

**PAYMENT COLLECTION AND REMITTANCE AGREEMENT**

This Payment Collection and Remittance Agreement ("Agreement") is made on 12/30/2025, by and between Amscot Corporation, a Florida corporation, located at 600 North Westshore Boulevard, Suite 1200, Tampa, FL 33609-1117 ("Amscot"), and the City of Ocala, a Florida Municipal Corporation, located at 110 SE Watula Avenue, Ocala, Florida 34471 ("Biller"). Amscot or Biller are sometimes referred to herein as the "Party" or "Parties."

WHEREAS, Biller is engaged in the sale of utility services (the "Services") and is desirous of retaining Amscot to collect cash payments for the Services (the "Payments") from customers (the "Customer" or "Customers") and remit them electronically to Biller; and

WHEREAS, Amscot is registered with and authorized by the State of Florida under the provisions of Chapter 560, Florida Statutes, to act as a funds transmitter and is desirous of collecting the Payments from Customers and remitting them to Biller.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the Parties hereto and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **AMSCOT SERVICES AND PROCEDURES**

(a) Each day that Amscot is open for business, Amscot will collect Payments from Customers at its retail locations and will electronically send a file ("Remittance File") in Biller's specified format at an agreed upon interval to the Biller for posting to each Customer's account. A transmission interval of less than two hours is considered "near real-time" or "real-time."

(b) The next banking day, on or before 6:00 p.m., Eastern Time, Amscot will send an Automated Clearing House (ACH) transfer to the Biller in an amount equal to the total of Payments collected. Amscot shall initiate an ACH transfer to Biller's designated bank account. Settlement of the ACH transfer shall occur according to National Automated Clearing House Association (NACHA) Operating Rules, which is generally on the second banking day following the transfer of data as detailed in the schedule below:

<b>Day Amscot sends Remittance File to Biller</b>	<b>Day Amscot initiates ACH transfer to Biller</b>	<b>Day funds will be available in Biller's bank account</b>
Monday	Tuesday	Wednesday
Tuesday	Wednesday	Thursday
Wednesday	Thursday	Friday
Thursday	Friday	Monday
Friday, Saturday, Sunday	Monday	Tuesday

(c) Upon collection of the Payments, Amscot shall provide the Customers with a receipt containing the following:

- (i) Biller's name and Customer's account number;
- (ii) Transaction reference number; and
- (iii) Administrative fee and total payment amount.

2. COMPENSATION

Amscot shall charge Customers who choose to utilize Amscot's services an administrative fee of \$ 2.00 ("Fee") for each of the Payments collected. Amscot shall collect such Fee from Customers at the time the Payments are collected.

3. COMPLIANCE WITH LAW AND REGULATIONS

Amscot and Biller agree to conduct all of its acts, practices, and business activities under this Agreement in compliance with all applicable laws and regulations. In the event that compliance with any provision of this Agreement would cause either of the Parties to violate any such laws or regulations, the Parties agree to attempt to negotiate, in good faith, an amendment hereof eliminating or modifying the provision involved while retaining, insofar as practicable, the intent of the original agreement.

4. RESPONSIBILITIES AND LIABILITIES

Amscot shall be responsible for the collection and remittance of the Payments received from Customers to Biller and agrees to indemnify Biller from and against any losses, claims, damages, expenses or liabilities caused by Amscot's gross negligence or willful misconduct in the performance of such responsibilities under this Agreement. Biller shall be responsible for posting the Payments to the Customers' accounts, and agrees to indemnify Amscot, its parents, subsidiaries, officers, directors, agents and employees from and against any losses, claims, damages, expenses or liabilities caused by Biller's gross negligence or willful misconduct in the performance of such responsibility under this Agreement including but not limited to losses, claims, damages, expenses or liabilities caused by Biller's failure to respond to Amscot's payment research inquiries related to any and all unpostable payments as set forth in Section 9 of this Agreement.

Amscot may provide files to Biller containing details of Payments from Customers. Biller shall implement and maintain appropriate administrative, technical, and physical safeguards to ensure the security, confidentiality, and integrity of all files received. Amscot may provide credentials to Biller to access files on Box or a similar platform. Biller shall not disclose, share, or use the credentials except as authorized by this Agreement. Biller shall notify Amscot immediately upon discovery of any unauthorized access, use, or breach involving said credentials. Amscot shall not be responsible for any data breach resulting from Biller's use of Amscot provided credentials.

5. CYBERSECURITY POLICY AND NOTICE

The Biller shall establish, implement, and maintain a cybersecurity plan. This cybersecurity plan shall encompass any and all information technology resources for which Biller has physical or electronic access to Amscot's data and/or technology systems. Amscot reserves the right to periodically request a copy of Biller's written cybersecurity plan and any supporting documentation and procedures. If Biller at any time discovers a cybersecurity incident that had or has any possibility of affecting, harming, and/or breaching Amscot in any way including unauthorized access to Amscot propriety data and customer data, Biller must immediately notify Amscot directly of said cybersecurity incident verbally and in writing. Failure to notify Amscot promptly of any cybersecurity incident is a breach under this Agreement. Upon discovery and notice of a cybersecurity incident, Amscot reserves the right to immediately restrict Biller's access to Amscot's data and/or technology systems as needed to safeguard its systems and data; cancel the Agreement; and/or seek reimbursement from Biller for any and all damages caused by the cybersecurity incident.

6. PROMOTION OF SERVICES

Biller shall promote to Customers the payment collection and remittance services provided by Amscot pursuant to this Agreement on the Billers web site or via direct marketing to Customers through bill stuffers or by any other means. Biller shall use the name "Amscot" and Amscot's registered marks in its promotional efforts and materials.

7. TERM

(a) This Agreement is effective on the date indicated above and shall remain in effect for a period of one (1) year unless terminated by the Parties in accordance with these provisions. Unless terminated, the Agreement shall be automatically renewed for additional one (1) year terms.

(b) This Agreement may be terminated without cause at any time upon thirty (30) days written notice by Amscot or sixty (60) days written notice by Biller.

(c) This Agreement may be immediately terminated, and no further benefits or compensation will accrue, upon a determination in good faith by one of the Parties that the other has violated, is violating, or will violate this Agreement or any law or regulation.

(d) All indemnities set forth in this Agreement shall survive for one (1) year following the termination of the Agreement.

8. COSTS AND EXPENSES; PLACE OF BUSINESS

Amscot shall bear all of its own costs and expenses, including rent, utilities, travel, postage, and any other business expenses in connection with its performance of duties and obligations under this Agreement.

9. BEST EFFORTS; NONEXCLUSIVITY

Amscot agrees to use its best efforts to satisfy the terms and conditions of this Agreement; provided, however, that Amscot may perform services similar or identical to those provided to Biller pursuant to this Agreement for other persons including but not limited to persons who are competitors of Biller during the effectiveness of this Agreement.

10. CUSTOMER SERVICE – UNPOSTABLE PAYMENTS

Biller will provide a single point of contact to resolve any and all unpostable payments or payment research inquiries received from Amscot. Time is of the essence for responding to Amscot's research inquiries related to any and all unpostable payments and Biller will respond to Amscot's payment research inquiries within twenty-four (24) hours of Amscot contacting Biller with any such payment research inquiries. Biller will make every reasonable effort to internally correct an unpostable payment prior to contacting Amscot.

11. AMENDMENT

The Parties may not modify or amend this Agreement except by a writing signed by the Parties hereto.

12. NOTICES

All notices permitted or required by this Agreement must be in writing and will be deemed given upon receipt if sent by personal delivery, overnight courier, or facsimile, with confirmation of transmission, to the addresses set forth on the signature pages of this Agreement.

13. INDEPENDENT CONTRACTOR

Amscot is an independent contractor, and this Agreement does not create a joint venture, partnership, affiliation, association, or employment relationship with Biller. Amscot agrees not to hold itself out as a joint venturer, partner, affiliate, associate, or employee of Biller. Amscot agrees that it is solely responsible for any tax, both state or federal, that may be due on compensation received under this Agreement, and for payment of any other taxes, fees, or charges that may accrue to and be payable by it because of the services performed under this Agreement.

14. MISCELLANEOUS

(a) This Agreement shall be governed by and construed in accordance with the domestic laws of the state of Florida without giving effect to any choice or conflict of law provision or rule (whether of

the state of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Florida.

(b) If a dispute arises under this Agreement, the Parties shall first try to resolve the dispute amicably and voluntarily whenever possible. A Party asserting noncompliance or seeking an interpretation of this Agreement shall serve written notice on the other Party. The notice shall identify the specific Agreement provision alleged to have been violated or in dispute and shall specify in detail the asserting Party's contention and any factual basis for the claim. Representatives of both Parties shall meet within thirty (30) days of receipt of notice in an effort to resolve the dispute. If the parties are unable to amicably and voluntarily resolve the dispute, the Parties agree to submit the dispute to binding arbitration. The parties agree that the binding arbitration will be conducted by a single arbitrator under the rules of the American Arbitration Association ("AAA"). One arbitrator shall be chosen by the Parties from a list of qualified arbitrators to be provided by the AAA. If the Parties cannot agree on an arbitrator, then the arbitrator shall be named by the AAA. The expenses of arbitration shall be borne equally by the Parties. The arbitrator shall apply the laws of the state of Florida. The Parties understand and acknowledge that their right to a jury trial is waived regarding any dispute arising from or related to this Agreement.

(c) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

(d) Except as otherwise expressly provided for herein, this Agreement and any exhibits attached hereto and incorporated by reference contain the entire agreement of the Parties relating to the subject matter hereof and supersedes any prior agreements or presentations relating to such subject matter that are not set forth herein.

(e) Nothing in this Agreement is intended to waive the sovereign immunity protections provided to Biller pursuant to Florida Statute §768.28.

(f) Public Records. Amscot shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Amscot shall:

- i. Keep and maintain public records required by the public agency to perform the service.
- ii. 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.
- iii. 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 Amscot does not transfer the records to the public agency.
- iv. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Amscot or keep and maintain public records required by the public agency to perform the service. If Amscot transfers all public records to the public agency upon completion of the contract, Amscot shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Amscot keeps and maintains public records upon completion of the



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contract, Amscot 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 AMSCOT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AMSCOT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: [clerk@ocalafl.gov](mailto:clerk@ocalafl.gov); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the date first above written.

AMSCOT CORPORATION

By: 

Name: Fraser MacKechnie

Title: President & COO

Address for Notices:

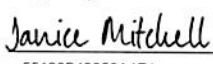
600 North Westshore Blvd., Suite 1200  
Tampa, FL 33609-1117

~~E-mail~~  
~~Facsimile~~: [lprice@amscotfinancial.com](mailto:lprice@amscotfinancial.com)

Attention: Contracts Attorney

BILLER

Signed by:

By: 

55198B43858A4E1...

Name: Janice Mitchell

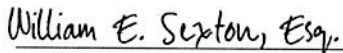
Title: CFO

Address for Notices:

City of Ocala  
110 SE Watula Avenue  
Ocala, FL 34471  
E-mail: [notices@ocalafl.gov](mailto:notices@ocalafl.gov)

Approved as to form and legality:

Signed by:



4A55AB8A8ED04F3...

William E. Sexton, Esq.

City Attorney

## Certificate Of Completion

Envelope Id: EC9734FE-5C81-4463-A114-CD8C13A753D9  
 Subject: SIGNATURE: Amscot Utility Bill Payment Agreement (CSO/260278)  
 Source Envelope:  
 Document Pages: 6  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:  
 Patricia Lewis  
 110 SE Watula Avenue  
 City Hall, Third Floor  
 Ocala, FL 34471  
 plewis@ocalafl.org  
 IP Address: 216.255.240.104

## Record Tracking

Status: Original 12/30/2025 8:24:06 AM	Holder: Patricia Lewis plewis@ocalafl.org	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: Docusign

## Signer Events

William E. Sexton, Esq.  
 wsexton@ocalafl.gov  
 City Attorney  
 Security Level: Email, Account Authentication (None)

### Signature

Signed by:  
  
 4A55AB8A8ED04F3...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 216.255.240.104

### Timestamp

Sent: 12/30/2025 8:27:07 AM  
 Viewed: 12/30/2025 11:05:28 AM  
 Signed: 12/30/2025 11:24:15 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 9/15/2023 9:02:35 AM  
 ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

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

Signed by:  
  
 55198B43856A4E1...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 216.255.240.104

Sent: 12/30/2025 11:24:16 AM  
 Viewed: 12/30/2025 1:07:04 PM  
 Signed: 12/30/2025 1:07:39 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 12/30/2025 1:07:04 PM  
 ID: fa4c0797-ef32-40c7-b663-19bbc533fbf1

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/30/2025 8:27:08 AM
Certified Delivered	Security Checked	12/30/2025 1:07:04 PM
Signing Complete	Security Checked	12/30/2025 1:07:39 PM
Completed	Security Checked	12/30/2025 1:07:39 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Ocala - Procurement & Contracting:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [contracts@ocalafl.org](mailto:contracts@ocalafl.org)

### **To advise City of Ocala - Procurement & Contracting of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [contracts@ocalafl.org](mailto:contracts@ocalafl.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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](mailto:contracts@ocalafl.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **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](mailto:contracts@ocalafl.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **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.