

FIRST AMENDMENT TO DRONE LIGHT SHOW SERVICES AGREEMENT

THIS FIRST AMENDMENT TO DRONE LIGHT SHOW SERVICES AGREEMENT ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SKY ELEMENTS, LLC**, a limited liability company duly organized in the state of Texas and authorized to do business in the state of Florida (EIN# 86-2486817) ("Contractor").

WHEREAS, on February 14, 2024, City and Contractor entered into a Drone Light Show Services Agreement (the "Original Agreement"), City of Ocala Contract Number: REC/240074 for a term of one (1) year, from February 7, 2024 to February 6, 2025; and

WHEREAS, the City and Contractor wish to extend the contract term, and to amend the scope of services to be performed.

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 Contractor agree as follows:

1. **RECITALS.** City and Contractor 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 Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year term beginning **FEBRUARY 7, 2025** and terminating **FEBRUARY 6, 2027**.
4. **AMENDMENT TO EXHIBIT A.** The document titled **Exhibit A – Scope of Work** is hereby deleted in its entirety and replaced with the attached **Amended Exhibit A – Scope of Work**.
5. **COMPENSATION.** City shall pay Contractor as full and complete compensation for the timely and satisfactory performance of services in accordance with the Contract Documents in accordance with the pricing schedule below.

Year	Amount
2025	\$150,000
2026	\$150,000

The pricing in this Agreement may only be adjusted by written amendment executed by both parties.

6. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Sky Elements, LLC
Attn: Rick Boss
3819 Rufe Snow Drive, Suite 203
North Richland Hills, Texas 76180
PH: 214-727-7147
E-mail: rick@skyelementsdrones.com

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
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

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

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

IN WITNESS WHEREOF, the parties have executed this First Amendment on

ATTEST:**CITY OF OCALA**

Angel B. Jacobs
City Clerk

Barry Mansfield
City Council President

Approved as to form and legality:**SKY ELEMENTS, LLC**

By: _____

By: _____
(Printed Name)

Title: _____

Title: _____
(Title of Authorized Signatory)

BACKGROUND

Vendor shall conduct a drone light show display using **SIX HUNDRED (600) DRONES** approximately **EIGHTEEN (18) MINUTES** in length with a minimum of **FIFTEEN (15) MINUTES** in the air in a combined column for a Fourth of July celebration event in the vicinity of downtown Ocala, Florida. Vendor will work closely with the City's Recreation and Parks Department staff for this project.

The event is anticipated to attract a large audience and will be a central feature of the City's Independence Day celebrations.

Vendor shall provide a complete show consisting of custom formations, animations, and synchronization.

Location: Tuscawilla Park

REQUIREMENTS

Requirement: Vendor must comply with all Federal Aviation Administration (FAA) rules and restrictions, including licenses of drone operators, providing sufficient personnel on-site to ensure a safe public display, and obtaining all necessary licenses and permits through the City of Ocala.

PROJECT OBJECTIVES

1. Create a visually stunning and technologically advanced drone show that captivates and entertains the community.
2. Celebrate Independence Day with a memorable and safe aerial display that aligns with the patriotic theme of the event.
3. Enhance the overall Fourth of July festivities and contribute to the sense of community and pride in Ocala.

VENDOR RESPONSIBILITIES

1. Develop a creative and visually captivating drone show concept in alignment with the Fourth of July theme. Additionally, the Vendor shall coordinate with local authorities to ensure compliance with all applicable regulations and obtain necessary permits.
2. Provide a fleet of drones equipped with the latest technology to create intricate and synchronized aerial displays.
3. Create a choreographed drone show that includes patriotic and festive formations, patterns, and shapes. Additionally, the Vendor is expected to synchronize the drone performance with a selected soundtrack that enhances the audience's viewing experience.
4. The Vendor will implement comprehensive safety measures and protocols to ensure a safe and incident-free drone show.
5. Coordinate with City Project Manager regarding all site logistics management to ensure the drone show is well produced. Vendor will conduct rehearsals and testing to ensure the accuracy and precision of the drone show.

6. Complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
7. Provide program management including program staffing, maintaining safety, site setup, execution of the show, and breakdown in coordination with City staff.
8. Obtain and pay for any licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.

VENDOR RESPONSIBILITIES

1. Vendor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Vendor shall provide an assigned project manager, who will be the primary point of contact. Vendor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Vendor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Vendor must each be promptly notified by the other of any complaints received.
4. Vendor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Vendor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Vendor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company vehicles must display a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

1. City will provide adequate venue space for the launch site.
2. City will provide security as needed for set up, execution, and breakdown of the show.

SUB-CONTRACTORS

1. Vendor must perform a minimum of 80% of the work with their own forces.
2. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

SAFETY

1. The Vendor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Vendor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Vendor's responsibility.