

## HGAC AGREEMENT HP08-25

This End User Agreement (“Agreement”) dated this the 1st day of August, 2025 is entered into by and between **City of Ocala, FL** (“Client”) located at 110 SE Watula Avenue, Ocala, FL 34471 and **Witt O’Brien’s, LLC** (“Consultant”), located at 818 Town & Country Blvd, Suite 200, Houston, Texas 77024, each a “Party”, or collectively the “Parties.” This Agreement together with the terms and conditions attached and incorporated herein (the “Terms and Conditions”), and the attachments incorporated herein, shall form the Agreement.

Whereas, Consultant is in the business of providing certain services, and is willing to provide such services to Client;

Whereas, the Client desires to engage Consultant, and Consultant desires to be engaged, to provide Services as provided for herein;

Whereas, Consultant entered into a contract with the Houston Galveston Area Council (“HGAC”) effective August 1, 2025 (“HGAC Contract”) that provides for Consultant to sell All Hazards Preparedness, Planning, Consulting, Response, and Recovery Services through the HGAC Contract to End Users, such as the Client, a copy of HGAC Contract (Exhibit A) is attached and incorporated herein; and.

NOW THEREFORE, in consideration of the mutual promises, covenants, representations and warranties made herein, and the mutual benefits to be derived therefrom, the Parties intending to be legally bound, agree as follows:

**Recitals.** The above-referenced recitals are true and correct, and are incorporated into this Agreement.

**Engagement and Scope of Work.** Client hereby engages Consultant, and Consultant accepts Client’s engagement, to be available and to provide Services to Client. Consultant shall provide the services set forth in Appendix B or Task Order, attached hereto and incorporated herein (“Services”). Consultant shall furnish all reports and deliverables as set forth in Appendix B or Task Order in accordance with the terms set forth therein (hereafter “Deliverables”).

**Effective Date.** The effective date of this Agreement shall be August 1, 2025 (the “**Effective Date**”).

**Term.** The term of this Agreement (the “**Term**”) shall commence on the Effective Date, and shall remain in effect, unless otherwise terminated in accordance with Section 30 of the Terms and Conditions, provided that the HGAC Contract is extended by HGAC and Consultant.

**General Terms and Conditions.** The general terms and conditions of this Agreement are set forth in Appendix A, attached hereto and incorporated herein.

**Fees and Payment.** In consideration of Services performed hereunder, Client shall pay Consultant in accordance with Appendix C & Appendix D.

**Notice.** Any notice given by either party shall be in writing and shall be given by email with delivery confirmation and shall be given by registered or certified mail, return receipt requested, postage prepaid, or Federal Express or DHL courier, shipped prepaid, addressed to the parties at the


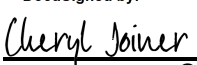
addresses herein designated for each party or at such other addresses as they may hereafter designate in writing.

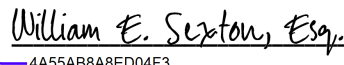
<p>City of Ocala Attn: Daphne Robinson, Esq. Contracting Officer 110 SE Watula Avenue Ocala, FL 34471 Email: <a href="mailto:drobinson@ocalafl.gov">drobinson@ocalafl.gov</a> PH : 352-629-8343</p> <p>Legal Notices :</p> <p>City of Ocala Attn: William E. Sexton, Esq., City Attorney 110 SE Watula Avenue Ocala, FL 34471 Email: <a href="mailto:cityattorney@ocalafl.gov">cityattorney@ocalafl.gov</a></p>	<p>Attention: Director of Contracts &amp; Compliance 818 Town &amp; Country Blvd., Suite 200 Houston, Texas 77024 USA Phone: +1 (281) 320-9796 Alternate Phone: +1 281-606-4721 <a href="mailto:contractrequests@wittobriens.com">contractrequests@wittobriens.com</a> with a copy to <a href="mailto:cjoiner@wittobriens.com">cjoiner@wittobriens.com</a></p> <p>Legal Notices:</p> <p>Witt O'Brien's, LLC Attention: Legal Counsel 818 Town &amp; Country Blvd, Suite 200 Houston, TX 77024 Email: <a href="mailto:ambipar.legal@ambipar.com">ambipar.legal@ambipar.com</a> with a copy to <a href="mailto:contractrequests@wittobriens.com">contractrequests@wittobriens.com</a></p>
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**End User Agreement.** The Client and Consultant agree that this Agreement constitutes an "End User Agreement" in accordance with Article 2 of the HGAC Contract.

**Entire Agreement.** Both parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire agreement between the parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modification or waiver is sought to be enforced.

**IN WITNESS WHEREOF,** the Parties hereto, by their duly authorized representatives, execute this Agreement to be effective as of the date set forth above.

City of Ocala, FL	Witt O'Brien's LLC
<p>Signed by:</p> <p></p> <p>Name: Janice Mitchell Title: Chief Financial Officer</p>	<p>DocuSigned by:</p> <p></p> <p>Name: Cheryl Joiner Title: Director Contracts &amp; Compliance</p>

**APPROVED as to form and legality:**   
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## **APPENDIX A GENERAL TERMS & CONDITIONS**

1. **CONSULTANT'S RESPONSIBILITIES.** Consultant ("Consultant") shall perform the Services utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

2. **CLIENT'S RESPONSIBILITIES.** Client shall provide site access to the site or facility at which the Services are to be performed at such times as may reasonably be required by Consultant, and shall make timely payments in accordance with the terms and conditions of this Agreement. To the extent Client has access to information relating to the Services to be performed, Client shall provide such information as is reasonably available and appropriate for the efficient performance of the Services ("Information"). Such Information includes, but is not limited to, available site history and the identification, location, quantity, concentration and character of known or suspected hazardous conditions, wastes, substances or materials that are likely to pose a significant risk to human life, health, safety or to the environment. Consultant shall be entitled to rely upon the Information provided by the Client or the Client's agents without independent verification except to the extent set forth herein and shall bear no liability arising from such reasonable reliance.

3. **COMMENCEMENT AND COMPLETION OF THE SERVICES.** The Services shall commence and shall be completed on the respective dates specified in this Agreement or, in the absence of such specification, as soon as good practice and due diligence reasonably permit.

4. **PROPRIETARY INFORMATION.** Proprietary confidential information ("Proprietary Information") disclosed by either party under this Agreement shall be clearly labeled and identified as Proprietary Information by the

disclosing party at the time of disclosure. When concurrent written identification of Proprietary Information is not feasible at the time of such disclosure, the disclosing party shall provide such identification in writing promptly thereafter. Proprietary Information shall not be disclosed to any other person except to those individuals who need access to such Proprietary Information as needed to ensure proper performance of the Services. Neither party shall be liable for disclosure or use of Proprietary Information which: (1) is generally available to the public without breach of this Agreement; (2) is disclosed with the prior written approval of the disclosing party; or (3) is required to be released by applicable law or court order. Each party shall return all Proprietary Information relating to this Agreement to the disclosing party upon request of the disclosing party or upon termination of this Agreement, whichever occurs first. Each party shall have the right to retain a copy of the Proprietary Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Paragraph 4.

5. **DELIVERABLES.** Upon payment in full for the Services, and unless otherwise agreed to by the parties, the Deliverables shall be the property of the Client. The Consultant shall not disclose the Deliverables relating to the Services to a third party without the prior written authorization of the Client. Client shall be solely responsible for any disclosure of the Deliverables, which may be required by law and agrees to indemnify and hold Consultant harmless for any loss, liability, or claim resulting from Client's failure to make such disclosure and fully indemnify Consultant. Where applicable law requires immediate disclosure by the Consultant, Consultant shall make its best efforts to give prior notice to Client. At Client's request and expense, Consultant will assist the Client in making such disclosures as may be required by law.

Notwithstanding the foregoing, the Client acknowledges that in the course of its performance under the Agreement the Consultant may use products, materials and methodologies proprietary to the Consultant, and the Client agrees that it shall have or obtain no rights in such proprietary products, materials and methodologies except pursuant to a separate written agreement (if any) executed by the parties.

## 6. LIABILITY AND INDEMNIFICATION

6.1 CONSULTANT PEOPLE AND PROPERTY. TO THE EXTENT PERMITTED BY LAW, CONSULTANT WILL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS CLIENT, FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, COSTS (INCLUDING LEGAL FEES), EXPENSES AND LIABILITIES IN RESPECT OF:

(a) LOSS OF OR DAMAGE TO THE PROPERTY OF CONSULTANT WHETHER OWNED OR LEASED BY CONSULTANT; AND

(b) PERSONAL INJURY INCLUDING DEATH OR DISEASE TO ANY PERSON EMPLOYED BY CONSULTANT;

ARISING FROM OR RELATING TO THE PERFORMANCE OF THE AGREEMENT REGARDLESS OF THE CAUSE OF THE INCIDENT.

6.2 CLIENT PEOPLE AND PROPERTY. TO THE EXTENT PERMITTED BY LAW, CLIENT WILL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS CONSULTANT FROM AND AGAINST ANY CLAIMS, LOSSES, DAMAGES, COSTS (INCLUDING LEGAL FEES), EXPENSES AND LIABILITIES IN RESPECT OF:

(a) LOSS OF OR DAMAGE TO THE PROPERTY OF CLIENT WHETHER OWNED OR LEASED BY CLIENT; AND

(b) PERSONAL INJURY INCLUDING DEATH OR DISEASE TO ANY PERSON EMPLOYED BY CLIENT;

ARISING FROM OR RELATING TO THE PERFORMANCE OF THE AGREEMENT REGARDLESS OF THE CAUSE OF THE INCIDENT.

NOTWITHSTANDING THE FOREGOING, NEITHER PARTY EXCLUDES OR LIMITS ITS LIABILITY FOR FRAUD.

6.2 LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND. EXCEPT AS OTHERWISE PROVIDED HEREIN, CONSULTANT'S LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES ACTUALLY PAID BY CLIENT TO CONSULTANT UNDER THIS AGREEMENT.

6.3 NO WAIVER OF SOVEREIGN IMMUNITY. NOTHING HEREIN IS INTENDED TO WAIVE SOVEREIGN IMMUNITY BY THE CLIENT 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.

7. ACCEPTANCE. Client shall have five (5) days from the date each deliverable is made to Client to reject all or part of each Deliverable. Each Deliverable, to the extent not rejected in writing by Client, shall be deemed accepted.

8. PAYMENT TERMS. Invoices will be submitted monthly and are due upon receipt. Invoices for out-of-pocket expenses may be submitted on a monthly basis and are due upon receipt. Timely payment is a material part of the consideration for the performance of the Services. Invoices will be paid Net 30. A service charge equivalent to 1.5% (per month)

of invoice amount may be assessed by Consultant and will be paid by Client for invoices aging beyond 30 days until invoice is paid in full. In the event that payment has not been made in accordance with the terms of this Agreement, in addition to any other remedy, which Consultant may have under law or equity, Consultant may stop work immediately, without further duty, obligation, and/or liability.

9. CONTRACT CEILING PRICE. For time and material or unit price contracts with a contract ceiling, if at any time Consultant has reason to believe that an increase in such limitation will be necessary, it will give prior notice to that effect and proposing a new limitation figure and giving appropriate supporting data so that Client may, at its sole discretion, increase such limitation by written modification to this Agreement.

10. CURRENCY OF PAYMENT. Unless otherwise set forth in this Agreement, all payments shall be made in United States Dollars (\$US). Where exchange rates are involved, the rate of exchange between \$US and the other currency involved in the transaction shall be the rate of exchange as of the date of invoice. The date of each invoice shall be clearly marked on each invoice.

11. HEALTH & SAFETY. Client shall notify Consultant of any known or suspected hazards existing at any site where the Services are to be provided, including but not limited to, hazardous waste, substances or materials and underground utilities.

12. CONFLICT OF INTEREST. The Client acknowledges that the Consultant provides similar services for a broad range of other clients and agrees that Consultant shall be free to work for other clients in matters that do not involve the use of any Proprietary Information that has been disclosed by the Client under the terms of this Agreement or do not directly relate to the specific Services provided by the Consultant to the Client under this Agreement.

13. FORCE MAJEURE. Neither party shall be responsible for any delay or failure in performance, other than the obligation to make payments for work previously performed, to the extent that such delay or failure was caused by a force majeure event including Act of God, war, civil disturbance, governmental action, labor dispute unrelated to and without fault or negligence of the party claiming the force majeure event, computer virus, or denial of access to the site or any other event beyond the reasonable control of the claiming party. Performance under this Agreement shall resume promptly once the cause of delay or failure ceases and an equitable adjustment shall be made to the price and/or schedule of the Services including any mobilization or demobilization costs of Consultant. Determination of force majeure shall rest solely with H-GAC.

14. CHANGED CONDITIONS. The discovery of any hazardous waste, substance or material; underground obstruction; underground utilities; or other latent obstruction to the performance of the Services to the extent that such conditions are not the subject of the Services, and to the extent that such conditions were not brought to the attention of the Consultant prior to execution of this Agreement, or any change in law that materially affects the obligations or rights of either party under this Agreement, shall constitute a materially different site condition entitling the Consultant to an equitable adjustment in the contract price, time of performance, or both, as appropriate. If the change materially changes the nature of the Services, the Consultant may terminate this Agreement as a result of such changed conditions.

15. CHANGES TO THE SERVICES. The Client may direct changes within the general Scope of Work. Upon notification of such direction, the Consultant shall prepare an estimate of the additional costs and time required, if any, to perform the change. Upon mutual written agreement, Consultant shall perform the change and an equitable adjustment shall be

made to the price and/or time schedule as appropriate.

16. **GOVERNING LAW.** The Agreement will be governed by the laws of the State of Florida, without reference to its rules relating to choice of law to the contrary. Client consents to the exclusive jurisdiction of state and federal courts located in Marion County, State of Florida, with respect to any claim arising under or by reason of the Agreement.

17. **THIRD PARTY LITIGATION.** In the event that any litigation, proceeding, or claim (including any investigation which may be preliminary thereto) involving the Services performed by Consultant is commenced by a third party, Consultant shall furnish, if compelled by law or upon the reasonable request of Client, such person or persons from Consultant's organization as are familiar with the matters embraced within the knowledge of Consultant's personnel to testify as witnesses and to provide Consultant's records and such other information and assistance in connection with such litigation, proceeding or claim (or investigation preliminary thereto). To the extent Consultant may be required, either by law or at the request of Client, to provide such testimony, records, information, or assistance, Client shall reimburse Consultant for the reasonable value of its services at its then prevailing rate for comparable work, based on the time expended, and for Consultant's out-of-pocket expenses incurred in connection therewith in accordance with the provisions of this Agreement.

18. **INDEPENDENT CONTRACTOR.** The Consultant is an independent contractor and shall not be deemed to be an employee or agent of the Client. Consultant shall indemnify and hold Client harmless against all liability and loss resulting from Consultant's failure to pay all taxes and fees imposed by the government under employment insurance, social security and income tax laws with regard to Consultant's employees engaged in the performance of this Agreement.

19. **NON-SOLICITATION OF EMPLOYEES.** Neither party shall solicit for employment or hire the employees of the other party involved in the management or performance of the Services during the term of this Agreement and for one year thereafter.

20. **NONWAIVER.** No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

21. **SEVERABILITY.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affect to the remaining provisions.

22. **ASSIGNMENT/SUBCONTRACTS.** Neither party may assign this Agreement without the written consent of the other party, which shall not unreasonably be withheld; provided, however, that Consultant may assign this Agreement in connection with a sale of all or substantially all of its assets without Client's consent, or to a parent, subsidiary, or affiliate.

23. **DRAFTING PARTY.** Each party has reviewed this Agreement and any question of interpretation shall not be resolved by any rule of interpretation providing for interpretation against the drafting party. This Agreement shall be construed as though drafted by both parties.

24. **CAPTIONS.** The captions and headings of this agreement are intended for convenience and reference only, do not affect the construction or meaning of this agreement and further do not inform a party of the covenants, terms or conditions of this Agreement or give full notice thereof.

25. **ADDITIONAL INSTRUMENTS.** The parties agree to provide the other with any and all documents required to carry out any and all

obligations in connection with the agreement as set forth herein.

26. NO AGENCY. Except as specifically set forth otherwise, it is agreed and understood that neither party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or in behalf of the other.

27. ORDER OF PRECEDENCE. In the event of a conflict in the terms and conditions of this Agreement, the following order of precedence shall apply:

- A. This Agreement
- B. Compensation (Appendix C)
- C. HGAC Awarded Rate Card (Appendix D)
- D. The Scope of Work (Appendix B)
- E. The General Terms and Conditions (Appendix A)
- F. HGAC Contract (Exhibit A)
- E. Task Orders (if applicable)
- F. Other Contract Documents

28. ENTIRE AGREEMENT. The parties acknowledge that they have read this Agreement, understand it and agree to be bound by its terms. This Agreement supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. No modification or change to this Agreement shall be binding unless such modification or change is in writing and signed by an authorized representative of each party.

29. PUBLIC RECORDS. Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the contract, Consultant 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](mailto:clerk@ocalafl.gov); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

30. OTHER. Neither Party shall disseminate or make use of any materials making reference to the other Party, without the other Party's written consent. Neither Party shall make any statements or promises relating to the other Party or its Services or any use of the other Party's name, which is not authorized in writing by the other Party.

31. TERMINATION. This agreement may be terminated at any time by either party provided the requesting party provides the other with 30 days' written notice. In this event, Client shall pay for services rendered through the date of termination. Either party may also immediately terminate this

Agreement upon a material breach of this Agreement, with no further payment or service obligation.

32. FEMA CLAUSES: HGAC Agreement and Appendix E.



**APPENDIX B**  
**Scope of Work**

Consultant shall provide the following services:

IF NO SERVICES LISTED THEY WILL BE DEFINED IN THE TASK ORDER

## **APPENDIX C**

### **Compensation**

Compensation for services provided by Consultant will be paid by Client on a Time and Materials basis.

1. The Client shall pay Consultant for reimbursable expenses upon receipt of Consultant's itemized invoice in accordance with this Agreement. Consultant agrees to adhere to the General Services Administration (GSA) published rates to include disaster specific amendments. Consultant represents that GSA travel rules are adopted, utilized and eligible for reimbursement by FEMA.
2. Reimbursable expenses include the following:
  - a. Coach class air fare purchased at the lowest reasonably available rate and baggage fees, to include Consultant Deployment and Demobilization Travel;
  - b. Meals limited to the maximum current GSA per diem rate (receipts not required but will be supplied if FEMA requires same);
  - c. Lodging limited to the maximum current GSA per diem rate to include FEMA approved lodging waivers;
  - d. Consultant deployment and demobilization travel time will be reimbursed at the applicable hourly rate for the employee or approved Subconsultants while travelling;
  - e. Rotation airfare for Consultant employees or approved Subconsultants will be reimbursed based on the Consultant travel policy which limits each individual to a maximum of one (1) weekend trip every two (2) weeks, with up to one (1) trip up per quarter being a trip that can extend up to a week in duration; coach class air fare purchased at the lowest reasonably available rate plus baggage fees;
  - f. Mileage for Consultant privately owned vehicles at the current GSA rate per mile (subject to change);
  - g. Taxi, mid-size automobile rental expenses, parking, and related costs with applicable taxes; and
  - h. The ordinary and reasonable cost, including any sales tax Consultant is legally required to pay, for out-of-pocket copying, printing, postage, running computer analyses, messages, delivery services, long distance telephone calls, and materials and supplies costs, laundry, directly related to Consultant's performance under this Agreement.
  - i. The HGAC Rate card is included herein as Appendix D.

**Appendix D**

Witt O'Brien's LLC

All Hazards Preparedness, Planning, Consulting &amp; Recovery Services

Contract No.: HP08-25

<b>LABOR CATEGORY</b>	<b>RATE</b>
Disaster Specialist I	\$ 90.00
Disaster Specialist II	\$ 125.00
Disaster Specialist III	\$ 150.00
Disaster Specialist IV	\$ 170.00
Disaster Specialist V	\$ 185.00
Disaster Specialist VI	\$ 200.00
Disaster Specialist VII	\$ 225.00
Appeals Specialist I	\$ 175.00
Appeals Specialist II	\$ 265.00
Damage Inspector I	\$ 90.00
Damage Inspector II	\$ 110.00
Damage Inspector III	\$ 125.00
Damage Inspector IV	\$ 135.00
Damage Inspector V	\$ 150.00
Expert Testimony	\$ 500.00
Project Executive I	\$ 250.00
Project Executive II	\$ 330.00
Project Executive III	\$ 375.00
Subject Matter Expert I	\$ 170.00
Subject Matter Expert II	\$ 190.00
Subject Matter Expert III	\$ 225.00
Subject Matter Expert IV	\$ 260.00
Subject Matter Expert V	\$ 350.00
Project Manager I	\$ 150.00
Project Manager II	\$ 165.00
Project Manager III	\$ 180.00
Project Manager IV	\$ 200.00
Project Manager V	\$ 225.00
<b>PROFESSIONAL CONSULTING SERVICES</b>	
<b>LABOR CATEGORY</b>	<b>RATE</b>
Project Manager VII	\$ 275.00
Consultant I	\$ 115.00
Management Consultant II	\$ 125.00
Management Consultant III	\$ 150.00
Management Consultant IV	\$ 175.00
Management Consultant V	\$ 225.00
Consultant VIII	\$ 225.00
Technical Specialist I	\$ 135.00
Technical Specialist II	\$ 150.00
Technical Specialist III	\$ 170.00
Technical Specialist IV	\$ 190.00
Technical Specialist V	\$ 225.00
Technical Specialist VI	\$ 240.00
<b>LABOR CATEGORY</b>	<b>RATE</b>
Technical Specialist VII	\$ 260.00
Admin I	\$ 75.00

## APPENDIX E ADDITIONAL FEMA CLAUSE

Safeguarding of Sensitive Information and Information Technology Security and Privacy Training (Applicable when contractor has access to sensitive information or contractor IT system as defined in the agreement that are used to input, store, process, output and/or transmit sensitive data)

(a) Applicability. This clause applies to the Consultant, its subcontractors, and Consultant employees (hereafter referred to collectively as “Consultant”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) Definitions. As used in this clause—

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Consultant employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Consultant's employees shall be fingerprinted, or subject to other investigations as required. All Consultant employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Consultant to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Consultant shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Consultant employees authorized access to sensitive information, the Consultant shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Consultant shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

TEMPLATE TASK ORDER NO.\_\_\_\_  
 STATEMENT OF WORK FOR SERVICES

This Task Order No. \_\_\_, Statement of Work for \_\_\_\_\_ for the \_\_\_\_\_ ("Task Order") effective as of \_\_\_\_\_, between \_\_\_\_\_ ("Client") and Witt O'Brien's, LLC ("Consultant").

WHEREAS, this Task Order is in support of the **HGAC HP08-25 ("Agreement")**, dated \_\_\_\_\_, and;

NOW, THEREFORE, in consideration of the terms and conditions contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Client and Consultant hereby agree as follows:

- Parties mutually agree to add the following terms (if applicable): \_\_\_\_\_
- Parties mutually agree to add the following specific scope: \_\_\_\_\_
- Parties mutually agree to add the following performance period: \_\_\_\_\_
- Parties mutually agree to add the following not to exceed amount: \_\_\_\_\_
- Other Terms and Conditions: All other terms and conditions of the basic Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, execute this Task Order to be effective as of the date set forth above.

<b>[Insert Client]</b>	<b>Witt O'Brien's, LLC</b>
<div></div>	<div></div>
Name:	Name:
Title:	Title:

## Certificate Of Completion

Envelope Id: DC955AA3-F446-4BA3-AFCF-1FB536A07E42  
 Subject: SIGNATURE: HGAC Agreement HP08-25 - Witt O'Brien's, LLC (FIN 260224)  
 Source Envelope:  
 Document Pages: 14  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

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 1/7/2026 9:55:32 AM	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

Cheryl Joiner  
 cjoiner@wittobriens.com  
 Director Contracts & Compliance  
 Witt O'Brien's, LLC  
 Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
 1178C53B1F254BF...  
 Signature Adoption: Pre-selected Style  
 Using IP Address:  
 2600:1702:4fb3:5180:1464:224f:8bd0:4a61

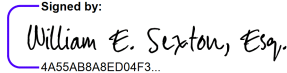
## Timestamp

Sent: 1/7/2026 9:57:34 AM  
 Resent: 1/7/2026 10:01:14 AM  
 Resent: 1/7/2026 10:08:55 AM  
 Viewed: 1/7/2026 11:25:07 AM  
 Signed: 1/7/2026 11:25:13 AM

## Electronic Record and Signature Disclosure:

Accepted: 1/7/2026 11:25:07 AM  
 ID: da2c1cdf-1fbe-4535-858f-f607c247c209

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: 1/7/2026 11:25:15 AM  
 Viewed: 1/8/2026 8:31:46 AM  
 Signed: 1/8/2026 9:03:09 AM

## Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM  
 ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

Janice Mitchell  
 jmittchell@ocalafl.org  
 CFO  
 City of Ocala  
 Security Level: Email, Account Authentication (None)

Signed by:  
  
 55198B43858A4E1...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 216.255.240.104

Sent: 1/8/2026 9:03:10 AM  
 Viewed: 1/8/2026 10:11:51 AM  
 Signed: 1/8/2026 10:13:00 AM

## Electronic Record and Signature Disclosure:

Accepted: 1/8/2026 10:11:51 AM  
 ID: 1778bbac-b433-4689-9104-924088a2f86b

## 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	1/7/2026 9:57:34 AM
Envelope Updated	Security Checked	1/7/2026 10:01:12 AM
Envelope Updated	Security Checked	1/7/2026 10:01:12 AM
Envelope Updated	Security Checked	1/7/2026 10:01:12 AM
Envelope Updated	Security Checked	1/7/2026 10:01:12 AM
Envelope Updated	Security Checked	1/7/2026 10:01:13 AM
Envelope Updated	Security Checked	1/7/2026 10:01:13 AM
Envelope Updated	Security Checked	1/7/2026 10:08:54 AM
Envelope Updated	Security Checked	1/7/2026 10:08:54 AM
Envelope Updated	Security Checked	1/7/2026 10:08:54 AM
Certified Delivered	Security Checked	1/8/2026 10:11:51 AM
Signing Complete	Security Checked	1/8/2026 10:13:00 AM
Completed	Security Checked	1/8/2026 10:13:00 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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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](mailto: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](mailto: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 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](mailto: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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- ii. send us an email to [contracts@ocalafl.org](mailto: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
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