



**FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF
FINANCIAL ADVISORY SERVICES**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF FINANCIAL ADVISORY SERVICES ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **PFM FINANCIAL ADVISORS LLC**, a limited liability company duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN: 81-1642787) ("Consultant").

WHEREAS, on April 1, 2024, City and Consultant entered into a Cooperative Purchasing Agreement for the Provision of Financial Advisory Services (the "Original Agreement"), City of Ocala Contract Number: FIN/240275 for a term from April 1, 2024, to September 30, 2024; and

WHEREAS, City and Consultant now desire to extend the Original Agreement, as written, for the first of three one-year renewal periods available under its terms, as referenced in the attached **Exhibit C - St. Petersburg Extension**.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Consultant agree as follows:

1. **RECITALS.** City and Consultant hereby represent, warrant, and agree that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Consultant is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **EFFECTIVE DATE AND TERM.** The Original Agreement is hereby renewed for an additional one-year term beginning **OCTOBER 1, 2024**, and terminating **SEPTEMBER 30, 2025**, pursuant to the renewal of the Piggyback Agreement described in **Exhibit C – St. Petersburg Extension**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for up to two (2) additional one-year (1-year) periods upon written agreement between the parties as indicated in the Original Agreement.
4. **COMPENSATION.** City shall pay Consultant a price not to exceed the maximum limiting amount of **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000)** (the "Contract Sum") over the Renewal Term for the for the timely and satisfactory provision of financial advisory services in accordance with the pricing schedule described in the Original Agreement.
5. **NOTICES.** All notices, certifications or communications required by this Agreement 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 Consultant:

PFM Financial Advisors LLC
Attention: James W. Glover
200 South Orange Ave. Suite 760
Orlando, Florida 32801
E-mail: gloverj@pfm.com



If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 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
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Consultant, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement 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 Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the parties have executed this Agreement on 10/9/2024.

ATTEST:

CITY OF OCALA

Signed by:
Angel B. Jacobs

Angel B. Jacobs
City Clerk

Signed by:
Janice Mitchell

Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

PFM FINANCIAL ADVISORS LLC

DocuSigned by:
William E. Sexton

William E. Sexton, Esq.
City Attorney

Signed by:
James W. Glover

By: James W. Glover
(Printed Name)

Title: Managing Director
(Title of Authorized Signatory)

From: [Anne Fritz](#)
To: [Cortni L. Kertesz](#)
Subject: Re: BPA 255152 PFM Financial Advisors LLC for financial services
Date: Tuesday, June 4, 2024 9:37:10 AM

Yes. Please move forward with the renewal.

Anne Fritz
Director, Debt Financing
City of St. Petersburg FL
727-892-5113
Anne.fritz@stpete.org

From: Cortni L. Kertesz <Cortni.Kertesz@stpete.org>
Sent: Tuesday, June 4, 2024 8:51 AM
To: Anne Fritz <Anne.Fritz@stpete.org>
Subject: BPA 255152 PFM Financial Advisors LLC for financial services

Anna,

We have discussed a few weeks prior about renewing the BPA 255152 for PFM Financial Advisors LLC for a one-year renewal. Please reply to this email giving your approval to move forward with the renewal.

Thank You,
Cortni Kertesz
Procurement Analyst
City of St. Petersburg
727-551-3231
Cortni.Kertesz@stpete.org

Please note all emails are subject to public records law.

From: [Jay Glover](#)
To: [Dorrena Davis](#); [Cortni L. Kertesz](#)
Cc: [Hilda Marin](#)
Subject: RE: BPA 255152 PFM Financial Advisors LLC
Date: Thursday, May 16, 2024 3:54:08 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Cortni, yes we would like to renew. Please make sure I am the point of contact for PFM.

Jay Glover
Managing Director

PFM Financial Advisors LLC
gloverj@pfm.com | **phone/text** 407.406.5760 | **web** pfm.com
200 S. Orange Ave. | Suite 760 | Orlando, FL 32801

From: Cortni L. Kertesz <Cortni.Kertesz@stpete.org>
Sent: Thursday, May 16, 2024 3:46 PM
To: Dorrena Davis <david@dpm.com>
Cc: Hilda Marin <marinh@pfm.com>
Subject: BPA 255152 PFM Financial Advisors LLC

ALERT: This message is from an external source.**BE CAUTIOUS** before clicking any link or attachment

Good afternoon,

BPA 255152 is expiring on September 30, 2024. The terms of the agreement state there are 3 1-year renewals; would you like to renew for one year under the same terms and conditions of the agreement.

Thank You,
Cortni Kertesz
Procurement Analyst
City of St. Petersburg
727-551-3231
Cortni.Kertesz@stpete.org

Please note all emails are subject to public records law.

AGREEMENT

THIS AGREEMENT, (“Agreement”) is made and entered into on the 1st day of October, 2022 (“Effective Date”), by and between PFM Financial Advisors LLC (“Consultant” or “Advisor”) and the City of St. Petersburg, Florida, (“City”) (collectively, “Parties”).

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Consultant Duties.** Consultant shall perform the scope of services set forth in Appendix A of this Agreement (“Scope of Services”) for the City in full and complete accordance with this Agreement. Upon request of City, an affiliate of Consultant or a third party referred or otherwise introduced by Consultant may agree to additional services to be provided by such affiliate or third party, by a separate agreement, including separate scope and compensation, between City and such affiliate or third party. For the sake of clarity, any separate agreement between City and an affiliate or third party shall not in any way be deemed an amendment or modification of this Agreement.
2. **Agreement Components.**
 - A. The agreement components are this Agreement, the appendices to this Agreement, the attached CSP BPA FORM, as applicable (“BPA Form”), purchase orders issued by the City to Consultant (each a “Purchase Order”), if any, and the following documents, which are made a part hereof by reference (“Other Documents”):
 - (i) RFP No. 8300 Financial Advisory Services dated March 10, 2022 (“Document 1”)
 - (ii) Best and Final Offer dated May 2, 2022 (“Document 2”)
 - (iii) PFM Financial Advisors LLC proposal dated April 5, 2022 (“Document 3”)
 - B. In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence governs: (i) this Agreement, exclusive of its appendices, (ii) the appendices to this Agreement, (iii) the BPA Form, (iv) Purchase Orders, if any, and (v) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence is the order the documents are listed above (e.g. Document 1 governs over Document 2, Document 2 governs over Document 3, etc.).
3. **Term.** The initial Term of this Agreement commences on the Effective Date and terminates on September 30, 2024, unless this Agreement is earlier terminated as provided for herein. The City reserves the right to extend this Agreement under the same terms and conditions for three (3) one (1)-year period(s) at the end of the initial Term, provided such extension is mutually agreed upon by both Parties in writing. References in this Agreement to “Term”

includes the initial Term and all renewal Terms.

4. Payment.

- A. Provided Consultant faithfully performs its obligations contained in this Agreement, the City shall pay Consultant for the services rendered in accordance with the prices for such services set forth in Appendix B of this Agreement (“Services Pricing”); provided, however, that the City is not required to pay Consultant for services unless they conform to the requirements of this Agreement, and further provided that the total amount paid to Consultant pursuant to this Agreement, which is inclusive of any out-of-pocket expenses (including but not limited to transportation, mileage, lodging, and meals) must not exceed fifty-five thousand dollars (\$55,000) annually (“Maximum Annual Price”). Consultant shall invoice the City for services in accordance with procedures established by the City. The Services Pricing and Maximum Annual Price may be increased only in strict accordance with this Agreement.
- B. The Services Pricing must remain firm for the initial Term. If the Parties opt to renew this Agreement, any increase in the Services Pricing must be made by mutual agreement between the Parties in writing, provided that Consultant notified the City thirty (30) days prior to expiration of the then-current Term of its intent to increase the Services Pricing. Further, Consultant warrants that any increase in the Services Pricing or the Maximum Annual Price after the initial Term shall not exceed the U.S. Bureau of Labor Statistics Employment Cost Index (“ECI”) average increase for the most recent twelve (12) month period (see <http://www.bls.gov/>, ECI, Compensation, Not Seasonally Adjusted, Private Industry, Financial Activities).

5. Indemnification.

- A. Consultant shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims”), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
- (i) The performance of this Agreement (including any amendments thereto) by Consultant, its subsidiaries, employees, agents, representatives or subcontractors; or
 - (ii) The failure of Consultant, its subsidiaries, employees, agents, representatives or subcontractors to comply and conform with applicable

Laws (as defined herein); or

- (iii) Any negligent act or omission (including but not limited to breach of fiduciary duty) of Consultant, its subsidiaries, employees, agents, representatives, or subcontractors; or
 - (iv) Any reckless or intentional wrongful act or omission of Consultant, its subsidiaries, employees, agents, representatives, or subcontractors; or
 - (v) Consultant's, its subsidiaries', its employees', agents' representatives' or subcontractors' failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).
- B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Consultant pursuant to this Agreement or otherwise obtained by Consultant, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

7. Insurance.

- A. Consultant shall maintain the following minimum types and amounts of insurance throughout the Term at its own expense:
- (i) Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy must include coverage for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability under this Agreement.
 - (ii) Commercial automobile liability insurance of \$1,000,000 combined single limit covering all hired and non-owned vehicles.
 - (iii) Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.
 - (iv) Errors and Omissions or Professional Liability insurance appropriate to the Consultant's profession with a minimum limit of \$3,000,000 per occurrence. If coverage is on a "Claims Made" basis, it must include a retroactive date of coverage beginning no later than the date this agreement is executed.
- B. All of Consultant's insurance policies, except Workers' Compensation and Professional Liability, must name the Indemnified Parties as additional insureds.

- C. All policies must provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.
- D. Consultant shall provide the City with Certificates of Insurance on a standard ACORD form, or similar form acceptable to the City, reflecting all required coverage. At the City's request, Consultant shall provide copies of current policies with all applicable endorsements.
- E. All insurance required must be on a primary and noncontributory basis and must be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then-current edition of AM Best's Rating Services, or similar rating agency acceptable to the City.
- F. If the insurance carried by Consultant has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, is deemed to be the requirement in this Agreement. If Consultant's insurance limits are greater than the minimum limits set forth herein, then Consultant's insurance limits are deemed to be the required limits in this Agreement.
- G. Consultant hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. Waiver of subrogation for Professional Liability is subject to insurance policy terms and conditions. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.
- H. The City reserves the right to change or alter the above insurance requirements as it deems necessary. Changes requiring modification to Consultant's insurance program must be made by the Consultant at the time of the insurance program renewal or amendment.
8. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other must be in writing and will be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg
Procurement and Supply Management Department
P. O. Box 2842
St. Petersburg, FL 33731

Attn: David E. Malone

CONSULTANT:

PFM Financial Advisors LLC
200 South Orange Ave. Suite 760
Orlando, FL., 32801
Attn: James Glover
gloverj@pfm.com

9. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination will not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
10. **Due Authority.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
11. **Assignment.** Consultant shall make no assignment of this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph is void and confers no rights upon the assignee.
12. **Termination.**
 - A. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to Consultant.
 - B. The City may terminate this Agreement upon written notice to Consultant in the event Consultant defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing Consultant with notice of default or an opportunity to cure, if the City determines that Consultant has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.
 - C. The City may terminate this Agreement as provided in Florida Statute section 287.135 and 448.095.
 - D. Termination of this Agreement acts as a termination of the BPA Form, any Purchase Orders issued by the City, the Other Documents and any engagement letter entered into pursuant to paragraph 42.B. of this Agreement.

13. **Governing Law and Venue.** The laws of the State of Florida govern this Agreement. Venue for any action brought in state court must be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court must be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg or Pinellas County, in which case the action must be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
14. **Amendment.** This Agreement may be amended only in writing executed by the Parties.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.
16. **Compliance with Laws.** Consultant shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding public records. Consultant hereby makes all certifications required under Florida Statute section 287.135. Consultant shall also comply with all applicable City policies and procedures.
17. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.
18. **No Liens.** Consultant shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Consultant, or to anyone using City property through or under Consultant. Nothing contained in this Agreement may be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.
19. **No Construction against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by Consultant and its professional advisors. The City, Consultant and Consultant's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Consultant or against the City or Consultant merely because of their efforts in preparing it.
20. **Use of Name.** Subject to the requirements of Florida laws regarding public records, neither party may use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the written consent of the named party, except that Consultant may refer to the City in client list.
21. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement are limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been

budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City is not prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to this Agreement.

22. **City Consent and Action.**

A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

23. **Captions.** Captions are for convenience only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

24. **Books and Records.** Consultant shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement must be kept by Consultant and must be open to examination or audit by the City for the Term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein may be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

25. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, survive such expiration or earlier termination.

26. **Force Majeure.** In the event that either party hereto is delayed or hindered in or prevented from the performance required hereunder by reason of acts of God, failure of power, public health emergencies, strikes, lockouts, labor troubles, riots, war, insurrection, or other reason of like nature not the fault of the party ("Permitted Delay"), such party will be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay will be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

27. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver may be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement will be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Consultant does not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.
28. **Permits and Licenses.** Consultant shall obtain any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Consultant's performance of this Agreement. Upon request of the City, the Consultant shall provide the City with written evidence of such permits, licenses, certifications and approvals.
29. **Successors and Assigns.** This Agreement inures to the benefit of and is enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.
30. **Subcontract.**
- A. The hiring or use of outside services or subcontractors in connection with the performance of Consultant's obligations under this Agreement is permitted. Consultant shall be solely responsible for ensuring that any outside services or subcontractors act in a manner consistent with and in accordance with the terms and conditions of this Agreement. Consultant shall promptly pay all subcontractors and suppliers. In no event shall Consultant's retention of outside services or subcontractors relieve Consultant of any of its duties, obligations or representations under this Agreement.
 - B. Consultant shall require all outside services or subcontractors to defend and indemnify the Indemnified Parties to the same extent as Consultant and name the Indemnified Parties as additional insureds under all insurance policies, except Workers' Compensation and Professional Liability, which outside services or subcontractors are required to obtain.
31. **Relationship of Parties.** Nothing contained herein may be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, may be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.
32. **Contract Adjustments.**
- A. Either party may propose additions, deletions or modifications to the Scope of Services ("Contract Adjustments") in whatever manner such party determines to be

reasonably necessary for proper compliance with this Agreement. Proposals for Contract Adjustments must be submitted to the non-requesting party in the form agreed to by the Parties. Contract Adjustments must be effectuated through amendments to this Agreement made in accordance with this Agreement.

- B. There may be no increase in the Services Pricing or the Maximum Annual Price on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Consultant or its employees, agents or subcontractors to properly perform their obligations and functions under this Agreement.
 - C. In the event Consultant proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Consultant will continue to perform the original Scope of Services in accordance with the terms and conditions of this Agreement.
 - D. Notwithstanding anything to the contrary contained in this Agreement, there may be no increase in the Services Pricing or the Maximum Annual Price except pursuant to an amendment to this Agreement made in accordance with this Agreement.
33. **City Data.** All data, documents and other City property remain the exclusive property of the City. Consultant agrees that such City property must be used solely for the purpose of performing the Scope of Services. Consultant shall safekeep such property and, if the City so requests, Consultant shall sign and deliver a written, itemized receipt therefore. Upon conclusion of the Scope of Services or earlier termination of this Agreement, Consultant shall return all such property to the City. Notwithstanding the foregoing, Consultant may retain a copy to the extent required by law or regulation or automatically saved electronically as part of a computer disaster recovery or similar back-up system or internal document retention and business continuity policies and procedures.
34. **Standard of Care.** Consultant shall carry out its duties with care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character with like aims. Consultant, by execution of this Agreement, acknowledges that it is a fiduciary with respect to the services provide under this Agreement. Consultant also acknowledges that the City will rely upon the Consultant's recommendations made as part of the consulting services provided by Consultant pursuant to this Agreement.
35. **Warranties.** In addition to any other warranties that may exist, Consultant warrants to the City that the services required to be performed by Consultant pursuant to this Agreement will be performed by Consultant with reasonable care in a diligent, professional, and competent manner.
36. **Non-Disclosure of Confidential Information.**
- A. Each party ("Receiving Party") shall not disclose, publish, or disseminate the

Confidential Information (as defined below) of the other party ("Disclosing Party") to anyone other than those of such Receiving Party's employees and subcontractors with a need to know, or as may be required by legal process or applicable Laws (including but not limited to Chapter 119, Florida Statutes, and the court decisions construing the same). Each party agrees to accept the other party's Confidential Information for the sole purpose of carrying out such Receiving Party's authorized activities under this Agreement. Each party agrees not to make copies of the other party's Confidential Information except to the extent permitted pursuant to this Agreement. Each party agrees not to use the Confidential Information of the other party for its own or any third party's benefit without the prior written approval of an authorized representative of the Disclosing Party in each instance. In the event a Receiving Party is required to disclose the Disclosing Party's Confidential Information in accordance with applicable Laws or by an order of a court or governmental agency, the Receiving Party shall give written notice to the Disclosing Party to enable the Disclosing Party to make a reasonable effort to obtain a protective order or other confidential treatment for the Confidential Information. Such notice shall be provided prior to disclosure unless otherwise required by court order or applicable Laws. Consultant acknowledges that, in the event in of a public records request, the City may be limited in the amount of notice that it may be able to provide Consultant prior to disclosure of records and agrees that the City Attorney shall have the sole and absolute discretion to determine when public records must be released in order to comply with Chapter 119, Florida Statutes, and the court decisions construing same. By designating information as Confidential Information, Consultant agrees to indemnify and hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and reasonable attorney's fees incurred by the City by reason of any legal action challenging Consultant's claim. Consultant shall require as a condition of any subcontract that the subcontractor expressly acknowledges and agrees to be bound by the same confidentiality requirements by which Consultant is bound under this Agreement. For purposes of this paragraph, notice may be given by facsimile provided that notice is also sent by overnight courier the same day (or the next day on which overnight courier service is available.)

- B. "Confidential Information" means confidential and proprietary information of either party that is disclosed to the other party which, in the case of written information, is marked "confidential" or "proprietary" and which, in the case of information disclosed orally or stored electronically, is identified at the time of disclosure as confidential and proprietary and summarized and confirmed in writing as such by the Disclosing Party within thirty (30) days of the disclosure. Confidential Information shall not include information that (i) as of the Effective Date or after the Effective Date becomes generally available to the public through no fault or breach of the Receiving Party; (ii) the Receiving Party can demonstrate to have had rightfully in its possession prior to disclosure by the Disclosing Party; (iii) is independently developed by the Receiving Party without the use of any Confidential Information; or (iv) the Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it.

37. **Non-Exclusive Agreement.** This Agreement imposes no obligation on the City to utilize Consultant for all of the work and services of this type, which may be needed during the Term. This is not an exclusive agreement. The City specifically reserves the right to concurrently contract with other companies for similar work and services if it deems such action to be in the City's best interest.
38. **Consultant Personnel.**
- A. To the extent that specific personnel have been named and identified in the Scope of Services, Consultant shall not remove such personnel from the project contemplated by this Agreement; provided, however, that removal of such personnel due to their incapacity, voluntary termination or termination due to just cause shall not constitute a violation of this paragraph. If any such personnel are incapacitated, voluntarily terminate their employment, or are terminated for just cause, Consultant shall, within forty-eight (48) hours, replace such personnel with other equally qualified personnel approved by the City.
 - B. The City reserves the right to require Consultant to replace any persons performing services pursuant to this Agreement, including but not limited to Consultant's employees and any affiliates' or subcontractors' employees, whom the City judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the City.
39. **Public Records.**
- A. Consultant shall (i) keep and maintain public records (as defined in Florida's Public Records law) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk's Office, provide the City (at no cost to the City) 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 under Florida's Public Records law or other applicable Laws; (iii) ensure that public records in Consultant's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in Consultant's possession within ten (10) days following the City's request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Consultant transfers all public records to the City upon the expiration or earlier termination of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon the expiration or earlier termination of this Agreement, Consultant shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's

request, Consultant shall provide all electronically stored public records to the City in a format approved by the City.

- B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK’S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**
- C. Nothing contained herein may be construed to affect or limit Consultant’s obligations including but not limited to Consultant’s obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.
40. **Appendices.** Each appendix to this Agreement, including all attachments to each appendix, is an essential part hereof and is attached hereto.
41. **Execution of Agreement.** This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original Agreement. Additionally, each party is authorized to sign this Agreement electronically using any method authorized by applicable law or City policy, including any of the following: (i) a typed name on an electronic document; (ii) an image of a physical signature sent via email, fax, or other electronic transmission method; (iii) clicking a button to indicate agreement or acceptance in an electronic signature system; or (iv) a handwritten signature that is digitally captured on a touch device such as a tablet or smartphone.
42. **Registered Municipal Advisor; Required Disclosures.**
- A. Consultant represents that it is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule I 5Ba 1-2.
- B. As of the Effective Date, the City has not designated Consultant as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba-1(d)(3)(vi) (the “IRMA exemption”); however, if the City does designate Consultant as the City’s IRMA, it shall do so by notifying Consultant in writing, and Consultant shall then provide the City with an engagement letter outlining the services to be provided pursuant to such designation.
- C. If the City designates Consultant as its IRMA, Consultant shall not be responsible for, or have any liability in connection with, verifying that Consultant is

independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC)

- D. If the City designates Consultant as its IRMA, the City acknowledges and agrees that any reference to Consultant, its personnel and its role as IRMA, including in the written representation of the City required under SEC Rule 15Ba-I (d)(3)(vi)(B) shall be subject to prior approval by Consultant, which approval shall not be unreasonably withheld.
 - E. The City further agrees not to represent that Consultant is the City's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the Scope of Services without Consultant's prior written consent, which shall be addressed in an engagement letter in accordance with paragraph 42B of this Agreement.
 - F. MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Consultant agrees to provide such disclosures in Consultant's Disclosure Statement delivered to the City together with this Agreement
43. **Information to be Furnished to Consultant.** All information, data, reports, and records in the possession of City or any third party necessary for carrying out the Scope of Services to be performed under this Agreement ("Data") shall be furnished to Consultant. The City shall cooperate with Consultant in its conduct of reasonable due diligence in performing the Scope of Services, including with respect to the facts that are necessary in its recommendation(s) to the City in connection with a municipal securities transaction or municipal financial product and/or relevant to the City's determination whether to proceed with a course of action. To the extent the City requests that Consultant provide advice with regard to any recommendation made by a third party, the City will provide to Consultant written direction to do so as well as any Data it has received from such third party relating to its recommendation. The City acknowledges and agrees that while Consultant is relying on the Data in connection with its provision of the services under this Agreement, Consultant makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

(REMAINDER OF PAGE INTENTIONALLY LEFT BANK)

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

PFM FINANCIAL ADVISORS LLC:

By: *James W Glover*

Print: James W. Glover

Title: Managing Director

CITY OF ST. PETERSBURG, FLORIDA: ATTEST

By: *David Malone*
David E. Malone, CPSM
Director, Procurement and
Supply Management



[Handwritten Signature]

City Clerk (Designee)

Provisions of Contract Approved:

By: *Anne A. Fritz*
Print: Anne A. Fritz, Chief Financial Officer
Project Manager

Approved as to Form and Content:

Christina
City Attorney (Designee) 00642030

(Acknowledgment of Consultant)

Under penalties of perjury, I declare that I am authorized by the Company to execute the foregoing Agreement.

By: 

Print: James W. Glover

Title: Managing Director

Appendix A Scope of Services

1. Scope of Work

The Advisor shall provide, all personnel, travel, facilities and equipment to provide financial advisory services to include note, bond, and or other debt issuance. The Advisor is required to be a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2.

Advisor shall assist with multiple bond issues both negotiated and competitive. Advisor's services may also include other financial matters which may be appropriate to the role of a financial advisor.

Upon request by the City, Advisor shall provide services to include, but not limited to, the following.

- a. Role of Financial Advisor for large complex governmental bond offerings within the State of Florida and as a Florida financial advisor.
- b. Developing a timeline for bond programs.
- c. Assist with the selection of, as well as the assignment of, roles and responsibilities of attorneys, bond counsel, market analysis, trustee, insurer and other team members.
- d. The selection of investment bankers and coordination of their efforts.
- e. Preparation of and review of the trust indenture and all other documents related to a bond program.
- f. Bids or negotiations with trustees, registrars, insurance companies and paying agents.
- g. Providing testimony and effective presentations at meetings of City Council or other municipality governing bodies for validation.
- h. Assisting with the preparation and review of a bid documents and Official Statements relating to the sale of the Bond.
- i. Following "full disclosure" guidelines.
- j. Consulting with bond rating agencies.
- k. Establishing terms and conditions under which bonds are to be purchased.
- a. Analyzing the bond market.
- l. Coordinating and supervising bond closings.
- m. Indenture requirements.
- n. Providing advice as to acceptance or rejection of proposals to purchase bonds at public sale.
- o.

2. Minimum Requirement

- a. Staff availability and location
Advisor shall have primary staff located within 150 miles of the City of St. Petersburg who are available for discussions by telephone and e-mail during regular business hours and available in person at city offices if necessary, within

four business hours of notification.

- b. **Conflict of Interest**
Advisor shall agree not to underwrite or be a trading participant in any City-issued debt, whatsoever. Subsequent purchase and sales of these issues on the secondary market may be acceptable, provided there are no such sales or trades with those parties involved in the initial sale to the primary market. Neither Advisor nor any affiliate providing investment consulting services under separate agreement may engage in any broker/dealer activities with the City's investment staff.

3. Performance Evaluation Criteria

Advisor's performance during the Term will be evaluated on the following criteria:

- a. Service Quality (Rework, Timely Completion)
- b. Accessibility (Availability, Easy to Contact)
- c. Responsiveness (Call Backs, Quote Requests, Job Starts)
- d. Documentation (Record Keeping, Invoicing)
- e. Delivery Schedule (Dependability, Timeliness)
- f. Skills (Competence, Expertise, Safety)
- g. Creativity & Innovation (Problem Solving, Foresight)
- h. Customer Interfaces (Courteous, Professional)
- i. Value (Fair Balance of Economy & Quality)
- j. Flexibility (Changes in Volume, Delivery, Product Mix & Scope)

4. Advisor Service Requirements

Upon request by the city, Offeror shall provide services to include but not limited to the following. Advisor shall have prior experience in these types of services:

- a. Large complex governmental bond offerings within the State of Florida and as a Florida financial advisor.
- b. Developing a timeline for bond programs.
- c. The selection of, as well as the assignment of, roles and responsibilities of attorneys, bond counsel, market analysis, trustee, insurer and other team members.
- d. The selection of investment bankers and coordination of their efforts.
- e. Preparation of and review of the trust indenture and all other documents related to a bond program.
- f. Bids or negotiations with trustees, registrars, insurance companies and paying agents.
- g. Providing testimony and effective presentations at meetings of City Councils or other municipality governing bodies for validation.
- h. Providing preparation and review of a bid documents and assisting with Official Statements relating to the sale of the Bond.
- i. Following "full disclosure" guidelines.
- j. Consulting with bond rating agencies.
- k. Establishing terms and conditions under which bonds are to be purchased.

- l. Analyzing the bond market.
- m. Coordinating and supervising bond closings.
- n. Indenture requirements.
- o. Providing advice as to acceptance or rejection of proposals to purchase bonds at public sale.
- p. Arranging for cash flow certificates and program valuations and for an accountant's opinion and mathematical verification of program cash flow at closing.

5. Escalation

Any escalation in base prices, after the initial Agreement term, will be made annually prior to any extension of the Agreement term. Increases in prices shall not exceed the U.S. Bureau of Labor Statistics Employment Cost Index ("ECI") average increase for the most recent 12-month period (see <http://www.bls.gov/>, ECI; Multiple Tables, Total Compensation, Private Industry, Financial Activities, Not Seasonally Adjusted; CIU2010000110000A (B))



**Appendix B: Fee Schedule
Management Fee Schedule and Rates for Out-of-Pocket Costs**



200 S. Orange Ave.,
Suite 760
Orlando, FL 32801
407.648.2208

pfm.com

Re: RFP 8300: Financial Advisory Services – Best and Final Offer

RFP No. 8300
Financial Advisory Services

Firm <u>PFM Financial Advisors LLC</u>				
Bond Issue 1 - \$70 million				
Note Issue 2 - \$25 million				
Item No.	Description	Rate	Bond Issue	Note Issue
	Detail Summary Line Item		1	2
1	Management & Service Fees	See Note below related to transactional work not being billed based on hourly rates		
	Out-of-Pocket Costs			
2	Staff Time (hours) - Principal *	See Note below related to transactional work not being billed based on hourly rates		
3	Staff Time (hours) - Professional Staff *	See Note below related to transactional work not being billed based on hourly rates		
4	Staff Time (hours) Paraprofessional Staff *	See Note below related to transactional work not being billed based on hourly rates		
5	Other costs - non travel	Flat fee of \$500 per transaction		
6	Travel costs - see Note below	Covered by amount in #5 above		
	Total:	\$ -	\$ -	\$ -
	Other Fee Methodology: State method and amount as well as any minimum fees			
7		For work related to bond issues/transactions, PFM charges a per bond fee which is outlined on the following page (see Transactional Fees Based on Percentage of		
8	Up to \$25 Million	\$0.85	\$ 21,250.00	\$ 21,250.00
9	Between \$25 Million and \$50 Million	\$0.70	\$ 17,500.00	\$ -
10	Over \$50 Million	\$0.50	\$ 10,000.00	\$ -
11	Minimum fee for fee structure (per hour, etc.) of any other Financial Advisory Services	N/A		
12	Minimum fee per issue	\$18,500		
13	Grant Total:	\$ -	\$ 48,750.00	\$ 21,250.00
* These estimated times include meeting time only. If your firm's fees will include travel time, add the appropriate number of hours to the estimates.				
** Rate for travel charged to the city can be shown in total for each trip (assuming 1 meal), or separately as mileage and meal				
NOTE: Refer to Florida §112.061 as it relates to reimbursable travel expenses				
NOTE: If item is NOT to be billed separately, and is included in the management fee or hourly rate, enter "NONE" in the Rate column.				



Transactional Fees Based on Percentage of Debt Issued:

PFM proposes the following compensation schedule on debt transactions including bonds, notes, loans, capital leases and other debt obligations (whether taxable or tax-exempt, fixed rate or variable). Negotiated and competitive transactions are billed at the same rate.

Price Per \$1,000 Per Bond Issue For Bond Related Work

Up to \$25 million	\$0.85 per \$1,000
Between \$25 million and \$50 million	\$0.70 per \$1,000
Over \$50 million	\$0.50 per \$1,000
Minimum Debt Transaction Fee	\$18,500



200 S. Orange Ave.,
Suite 760
Orlando, FL 32801
407.648.2208

pfm.com

Non-Transactional Fees Based on Hourly Rates:

PFM is providing the below hourly rate schedule as requested in the RFP. However, PFM rarely bills for non-transactional work unless it is agreed to in writing prior to the commencement of any work. Note, if subject matter experts are brought in to assist with assignments requested by the City, the hourly rate for these professionals will be outlined via separate agreement with the City. As an alternative to hourly rates, PFM proposes a monthly retainer of \$500 to cover services that are non-transactional related.

<u>Experience Level</u>	<u>Hourly Rate</u>
Managing Director/Director/Senior Managing Consultant	\$185.00
Senior Analyst/Analyst	\$170.00
Administrative	\$0.00

Certificate Of Completion

Envelope Id: B2BE043A04204F6D94E3B2A53E994566 Status: Completed
Subject: First Amendment to Cooperative Purchasing Agreement-Financial Advisory Services (FIN/240275)
Source Envelope:
Document Pages: 25 Signatures: 4 Envelope Originator:
Certificate Pages: 5 Initials: 0 Porsha Ullrich
AutoNav: Enabled 110 SE Watula Avenue
Envelopeld Stamping: Enabled City Hall, Third Floor
Time Zone: (UTC-05:00) Eastern Time (US & Canada) Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original Holder: Porsha Ullrich Location: DocuSign
10/8/2024 4:11:32 PM pullrich@ocalafl.gov
Security Appliance Status: Connected Pool: StateLocal
Storage Appliance Status: Connected Pool: City of Ocala - Procurement & Contracting Location: DocuSign

Signer Events

James W. Glover
gloverj@pfm.com
Managing Director
Security Level: Email, Account Authentication (None)

Signature

Signed by:
James W. Glover
C488C6B0F40B4B1...
Signature Adoption: Pre-selected Style
Using IP Address: 155.190.8.6

Timestamp

Sent: 10/8/2024 4:18:01 PM
Viewed: 10/8/2024 4:31:33 PM
Signed: 10/8/2024 4:32:13 PM

Electronic Record and Signature Disclosure:

Accepted: 10/8/2024 4:31:33 PM
ID: c75a1e13-8525-4895-8029-e3d7f252733d

William E. Sexton
wsexton@ocalafl.org
City Attorney
City of Ocala
Security Level: Email, Account Authentication (None)

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...
Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

Sent: 10/8/2024 4:32:15 PM
Viewed: 10/9/2024 10:05:57 AM
Signed: 10/9/2024 10:06:07 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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

Signed by:
Janice Mitchell
55198B43858A4E1...
Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

Sent: 10/9/2024 10:06:09 AM
Viewed: 10/9/2024 10:30:59 AM
Signed: 10/9/2024 10:31:20 AM

Electronic Record and Signature Disclosure:

Accepted: 10/9/2024 10:30:59 AM
ID: 03642864-7f6e-4881-9e5e-41a9b04cb4e2

Angel B. Jacobs
ajacobs@ocalafl.org
City Clerk
Security Level: Email, Account Authentication (None)

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...
Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

Sent: 10/9/2024 10:31:21 AM
Viewed: 10/9/2024 10:42:14 AM
Signed: 10/9/2024 10:42:28 AM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Accepted: 10/9/2024 10:42:14 AM
ID: 5f18b362-e1bc-40b1-938f-e3620f568726

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	10/9/2024 10:42:14 AM
Signing Complete	Security Checked	10/9/2024 10:42:28 AM
Completed	Security Checked	10/9/2024 10:42:28 AM

Payment Events	Status	Timestamps
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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.