue
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Ocala, FL 34471
jramirez@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/9/2023 4:18:39 PM
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Storage Appliance Status: Connected

Holder: Jamil Ramirez
jramirez@ocalafl.org
Pool: StateLocal
Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
William Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/9/2023 4:20:52 PM Viewed: 10/18/2023 4:56:50 PM Signed: 10/18/2023 4:56:55 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/18/2023 4:56:56 PM Viewed: 10/23/2023 9:21:38 AM Signed: 10/23/2023 9:22:13 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
TIM MCQUAIG kawboy32x@gmail.com President Security Level: Email, Account Authentication (None)	DocuSigned by: TIM MCQUAIG 5F5BAB04FEEA49A... Signature Adoption: Pre-selected Style Using IP Address: 172.56.75.123	Sent: 10/23/2023 9:22:14 AM Viewed: 10/23/2023 9:25:01 AM Signed: 10/23/2023 9:26:20 AM
Electronic Record and Signature Disclosure: Accepted: 10/23/2023 9:25:01 AM ID: 0528d0a4-85e8-4a9e-99b9-2d5e832c0cf2		
Angel B. Jacobs ajacobs@ocalafl.org Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2023 9:26:21 AM Viewed: 10/26/2023 9:34:18 AM Signed: 10/26/2023 9:35:29 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 10/26/2023 9:34:18 AM ID: 3e420f51-3231-4c00-9316-d0f8255c546b		

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/9/2023 4:20:53 PM
Certified Delivered	Security Checked	10/26/2023 9:34:18 AM
Signing Complete	Security Checked	10/26/2023 9:35:29 AM
Completed	Security Checked	10/26/2023 9:35:29 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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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.

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THIRD AMENDMENT TO AGREEMENT FOR GROUND MAINTENANCE SERVICES

THIS THIRD AMENDMENT TO AGREEMENT FOR AGREEMENT FOR GROUNDS MAINTENANCE SERVICES ("Third Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SOUTHERN LAWN CARE MID FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 27-4898723) ("Vendor").

WHEREAS, on March 14, 2023, City and Vendor entered into an Agreement for Grounds Maintenance Services (the "Original Agreement"), City of Ocala Contract Number: REC/230068 for a term of three (3) years, from March 8, 2023, to March 7, 2026; and

WHEREAS, on July 5, 2023, City and Vendor entered into a First Amendment to Agreement for Agreement for Grounds Maintenance Services (the "First Amendment") to modify the locations to be maintained by Vendor; and

WHEREAS, on October 23, 2023, City and Vendor entered into a Second Amendment to Agreement for Grounds Maintenance Services (the "Second Amendment") to add an additional location to be maintained by Vendor; and

WHEREAS, City and Vendor now desire to include additional locations to be maintained by Vendor and adjust mowing frequencies as outlined in **Exhibit A – Amended Scope of Work** and **Exhibit B – Amended Price Proposal**.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Third Amendment.
3. **AMENDMENT TO EXHIBIT A – SCOPE OF WORK.** The document attached to the Original Agreement as Exhibit A – Scope of Work is hereby deleted in its entirety and replaced with the document attached hereto as **Exhibit A – Amended Scope of Work.**
4. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as Exhibit B – Second Amended Price Proposal is hereby deleted in its entirety and replaced with the document attached to this Third Amendment as **Exhibit B- Amended Price Proposal**.
5. **COMPENSATION**. Vendor shall be paid an amount not to exceed **SIX HUNDRED NINETY THOUSAND, SIX HUNDRED AND NO/100 DOLLARS ($690,600)** (the "Contract Sum") over the Initial Term as full and complete compensation for the timely and satisfactory provision of services in accordance with the unit pricing schedule described in **Exhibit B – Amended Price Proposal**.
6. **NOTICES**. All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage

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prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Southern Lawn Care Mid Florida, Inc. Attn: Tim McQuaig 13900 NE 41st Terrace Anthony, Florida 32617 PH: 352-304-3921 E-mail: kawboy32x@gmail.com
If to City of Ocala:	Daphne M. Robinson, Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

7. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

8. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Third Amendment for all purposes.

9. **LEGAL AUTHORITY**. Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

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IN WITNESS WHEREOF, the parties have executed this Third Amendment on 1/2/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5877F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
B07DCFC4E86E429...

William E. Sexton, Esq.
City Attorney

SOUTHERN LAWN CARE MID FLORIDA, INC.

DocuSigned by:
TIM MCQUAIG
3F3BAB04FEEA48A...

By: TIM MCQUAIG
(Printed Name)

Title: President
(Title of Authorized Signatory)

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BACKGROUND

Contractor shall provide grounds maintenance services at multiple locations throughout the city. It shall be the responsibility of the successful party to maintain the sites outlined in the most efficient and effective manner. Contractor will provide all equipment, labor, and materials necessary to provide these services.

EQUIPMENT REQUIREMENTS

Contractor must possess and properly maintain (for the duration of this contract) the following equipment:

1. Ten (10) weed eaters
2. Ten (10) edgers
3. Ten (10) backpack blowers
4. One (1) three-wheel blower
5. Two (2), forty-two inch (42") or greater zero turn mowers
6. Eight (8), fifty-two inch (52") or greater zero turn mowers
7. One (1) batwing mower
8. Three (3) trucks/trailers
9. Three (3) backpack sprayers
10. One (1), twenty-five (25) gallon tank sprayer

Working Hours: The normal/standard working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.

MOWING FREQUENCIES

Month	Cuts per month
January	1
February	1
March	4
April	4
May	4
June	4
July	5
August	4
September	4
October	2
November	1
December	1
Total:	**35**

***The City anticipates mowing frequencies as outlined above, however; the City reserves the right to adjust these frequencies as needed.**

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DEFINITIONS

1. Trash: Trash is defined as anything loose and useless (examples but not limited to) bottles, cans, paper, plastic bags, plastic bottles, plastic food wrappers and Styrofoam cups and plates.

2. Debris: Debris is defined as objects lying on the ground in an area to be mowed that are mostly organic (examples but not limited to) tree limbs less than six inches (6″) in diameter and smaller than six feet (6′) in length, tree branches, twigs, hedge clippings and sapling trimmings. One (1) or two (2) broken concrete blocks would qualify as debris but an abundance of blocks would be the City's responsibility to move. If the Contractor finds large items such as old tires, concrete blocks, old chairs or sofas, dead car batteries, etc., on a site to be mowed please call the City contact to report the findings and the City will remove and properly dispose of the debris. Otherwise, it is the Contractor's responsibility to remove and properly dispose of debris before mowing.

MOWING

1. Mowing and all related services at a park or parcel should be started and completed on the same day (weather permitting). For larger parcels, the Contractor should attempt to complete all work in one area and then move the operation to the next area of that parcel. The intent is that a parcel will not be left for days with the parcel mowed, but with high grass still standing around benches, bleachers, etc. waiting on follow up trimming and weed eating.

2. Mow at a height of two inches (2″) for Bahia grass, four inches (4″) inches for St. Augustine grass, and three inches (3″) for Zoysia grass. Mow Anderson Park at three inches (3″).

3. Mow all grassed areas in accordance with the frequency indicated on the price page proposal. Specific mowing dates and days will be set by the City. Contractor must follow City noise ordinance when planning mowing times.

4. The City does not include an allowance for delays caused by inclement weather; however, the City will grant time extensions, on a day-to-day basis for delays caused by the effects of rain or other inclement weather conditions. No additional compensation will be made for delays caused by the inclement weather.

5. Proper equipment must be used to mow mounds in the parks and parcels sites to prevent scalping, rutting, or cutting off tops of slopes with mowing equipment, causing soil erosion. Size of equipment needs to match the size of the area to be mowed. Note – This may require the use of hand equipment (push mowers, weed eaters, etc.) in limited areas.

6. All equipment must be properly maintained mechanically. The blades must be sharpened so that the grass is cut and not torn, causing damage to the grass plants. Tires must be equally inflated to avoid uneven cuts, etc. The Contractor is responsible for operating equipment at speeds that result in proper cuts.

7. Contractor must pick up and remove trash and debris in and around the area to be mowed to include fence lines before mowing and properly dispose of it so it is not chopped up by mower. The Contractor is responsible for a clean area (free of trash and debris) with neat appearance, even cut and no clumps

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of grass to remain in the mowed areas. If the cuttings leave a thick blanket like cover over the existing cut area the operator must repeat the cycle to scatter the grass cuttings. All mowed areas will be inspected by the City's contract monitoring group. Debris must be removed from the site; not thrown under trees.

8. The Contractor will be responsible for all damages incurred to any water sprinkler systems, fences, shrubs, trees, value boxes, etc., while performing the grounds maintenance. Leaning signs and bollards leaning due to contact with equipment will need to be straighten up. Any ground sprinklers damaged are to be repaired immediately to comply with water conservation regulations. All damages are to be reported to the User City where final disposition will be made as to replace and/or repair.

9. Backflow assemblies are located in various areas throughout the City. In the event a backflow assembly unit is damaged or destroyed by the Contractor, the Contractor shall be liable for all damages and shall be responsible for any costs associated with the repair or replacement of the unit(s). The Contractor's employees shall at all times have a wrench in their possession to shut off the water should damage occur. Report any damage within 15 minutes to Jeff Kerley, (352) 368-5527. In the event that Jeff Kerley cannot be reached, please call Parks Operations (352) 368-5550 or the Park Ranger on-call number (352) 789-1133.

10. Water meter damage should be reported to the Water Resources Department (352) 351-6772. Repairs must be made within 48 hours of damage occurrence, with the exception of utility related repairs, which must be completed as soon as possible.

11. No air blowers shall be used to blow grass debris into roadway. Grass clippings shall be blown away from roadways, but not into retention ponds. All cuttings must be kept off/removed from the streets, sidewalks, pavilions, restrooms trails, landscape beds and public art.

12. When mowing, grass is to be directed away from pools, ponds, retention areas, fences, athletic fields, landscape beds, gardens, plaza's, splash pads, playgrounds, artwork, picnic areas, fence lines and other park amenities. In insistences where mowing occurs around the above-mentioned areas, a rear discharge mower must be used. All cuttings must be kept off/removed from these areas and amenities. If cuttings do manage to get into these areas, Contractor shall be responsible for blowing those areas off, and/or costs to remediate the situation (i.e. cleaning out a pool).

TRIMMING AND WEED CONTROL

1. The use of chemicals in place of weed eating around parks amenities and support facilities is NOT permitted. Glyphosate and other non-selective herbicides and similar chemicals with application rates per the manufacturer's recommendations are only permitted to be used to spray fence lines and cracks in sidewalks and other paved surfaces or to kill or retard the growth directly under trees as specified herein and shall not be used for any other purpose unless written consent is provided by the City. All plans for use of herbicides must be approved in writing by the City Project Manager before herbicides are applied.

2. When using chemicals to treat fence lines, special care shall be used so chemicals are not sprayed onto adjacent private property and use a cone on the sprayer to prevent overspray. Care should be taken to not over spray onto adjacent turf. A three inch (3") swath is to be sprayed on either side of the fence to maintain grass and weed control providing the adjacent side of the fence is not private property. If

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the adjacent side is private property only a three inch (3") swath shall be sprayed on the City property. Once the vegetation has been trimmed down to ground level with a weed eater or similar device and the remaining vegetation removed from the fence, the area should be treated with chemicals. Trimming and chemical treating of said vegetation shall be done on the same day the mowing is done. Over spraying resulting in damage of grass will require exact replacement of sod at Contractor's expense.

3. A one foot (1') diameter area from the base of trees shall be maintained when trimming around trees. Chemically kill or restrict the growth directly under trees using Glyphosate and other non-selective herbicides or other suitable and equally effective herbicide. When chemically trimming around trees, special care is to be given to avoid spraying the suckers growing from the ground around the tree; this may damage or kill the tree. Removal of the bark by weed eater or other equipment that is greater than 25% of the diameter of the tree will result in the tree being replaced at the expense of the Contractor. This is common around Crape Myrtles and not normally found around Oaks and other common hard wood trees.

4. Sidewalks, courts (basketball, racquetball, tennis), parking lots, curbs and hard surface trails (asphalt/concrete) are to be mechanically edged (NOT chemically edged) and where there are cracks in the sidewalks, trails and curbs with grass and weeds growing through the cracks the vegetation shall be sprayed with an approved herbicide and after the vegetation is dead it is to be removed with a weed-eater or similar string device and remove debris as work is being done. Walking trails need to be edged once monthly, one the first mowing date of each month.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent Contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must have a visible company name/logo on the outside of the vehicle.

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MISCELLANEOUS

1. Report sinkholes found in any area to the City Parks Operations Division Head.

2. At least one crewmember must communicate fluently in English.

3. A supervisor or crew leader must be on-site to certify that all work has been completed according to the specifications of the contract. While the City will certainly monitor the Contractor's work for compliance with the contract specifications, it is **not** the City's responsibility to supervise or monitor the work of crews performing the work. If the City has to frequently contact the Contractor about issues, it is indicative of improper supervision by the Contractor, and the City may terminate the contract for cause.

4. Properties having gates: Any gates needing repair for failure to close, open, or lock must be reported to the department* responsible for that area. All gates must be closed and locked when finished mowing. *If Contractor is unsure of which City department is responsible for the gate in question, please notify the City Parks Operations Division Head.

5. All Contractor's employees are to wear shirts or have a badge which identifies their company, and all trucks belonging to the Contractor must bear the company's name. Shirts must be worn at all times while working on City property.

6. When working near roadways or within roadway medians, the Contractor shall wear an FDOT approved vest; and FDOT approved safety cones and FDOT approved "Men Working Signs" shall be placed appropriately in front of and behind their truck. The Contractor is responsible for fully understanding these requirements and costs related to compliance shall be included in Contractor's price proposal.

7. Contractor will submit a weekly report to the City Project Manager. The weekly report shall list the properties mowed, and identify any problems or issues at any of the sites as well as the Contractor's recommendations to resolve the issue or problem.

8. Contractor will suggest a schedule for what day each park is going to be mowed during the week and shall provide that schedule to the City Project Manager for approval. The City reserves the right to designate the scheduled mowing day for any particular property as needed to accommodate City programming schedules and will discuss same with Contractor when establishing the schedule

9. All properties will be mowed in a one week period (one cycle). During March to May when the properties are mowed every other week, the properties shall all still be mowed in one week (and not split up between the two weeks).

10. To allow for bad weather or other unforeseen issues, certain properties may be mowed on Saturday. This extra day is not intended to be used every week, but only in the above mentioned circumstances.

11. If a property is not mowed within the one week period (Monday thru Saturday), then the property will not be mowed until the next mowing cycle and regularly scheduled day. The properties that are not mowed during that cycle will not be billed or paid by the City. It will be the City's responsibility to

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determine if the properties missed during that cycle will need to be mowed before the next cycle. If so, the City will mow them.

12. The properties should be mowed according to the schedule to avoid having more than seven (7) days between mowing during the weekly mowing schedule.

13. If the Contractor is regularly not able to complete the scheduled mowing cycle as outlined above, the City will interpret this to mean that the Contractor does not have the resources to successfully execute this contract and may terminate the contract for cause.

14. A batwing mower can be used at Lillian Bryant and Ocala Regional Sportsplex to assist in getting the parks mowed in the allotted time. The Contractor may store this piece of equipment at WRF #3 under the following conditions:
    A. The City will not provide a covered storage area.
    B. The City will not be responsible for any damage to the equipment while it is stored on City property.
    C. The equipment will only be accessible at WRF #3 from 8am to 5pm during the week.
    D. All other specifications must be complied with.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:

    A. Access to City buildings and facilities to perform the work.
    B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
    C. Provide office facilities for the Contractor, if needed.

2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Installation shall be in compliance with all requirements and instructions of applicable manufacturers.
4. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.

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6. Data collected by the Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
7. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.

SUB-CONTRACTORS

1. Contractor must perform a minimum of 30% of the work with their own forces.
2. Services assigned to sub-Contractors must be approved in advance by the City Project Manager.

SAFETY

1. The Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-Contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

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Exhibit B -Amended Price Proposal

EXHIBIT B - AMENDED PRICE PROPOSAL			CONTRACT# REC/230068
Southern Lawn Care Mid Florida Inc			
ITEM	**DESCRIPTION**	**UOM**	**Unit Cost**
1	Scotty J. Andrew Park• SE 11th Ave and SE12th Terr• Mow at three (3) inches	Each	$53.30
2	Big Sun Soccer Complex · 2811 SE 36th Ave · All common areas (no athletic fields) and entrance from 36th Ave both sides of the road, parking lots.	Each	$384.90
3	Clyatt Park - 1401 SE 17th St, including the old electric substation site (lot withsmall building on it to the west of the parking lot). Mowinq does not include baseball field.	Each	$142.14
4	E.L Foster Walking Trail- 2025 SE 31 St. mow 10 feet on either side of the walking trail, edge sidewalk and weed eat around any amenties within the 10 feet.	Each	$148.00
5	Fisher Park - 900 SE 22nd St	Each	$87.80
6	Fort King National Historic Landmark - 3800 block of NE Ft King St - from Ft King to the south, tree lines on all sides, 3900 block National Landmark from Ft King to the south. Tree lines on all other sides, including around the house (not trails), encampment area on east side, Kline property {NW 41 Ave.} around the fort to tree line, field north of the fort, DAR area, around house (3841 E. Ft. King St) to the south of the fort. Fort King Memorial Park- 3800 E Fort King St	Each	$348.00
7	Fort King Tennis Center - 3301 SE Ft King St Mow and weed eat all grass within the North, South, East and West fence line interrior of the the Fort King Tennis Center. Mow and weed eat around bollards to the north and east alonq the driveway (not to include the ORA).	Each	$59.22
8	East Highway 40 Gateway· Median just west of the intersection of Highway 40/NE 44th Terr.	Each	$53.30
9	Highlands East - 3100 block of SE 13th St	Each	$53.30
10	Highlands West - SE 13th St and 29th Terr	Each	$41.45
11	Idvlweir Park - SE 10th Ave & SE 10th St	Each	$41.45
12	Jervey Gantt Park • 2400 SE 36th Ave (including Masonic property) includes dog park and ROW around the park, all sides of the park, Coleman Center, pool (NW corner inside of fence}, MOMS Park (ROW on west side along SE 17th ST roadway), around the basketball, raquetball, volleyball, and tennis courts, all pavilions, outside of (not the actual field) the football, t-ball and softball fields, all areas where the trails go, and parking lots. Park boundaries · Ocala Christian School, SE 17th St and County Health Dept to the north, SE 36th Ave to the east, SE 24th St to the south, and SE 32nd Ave/YMCA to the west. Common areas (around all buildings and bleachers) within the fenced areas around the football fields, but not including the football fields.	Each	$947.60
13	Jim Kirk Park - 2913 NE 9 Ave mow eastern side from the north property line south to walking trail (south of the playground), from western rentention pond to eastern property line, mow 10 feet on either side of the rest of the walking trail	Each	$118.45
14	Nature Park- 1600 block of SE 30th Ave. Boundaries - SE 30th Ave to the east, SE 29th Terr to the west, and from fence line to fence line on the north and south sides. This includes all ROW's.	Each	$118.45
15	Ocala Golf Clup- 3130 E. Silver Springs Blvd. Open area behind back nine restrooms, 11th Tee to the north 12th Fairway to west, 13th Fairway to the East, Retention Pond to the South	Each	$75.00
16	Powhattan Park - 3729 SE 3rd St - Both sides of the street, including ROW's.	Each	$47.38

Docusign Envelope ID: 5BE85B26-D0D5-43DF-86CC-04F79A24E434

Exhibit B -Amended Price Proposal

ITEM	DESCRIPTION	UOM	Unit Cost
17	Ritterhoff Park - 1400 block of SE 17th St.	Each	$47.38
18	Sliver Pines Walking Trail - 1600 block NE 40th Ave mow 10 feet on either side of the walking trail, edge trail and weed eat any amenties within the 10 feet.	Each	$130.29
19	Todd C. Prosser - SE 12th St/SE 11th Ave includinq trianqle to the southwest of the park	Each	$47.38
20	Turnipseed Park · SE 5th St, SE7th St, and SE 13th Ave	Each	$47.38
21	Tuscawilla Park - NE 3rd St (South) to NE 9th St (North} and RR tracks (West) to NE 8th Ave (East). Mow around Reilly Art Center (mow St. Augustine grass at 4", weed eat south side hill and around hollies on the east side), Senior Center, Discovery Center, American Legion, Girl Scout house, Recreation & Parks Administration building (weed eat hill on east side), Pavilion to the south of the auditorium, playground, tennis and basketball courts, vacant lot east of the VFW building (on 8th Avenue), the east pond, east parking lot (NE Sanchez Ave. And NE 4th St.) and the west pond to the waters edge, all ROW's on all sides of the park. Do NOT mow baseball field. Recreation Operations Center (410 NE 3rd Street by Fire Station), north parking lot from the railroad tracks to the west, Sanchez on the east, NE 9th St to the south and skate park to the north.skate park (rentention area}, property north of the skate park from Sanchez on the east-bottom of embarkment on the north side, railroad track to the west and skate park to the south. Tuscawilla Overflow Parking Lot 925 NE Sanchez	Each	$1,027.60
22	Walker Park - SE 7th St and SE 17th Ave	Each	$47.38
23	Chazal Park - 800 block of NE 10th Ave, including slopes of retention pond arid ditch line	Each	$148.00
24	Community Garden • West Highway 40/NW 24th Ave - whole block including ROW	Each	$88.83
25	Carver Park- SW 7th St and SW 13th Ave -Road way on west, north and east side to include Boys & Girls Club of Marion. North of FWC fenceline boardering the south and west property line of the Boys & Girls Club of Marion to the Northern boudary of Carver Park alonq SW 6th St.	Each	$266.51
26	Heritage Nature Conservancy - 2005 NE 3rd St/North entrance 525 NE 18th Ave, maintenance road on east side to rentention pond on west side, out to NE 3rd St., all open areas in the middle, both side of trail	Each	$71.07
27	Legacy Park Walking Trail- 701 SW 9th Ave. mow 10 feet on either side of the walking trail, edge trail and weed eat any amenties within the 10 feet and mow around the parkinq lot and park sion	Each	$177.67
28	Lamb Park - NW 13th St and NW 9th Ave - Including ROW's to the west, east and north	Each	$53.30
29	Lillian Bryant Park - 2200 NW 17th Pl - NW 23rd to the west, to fence line to the north and east, NW 14th to the south, not softball field, mow ROW around the park	Each	$379.04
30	Marimere Park - 122 NW 25th Ave	Each	$29.61
31	MLK Memorial Park - 500 block SW Martin Luther Kinq Jr Ave	Each	$41.45

Docusign Envelope ID: 5BE85B26-D0D5-43DF-86CC-04F79A24E434

Exhibit B -Amended Price Proposal

ITEM	DESCRIPTION	UOM	Unit Cost
32	MLK Recreation Complex - 1510 NW 4th St (not baseball/football fields) including all ROW's to the south, north, east, and west; the Family Resource Center, pool (inside SW corner), gym and Barbara Washington Adult Activity Center (north side), around basketball and racquetball courts, playgrounds and exercise equipment, pavilions, mow behind wall on east end of the football (20 foot from wall) and concession stand.	Each	$414.57
33	Northside Park - 2000 NE 12th Terr	Each	$29.61
34	Ocala Regional Sportsplex - 3500 SW 67th Ave (not including sports turf). All alleyways between the softball and football fields. Boundaries - 67th Ave to the east. tree line to the south at the west fence line and the bollard line to the North. Mow around ticket booth, parking lot, around basketball and volleyball courts, lighted practice field on NE side of the park (not the field itself), maintenance shed, and all ROWs including ROW from 67th Ave. On the east to 25' past the line of trees on west side from the maintenance gate to ORS to the entrance to the water treatment plant to the north.	Each	$769.92
35	Ocala Model Railroaders Property (not including DRA) - 1247 NE 3rd St. Boundaries - Cemetery entrance to the east, fence line on either side of the Model Railroad building to the north, NE 3rd St to the south, fence line with houses to the west. Back area from the pond to the west and to the fence lines on the east, north and south.	Each	$41.45
36	OPD Tot Lot-2400 W Silver Springs Blvd. Parking lot to North, Wood line to the South, Retention area to west SW 24th Ave to the East	Each	$36.05
37	Poinciana Park - 1670 SW Ft Kinq St, ROW's	Each	$29.61
38	Rivers Tot Lot· NW 10th Ave & NW 1st St	Each	$29.61
39	Scott Springs Park - 2300 SW 24th Ave - fence line to the west and south, SW 24th Ave. to the west, tree line to the north, around back parking area. Several passes on the east side of the driveway to tree line. Keep ditch line mowed down. The west retention pond from top of embankment to the bottom of slope.	Each	$325.73
40	Second Chance Park - NW 19th Ave & NW 2nd St, ROW's	Each	$41.45
41	Tom's Park - 2300 NW Magnolia Ave - Including ROW's to the east and west, from street to street east to west, and fence line to the south and north, around the pond	Each	$148.06
42	West Heritage Trail-1000 W Silver Springs Blvd. South Silver Springs Blvd, North Property line. East NW 9th Ave, West NW 11th Ave	Each	$36.05
43	William James Walking Trail- 1600 block Martin Luther King Ave. - Mow 10' around th@ parking lot, excise equipment, both of sides of sidewalk from the parking lot to around the ORA., edge sidewalk and weed eat any amenties within the 10 feet.	Each	$60.77
44	Wyomina Park - NE 10th St & NE 11th Ave	Each	$71.07

Certificate Of Completion

Envelope Id: 5BE85B26-D0D5-43DF-86CC-04F79A24E434
Status: Completed
Subject: Third Amendment to Agreement for Ground Maintenance Services (REC/230068)
Source Envelope:
Document Pages: 13
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
12/31/2024 10:08:02 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: DocuSign

Signer Events	Signature	Timestamp
TIM MCQUAIG kawboy32x@gmail.com President Security Level: Email, Account Authentication (None)	DocuSigned by: TIM MCQUAIG 5F5BAB04FEEA49A... Signature Adoption: Pre-selected Style Using IP Address: 135.129.119.60	Sent: 12/31/2024 10:10:46 AM Viewed: 12/31/2024 10:26:02 AM Signed: 12/31/2024 10:27:43 AM
Electronic Record and Signature Disclosure: Accepted: 12/31/2024 10:26:02 AM ID: b9aa7c86-02dd-4bb0-ba7f-7d7b6e486982		
William E. Sexton, Esq. wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 12/31/2024 10:27:44 AM Viewed: 12/31/2024 11:21:28 AM Signed: 12/31/2024 11:21:44 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 12/31/2024 11:21:45 AM Viewed: 1/2/2025 9:04:05 AM Signed: 1/2/2025 9:05:30 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/2/2025 9:05:32 AM Viewed: 1/6/2025 8:53:15 AM Signed: 1/6/2025 8:53:30 AM
Electronic Record and Signature Disclosure: Accepted: 1/6/2025 8:53:15 AM ID: f31ac764-a1a3-4f71-8274-7f1d1d6aaa4f		

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**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/31/2024 10:10:46 AM
Certified Delivered	Security Checked	1/6/2025 8:53:15 AM
Signing Complete	Security Checked	1/6/2025 8:53:30 AM
Completed	Security Checked	1/6/2025 8:53:30 AM

Payment Events	Status	Timestamps
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.

Docusign Envelope ID: 441B7E21-D7CD-4AAE-B788-168BACD946FB

FOURTH AMENDMENT TO AGREEMENT FOR GROUND MAINTENANCE SERVICES

THIS FOURTH AMENDMENT TO AGREEMENT FOR AGREEMENT FOR GROUNDS MAINTENANCE SERVICES ("Fourth Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SOUTHERN LAWN CARE MID FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 27-4898723) ("Vendor").

WHEREAS, on March 14, 2023, City and Vendor entered into an Agreement for Grounds Maintenance Services (the "Original Agreement"), City of Ocala Contract Number: REC/230068 for a term of three (3) years, from March 8, 2023, to March 7, 2026; and

WHEREAS, on July 5, 2023, City and Vendor entered into a First Amendment to Agreement for Agreement for Grounds Maintenance Services (the "First Amendment") to modify the locations to be maintained by Vendor; and

WHEREAS, on October 23, 2023, City and Vendor entered into a Second Amendment to Agreement for Grounds Maintenance Services (the "Second Amendment") to add an additional location to be maintained by Vendor; and

WHEREAS, on January 2, 2025, City and Vendor entered into a Third Amendment to Agreement for Grounds Maintenance Services (the "Third Amendment") to include additional locations to be maintained by Vendor and adjust mowing frequencies; and

WHEREAS, City and Vendor now desire to amend the price proposal to include specific locations that were not included in the Original Agreement as outlined in the **Amended Exhibit B – Price Proposal**.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Fourth Amendment.
3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as Exhibit B – Amended Price Proposal is hereby deleted in its entirety and replaced with the document attached to this Fourth Amendment as **Amended Exhibit B- Price Proposal**.
4. **COMPENSATION**. Vendor shall be paid an amount not to exceed **SIX HUNDRED NINETY-EIGHT THOUSAND, AND NO/100 DOLLARS ($698,000)** (the "Contract Sum") over the Initial Term as full and complete compensation for the timely and satisfactory provision of services in accordance with the unit pricing schedule described in **Amended Exhibit B – Price Proposal**.
5. **NOTICES**. All notices, certifications or communications required by this Fourth Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

Docusign Envelope ID: 441B7E21-D7CD-4AAE-B788-168BACD946FB

If to Vendor:	Southern Lawn Care Mid Florida, Inc. Attn: Tim McQuaig 13900 NE 41st Terrace Anthony, Florida 32617 PH: 352-304-3921 E-mail: kawboy32x@gmail.com
If to City of Ocala:	Daphne M. Robinson, Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This Fourth Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Fourth Amendment. Further, a duplicate or copy of the Fourth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Fourth Amendment for all purposes.

8. **LEGAL AUTHORITY**. Each person signing this Fourth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Fourth Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Fourth Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

Docusign Envelope ID: 441B7E21-D7CD-4AAE-B788-168BACD946FB

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment on 2/3/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
B07DCFC4E8E429...

William E. Sexton, Esq.
City Attorney

SOUTHERN LAWN CARE MID FLORIDA, INC.

DocuSigned by:
TIM MCQUAIG
5F5BAB04FEEA49A...

By: TIM MCQUAIG
(Printed Name)

Title: President
(Title of Authorized Signatory)

Docusign Envelope ID: 441B7E21-D7CD-4AAE-B788-168BACD946FB

AMENDED EXHIBIT B - PRICE PROPOSAL		CONTRACT#REC/230068	
Southern Lawn Care Mid Florida Inc			
ITEM	**DESCRIPTION**	**UOM**	**Unit Cost**
1	Scotty J. Andrew Park• SE 11th Ave and SE12th Terr• Mow at three (3) inches	Each	$53.30
2	Big Sun Soccer Complex · 2811 SE 36th Ave · All common areas (no athletic fields) and entrance from 36th Ave both sides of the road, parking lots.	Each	$384.90
3	Clyatt Park - 1401 SE 17th St, including the old electric substation site (lot withsmall building on it to the west of the parking lot). Mowinq does not include baseball field.	Each	$142.14
4	E.L Foster Walking Trail- 2025 SE 31 St. mow 10 feet on either side of the walking trail, edge sidewalk and weed eat around any amenties within the 10 feet.	Each	$148.00
5	Fisher Park - 900 SE 22nd St	Each	$87.80
6	Fort King National Historic Landmark - 3800 block of NE Ft King St - from Ft King to the south, tree lines on all sides, 3900 block National Landmark from Ft King to the south. Tree lines on all other sides, including around the house (not trails), encampment area on east side, Kline property {NW 41 Ave.} around the fort to tree line, field north of the fort, DAR area, around house (3841 E. Ft. King St) to the south of the fort. Fortk King Memorial Park0 3800 E Fort King ST	Each	$348.00
7	Fort King Tennis Center - 3301 SE Ft King St Mow and weed eat all grass within the North, South, East and West fence line interrior of the the Fort King Tennis Center. Mow and weed eat around bollards to the north and east alonq the driveway (not to include the ORA).	Each	$59.22
8	East Highway 40 Gateway· Median just west of the intersection of Highway 40/NE 44th Terr.	Each	$53.30
9	Highlands East - 3100 block of SE 13th St	Each	$53.30
10	Highlands West - SE 13th St and 29th Terr	Each	$41.45
11	Idvlweir Park - SE 10th Ave & SE 10th St	Each	$41.45

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ITEM	DESCRIPTION	UOM	Unit Cost
12	Jervey Gantt Park • 2400 SE 36th Ave (including Masonic property) includes dog park and ROW around the park, all sides of the park, Coleman Center, pool (NW corner inside of fence}, MOMS Park (ROW on west side along SE 17th ST roadway), around the basketball, raquetball, volleyball, and tennis courts, all pavilions, outside of (not the actual field) the football, t-ball and softball fields, all areas where the trails go, and parking lots. Park boundaries · Ocala Christian School, SE 17th St and County Health Dept to the north, SE 36th Ave to the east, SE 24th St to the south, and SE 32nd Ave/YMCA to the west. Common areas (around all buildings and bleachers) within the fenced areas around the football fields, but not including the football fields.	Each	$947.60
13	Jim Kirk Park - 2913 NE 9 Ave mow eastern side from the north property line south to walking trail (south of the playground), from western rentention pond to eastern property line, mow 10 feet on either side of the rest of the walking trail	Each	$118.45
14	Nature Park- 1600 block of SE 30th Ave. Boundaries - SE 30th Ave to the east, SE 29th Terr to the west, and from fence line to fence line on the north and south sides. This includes all ROW's.	Each	$118.45
15	Ocala Golf Club- 3130 E. Silver Springs Blvd. Open area behind back nine restrooms, 11th Tee to the north 12th Fairway to west, 13th Fairway to the East, Retention Pond to the South	Each	$75.00
16	Powhattan Park - 3729 SE 3rd St - Both sides of the street, including ROW's.	Each	$47.38
17	Ritterhoff Park - 1400 block of SE 17th St.	Each	$47.38
18	Sliver Pines Walking Trail - 1600 block NE 40th Ave mow 10 feet on either side of the walking trail, edge trail and weed eat any amenties within the 10 feet.	Each	$130.29
19	Todd C. Prosser - SE 12th St/SE 11th Ave includinq trianqle to the southwest of the park	Each	$47.38
20	Turnipseed Park · SE 5th St, SE7th St, and SE 13th Ave	Each	$47.38

Docusign Envelope ID: 441B7E21-D7CD-4AAE-B788-168BACD946FB

ITEM	DESCRIPTION	UOM	Unit Cost
21	Tuscawilla Park - NE 3rd St (South) to NE 9th St (North} and RR tracks (West) to NE 8th Ave (East). Mow around Reilly Art Center (mow St. Augustine grass at 4", weed eat south side hill and around hollies on the east side), Senior Center, Discovery Center, American Legion, Girl Scout house, Recreation & Parks Administration building (weed eat hill on east side), Pavilion to the south of the auditorium, playground, tennis and basketball courts, vacant lot east of the VFW building (on 8th Avenue), the east pond, east parking lot (NE Sanchez Ave. And NE 4th St.) and the west pond to the waters edge, all ROW's on all sides of the park. Do NOT mow baseball field. Recreation Operations Center (410 NE 3rd Street by Fire Station), north parking lot from the railroad tracks to the west, Sanchez on the east, NE 9th St to the south and skate park to the north.skate park (rentention area}, property north of the skate park from Sanchez on the east- bottom of embarkment on the north side, railroad track to the west and skate park to the south. *Tuscawilla Overflow Parking Lot 925 NE Sanchez	Each	$1027.60
22	Walker Park - SE 7th St and SE 17th Ave	Each	$47.38
23	Chazal Park - 800 block of NE 10th Ave, including slopes of retention pond arid ditch line	Each	$148.00
24	Community Garden • West Highway 40/NW 24th Ave - whole block including ROW	Each	$88.83
25	Carver Park- SW 7th St and SW 13th Ave -Road way on west, north and east side to include Boys & Girls Club of Marion. North of FWC fenceline boardering the south and west property line of the Boys & Girls Club of Marion to the Northern boudary of Carver Park alonq SW 6th St.	Each	$266.51
26	Heritage Nature Conservancy - 2005 NE 3rd St/North entrance 525 NE 18th Ave, maintenance road on east side to rentention pond on west side, out to NE 3rd St., all open areas in the middle, both side of trail	Each	$71.07
27	Hilldale Park - 1500 Block of NE 8th Street	Each	$50.00

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ITEM	DESCRIPTION	UOM	Unit Cost
28	Legacy Park Walking Trail- 701 SW 9th Ave. mow 10 feet on either side of the walking trail, edge trail and weed eat any amenties within the 10 feet and mow around the parkinq lot and park sion	Each	$177.67
29	Lamb Park - NW 13th St and NW 9th Ave - Including ROW's to the west, east and north	Each	$53.30
30	Lillian Bryant Park - 2200 NW 17th Pl - NW 23rd to the west, to fence line to the north and east, NW 14th to the south, not softball field, mow ROW around the park	Each	$379.04
31	Marimere Park - 122 NW 25th Ave	Each	$29.61
32	MLK Memorial Park - 500 block SW Martin Luther Kinq Jr Ave	Each	$41.45
33	MLK Recreation Complex - 1510 NW 4th St (not baseball/football fields) including all ROW's to the south, north, east, and west; the Family Resource Center, pool (inside SW corner), gym and Barbara Washington Adult Activity Center (north side), around basketball and racquetball courts, playgrounds and exercise equipment, pavilions, mow behind wall on east end of the football (20 foot from wall) and concession stand.	Each	$414.57
34	Northside Park - 2000 NE 12th Terr	Each	$29.61
35	Ocala Regional Sportsplex - 3500 SW 67th Ave (not including sports turf). All alleyways between the softball and football fields. Boundaries - 67th Ave to the east. tree line to the south at the west fence line and the bollard line to the North. Mow around ticket booth, parking lot, around basketball and volleyball courts, lighted practice field on NE side of the park (not the field itself), maintenance shed, and all ROWs including ROW from 67th Ave. On the east to 25' past the line of trees on west side from the maintenance gate to ORS to the entrance to the water treatment plant to the north.	Each	$769.92

Docusign Envelope ID: 441B7E21-D7CD-4AAE-B788-168BACD946FB

ITEM	DESCRIPTION	UOM	Unit Cost
36	Ocala Model Railroaders Property (not including DRA) - 1247 NE 3rd St. Boundaries - Cemetery entrance to the east, fence line on either side of the Model Railroad building to the north, NE 3rd St to the south, fence line with houses to the west. Back area from the pond to the west and to the fence lines on the east, north and south.	Each	$41.45
37	OPD Tot Lot-2400 W Silver Springs Blvd. Parking lot to North, Wood line to the South, Retention area to west SW 24th Ave to the East	Each	$36.05
38	Poinciana Park - 1670 SW Ft Kinq St, ROW's	Each	$29.61
39	Rivers Tot Lot· NW 10th Ave & NW 1st St	Each	$29.61
40	Scott Springs Park - 2300 SW 24th Ave - fence line to the west and south, SW 24th Ave. to the west, tree line to the north, around back parking area. Several passes on the east side of the driveway to tree line. Keep ditch line mowed down. The west retention pond from top of embankment to the bottom of slope.	Each	$325.73
41	Second Chance Park - NW 19th Ave & NW 2nd St, ROW's	Each	$41.45
42	Tom's Park - 2300 NW Magnolia Ave - Including ROW's to the east and west, from street to street east to west, and fence line to the south and north, around the pond	Each	$148.06
43	West Heritage Trail-1000 W Silver Springs Blvd. South Silver Springs Blvd, North Property line. East NW 9th Ave, West NW 11th Ave	Each	$36.05
44	William James Walking Trail- 1600 block Martin Luther King Ave. - Mow 10' around th@ parking lot, excise equipment, both of sides of sidewalk from the parking lot to around the ORA., edge sidewalk and weed eat any amenties within the 10 feet.	Each	$60.77
45	Wyomina Park - NE 10th St & NE 11th Ave	Each	$71.07
46	North Magnolia, Imagine Park 200 NW 15th Place	Each	$75.00

Certificate Of Completion

Envelope Id: 441B7E21-D7CD-4AAE-B788-168BACD946FB
Status: Completed
Subject: Fourth Amendment to Agreement for Ground Maintenance Services (REC/230068)
Source Envelope:
Document Pages: 8
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
1/28/2025 5:14:57 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
TIM MCQUAIG kawboy32x@gmail.com President Security Level: Email, Account Authentication (None)	DocuSigned by: TIM MCQUAIG 5F5BAB04FEEA49A... Signature Adoption: Pre-selected Style Using IP Address: 129.222.118.85	Sent: 1/28/2025 5:17:00 PM Viewed: 1/28/2025 11:34:50 PM Signed: 1/28/2025 11:36:24 PM
Electronic Record and Signature Disclosure: Accepted: 1/28/2025 11:34:50 PM ID: 87b3906e-3461-41ff-88ac-3b1ccc328252		
William E. Sexton, Esq. wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/28/2025 11:36:25 PM Viewed: 1/31/2025 4:42:01 PM Signed: 1/31/2025 4:42:17 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/31/2025 4:42:19 PM Viewed: 2/3/2025 11:31:07 AM Signed: 2/3/2025 11:31:57 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/3/2025 11:31:59 AM Viewed: 2/3/2025 11:45:30 AM Signed: 2/3/2025 11:49:54 AM
Electronic Record and Signature Disclosure: Accepted: 2/3/2025 11:45:30 AM ID: 088c60ef-371c-4f45-8f7f-bd29efdf2ee5		

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**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/28/2025 5:17:00 PM
Certified Delivered	Security Checked	2/3/2025 11:45:30 AM
Signing Complete	Security Checked	2/3/2025 11:49:54 AM
Completed	Security Checked	2/3/2025 11:49:54 AM

Payment Events	Status	Timestamps
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.

Docusign Envelope ID: 43B27703-D450-4532-81CA-97030AD44CFE

FIRST AMENDMENT TO AGREEMENT FOR SPECIALTY GROUNDS MAINTENANCE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR SPECIALTY GROUNDS MAINTENANCE ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SOUTHERN LAWN CARE MID FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 27-4898723) ("Vendor").

WHEREAS, on April 6, 2023, City and Southern Lawn Care Mid Florida, Inc. entered into an Agreement for Specialty Grounds Maintenance Services (the "Original Agreement"), City of Ocala Contract Number: REC/230103 for a term of three (3) years from March 21, 2023, to March 20, 2026; and

WHEREAS, City and Vendor desire to modify the service locations and mowing frequencies as outlined in the Scope of Work and Price Proposal, attached to the Original Agreement as **Exhibit A – Amended Scope of Work** and **Exhibit B – Amended Price Proposal**.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Southern Lawn Care Mid Florida, Inc. agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO EXHIBIT A – SCOPE OF WORK.** The document attached to the Original Agreement as Exhibit A – Scope of Work is hereby deleted in its entirety and replaced with the document attached hereto as **Exhibit A – Amended Scope of Work.**
4. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as Exhibit B – Price Proposal is hereby deleted in its entirety and replaced with the document attached as **Exhibit B- Amended Price Proposal**.
5. **COMPENSATION.** City shall pay Vendor an amount not to exceed the maximum limited amount of **TWO HUNDRED FIVE THOUSAND, NO/100 DOLLARS ($205,000)** (the "Contract Sum") over the initial contract term in accordance with the unit pricing set forth in **Exhibit B – Amended Price Proposal**. The pricing in this Agreement shall only be adjusted by written amendment executed by both parties.
6. **NOTICES**. All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

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If to Vendor:	Southern Lawn Care Mid Florida, Inc. Attention: Tim McQuaig 13900 NE 41st Terrace Anthony, Florida 32617 Phone: (352) 304-3921 E-mail: kawboy32x@gmail.com
If to City of Ocala:	Daphne M. Robinson, Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

7. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

8. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.

9. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

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IN WITNESS WHEREOF, the parties have executed this First Amendment on 1/2/2025.

ATTEST:

Signed by: Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by: Ken Whitehead
5877F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by: William E. Sexton, Esq.
B07DCFC4E8BE429...

William E. Sexton, Esq.
City Attorney

SOUTHERN LAWN CARE MID FLORIDA, INC.

DocuSigned by: TIM MCQUAIG
5F5BAB04FEEA49A...

By: TIM MCQUAIG
(Printed Name)

Title: President
(Title of Authorized Signatory)

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BACKGROUND

Contractor will provide all materials, equipment and labor while providing professional grounds maintenance services at multiple locations throughout the City. It shall be the responsibility of the Vendor to maintain the sites outlined in the most efficient and effective manner

EQUIPMENT REQUIREMENTS

Contractor must possess and properly maintain (for the duration of this contract) the following equipment:

1. Five (5) weed eaters
2. Five (5) edgers
3. Five (5) backpack blowers
4. One (1) three-wheel blower (for parking lots)
5. Five (5) mowers which shall include a combination of push and greater zero turn mowers
6. Two (2) trucks/trailers
7. Three (3) backpack sprayers

Working Hours: The normal/standard working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.

MOWING FREQUENCIES

Month	Cuts per month
January	1
February	1
March	4
April	4
May	4
June	4
July	5
August	4
September	4
October	2
November	1
December	1
Total:	**35**

***The City anticipates mowing frequencies as outlined above, however; the City reserves the right to adjust these frequencies as needed.**

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DEFINITIONS

1. Trash: Trash is defined as anything loose and useless (examples but not limited to) bottles, cans, paper, plastic bags, plastic bottles, plastic food wrappers and Styrofoam cups and plates.

2. Debris: Debris is defined as objects lying on the ground in an area to be mowed that are mostly organic (examples but not limited to) tree limbs less than six inches (6") in diameter and smaller than six feet (6') in length, tree branches, twigs, hedge clippings and sapling trimmings. One (1) or two (2) broken concrete blocks would qualify as debris but an abundance of blocks would be the City's responsibility to move. If the Contractor finds large items such as old tires, concrete blocks, old chairs or sofas, dead car batteries, etc., on a site to be mowed please call the City contact to report the findings and the City will remove and properly dispose of the debris. Otherwise, it is the Contractor's responsibility to remove and properly dispose of debris before mowing.

MOWING

1. Mowing and all related services at a park or parcel should be started and completed on the same day (weather permitting). For larger parcels, the Contractor should attempt to complete all work in one area and then move the operation to the next area of that parcel. The intent is that a parcel will not be left for days with the parcel mowed, but with high grass still standing around benches, bleachers, etc. waiting on follow up trimming and weed eating.
2. Each area under this contract must be mowed with properly sized equipment to avoid scalping rutting and cutting off tops in sodded areas. Many of the properties under this contract are "lawns", not just typical park grass (Bahia), and as such must be mowed with more care than one would use in an open park. Properly sized equipment is often key to complying with this requirement**. Note: This may require the use of hand equipment such as push mowers, weed eaters, etc., in limited areas.**

3. Mower must be cleaned before moving to a different property if the next property has a different type of grass.

4. Mow at a height of three (3) inches for Bahia grass, four (4) inches for St. Augustine grass, and three (3) inches for Zoysia grass.

5. Mow all grassed areas in accordance with the frequency indicated on the price page proposal. Specific mowing dates and days will be set by the City. Contractor must follow City noise ordinance when planning mowing times.

6. The City does not include an allowance for delays caused by inclement weather; however, the City will grant time extensions, on a day-to-day basis for delays caused by the effects of rain or other inclement weather conditions. No additional compensation will be made for delays caused by the inclement weather.

7. All equipment must be properly maintained, mechanically. The blades must be sharpened so that the grass is cut and not torn, causing damage to the grass. Tires must be equally inflated

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to avoid uneven cuts, etc. The Vendor is responsible for operating equipment at speeds that result in proper cuts.

8. Vendor must pick up and remove trash and debris in and around the area to be mowed to include fence lines before mowing and properly dispose of it so it is not chopped up by mower. The Vendor is responsible for a clean area (free of trash and debris) with neat appearance, even cut and no clumps of grass to remain in the mowed areas. If the cuttings leave a thick blanket like cover over the existing cut area the operator must repeat the cycle to scatter the grass cuttings. All mowed areas will be inspected by the City's contract monitoring group. Debris must be removed from the site; not thrown under trees. **Grass clippings must be bagged at the Downtown Square and City Hall.**

9. The Contractor will be responsible for all damages incurred to any water sprinkler systems, fences, shrubs, trees, value boxes, etc., while performing the grounds maintenance. Leaning signs and bollards leaning due to contact with equipment will need to be straighten up. Any ground sprinklers damaged are to be repaired immediately to comply with water conservation regulations. All damages are to be reported to the User City where final disposition will be made as to replace and/or repair.

10. Backflow assemblies are located in various areas throughout the City. In the event a backflow assembly unit is damaged or destroyed by the Vendor, the Vendor shall be liable for all damages and shall be responsible for any costs associated with the repair or replacement of the unit(s). The Vendor's employees shall at all times have a wrench in their possession to shut off the water should damage occur. Report any damage within 15 minutes to Jeff Kerley, (352) 368-5527. In the event that Jeff Kerley cannot be reached, please call Parks Operations (352) 368-5550 or the Park Ranger on-call number (352) 789-1133.

11. Water meter damage should be reported to the Water Resources Department (352) 351-6772. Repairs must be made within 48 hours of damage occurrence, with the exception of utility related repairs, which must be completed as soon as possible.

12. No air blowers shall be used to blow grass debris into roadway. Grass clippings shall be blown away from roadways, but not into retention ponds. All cuttings must be kept off/removed from the streets, sidewalks, pavilions, restrooms and trails.

13. When mowing, grass is to be directed away from pools, ponds, retention areas, fences, athletic fields, landscape beds, gardens, plaza's, splash pads, playgrounds, artwork, picnic areas, fence lines and other park amenities. In insistences where mowing occurs around the above-mentioned areas, a rear discharge mower must be used. All cuttings must be kept off/removed from these areas and amenities. If cuttings do manage to get into these areas, Vendor shall be responsible for blowing those areas off, and/or costs to remediate the situation (i.e. cleaning out a pool).

TRIMMING AND WEED CONTROL

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1. The use of chemicals in place of weed eating around parks amenities and support facilities is NOT permitted. Glyphosate and other non-selective herbicides and similar chemicals with application rates per the manufacturer's recommendations are only permitted to be used to spray fence lines and cracks in sidewalks and other paved surfaces or to kill or retard the growth directly under trees as specified herein and shall not be used for any other purpose unless written consent is provided by the City. All plans for use of herbicides must be approved in writing by the City Project Manager before herbicides are applied.

2. When using chemicals to treat fence lines, special care shall be used so chemicals are not sprayed onto adjacent private property and use a cone on the sprayer to prevent overspray. Care should be taken to not over spray onto adjacent turf. A three inch (3") swath is to be sprayed on either side of the fence to maintain grass and weed control providing the adjacent side of the fence is not private property. If the adjacent side is private property only a three inch (3") swath shall be sprayed on the City property. Once the vegetation has been trimmed down to ground level with a weed eater or similar device and the remaining vegetation removed from the fence, the area should be treated with chemicals. Trimming and chemical treating of said vegetation shall be done on the same day the mowing is done. Over spraying resulting in damage of grass will require exact replacement of sod at Contractor's expense.

3. A one foot (1') diameter area from the base of trees shall be maintained when trimming around trees. Chemically kill or restrict the growth directly under trees using Glyphosate and other non-selective herbicides or other suitable and equally effective herbicide. When chemically trimming around trees, special care is to be given to avoid spraying the suckers growing from the ground around the tree; this may damage or kill the tree. Removal of the bark by weed eater or other equipment that is greater than 25% of the diameter of the tree will result in the tree being replaced at the expense of the Contractor. This is common around Crape Myrtles and not normally found around Oaks and other common hard wood trees.

4. Sidewalks, courts (basketball, racquetball, tennis), parking lots, curbs and hard surface trails (asphalt/concrete) are to be mechanically edged (NOT chemically edged) and where there are cracks in the sidewalks, trails and curbs with grass and weeds growing through the cracks the vegetation shall be sprayed with an approved herbicide and after the vegetation is dead it is to be removed with a weed-eater or similar string device and remove debris as work is being done. Walking trails need to be edged once monthly, one the first mowing date of each month.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.

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4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent Contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must have a visible company name/logo on the outside of the vehicle.

MISCELLANEOUS

1. Report sinkholes found in any area to the City Parks Operations Division Head.

2. At least one crewmember must communicate fluently in English.

3. A supervisor or crew leader must be on-site to certify that all work has been completed according to the specifications of the contract. While the City will certainly monitor the Contractor's work for compliance with the contract specifications, it is **not** the City's responsibility to supervise or monitor the work of crews performing the work. If the City has to frequently contact the Contractor about issues, it is indicative of improper supervision by the Contractor, and the City may terminate the contract for cause.

4. Properties having gates: Any gates needing repair for failure to close, open, or lock must be reported to the department* responsible for that area. All gates must be closed and locked when finished mowing. *If Contractor is unsure of which City department is responsible for the gate in question, please notify the City Parks Operations Division Head.

5. All Contractor's employees are to wear shirts or have a badge which identifies their company, and all trucks belonging to the Contractor must bear the company's name. Shirts must be worn at all times while working on City property.

6. When working near roadways or within roadway medians, the Contractor shall wear an FDOT approved vest; and FDOT approved safety cones and FDOT approved "Men Working Signs" shall be placed appropriately in front of and behind their truck. The Contractor is responsible for fully understanding these requirements and costs related to compliance shall be included in Contractor's price proposal.

7. Contractor will submit a weekly report to the City Project Manager. The weekly report shall list the properties mowed, and identify any problems or issues at any of the sites as well as the Contractor's recommendations to resolve the issue or problem.

8. Contractor will suggest a schedule for what day each park is going to be mowed during the week and shall provide that schedule to the City Project Manager for approval. The City reserves the right to

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designate the scheduled mowing day for any particular property as needed to accommodate City programming schedules and will discuss same with Contractor when establishing the schedule

9. All properties will be mowed in a one week period (one cycle). During March to May when the properties are mowed every other week, the properties shall all still be mowed in one week (and not split up between the two weeks).

10. To allow for bad weather or other unforeseen issues, certain properties may be mowed on Saturday. This extra day is not intended to be used every week, but only in the above mentioned circumstances.

11. If a property is not mowed within the one week period (Monday thru Saturday), then the property will not be mowed until the next mowing cycle and regularly scheduled day. The properties that are not mowed during that cycle will not be billed or paid by the City. It will be the City's responsibility to determine if the properties missed during that cycle will need to be mowed before the next cycle. If so, the City will mow them.

12. The properties should be mowed according to the schedule to avoid having more than seven (7) days between mowing during the weekly mowing schedule.

13. If the Contractor is regularly not able to complete the scheduled mowing cycle as outlined above, the City will interpret this to mean that the Contractor does not have the resources to successfully execute this contract and may terminate the contract for cause.

14. A batwing mower can be used at Lillian Bryant and Ocala Regional Sportsplex to assist in getting the parks mowed in the allotted time. The Contractor may store this piece of equipment at WRF #3 under the following conditions:
    A. The City will not provide a covered storage area.
    B. The City will not be responsible for any damage to the equipment while it is stored on City property.
    C. The equipment will only be accessible at WRF #3 from 8am to 5pm during the week.
    D. All other specifications must be complied with.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish, the following services/data to the Contractor for the performance of services:

    A. Access to City buildings and facilities to perform the work.
    B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
    C. Provide office facilities for the Contractor, if needed.

2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

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1. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Installation shall be in compliance with all requirements and instructions of applicable manufacturers.
4. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
6. Data collected by the Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
7. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.

SUB-CONTRACTORS

1. Contractor must perform a minimum of 30% of the work with their own forces.
2. Services assigned to sub-Contractors must be approved in advance by the City Project Manager.

SAFETY

1. The Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-Contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

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EXHIBIT B - AMENDED PRICE PROPOSAL			CONTRACT# REC/230103	
SOUTHERN LAWN CARE MID FLORIDA INC				
SPECIALTY MOWING AGREEMENT				
Section A				
ITEM	**DESCRIPTION**	**UOM**	**Cuts Per Year**	**Unit Cost**
1	City Hall Complex - 110 SE Watula Avenue (including Citizens' Circle and Electric Customer Service Center). Boundaries are E. Ft King to the north, SE Watula to the east, SE Osceola to the west, and SE 3rd ST to the south. Osceola and SE 3rd St mowing corner 15ft off Mow ROW between SE 3rd St. and Ft. King on Osceola west side of the railroad track behind the restaurant Mow at a height of 4". clippings must be picked up.	Each	35	$ 231.75
2	Downtown Square - S. Broadway St and SE 1st Ave and twelve (12) small islands surrounding the square. Mow the square at 4" and the grass clippings must be picked up.	Each	35	$ 36.05
3	Hershberger Park - 1735 N. Magnolia Ave - mow all three sections.	Each	35	$ 77.25
4	10th Street Park- NE 10th St. and N. Magnolia Ave - Mow from 10th St to the south to Johnson Tire to the north, and N. Magnolia to the west to dirt road to the east.	Each	35	$ 36.05
5	Parking Lot 5 - 200 block of NE 1st Ave	Each	35	$ 41.20
6	Parking Lot 9 - SW 2nd Ave & SW Ft King St	Each	35	$ 46.52
7	Power Plant Block - 405 SE Osceola Ave (includes all grass on this block). SE 5th St to the south, SE Osceola to the west. SE 3rd to the north, and SE 3rd Ave to the east. Also the water tank/triangle.	Each	35	$ 99.68
8	Art Park - 213 NE 5th St. - R/R tracks to the north, west, and east - NE 5th St to the south- this includes on the other side of the fence to the north to platform and the other side of the landscaping to the west to tracks.	Each	35	$ 186.06
9	Train/Bus Station - 500 block of NE 1st Ave and Magnolia Split (triangle) by RR Track.	Each	35	$ 149.52
10	Downtown Hwy 40 medians/ROW's - Watula to Pine Ave, and northwest corner island at W. Hwy 40 and NW 3rd St., northeast comer island at W. Hay 40 and NW 4th St.	Each	35	$ 87.55
11	Downtown Ft King St ROW's - Osceola to Pine Ave, area around electrical box south mid block between S. Magnolia and SE 1 first Ave. To RR tracks	Each	35	$ 128.75
12	Downtown Broadway - Watula to West. Hwy 40 (R.O.W). Including the strip along east side of parking garage from Fort King to Broadway to vacant lot property line.	Each	35	$ 128.75
13	E Ft King Medians/Roundabouts - SE 25th Ave to 36th Ave	Each	35	$ 231.75
14	West Highway 40 Gateway medians - Three medians (two on east and one on west side of 1-75)	Each	35	$ 87.55
15	West Highway 27 Gateway medians - Two medians (one on the east side and one on west side of I- 75)	Each	35	$ 87.55
16	R.O.W SE 1 Ave. from SE 5th St. to NE 3rd St.	Each	35	$ 66.45
17	SW 1 Ave. RO.W's from SW 2nd to W. Hwy 40, parking lot #7, parking lot #11	Each	35	$ 49.84
18	S-Curve/Billboard - 800 blk S. Magnolia - 4 medians & area around billboard to the east of the R/R tracks	Each	35	$ 87.55
19	Mary Sue Rich Community Center 1921 NW 17th PL. NW 17th Pl to South, NW 21st to West Property Line North East. Not including Sub Station	Each	35	$ 87.55
20	Presbyterian Lot Fort King- E Fort King/SE Sanchez-Whole Block	Each	35	$ 46.35
21	Parking Lot#6 at the NW 2nd St and N Magnolia Blk	Each	35	$ 80.00

Certificate Of Completion

Envelope Id: 43B27703-D450-4532-81CA-97030AD44CFE
Status: Completed
Subject: First Amendment to Agreement for Specialty Grounds Maintenance Services (REC/230103)
Source Envelope:
Document Pages: 11
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
1/2/2025 10:12:31 AM
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Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: DocuSign

Signer Events	Signature	Timestamp
TIM MCQUAIG kawboy32x@gmail.com President Security Level: Email, Account Authentication (None)	DocuSigned by: TIM MCQUAIG 5F5BAB04FEEA49A... Signature Adoption: Pre-selected Style Using IP Address: 135.129.119.60	Sent: 1/2/2025 10:14:50 AM Viewed: 1/2/2025 10:27:01 AM Signed: 1/2/2025 10:28:10 AM
Electronic Record and Signature Disclosure: Accepted: 1/2/2025 10:27:01 AM ID: 54f09043-d585-4e3b-b71f-5183d0fc7857		
William E. Sexton, Esq. wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/2/2025 10:28:11 AM Viewed: 1/2/2025 10:36:15 AM Signed: 1/2/2025 10:36:27 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/2/2025 10:36:28 AM Viewed: 1/2/2025 10:42:33 AM Signed: 1/2/2025 10:43:24 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/2/2025 10:43:26 AM Viewed: 1/6/2025 8:53:42 AM Signed: 1/6/2025 8:53:56 AM
Electronic Record and Signature Disclosure: Accepted: 1/6/2025 8:53:42 AM ID: 04aea09d-0c92-4109-8d52-d6a8713dabe4		

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**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/2/2025 10:14:50 AM
Certified Delivered	Security Checked	1/6/2025 8:53:42 AM
Signing Complete	Security Checked	1/6/2025 8:53:56 AM
Completed	Security Checked	1/6/2025 8:53:56 AM

Payment Events	Status	Timestamps
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.