

FIFTH AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN ELECTRX AND HEALTH SOLUTIONS, LLC AND THE CITY OF OCALA

THIS FIFTH AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN ELECTRX AND HEALTH SOLUTIONS, LLC AND THE CITY OF OCALA ("Fifth Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ELECTRX AND HEALTH SOLUTIONS, LLC**, a foreign limited liability company duly organized in Michigan and authorized to do business in the State of Florida (EIN# 27-0988331) ("ElectRx").

WHEREAS, on November 21, 2016, City and ElectRx entered into a Memorandum of Understanding to establish the terms and conditions under which City of Ocala employees, their eligible dependents, and various other groups could participate in a voluntary program to acquire certain pharmaceutical products for personal consumption from mail order pharmacies at the lowest net cost, City of Ocala Contract Number: RSK/16-012 for a term of two (2) years, from January 1, 2017 through December 31, 2019 (the "Original Agreement"); and

WHEREAS, on or about June 6, 2017, City and ElectRx entered into Amendment 1 – Amendment adding Specialty Drug Products to the Original Agreement ("First Amendment") to establish the terms and conditions under which City of Ocala employee, their eligible dependents, and various other groups could participate in an expanded voluntary Specialty Drug Program for the remainder of the term of the Original Agreement; and

WHEREAS, on March 17, 2020, City and ElectRx entered into a Second Amendment to Memorandum of Understanding Between ElectRx and Health Solutions, LLC and the City of Ocala ("Second Amendment") to extend the Original Agreement, as amended, for an additional two-year renewal period from January 1, 2020 to December 31, 2022, and to further amend the Original Agreement to allow for additional renewal periods as the parties agree; and

WHEREAS, on August 29, 2023, City and ElectRx entered into a Third Amendment to Memorandum of Understanding Between ElectRx and Health Solutions, LLC and the City of Ocala ("Third Amendment") to extend the Original Agreement, as amended, for an additional renewal period from January 1, 2023 to December 31, 2024, and to further amend the Original Agreement to allow for additional renewal periods as the parties agree; and

WHEREAS, on March 28, 2025, City and ElectRX entered into a Fourth Amendment to Memorandum of Understanding Between ElectRX and Health Solutions, LLC and the City of Ocala ("Fourth Amendment") to extend the Original Agreement, as amended for a period from January 1, 2025 to December 31, 2025; and

WHEREAS, City and ElectRx now desire to extend the Original Agreement, as amended, for an additional two-year 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 ElectRx agree as follows:

1. **RECITALS.** City and ElectRx 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 ElectRx, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Fifth Amendment.

3. **COMPENSATION.** City shall pay ElectRx and amount no greater than **EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$800,000)** over the Renewal Term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency described in the Contract Documents.
4. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional two-year term beginning **JANUARY 1, 2026** and terminating **DECEMBER 31, 2027**. This Agreement may be terminated, for any reason or cause by either party, upon **THIRTY (30)** days written notice, which notice shall be delivered by certified mail to the addresses listed below. This Agreement may be renewed for subsequent **TWO-YEAR (2-YEAR)** terms upon the mutual written consent of the parties.
5. **NOTICES.** All notices, certifications or communications required by this Fifth Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to ElectRx: ElectRx and Health Solutions, LLC
32232 Crossbow
Beverly Hills, Michigan 48025

Copy to: Christopher R. Martella, Esq.
Kemp Klein Law Firm
201 W. Big Beaver, Suite 600
Troy, Michigan 48084

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-401-3972
E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This Fifth Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** ElectRx, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Fifth Amendment. Further, a duplicate or copy of the Fifth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Fifth Amendment for all purposes.



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

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

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

By: _____
(Printed Name)

City Council President

Approved as to form and legality:

ELECTRX AND HEALTH SOLUTIONS, LLC

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of authorized signatory)