



FIRST AMENDMENT TO END USER AGREEMENT – HGAC HP08-21

THIS FIRST AMENDMENT TO END USER AGREEMENT - HP08-21("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WITT O'BRIEN'S, LLC**, a limited liability company duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN: 27-2783923) ("Consultant").

WHEREAS, on August 1, 2021, the Houston Galveston Area Council (HGAC) and Consultant entered into HGAC Agreement HP08-21 (the "HGAC Agreement") for Consultant to provide All Hazards Preparedness, Planning, Consulting, Response, and Recovery Services; and

WHEREAS, on January 1, 2022, City and Consultant entered into an End User Agreement for All Hazards Preparedness, Planning, Consulting, Response, and Recovery Services (the "Original Agreement"), City of Ocala Contract No.: FIN/190687; and

WHEREAS, on July 3, 2023, the Houston Galveston Area Council and Consultant extended the term of the HGAC Agreement until July 31, 2024; and

WHEREAS, City and Consultant now desire to extend the Original Agreement, as written, for a one-year renewal period.

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 Consultant agree as follows:

1. **RECITALS.** City and Consultant 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 Consultant 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-year term beginning **AUGUST 1, 2023** and terminating **JULY 31, 2024**, in accordance with Amendment No. 1 to Contract No. HP08-21, attached hereto as **Exhibit A**.
4. **AMOUNTS DUE TO THE CITY.** Consultant must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Consultant may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
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 Consultant:

Witt O'Brien's, LLC
 Attention: Director of Contracts
 818 Town & Country Blvd., Suite, 200
 Houston, TX 77024
 E-mail: contractrequests@wittobriens.com



CONTRACT# FIN/190687

If to City of Ocala:

Daphne Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
PH: 352-629-8343
Email: notices@ocalafl.org

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
PH: 352-401-3972
Email: cityattorney@ocalafl.org

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).** Consultant, 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.]



CONTRACT# FIN/190687

IN WITNESS WHEREOF, the parties have executed this First Amendment on 8/4/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs

F82769461C4E4E5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Janice Mitchell

55198B43858A4E1...
Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

DocuSigned by:
William E. Sexton

B07DCFC4E86E429...
William E. Sexton, Esq.
City Attorney

WITT O'BRIEN'S, LLC

DocuSigned by:
Cheryl Joiner

By: Cheryl Joiner

(Printed Name)

Title: Director Contracts & Compliance
(Title of Authorized Signatory)

AMENDMENT No. 1 to CONTRACT No. HP08-21**For**

All Hazards Preparedness, Planning, Consulting & Recovery Services

Between**HOUSTON-GALVESTON AREA COUNCIL****And****Witt O'Brien's, LLC**

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through July, 31, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:



82EC270D5D61423...

Chuck Wemple, Executive Director

Date: 7/3/2023

Signed for: **Witt O'Brien's, LLC**

DocuSigned by:



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Cheryl Joiner Director Contracts & Compliance

Printed Name & Title:

Date: 6/29/2023

Certificate Of Completion

Envelope Id: 6BE28ABF202F4BECBB679F3227B23015

Status: Completed

Subject: First Amendment, HGAC HP08-21 - Witt O'Brien LLC (FIN 190687)

Source Envelope:

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Signatures: 4

Certificate Pages: 5

Initials: 0

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Envelope 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

7/21/2023 9:04:25 AM

Holder: Brittany Craven

biverson@ocalafl.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

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Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



B07DCFC4E86E429...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Timestamp

Sent: 7/21/2023 9:07:05 AM

Resent: 8/1/2023 8:15:04 AM

Viewed: 8/3/2023 3:51:55 PM

Signed: 8/3/2023 3:52:44 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Cheryl Joiner

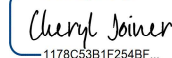
cjoiner@wittobriens.com

Director Contracts & Compliance

Witt O'Brien's, LLC

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 73.183.237.38

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Viewed: 8/3/2023 4:22:52 PM

Signed: 8/3/2023 4:23:02 PM

Electronic Record and Signature Disclosure:

Accepted: 8/3/2023 4:22:52 PM

ID: 977abe31-f302-4b75-a7f2-5ec0db017378

Janice Mitchell

jmittell@ocalafl.org

CFO

Security Level: Email, Account Authentication
(None)

DocuSigned by:



55198B43858A4E1...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Sent: 8/3/2023 4:23:03 PM

Viewed: 8/4/2023 8:05:02 AM

Signed: 8/4/2023 8:06:34 AM

Electronic Record and Signature Disclosure:

Accepted: 8/4/2023 8:05:02 AM

ID: 1dd0db4a-d883-429f-9586-877821b804af

Angel B. Jacobs

ajacobs@ocalafl.gov

April 19

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Viewed: 8/4/2023 8:15:01 AM

Signed: 8/4/2023 8:15:20 AM

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
Witt O'Brien's, LLC contractrequests@wittobriens.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/3/2023 4:09:57 PM ID: a6e9527d-a107-4187-91cb-8fa1f02085de	<div>COPIED</div>	Sent: 8/3/2023 4:11:41 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/21/2023 9:07:05 AM
Certified Delivered	Security Checked	8/4/2023 8:15:01 AM
Signing Complete	Security Checked	8/4/2023 8:15:20 AM
Completed	Security Checked	8/4/2023 8:15:20 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.