

ADMINISTRATIVE, ACTUARIAL, CONSULTING, AND RETIREMENT SERVICES AGREEMENT

This Administrative, Actuarial, Consulting, and Retirement Services Agreement (“Agreement” or “ASA”) is entered into by and between City of Ocala (the “Employer”), with its principal place of business at 110 SE Watula Avenue, Ocala FL, 34471, and Marsh & McLennan Agency, LLC (“Marsh”), a North Carolina corporation, with places of business at 3318 West Friendly Avenue Suite 400, Greensboro, NC 27410 and at 111 Millport Circle, Greenville, SC 29607 (collectively, the “Parties”), as of February 17, 2026 (the “Effective Date”).

Recitals

1. Administrative Services for Flexible Spending Accounts, Related Plans, and COBRA:

WHEREAS, the Employer has established the following employee benefit plan(s) and/or desires certain administrative services relating to its employee benefit plan(s) (identified with an X and described in one or more identified “A” Appendices to this Agreement):

_____ *Flexible Spending Accounts (“FSAs”)*: accounts for reimbursement of certain medical benefits (“Health FSA”) and/or child care benefits (“Dependent Care FSA”) that may be funded with employee or employer contributions. If FSA services are selected, **Appendix A-1**, which describes additional FSA services and associated fees, is incorporated into this Agreement. Also, unless the Employer is a church or a governmental employer, the Employee Retirement Income Security Act of 1974 (“ERISA”) Appendix, **Appendix A-8**, is incorporated into this Agreement solely with respect to certain Health FSA services.

_____ *Health Reimbursement Arrangements (“HRAs”)*: accounts for reimbursement of certain medical expenses that are funded with employer contributions. If HRA services are selected, **Appendix A-2**, which describes additional HRA services and associated fees, is incorporated into this Agreement. Also, unless the Employer is a church or a governmental employer, the ERISA Appendix, **Appendix A-8**, is incorporated into this Agreement with respect to certain HRA services.

_____ *Health Savings Accounts (“HSAs”)*: individual employee-owned accounts to pay for certain medical expenses that may be contributed to by employees, or by employers where the employee is covered by a high-deductible health plan (“HDHP”). HSAs under this Agreement are not covered by ERISA. If HSA services are selected, **Appendix A-3**, which describes additional HSA services and associated fees, is incorporated into this Agreement.

_____ *Transportation Spending Accounts (“TSAs”)*: accounts intended to provide transit passes and/or qualified parking to employees of the Employer. TSAs are not covered by ERISA. If TSA services are selected, **Appendix A-4**, which describes additional TSA services and associated fees, is incorporated into this Agreement.

_____ *Coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”)*: pursuant to COBRA, if Employer provides certain health care benefits to its employees (and their dependents, as applicable), under a Plan, or Plans, upon the end of an employee’s employment with the Employer and under certain other circumstances set forth in COBRA, such former employee (and dependents, as applicable) may have rights to extend certain health care benefits provided under the Plans. If COBRA services are selected, **Appendix A-5**, which describes additional COBRA services and associated fees, is incorporated into this Agreement. Also, unless the Employer is a governmental or church employer, the ERISA Appendix, **Appendix A-8**, is incorporated into this Agreement. However, note that most church plans will not provide COBRA coverage.

_____ *Health and Welfare Plan Services*: administrative and additional services provided by Marsh with respect to certain health and welfare plans. If Health and Welfare Plan Services are selected, **Appendix A-6**, which describes additional Health and Welfare Plan Services and associated fees, is incorporated into this Agreement. Also, unless the Employer is a church or a governmental employer, the ERISA Appendix, **Appendix A-8**, is incorporated into this Agreement with respect to certain Health and Welfare Plan Services.

_____ *Health and Welfare Actuarial and Compliance Consulting Services*: a scope of services set forth in **Appendix A-7**, which is incorporated into this Agreement.

2. Actuarial and Consulting Services for Retirement and Related Plans:

WHEREAS, the Employer has retained Marsh to provide the following services supporting retirement or post-employment benefit programs (identified with an X and described in one or more identified “B” Appendices to this Agreement).

_____ *Government Retirement Plan Services*: a scope of services set forth in **Appendix B-1**, which is incorporated into this Agreement. Article 1, Article 2, and Article 3 from **Appendix B-6** are incorporated into the **Appendix B-1**.

X _____ *Governmental Plans with Other Post-Retirement Benefits Other than Pensions*: a scope of services set forth in **Appendix B-2**, which is incorporated into this Agreement. Article 1, Article 2, and Article 3 from **Appendix B-6** are incorporated into the **Appendix B-2**.

_____ *Other Post-Retirement Benefits Other than Pensions*: a scope of services set forth in **Appendix B-3**, which is incorporated into this Agreement. Article 1, Article 2, and Article 3 from **Appendix B-6** are incorporated into the **Appendix B-3**. Also, unless the Employer is a church or a governmental employer, Article 4 from **Appendix B-6**, is incorporated into the **Appendix B-3**.

_____ *Supplemental Executive Retirement Plans and Other Similar Agreements*: a scope of services set forth in **Appendix B-4**, which is incorporated into this Agreement. Article 1, Article 2, Article 3, and Article 5 from **Appendix B-6** are incorporated into the **Appendix B-4**. Also, unless the Employer is a church or a governmental employer, Article 4 from **Appendix B-6**, is incorporated into the **Appendix B-4**.

Tax Qualified Retirement Plan Services: a scope of services set forth in **Appendix B-5**, which is incorporated into this Agreement. Article 1, Article 2, Article 3, Article 5, and Article 6 from **Appendix B-6** are incorporated into the **Appendix B-5**. Also, unless the Employer is a church or a governmental employer, Article 4 from **Appendix B-6**, is incorporated into the **Appendix B-5**.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and such other consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows.

Article 1. Definitions

- 1.1. “Affiliate” means a business entity that controls (i.e., parent), is controlled by (i.e., subsidiary), or under common control with (i.e., sister company) a Party to this Agreement.
- 1.2. “Applicable Law” means all applicable federal, state, and local laws, rules, regulations, codes, constitutions, treaties, orders, or decisions of any governmental authority, as may be amended.
- 1.3. “Business Day” means any day in which Marsh is operating under normal business conditions.
- 1.4. “Employee” means an employee of the Employer.
- 1.5. “Nonpublic Personal Information (‘NPI’)” means personally identifiable financial information about Plan participants and includes, without limitation, any list, description, or other grouping of Plan participants (and publicly available information pertaining to them) that is derived using any nonpublic personal information.
- 1.6. “Personal Information” means NPI and PHI, collectively.
- 1.7. “Plan(s)” means all employee benefit plans, for which Marsh is providing administrative services under this ASA and all retirement and related plans for which Marsh is providing actuarial, administrative and consulting services under this ASA.
- 1.8. “Protected Health Information (‘PHI’)” means information related to the past, present or future physical or mental health or condition of a Plan participant, the provision of healthcare to a Plan participant, or the past, present or future payment for the provision of healthcare to a Plan participant and that identifies the Plan participant or with respect to which there is a reasonable basis to believe the information can be used to identify the Plan participant.
- 1.9. “Summary Plan Description (‘SPD’)” is a document summarizing the Plan(s), as the term is defined in, and which terms and manner are regulated by, the Employee Retirement Income Security Act of 1974 (“ERISA”).

Article 2. Services of Marsh and Relationship Between the Parties

2.1. Marsh Services.

Marsh shall directly, or indirectly through subcontractors, perform those services set forth in this Agreement and in any applicable Appendix selected by the Employer, above.

2.2. Relationship Between the Parties.

2.2.1. The relationship between Marsh and the Employer/Plan(s) under this Agreement shall be that of independent entities contracting with each other solely for the purpose of carrying out the purposes of this Agreement (each Party being solely an independent contractor of the other). Neither of the Parties, nor any of their employees or agents, shall be construed to be the employee, partner, or joint venturer of the other Party; nor shall this Agreement create any relationship of principal and agent, or of franchiser and franchisee, between the Parties.

2.2.2. It is expressly understood and agreed that neither Party hereto has, nor shall have, authority to make any representation, warranty, or binding commitment on behalf of the other Party. Neither Party shall be responsible for, nor incur any liability with respect to, the debts or the acts, or the failure to act, of the other Party.

2.2.3. Except for any functions where Marsh has specifically acknowledged fiduciary responsibility in an Appendix, Marsh shall not be a fiduciary under Applicable Law with respect to: the Employer, any of the Employer's employees, or any Plan participant or beneficiary. Employer is responsible for administering the Plan(s) in all respects with the assistance of Marsh for the specific tasks set forth in this Agreement or in any applicable Appendix.

2.2.4. The Employer delegates to Marsh the administration and processing of claims, if any, as stated in any applicable Appendix. Marsh will review and administer claims for payment or denial. Subject to the final authority of the Employer, Marsh shall have discretionary authority to determine the validity of the claims and charges submitted for reimbursement under the Plan(s). Provided, however, that if an appeal/request for review is filed by a participant or beneficiary on any denied claim, Employer will decide any such appeal/request for review.

Article 3. Duties and Liabilities of the Employer

3.1. Administrative Charges for Services.

3.1.1. The Employer agrees to pay Marsh the fees set forth in any applicable Appendix.

3.1.2. Fees may be modified in accordance with: (a) an applicable Appendix or (b) Sections 3.3 and 3.6 of this Agreement.

3.2. Plan or Employer Changes.

The Employer shall notify Marsh immediately if there are any organizational changes to the legal form, structure, or ownership of the Employer or Affiliates, or changes to the applicable Plan.

3.3. Change in Census Data.

If Employer census data fluctuations of plus or minus twenty percent (+/- 20%) occur after the Effective Date of this Agreement, Marsh may modify the fees specified in any applicable Appendix. If the Parties are unable to reach agreement on the modified fees or services provided under this Agreement, the Parties may decide either to (a) continue the Agreement under its original/prior terms or (b) mutually terminate this Agreement.

3.4. Liability for Benefits.

The Employer has ultimate and sole liability for the payment of claims under the Plan(s) and all expenses incident thereto. In no event shall Marsh be liable for the payment of any claims or expenses under the Plan(s) from its own funds.

3.5. Disclosure to Participants.

The Employer acknowledges that it is the Employer's responsibility, and not Marsh's, to provide any of the Plan(s)' participants with any required disclosure of any of the Plan(s)' terms including an SPD, if any, a Plan document, or any other required disclosure of the Plan(s)' terms.

3.6. Plan Documents.

The Employer has final authority over the Plan design and is solely responsible for determining the legal and tax status of any Plan document or SPD, as required by Applicable Law. The Employer will consult with its own legal counsel to determine the legal sufficiency and validity of the Plan document and SPD.

The Employer shall provide Marsh with copies of the Plan document, each amendment to the Plan document, the trust agreement (if any), and the SPD. Plan updates, modifications, or amendments shall be communicated in writing by the Employer to Marsh within ten (10) calendar days following the adoption of such change. If any such change materially increases Marsh's obligations and duties under this Agreement, Marsh may adjust its fees by notifying the Employer in writing.

3.6.1. Retirement Plan Documents.

- a. Marsh Sponsored Documents. If the Employer uses the Volume Submitter Plan documents sponsored by Marsh, the Employer shall not add to, delete, or modify their form or content, except as approved in writing by Marsh. As the sponsor of the Volume Submitter Plan documents, Marsh shall be responsible for updating and amending the documents to retain Internal Revenue Service ("IRS") approval. The Employer is responsible for selections made in the Volume Submitter document (if applicable). Based on the Employer's selections in the Volume Submitter document, Marsh will provide an SPD. Employer shall provide signed copies of the Plan documents to Marsh, after execution, and this shall be done without any request from Marsh being necessary.
- b. Non-Marsh Sponsored Documents. If the Employer does not use the Plan documents sponsored by Marsh, the Employer is responsible for updating and amending the Plan

documents, and is further responsible for filing with the IRS to obtain an individual determination letter for its Plan if the Employer decides to apply for such individual determination letter.

3.6.2. Welfare Plan Documents.

- a. Marsh Sponsored Documents. If the Employer uses the Plan documents prepared by Marsh for services provided pursuant to Appendix A-1, Appendix A-2, Appendix A-4, and Appendix A-6, the Employer shall not add to, delete, or modify their form or content, except as approved in writing by Marsh. Marsh will notify the Employer of any change in ERISA or the Code that may require an amendment to the Plan document(s) and/or summary of material modifications (“SMM”) to the SPD and Marsh will update and amend Plan documents and SPDs. If the Employer desires to make discretionary Plan design changes, the Employer must notify Marsh in a timely manner and Marsh will draft the Plan amendment and SMM.

Marsh uses templated solutions containing a number of options for Plan design. However, if the changes requested by the Employer do not fit into the templated solution, there may be an extra fee for document preparation and consulting to be determined by the Parties.

If the Employer modifies the Plan documents without written permission by Marsh, as required in this Section 3.6.2, Marsh will have no further obligation for ongoing compliance maintenance.

- b. Non-Marsh Sponsored Documents. If the Employer does not use the Plan documents prepared by Marsh, the Employer is responsible for updating and amending the Plan documents to maintain the validity of the Plan(s) under Applicable Law.

3.6.3. Final Arbiter.

The Employer shall be the final arbiter as to the interpretation of the Plan(s) and as to the payment of benefits. Marsh shall consult with the Employer in the event of any questions regarding interpretation of the Plan. If the Employer desires to notify Marsh of a particular interpretation or to give special instructions, the Employer shall notify Marsh in writing of such interpretation or instructions.

3.7. Medical Records.

Employer shall (a) notify each Plan participant and provide each with an opportunity to opt out of (if required), or (b) obtain from each Plan participant such written authorization for (if required), the release of any Personal Information, in accordance with Applicable Law (including, without limitation, the Health Insurance Portability and Accountability Act (“HIPAA”) and the Gramm-Leach-Bliley Act (“GLBA”)), to permit Employer and Marsh to perform their respective obligations under this Agreement.

3.8. Required Data.

The Employer will provide Marsh, on a timely basis, with accurate and complete data in the format acceptable to Marsh. In the course of administering the Plan(s), various communications and transmissions of data between the Employer and Marsh may occur by electronic means. Marsh is authorized and instructed to act on such communications and transmissions without further inquiry into their source or validity.

3.9. Custody of Forms.

The Employer will be responsible for the collection and physical custody of all forms, including but not limited to, Participant and beneficiary designation forms, forms relating to Section 125 plans, any applicable annuity waiver forms, benefit election forms, tax withholding forms, death certificates, and other relevant documents.

Article 4. Indemnification & Limitation of Liability

4.1. Indemnification.

Each Party ("Indemnifying Party") will defend, indemnify, and hold harmless the other Party and their respective Affiliates, directors, officers, employees, agents, attorneys, representatives, successors, and assigns ("Indemnitees") from, and against, any and all third party claims, demands, or notices (direct or indirect) in whatever form and regardless of whether a claim lacks merit, asserted against any Indemnitee with respect to actual or alleged liabilities, damages, losses, claims, demands, assessments, actions, causes of action, and costs (including reasonable attorneys' fees and expenses), arising out of, or resulting from, any of the following:

4.1.1. Any damage to or loss of property caused by the Indemnifying Party in the performance of the Indemnifying Party's obligations under this Agreement; and

4.1.2. In the case of Employer, in the event of any of the following: (a) incorrect or incomplete data or instructions to Marsh, (b) failure to notify Marsh of Plan terms and changes, and (c) Employer's breach of Plan fiduciary or other duties to employees/participants or beneficiaries under Applicable Law (collectively "Claims").

4.1.3. 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.

4.2. Indemnification Procedures.

If a third party makes a Claim subject to indemnification hereunder and the Indemnitee intends to seek indemnification from the Indemnifying Party, the Indemnitee shall give notice of the Claim to the Indemnifying Party, including a brief description of the Claim, if known; provided, however, that failure to provide such notice shall not relieve the Indemnifying Party of its obligations under this Agreement except to the extent prejudiced by such failure. Upon giving such notice, the Indemnifying Party is obligated to defend the Indemnitee against such Claim and is entitled to assume control of the defense of the Claim with counsel chosen by the Indemnifying Party. At the

Indemnifying Party's request and expense, the Indemnitee shall, to a commercially reasonable extent, cooperate fully with and assist the Indemnifying Party in its defense against such Claim in all reasonable respects. Notwithstanding the foregoing, the Indemnitee shall have the right, at its own expense, to employ separate counsel in any such action, but the role of such counsel shall only be supportive of the Indemnifying Party's counsel. Neither the Indemnifying Party nor any Indemnitee shall be liable for any settlement of any Claim effected without its consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, the Indemnitee shall retain, assume, or reassume sole control over all expenses relating to every aspect of the defense of a Claim that it believes is not the subject of indemnification hereunder.

4.3. Limitation of Liability.

4.3.1. For the services provided under this Agreement, Marsh will be liable for errors or omissions only if such errors or omissions result from intentional malfeasance, gross negligence or fraud on the part of Marsh. In no event shall Marsh be liable if such errors or omissions occur due to any inaccurate or incomplete data received by Marsh, failures in data transmission or computer software (including data transmitted to Marsh in a format that is unacceptable to Marsh), or a force majeure beyond the control of Marsh.

4.3.2. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SERVICES ELECTED UNDER THE RECITALS AND PROVIDED HEREUNDER) BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (A) LOST REVENUES; (B) LOST PROFITS; (C) LOSS OF BUSINESS; (D) TRADING LOSSES; OR (E) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM EMPLOYER'S USE OF THE SERVICES PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. IN ANY EVENT, THE LIABILITY OF ONE PARTY TO THE OTHER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF FEES PAID TO Marsh DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM AND THEN ONLY TO THE EXTENT THE FEES RELATE TO THE SERVICES OR WORK PRODUCT CONTAINING ANY ALLEGED ERRORS OR OMISSIONS.

4.4. Disclaimer.

THE SERVICES ELECTED IN THE RECITALS ARE PROVIDED HEREUNDER "AS IS," AND ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS OR CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE (INCLUDING IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT)

ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT.

Article 5. Term & Termination

5.1. Term.

5.1.1. With respect to Administrative Services for FSAs, HRAs, HSAs, TSAs, Health and Welfare Plan Services and Health and Welfare Actuarial and Compliance Consulting Services, and COBRA, **Appendices A-1, A-2, A-3, A-4, A-5, A-6, and A-7**, unless separately addressed in an applicable Appendix, the term of this Agreement commences on the Effective Date and continues for a period of two (2) years thereafter (“Initial Term”). Following the Initial Term, the Agreement will renew for subsequent two (2) year periods (each a “Renewal Term”) upon written agreement between the parties, unless earlier terminated in accordance with the terms of this Agreement.

5.1.2. With respect to Actuarial and Consulting Services for Retirement and Related Plans, **Appendices B-1, B-2, B-3, B-4, B-5, and B-6** unless separately addressed in an applicable Appendix, the term of this Agreement commences on the Effective Date and remains in effect until terminated by the Employer or Marsh. Either party may terminate this Agreement with respect to Actuarial and Consulting Services for Retirement and Related Plans by providing the other Party with at least thirty (30) days’ prior written notice of its intent to terminate this Agreement, unless earlier terminated in accordance with the terms of this Agreement.

5.2. Termination.

5.2.1. Either Party may terminate this Agreement immediately, without advance notice, for the following acts of or by the other Party: gross negligence, willful misconduct, or a breach of the confidentiality obligations set forth herein.

5.2.2. Either Party may terminate this Agreement if the other Party breaches, or is otherwise in default of, any material obligation under this Agreement if the default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of default from the non-defaulting Party or within any additional cure period as the non-defaulting Party may authorize in writing.

5.2.3. Either Party may terminate this Agreement immediately upon notice to the other Party if the other Party: (a) becomes insolvent, (b) makes a general assignment for the benefit of creditors, (c) suffers or permits the appointment of a receiver for its business or assets, (d) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, (e) ceases doing business in the ordinary course, (f) has wound up, dissolved or liquidated, voluntarily or otherwise, and/or (g) makes an assignment or delegation in violation of this Agreement. Employer acknowledges and agrees that its right to terminate this Agreement pursuant to this Section 5.2 is strictly subject to Marsh’s regulatory compliance obligations with respect to ensuring continuity of service and safety/soundness as determined by Marsh’s legal counsel in Marsh’s discretion.

5.3. Effect of Termination.

Any unsatisfied payment obligations remaining at the time of termination or expiration of this agreement will survive the termination or expiration of this Agreement. The Parties will cooperate

with and assist each other in any necessary and appropriate notification of participants, beneficiaries, regulators, and other interested parties in the event of a termination or expiration. The Parties will cooperate with and assist each other in the transfer of administrative data and documentation in the other's possession that may be necessary relating to the continued servicing of the Plan(s). Marsh reserves the right to charge for the time and costs incurred in the preparation and transmission of such records to Employer. Invoices are issued as work progresses, customarily on a monthly basis, with payment due upon receipt. Any amount past due by more than thirty (30) days may have interest added at the rate of 1.5% per month. Amounts past due by more than ninety (90) days may result in interruption of service. Upon termination of services or engagement of additional service providers, any past due amounts must be resolved in order to provide information to, or consulting with or in relation to, new or additional providers. Upon the provision of such records to Employer, Employer agrees to assume all record keeping obligations pertaining to such records that may arise under Applicable Law.

Article 6. Confidentiality

6.1. Confidential Information.

“Confidential Information” includes, but is not limited to, the following information relating to or provided by a Party, its Affiliates, employees or contractors (“Disclosing Party”) to the other Party, its Affiliates, employees or contractors (“Receiving Party”), whether such information is written or oral, electronic or in other form, including, but not limited to: trade secrets, know-how, ideas, customer surveys, customer lists, questionnaires, research, products and product plans, services, software developments, inventions, methodologies, designs, drawings, diagrams, flowcharts, financial information, manuals, business strategies, processes and policies, technical descriptions and information, markets, and/or marketing plans. Confidential Information also includes any reports or documents that include, summarize, are based on, or refer to Confidential Information and all derivative works of any Confidential Information. Confidential Information includes all Personal Information. Confidential Information also includes information contained in this Agreement or any Appendix.

6.2. Ownership.

All Confidential Information shall remain the property of the Disclosing Party.

6.3. Handling of Confidential Information.

6.3.1. Each Party agrees to (a) treat as confidential all Confidential Information of the Disclosing Party furnished to the Receiving Party pursuant to this Agreement in accordance with the provisions of this Article 6, and to take, or abstain from taking, other actions set forth herein, and (b) implement or maintain reasonable security measures to maintain the confidentiality of the Confidential Information.

6.3.2. Confidential Information will be used solely for the purpose of fulfilling the Receiving Party's obligations hereunder, and will be kept confidential by the Receiving Party, its Affiliates, and their respective officers, directors, members, employees, representatives, contractors, consultants, agents, and advisors, provided, however, that: (a) any of such Confidential Information may be disclosed to officers, directors, members, employees, Affiliates,

representatives, contractors, consultants, agents, and advisors of the Receiving Party who need to know such Confidential Information for the purpose of fulfilling each Party's obligations hereunder and who are under obligations of confidentiality no less stringent than those contained herein, (b) the Receiving Party may disclose any Confidential Information to which the Disclosing Party previously and expressly consents in writing, and (c) either Party may disclose that portion of the Confidential Information to the extent and in the manner required to satisfy its obligations under Applicable Law.

6.4. Notice.

A Party intending to make any disclosure under Section 6.3.2(c) shall provide to the other Party reasonable advance notice of such requirement, if possible, and reasonable opportunity to seek a court order or other relief preventing such disclosure.

6.5. Return of Confidential Information.

Upon termination or expiration of this Agreement and request of the Disclosing Party, each Party will return to the other Party all materials containing or reflecting the Confidential Information and will not retain any copies, extracts, or other reproductions thereof unless otherwise specified in this Agreement.

6.6. Limitations.

These restrictions shall not apply to any part of the Confidential Information which (a) was at the time of disclosure or thereafter becomes generally available to the public other than as a result of a breach of the Receiving Party's obligations hereunder; (b) was at the time of disclosure, as shown by the Receiving Party's records, already in the Receiving Party's possession on a lawful basis; (c) is lawfully acquired by the Receiving Party after the time of the disclosure through a third party under no obligation of confidence to the Disclosing Party; or (d) was independently developed by the Receiving Party without use or reliance on the Confidential Information by the Receiving Party.

6.7. Public Records. PUBLIC RECORDS. Marsh shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Marsh 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 Marsh does not transfer the records to the public agency. If Client receives a request for information that includes Marsh's Confidential Information, Client will provide prompt notice to Marsh to allow Marsh to assert any applicable exceptions to disclosure to the extent permitted by law.

- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Marsh or keep and maintain public records required by the public agency to perform the service. If Marsh transfers all public records to the public agency upon completion of the contract, Marsh shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Marsh keeps and maintains public records upon completion of the contract, Marsh 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 MARSH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MARSH'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.

7.1. GLBA.

Article 7. Privacy (GLBA & HIPAA) & Business Associate Agreement

Each Party agrees to comply with applicable privacy provisions of GLBA and the rules promulgated thereunder and as may be amended or superseded from time to time.

7.2. Non-Disclosure of Personal Information.

Neither party shall disclose any Personal Information pertaining to, or related to, any Employee unless it shall have received the Employee's consent to the release of such information, or as required or permitted by law.

7.3. Business Associate Agreement.

With respect to HIPAA and any service where PHI is used or transmitted, the parties will execute a Business Associate Agreement ("BAA"), contemporaneously with the execution of this Agreement, with said BAA being incorporated herein by reference. Furthermore, Parties warrant that:

- a. The Plan shall be a Party to the BAA; and
- b. The Employer, through the authority of the undersigned, can bind the Plan as a Party to the BAA.

7.4. Breach of Personal Information.

In the event any Party becomes aware of a breach of Personal Information, written notice shall be sent to the other Party within thirty (30) days of discovering such breach (even if at the time the notifying Party does not have all the details concerning the breach). The notice shall contain the information required by any Applicable Law and any other additional and relevant information

reasonably requested by the other Party. Breach of PHI is governed by the BAA entered into between the Parties.

7.5. Return of Personal Information.

When Personal Information is no longer required in connection with performance of services or any other obligation under this Agreement, or upon termination of the Agreement, the applicable Party shall destroy or return all Personal Information as promptly as reasonably possible, and shall retain no copies thereof, except that any Party may retain such records, including Personal Information, as required by Applicable Law or by the Party's own record retention policies or standards.

Article 8. Proprietary Rights

8.1. Marsh Property.

8.1.1. Employer agrees that, as between Employer and Marsh, Marsh and its Affiliates and/or their respective licensors own exclusively, and throughout the world, all right, title, and interest in and to all new technology, tools, deliverables, interfaces, content, and applications used, provided, or developed by Marsh, in all cases including, without limitation, data, source codes, object codes, HTML or XML code, operating instructions, interfaces, and documentation, program images and text viewable on the internet developed for or relating thereto, together with all modifications, revisions, changes, copies, partial copies, translations, compilations, partial copies with modifications, and derivative works thereto (collectively, the "Marsh Property").

8.1.2. All Marsh Property shall constitute the Confidential Information of Marsh.

8.2. Works Made for Hire.

All Marsh Property is deemed to be "works made for hire" and made in the course of services rendered and will belong exclusively to Marsh, with Marsh having the right to obtain, and to hold in its name, patents, copyright registrations, or trademark or service mark registrations, or such other protections as may be appropriate to the subject matter, and any extensions and renewals thereof. To the extent that exclusive title and/or ownership rights may not originally vest in Marsh as contemplated hereunder (e.g., may not be deemed works made for hire) in any Marsh Property, Employer hereby agrees to promptly and irrevocably assign, transfer, and convey to Marsh all right, title, and interest therein. Employer and its personnel shall give Marsh, and/or any Marsh's designee, all reasonable assistance and execute all documents necessary to assist and/or enable Marsh to perfect, preserve, register, and/or record its rights in such Marsh Property.

8.3. Irreparable Injury.

Employer acknowledges that the breach or threatened breach of any or all of this Article 8 or the wrongful use of Marsh Property, may cause Marsh irreparable injury for which monetary damages may not make Marsh whole. Accordingly, in addition to all other available remedies, the Employer agrees that Marsh shall be entitled to seek equitable or injunctive relief in the event of an actual, threatened, or attempted breach by Employer of any such provision.

Article 9. Miscellaneous

9.1. Maintenance of Records.

Marsh will maintain all relevant records related to the services provided hereunder in accordance with reasonable standards of record keeping and Applicable Law.

9.2. Electronic Transmission of Data.

In the course of administering the Plan, various communications and transmissions of data between the Employer and Marsh may occur by electronic means. The Employer authorizes and instructs Marsh to act on such communications and transmissions, without further inquiry into their source or validity. Marsh will use commercially reasonable efforts to maintain and operate the systems carrying such communications. Neither party will be responsible for interruptions in such communications caused by circumstances outside of its reasonable control.

9.3. Audit Rights.

The accounts and records of each Party pertaining to the services covered by this Agreement shall be subject to audit and inspection by the other Party or its authorized representative at all reasonable times, upon thirty (30) days' advance written notice, including any time within ninety (90) days after termination or expiration of this Agreement. Such audit shall be at the sole expense of the Employer. Such audit shall not, however, without the agreement of both Parties, exceed one (1) per calendar year unless otherwise required by Applicable Law.

9.4. Assignment.

This Agreement will be binding on the Parties and their successors and permitted assigns. Neither Party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the other Party's written consent, except that Marsh may assign this Agreement without the Employer's consent (a) upon thirty (30) days' prior written notice to Employer, or (b) in the event of an insolvency of any parent company (or companies) of Marsh or any merger or acquisition resulting in a successor-in-interest to Marsh or its Affiliates, without notice to Employer. A permitted assignment shall not release the assigning Party from its obligations under this Agreement arising prior to the date of assignment. Any attempted assignment or delegation of any rights, duties, or obligations in violation of this section will be invalid and without effect.

9.5. Force Majeure.

To the extent permitted by Applicable Law, if any Party should fail in whole or in part to fulfill its obligations under this Agreement as a consequence of acts of God, fire, explosion, strikes, floods, earthquakes, embargoes, war, acts of terrorism or riot, such failure to perform shall not be considered a breach of this Agreement during the period of such disability and for a reasonable time thereafter, except that Employer is at all times responsible for its payment obligations to Marsh hereunder. In the event of any force majeure occurrence, the disabled Party shall use its best efforts to meet its obligations as set forth in this Agreement. The disabled Party shall promptly and in writing advise the other Party if it is unable to perform due to a force majeure event, of the expected duration of such inability to perform, and of any developments (or changes therein) that appear likely to affect the ability of that Party to perform any of its obligations hereunder in whole or in part.

9.6. Third-Party Beneficiaries.

The Parties to this Agreement do not intend to make any other party a “third-party beneficiary” of this Agreement. Only the Parties to this Agreement have rights to enforce this Agreement or to prevent it from being modified or terminated.

9.7. Notices.

Any notice, request, agreement, consent, demand, or other communication required or permitted to be given by this Agreement must be in writing and must be: (a) personally delivered (which shall be deemed to have been received on the day it is personally delivered), (b) sent by e-mail, or other direct written electronic means with confirmed receipt (for which notice shall be deemed to have been received on the date on which it was confirmed received by the recipient thereof), or (c) sent by registered or certified mail, or via a commercially recognized overnight courier service (for which notice shall be deemed to have been received on the third (3rd) Business Day following the date on which it is mailed or on the first (1st) Business Day following dispatch to an overnight courier) to the Parties at the addresses set forth on the last page of this Agreement.

9.8. Severability.

If any term or provision of this Agreement is held invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be impaired or affected, and each other term and provision will continue in full force and effect and will be valid and enforceable to the fullest extent permitted by Applicable Law.

9.9. Survival.

The following Sections of the Agreement shall survive termination or expiration of any term as well as any provisions that by their nature are intended to survive beyond termination: Article 4, Section 5.3, Article 6, Article 7, Article 8, and Article 9, except for Sections 9.3, 9.4, 9.10.

9.10. Amendment and Waiver.

No amendment or modification to this Agreement will be effective unless in writing and signed by duly authorized representatives of both Parties. No term or provision of this Agreement will be deemed waived and no breach excused unless the waiver is in writing and signed by an authorized representative of the Party claimed to have waived the condition or excused the breach. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision of this Agreement.

9.11. Dispute Resolution.

The Parties will cooperate at all times in good faith. In the event of any dispute which cannot be readily resolved within thirty (30) days, Employer will escalate the matter to its senior management and Marsh to its senior management, who will meet in person or by telephone within fifteen (15) Business Days of receipt of notice of the dispute, to attempt to resolve the open issues. Except where clearly prevented by the area in dispute, both Parties shall continue performing their obligations under this Agreement while the dispute is being resolved and until either the dispute is resolved or this Agreement is terminated as provided herein. Neither Party shall initiate litigation related to a dispute unless and until the Parties have complied with, or waived, this dispute

resolution procedure.

9.12. Entire Agreement.

This Agreement (including any Appendices, any schedules, any exhibits, and any BAA, hereto) constitutes the entire agreement between the Parties pertaining to the subject matter contained in this Agreement and supersedes all prior and contemporaneous agreements and understandings of the Parties with respect to the matters addressed in this Agreement. Any terms and conditions varying from this Agreement on any order, invoice, or other notification from either Party, are not binding on the other unless specifically accepted in writing by the other. All rights, remedies and warranties set forth in this Agreement are cumulative of, and in addition to, any other rights, remedies and warranties set forth in this Agreement, or at law, in equity, or otherwise. Each Party to this Agreement has reviewed and had an opportunity to revise this Agreement. The Parties agree that the normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting Party, will not be employed in the interpretation of this Agreement.

9.13. Governing Law.

9.13.1. This Agreement, and all claims or controversies arising hereunder, will be governed by and construed in accordance with the substantive laws of the State of Florida, excluding that State's choice-of-law principles.

9.13.2. The Parties consent to venue in the State of Florida and to the non-exclusive jurisdiction of the United States District Court for the Middle District of Florida, for all litigation which may be brought regarding the terms of, and the transactions and relationships contemplated by, this Agreement.

9.14. Counterparts.

This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will constitute the same Agreement. Any copy of this Agreement made by reliable means (e.g., photocopy or facsimile) is considered an original. This Agreement (including any Appendices, any schedules, any exhibits, and any BAA, hereto) which by its terms requires signature by each of the Parties thereto, may be signed by a Party by applying a digital signature of an authorized representative of the Party, and in such case, the digital signature will have the same force and effect as if such authorized representative had applied his or her ink signature to the Agreement or any such attachment. A Party objecting to the use of a digital signature as a means of execution may, at the time of execution, request that the Parties sign by ink signature. Failure to object at the time of execution constitutes the Party's agreement to the use of digital signatures.

9.15. Inconsistency in Language.

If there is any inconsistency between language in this Agreement and language in any Appendix, or schedule, the language in the Appendix or schedule will control.

9.16. Expiration.

If the Employer does not execute the Agreement within forty-five (45) days of receipt of the Agreement, this Agreement and the relevant Appendices are void unless the parties agree otherwise.

Article 10. Execution/Signatures

By signing below, each Party hereby agrees to the terms and conditions of this Agreement.

City of Ocala	Marsh & McLennan Agency, LLC
Signed by: By: <u>Janice Mitchell</u> 55198B43858A4E1...	Signed by: By: <u>Myiah Gauntlett</u> 1B32F518468F4EA...
Date: <u>7/15/2026</u>	Date: <u>February 17, 2026</u>
Name: Janice Mitchell	Name: Myiah L. Gauntlett, ASA, MAAA, EA
Title: Chief Financial Officer	Title: Vice President / Consulting Actuary
Address for notices: 110 SE Watula Avenue Ocala, FL, 34471 notices@ocalafl.gov	Address for notices: 3318 West Friendly Avenue, Suite 400 Greensboro, NC 27410
With a copy to:	With a copy to:
Approved as to form and legality: Signed by: <u>William E. Sexton, Esq.</u> 4A55AB8A8ED04F3... William E. Sexton, Esq. City Attorney cityattorney@ocalafl.gov	

**APPENDIX B-2 (GOVERNMENTAL PLANS WITH
OTHER POST-RETIREMENT BENEFITS OTHER THAN PENSIONS)
TO THE ASA**

This Appendix B-2 to the Administrative, Actuarial, Consulting, and Retirement Services Agreement (“ASA”) is entered into by and between City of Ocala (the “Employer”) and Marsh & McLennan Agency, LLC (“Marsh”), (collectively, the “Parties”). All defined terms in the ASA are applicable to this Appendix B-2.

Article 1. Scope of Engagement

The following plan is subject to this Appendix B-2 (the “Plan”):

Plan Name: **City of Ocala OPEB Plan**

Marsh agrees to provide the services listed below for the identified Plan and Employer, at the fee estimates shown. Successful operation of a retirement or post-employment benefit program involves many areas of expertise, including trust services, financial planning, investment advice, tax advice, legal services, and more. The Employer in its role as fiduciary, Plan Sponsor, and Plan Administrator, should engage professionals in the various areas of expertise to supply services to the Plan or to the Employer on behalf of the Plan. All information in this Appendix is proprietary and confidential.

Article 2. Engagement of Services Commencement

The engagement for services listed below begins with respect to the 2026 fiscal year-end. Pending further discussion with the Employer to confirm, the next GASB accounting valuation will be performed for the 2026 fiscal year-end. A simplified “roll-forward” will be used in the intervening years where we are not collecting updated census data.

Article 3. Services Provided

Services provided by Marsh are limited to various actuarial and administrative services, and with respect to this appendix specifically, to those items listed below:

Service	Description	Estimated Fee
Annual GASB 75 Accounting Valuation and Disclosure	Annual expense and year-end disclosure items for fiscal year end related to the cited valuation(s).	Roll forward 2026: \$4,800 New data 2027: \$8,000 Roll forward 2028: \$4,900 New data 2029: \$8,100 Roll forward 2030: \$5,000 New data 2031: \$8,200
Total	above fees are guaranteed until 2031, with a 2% per annum increase after 2031, if renewed	2026 to 2031 \$39,000

Service	Description	Estimated Fee
Additional Needs and Other Consulting	Fees vary based on need; includes review and change of assumptions, responding to auditor requests, projections and other studies.	hourly rates

Schedule B-2, attached hereto, lists additional Out-of-Scope services that the Employer and Marsh have agreed to.

Article 4. Fees

The Employer and Marsh agree to the following regarding fees in relation to this engagement.

4.1. Fees Are Estimates.

Unless otherwise indicated, the fee amounts shown above are estimates, based on hourly billing rates and anticipated time required to complete various tasks, relying on our professional experience with similar plans in similar situations. Therefore, actual amounts billed can vary from the estimates, and may be higher or lower than the estimates shown. In addition, items not included in the scope of regular valuation services above will be billed on an hourly basis in addition to the services listed. These items may include, but are not limited to:

a. Revisions to work products caused by errors or omissions in information submitted to Marsh.

Data or assets having errors, omissions, or formatting problems beyond reasonable tolerances, which require additional screening, research, clean-up, or reconciliation, either with respect to on-going work or to initial set-up.

Plan provisions that are not uniform, or that are not clearly defined or documented, that require additional consulting or information retrieval.

Apportioning results among employees, divisions, or departments

Additional time related to changes in assumptions, methods, Plan provisions, or applicable regulations.

Additional time related to situations, events, or information unknown to Marsh at the time of estimating fees, either with respect to ongoing work or to initial set-up.

4.2. Fees Must be Paid.

Invoices are issues as work progresses, customarily on a monthly basis, with payment due upon receipt. Any payment past due by more than thirty (30) days may have interest added at the rate of 1.5% per month. Amounts past due by more than ninety (90) days may result in interruption of service. Upon termination of services or engagement of additional service providers, any past due

amounts must be resolved in order to provide information to, or consulting with or in relation to, new or additional providers.

4.3. Fee Structure.

Unless otherwise indicated to the contrary, all services listed in this Appendix are billed based on time and expense incurred, at the hourly rates below.

Level	Hourly Billing Rate Range
Senior Consultant/Actuary	\$425-\$675
Consultant/Actuary	\$325-\$475
Actuarial Manager/Senior Analyst	\$200-\$350
Analyst	\$125-\$225
Administrative	\$100-\$150

4.4. Out-of-Scope Services.

Marsh is a full-service actuarial consultant and administrative service provider. We offer a full range of services in addition to those for which the Employer has contracted above. These services are available at hourly rates, and we can provide fee estimates in advance for approval before beginning any out-of-scope services. Unless expressly provided under the terms of this Appendix, fees herein do not include any fees for work performed in out-of-scope services. In all cases, we work with clients to identify cost-effective alternatives, and to have the work completed at the lowest feasible billing rate. Typical out-of-scope services include:

- a. Quantifying accounting expense, and other items, needed to evaluate changes to Plan provisions.

Implementation services for new or take-over plans. Consulting and advisement related to mergers, acquisitions, and divestitures.

Single-year or multi-year projections of accounting expense, disclosure information, and other measures for strategic planning and budgeting purposes.

Support to the Plan sponsor on defining Plan provisions, and designing, implementing, documenting, and communicating new provisions.

Employee group or individual meetings, and other communications, as requested.

Services related to Plan terminations or curtailments, including feasibility studies, required accounting, preparation of participant notifications and communications, and coordination with legal counsel and other service providers.

Schedule B-2: Other Out-Of-Scope Services:

The Employer and Marsh agree to the following regarding out-of-scope services at the hourly rates set forth above.

None as of the Effective Date

APPENDIX B-6 (ADDITIONAL TERMS) **TO THE ASA**

This Appendix B-6 relates to the Administrative, Actuarial, Consulting, and Retirement Services Agreement (the “ASA”) entered into by and between City of Ocala (the “Employer”) and Marsh & McLennan Agency, LLC (“Marsh”), (collectively, the “Parties”). All defined terms in the ASA are applicable to this Appendix B-6.

Recitals

WHEREAS, the Employer has entered into a contract with Marsh to perform actuarial and consulting services for retirement and related plans as identified via reference to one or more Appendices listed in Section 2 of the Recitals of the ASA (“ASA Recitals Section 2”); and

WHEREAS, ASA Recitals Section 2 specifies which Articles of this Appendix are incorporated into the various Appendices identified in ASA Recitals Section 2;

NOW, THEREFORE, the Parties hereto agree to incorporate the following Articles of this Appendix B-6 into the Appendices identified in ASA Recitals Section 2, to the extent the Articles are so identified.

Article 1. Fees and Revenue Sharing

Any fees paid other than explicitly paid by Employer or the Plan trust, if applicable, will be disclosed in advance and in writing subject to acceptance and acknowledgment by the Employer or the Plan trust.

Article 2. Actuarial Communications and Other Work Products

With respect to all actuarial communications and other work product provided by Marsh, the Employer as well as the Employer’s service providers, including but not limited to auditors and brokers, shall not add, delete, or modify their form or content in any manner whatsoever. The Plan Administrator, Plan Sponsor, or the Employer, as the case may be, will be responsible for the appropriate use of the information provided by Marsh for financial planning and reporting purposes, compliance with applicable laws and regulations, and any other appropriate use. The Plan Administrator, Plan Sponsor, or Employer, as the case may be, shall limit the use of all actuarial communications and work product to the purpose for which it was intended. The Plan Administrator, Plan Sponsor, or Employer, as the case may be, shall not disclose any actuarial communications or work product to any other individual, parties, or entities, without the express prior, written consent of Marsh. Notwithstanding the above, in the course of customary Plan operations and in accordance with common practice, actuarial communications and other work product may be provided to service providers, such as the Plan’s or the Employer’s auditor, financial advisor, legal or other representatives, as required to discharge their normal and customary duties with respect to the Plan, without the express prior, written consent from Marsh.

Article 3. Required Data

The Employer will provide Marsh, on a timely basis, with accurate and complete data in a format acceptable to Marsh, including a certification that the data is accurate and complete. Marsh is not responsible for any losses and/or expenses that arise due to the submission of incorrect or incomplete data, or data transmitted to Marsh in a format that is unacceptable. In no event shall Marsh have a duty to validate the accuracy of data submitted. However, Marsh will review data for reasonableness to the extent required by standards of actuarial professionalism, but ultimately the responsibility for the accuracy and completeness of the data rests with the Employer.

Article 4. ERISA and the Internal Revenue Code

Employer acknowledges its status as Plan Administrator of the Plan, as defined by ERISA. Employer is responsible for operating the Plan in accordance with the qualification requirements of section 401(a) of the Internal Revenue Code and in accordance with ERISA, except as specifically agreed with regard to the out-of-scope services contracted for in the applicable Appendix. These responsibilities include, but are not limited to, preparation of Plan documents, distribution of SPDs and summary annual reports, all nondiscrimination testing, preparation of Form 5500, filing of annual reports, and responding to inquiries from government agencies and the preparation of any required notices. Any Plan administrative function not specifically assigned in this Agreement remains the responsibility of the Employer.

Article 5. Enforcement of Benefit Provisions

The Pension Protection Act has implemented rules and restrictions related to other non-qualified, deferred compensation or supplemental Employer-owned life insurance plans. Some of these provisions are contingent upon the administration of any qualified defined benefit plan sponsored by the Employer while other provisions are part of the Employer's broader employee benefits strategy. Recognition and enforcement of these rules and restrictions is the sole responsibility of the Plan Sponsor.

Article 6. Termination of the Plan

If the Employer terminates the Plan, Marsh may require the Employer to obtain an advance IRS Determination Letter on Termination of the Plan at the Employer's expense.

Certificate Of Completion

Envelope Id: 9E32BA5D-A05E-8479-8001-DF34B2EDCFB2	Status: Completed
Subject: Complete with Docusign: FWD: SIGNATURE: GASB 75 Actuarial Services Agreement (FIN/260587).pdf	
Source Envelope: CB688A6D-3AF5-8A99-8279-720CFE57F324	
Document Pages: 23	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Patricia Lewis
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	plewis@ocalafl.org
	IP Address: 216.255.240.104

Record Tracking

Status: Original	Holder: Patricia Lewis	Location: DocuSign
7/16/2026 7:52:46 AM	plewis@ocalafl.org	
Security Appliance Status: Connected	Pool: StateLocal	

Signer Events

Myiah Gauntlett
myiah.gauntlett@marshmma.com
Security Level: Email, Account Authentication (None)

Signature

Signed by:

1B32F518468F4EA...

Signature Adoption: Pre-selected Style
Using IP Address: 136.226.106.245

Timestamp

Sent: 7/16/2026 7:54:49 AM
Viewed: 7/20/2026 9:22:50 AM
Signed: 7/20/2026 9:23:18 AM

Electronic Record and Signature Disclosure:

Accepted: 7/20/2026 9:22:50 AM
ID: 3b18f419-8b21-4ffc-855e-b9df1915cb14

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

Marcella Hughes
mhughes@ocalafl.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 7/16/2026 7:55:24 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	7/16/2026 7:54:49 AM
Envelope Updated	Security Checked	7/16/2026 7:55:23 AM
Certified Delivered	Security Checked	7/20/2026 9:22:50 AM
Signing Complete	Security Checked	7/20/2026 9:23:18 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	7/20/2026 9:23:18 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.