



This agreement, on February 28, 2024, states the partnership details of Ocala Electric Utility (hereinafter "Partner") and the Arbor Day Foundation (ADF) for the Energy-Saving Trees Program beginning January 1, 2024, and ending June 30, 2024.

Partnership Details

- Partner is providing \$10,000 total funding for Spring 2024 Energy-Saving Trees program.
- Tree distribution will be done as a hybrid model, with pre-reserved trees to be mailed to participants and remaining trees to be delivered to an event site.
- Partner will provide all details for website creation by February 29, 2024.
- Tree orders will ship to participants in Spring between April 1 and June 15
- Trees will be bulk transported to partner 24-48 hours before the event date.
- ADF will launch online platform for reservations on March 11, 2024 (Dependent on all details being received by Partner)
- Trees will be offered for FREE to participants, 1 tree per household.
- Validation will be setup for geo-lookup through zip codes.
- ADF will email final program invoice to thoff@ocalafl.org by June 1, 2024.

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Partnership Scope-of-Work

As a part of this partnership, Partner agrees to:

- Pay agreement amount per tree to distribute the full quantity of trees to participants in your decided upon geography. All trees (at minimum 85% of these) will be pre-reserved and captured in the Energy-Saving Trees online reservation tool.
- Complete and submit the online application where you will provide a tree species wish list to ADF: <https://est.arborday.org/Application/Company>
- Choose tree species from availability list provided by ADF. (Species substitutions sometimes need to happen due to crop failures or growth/quality issues. If this scenario occurs, ADF will work with Partner to discuss interchangeable species.)
- Provide eligible zip codes, tree event details, terms and conditions and welcome message copy to ADF according to agreement timeline.
- Review this scope-of-work document provided by ADF which details the partnership. Provide edits needed and sign document within 14 days of receipt.
- Promote the program through multiple marketing channels which may include direct mail campaigns, email campaigns, search engine marketing, web site promotions, press releases, social media and other channels.
 - A formal marketing plan, including a timeline and verbiage details will be shared with ADF before the launch of your program. (This marketing plan will include additional marketing tactics that will happen during last 1-2 weeks prior to program end date, if 90% of the trees are not yet reserved.)
 - All marketing activities using the Energy-Saving Trees or Arbor Day Foundation logo must be sent to and approved by ADF.
- Deliver checks/payments to the Arbor Day Foundation within 30 days of receipt of invoice to:

Arbor Day Foundation
Attn: Accounting
P.O. Box 80208
Lincoln, NE 68501

In case of direct mail model--

- In the case that trees are not depleted by the program end date, Partner shall assume the sole responsibility and cost of the remaining inventory of trees and determine where to utilize remaining trees for future use.
- Decisions for where remaining trees will be made by Partner within 14 days of close of program. After 14 days, ADF will determine and make arrangements for remaining trees / funding to be donated to a local tree group, forest, or community in need within our network.

In case of pickup event model--

- In the case that trees are not depleted prior to the pickup event date or in the case of remaining trees that were not picked up, Partner shall assume the sole responsibility and cost of the remaining inventory of trees and determine where to utilize remaining trees.
- Determine and organize the designated location(s) for these trees to be picked up by participants, along with plan and staff the scheduled tree pickup events.
- Arrange location for trees to be delivered, stored, secured 24-48 hours before your event.
- Provide pickup event details to ADF by date specified in agreement terms. This includes event dates, times, locations, delivery address for trees and any special instructions. Partner will assume responsibility for unloading trees from truck.

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As a part of this partnership, the Arbor Day Foundation agrees to:

- Provide a pre-selected list of available tree species for Partner to choose from.
- Source specified quantity of containerized trees for Partner's program.
 - In case of direct mail model--
 - Trees are to be pre-reserved and shipped directly to participants' residences by ADF vendor.
 - Insert planting/care instructions with tree shipments to residents.
 - In the case that trees are not depleted by the end ship date, trees will be available for a final bulk shipment to location determined by Partner or ADF can provide a recommendation to an Alliance for Community Trees member in the Partner's area.
 - In case of pickup event model--
 - Trees are to be bulk transported to Partner event site 24-48 hours before event.
- Maintain Energy-Saving Trees website for Partner:
 - Provide a custom url for Partner's reservation website.
 - Create and customize tree reservation website per Partner's provided details.
 - Setup program per the delivery model chosen by Partner.
 - Launch website per terms launch date where trees will be reserved by participants for planting in pre-approved, strategic planting zones to reduce energy usage.
 - Website customizations to include:
 - Approved Partner logo
 - Interactive mapping tool
 - i-Tree Tools research on the long-term benefits of specific trees planted around customer's house (including energy savings, air quality, and carbon emissions)
 - Customized welcome message and terms and conditions statement (will require each participant to accept these terms for each order submitted.)
 - Order confirmation email will vary slightly depending on program model that customer has selected. Email will include a map showing the agreed upon energy saving planting location.
 - Provide a specific toll-free customer service line to answer participant questions surrounding the program.
 - Pre-event reminder email
- Provide the Energy-Saving Trees and Arbor Day Foundation logo to be used in advertising and marketing materials upon approval by the Arbor Day Foundation.
- Provide access to an online marketing toolkit for samples/templates of promotional materials.
- Collect and provide a wait list of Partner participants who express interest after trees are depleted.
- Provide an invoice to Partner via email. Payment due within 30 days of receipt of Invoice.
- Provide dashboard login access to allow Partner to access and download all data related to this program including all customer orders and environmental data.
- Work with Partner for post-program survey to be sent to participants.
- Provide program summary report to Partner. Report to include statistics about programs energy benefits (kWh and therms conserved) and community benefits (lbs of CO2 sequestered and avoided, gallons storm water conserved, lbs of air filtered) and other Key Performance Indicators. Report will be sent to Partner, as shown above.
- Will indemnify and hold harmless Partner, its officers, directors, employees and affiliates from and against any and all claims, liabilities, losses, costs, damages or expenses (including court costs and reasonable attorney's fees) due to damages or losses suffered by third parties in connection with the operation of this letter and agreement.

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Arbor Day Foundation will retain rights of use for tree-related data (data *not* pertaining to Partner customer identity) captured through the Arbor Day Foundation Energy-Saving Trees tool.

If either party or its key executives commit any act or become involved in any situation that conflicts with the Arbor Day Foundation's mission of environmental conservation or results in serious negative publicity, the non-involved party shall have the right to terminate this Agreement.

Upon approval, please sign and date this agreement. Return via fax at (402) 474-0820, e-mail at kbousquet@arborday.org or mail it to Kristen Bousquet at Arbor Day Foundation, 211 N. 12th Street, Lincoln, NE 68508. If you have questions or concerns, contact us at 402-473-2023.

City of Ocala

DocuSigned by:

Janice Mitchell
Signature

2/27/2024

Date

Janice Mitchell CFO

Printed Name; Title

Arbor Day Foundation

DocuSigned by:

Kristen Bousquet
Kristen Bousquet, Program Manager

02/29/24 | 12:27 PM PST

Date

DocuSigned by:

Katie Loos
Katie Loos, Chief Operating Officer

02/28/24 | 8:46 AM PST

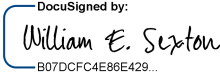

Date

Approved as to form and legality:

DocuSigned by:

William E. Sexton
William E. Sexton, Esq.
City Attorney

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Certificate Of Completion		
Envelope Id: 2555AB35032E4454B4AFE393E56ADC0E		Status: Completed
Subject: SIGNATURE: Energy Saving Trees 2024 - Arbor Day Foundation (ELE/230238)		
Source Envelope:		
Document Pages: 4	Signatures: 2	Envelope Originator:
Certificate Pages: 5	Initials: 0	Patricia Lewis
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
		plewis@ocalafl.org
		IP Address: 216.255.240.104
Record Tracking		
Status: Original	Holder: Patricia Lewis	Location: DocuSign
2/27/2024 10:07:15 AM	plewis@ocalafl.org	
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Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign
Signer Events	Signature	Timestamp
William E. Sexton	<div><div>DocuSigned by:</div><div></div><div>B07DCFC4E86E429...</div></div>	Sent: 2/27/2024 10:15:31 AM
wsexton@ocalafl.org		Viewed: 2/27/2024 11:21:56 AM
City Attorney		Signed: 2/27/2024 11:23:05 AM
City of Ocala		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 216.255.240.104	
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Janice Mitchell	<div><div>DocuSigned by:</div><div></div><div>55198B43858A4E1...</div></div>	Sent: 2/27/2024 11:23:06 AM
jmittchell@ocalafl.org		Viewed: 2/27/2024 1:26:13 PM
CFO		Signed: 2/27/2024 1:31:20 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 216.255.240.104	
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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 Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/27/2024 10:15:31 AM
Certified Delivered	Security Checked	2/27/2024 1:26:13 PM
Signing Complete	Security Checked	2/27/2024 1:31:20 PM
Completed	Security Checked	2/27/2024 1:31:20 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.