



AGREEMENT TO OFFER VOLUNTARY BENEFITS

This Agreement To Offer Voluntary Benefits (“Agreement”) is entered into on March 1, 2025 (the “Effective Date”), between Nationwide Mutual Insurance Company (“Nationwide”), and City of Ocala (“Company”). Nationwide and Company are each a “party” and together are “parties” to this Agreement.

Recitals

Nationwide, through its subsidiary companies is an admitted insurance company domiciled in Ohio, and licensed and operating under applicable Ohio law. Nationwide has obtained all applicable state licenses for the sale of Nationwide® pet health insurance and wellness plans in the United States through its underwriters, Veterinary Pet Insurance Company and National Casualty Company; and

Company desires to provide Nationwide® pet health insurance products and services to its eligible employees as a voluntary benefit, and is willing to communicate the availability of these products and services as part of its normal employee communications.

Agreement

1. Definitions

The following terms have the meaning set forth below. Definitions refer to the singular or plural as the context requires:

- A. “Eligible Individual” means an employee residing in the United States, to whom Voluntary Benefits are to be offered through Company or Company’s agent, broker, or administrator.

2. Services

- A. Sales Materials. Nationwide will provide any reasonable assistance requested by Company to develop additional sales material related to pet insurance, and review all sales material to confirm compliance with Nationwide guidelines and all applicable laws relating to the sale of pet insurance. Any proposed sales material referring to pet insurance must be acceptable to both parties before use. Company may insert Nationwide approved brochures or other marketing content in any of its communications to its employees during the term of this Agreement. Any media broadcast regarding product availability including e-mail or electronic communications, press releases, television, and radio or print advertisements financed by Company must be reviewed and receive prior written approval by Nationwide before its use, and inform Company’s employees regarding certain applicable discounts as described in this Agreement.

- B. Company Duties

Commencing upon the date that Nationwide’s pet insurance products and services are offered by Company to Eligible Individuals:

- i. Company will post an approved Nationwide link on its employee benefits intranet site to an appropriate Nationwide pet insurance website/landing page.
- ii. Company will use reasonable efforts to communicate the availability of Nationwide’s pet insurance products and services to its Eligible Individuals consistent with Subsection 2.A.
- iii. If premiums for this group are paid in part, in full, or through payroll deduction by Company, Company agrees to remit all payments in a timely fashion, upon receipt of a payroll deduction file from Nationwide, either directly to Nationwide’s agency of record for pet insurance, DVM Insurance Agency, or through Company’s benefits administrator.
- iv. Change in Status. If an enrolled Eligible Individual’s eligibility status changes, Company or Company’s benefit administrator will notify Nationwide within 30 business days of learning of any status change. Company or its benefits administrator will stop payroll deduction administration and where applicable, Nationwide will

arrange direct bill with respect to any Eligible Individual who has elected to pay for pet insurance through payroll deduction, if the individual:

- (a) opts to discontinue paying for pet insurance through payroll deduction;
 - (b) terminates employment for any reason;
 - (c) for any reason Company determine not to offer payroll deductions for pet insurance products;
 - (d) changes residency to be outside the United States; or
 - (e) dies.
- v. Company is not responsible for screening any pet insurance applicants or existing policyholders, verifying eligibility for applicants or existing policyholders or taking any measures to ensure they comply with Nationwide's underwriting requirements.
 - vi. If applicable, Company will maintain all required licenses in order to perform agent/broker type functions related to marketing pet insurance that are the subject of this Agreement. Company holds and must continue to hold broker of record status for each enrolled Eligible Individual participating in the Program.

C. Nationwide's Duties

- i. Nationwide will provide and deliver all administrative, technical, support and related services necessary to deliver the pet insurance products and services described in this Agreement within the time deadlines established by the parties, and also timely deliver or provide access to Nationwide approved brochures or other agreed-upon marketing materials for Company's distribution to its membership.
- ii. Nationwide will provide, or coordinate the provision of, an enrollment method that identifies the Eligible Individuals of the Company for its pet insurance products. Nationwide will provide all necessary links and a dedicated URL on the Nationwide enrollment server to the Company to establish online enrollment. The enrollment page will be accessed from a link to the Nationwide server on the Company's Web site or employee benefits intranet. Nationwide will also provide a toll-free number which will be manned by licensed individuals during Nationwide normal sales hours. Eligible Individuals must obtain Nationwide pet insurance through: (1) a dedicated internet URL link to a custom landing page from which the Eligible Individual can proceed through the enrollment process on Nationwide's petinsurance.com website; (2) toll-free phone numbers; or (3) integration of a benefit platform with enrollment services.
- iii. Nationwide will provide Company with a payroll deduction file in a format mutually agreeable to the parties that identifies each policyholder and the amount of premium to be deducted from the policyholder's paycheck.
- iv. Except as expressly provided in Section 2B, Nationwide will be solely responsible for administering the group program, including processing applications, billing and collection of premiums, claims administration, processing of changes and renewals, and responding to questions from employees. All transactions relating to Nationwide policies, other than Company's collection and remittance of premium payments through payroll deductions, will take place between Nationwide and the insured. Company will have no obligation with regard to policies, products or services offered or provided by Nationwide.

3. Ownership and Rights to Use Nationwide Information Content; Grant of License by Nationwide

- A. Ownership. The parties agree that as between Company and Nationwide, Nationwide is the sole owner of the marketing content and policy information content produced by Nationwide under this Agreement for the restricted use in this voluntary benefits program. This Agreement does not convey to Nationwide any ownership or other rights in any intellectual property of Company or its affiliates, by implication, estoppel or otherwise except for the rights expressly granted under this Agreement.
- B. Trademark License. Nationwide grants Company a non-exclusive license to use its service marks, trademarks and logos (“Marks”) in its marketing activities as described in this Agreement, including use on any of Company’s websites and portals and on marketing materials developed for Company. Nationwide warrants and represents that it has all rights necessary to grant Company the licenses and rights to use its Marks. Company may not modify any graphic images or text in any manner. The license will end on the termination of this Agreement as defined under Section 7. Nationwide retains full and exclusive right, title, and ownership interest in and to its Marks, together with any intellectual property rights.
- C. Links.
 - i. Nationwide hereby grants Company the right to provide access to Nationwide’s website to all Eligible Individuals through the link(s) provided to Company.
 - ii. The parties will cooperate to establish requirements regarding the link(s) and the display of Nationwide Marks and other materials that are provided by Nationwide for such display, however, provided Company complies with the license granted to it under this Agreement, Company ultimately retains sole control and discretion over its websites.
 - iii. Nationwide is solely responsible for (i) the development, operation, and maintenance of, as well as providing access to, the Nationwide website, including all necessary physical space, hardware, software, communications, and other technology, and for (ii) all materials that appear on the Nationwide website, including the accuracy and appropriateness of such materials and ensuring that materials posted on the Nationwide website comply with all applicable laws. In any case, Company is not responsible for and will have no liability with respect to Nationwide’s website.

4. **Costs and Expenses**

Company and Nationwide agree that Nationwide, as an independent service provider, will offer specified pet insurance and wellness products and services to Company’s Eligible Individuals. Nationwide acknowledges and agrees that Nationwide’s products and services will be offered and provided at Nationwide’s sole expense and risk. Nationwide acknowledges that Company’s employees will be transacting business with Nationwide as private individuals and using Nationwide products and services for their personal use, and not in their capacity as employees of Company.

5. **Policy Discounts**

Eligible Individuals will be offered pet insurance as a Voluntary Benefit at a special rate that is 5% lower than Nationwide’s standard premium rate as applicable, with some products including preferential pricing where available. The preferred rate applies only to base policies and no group discount is available on plan policy riders/endorsements or policy fees.

6. **Representations & Warranties**

A. Nationwide represents and warrants that:

- i. Nationwide, through its subsidiary companies, is and will at all times during the term of this Agreement remain, a duly licensed insurance company licensed to sell its pet insurance policies and products in all 50 states and the District of Columbia;
- ii. Nationwide’s pet insurance products and services, marketing materials, promotional items, and all copy, text, images, offers, promotions and programs will at all times comply with all applicable laws and regulations, including any insurance regulatory

and consumer protection requirements, and Telephone Consumer Protection Act (“TCPA”) compliance;

- iii. There is no claim, controversy, action, suit, proceeding or investigation pending or, to Nationwide’s knowledge threatened, that would adversely affect this Agreement or Nationwide’s performance under this Agreement;
- iv. Nationwide has all necessary intellectual property and other rights to perform the services, grant the licenses, and deliver the pet insurance products and services offered hereunder; and
- v. The products and services provided by Nationwide conform to any published specifications and documentation and shall be free from any viruses, worms, Trojan horses or other harmful or malicious code or components, and free from any “self-help” code or other disabling code.

B. Nationwide and Company represent and warrant that:

- i. Each party has the full power and authority to carry out and perform its undertakings and obligations under this Agreement;
- ii. Each party is duly incorporated or organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or formation;
- iii. Each party’s trademarks, service marks, trade names, logos, or other commercial or product designations do not infringe on the trademarks, service marks, or other intellectual property of others; and

7. Term and Termination

The term of this Agreement is for an initial term of 1 year, commencing as of the Effective Date listed above, and will renew for successive 1-year terms upon written agreement between the parties unless terminated pursuant to this section. Either party may terminate this Agreement for any or no reason with no less than 60 days’ written notice, and in the case of termination, will cooperate with transitioning policyholders either to direct pay or to a new benefits administrator that Company may retain. Upon the termination or expiration of this Agreement, the parties will cooperate with transitioning policyholders to direct pay. The parties shall use their best efforts to cooperate in accomplishing a speedy and orderly transition consistent with the request of the policyholders.

8. Ownership of Policyholder Records

Nationwide will maintain exclusive ownership and use of the policyholder list generated from completed quotes and successful enrollments from this voluntary benefits program. Company understands that Nationwide cannot, due to its strict privacy policy, provide Company any personal information or data on any policyholders or inquiries other than as needed to perform its obligations under this Agreement including collecting and remitting payroll deductions for the payment of policy premiums. Subject to the requirements of Section 9 (Confidentiality), Nationwide will be the sole owner of all policyholder records it establishes in providing its Services to Company’s Eligible Individuals. Policyholder records and related data created by Nationwide are Nationwide Confidential Information.

9. Confidentiality

- A. Neither Party to Disclose. Nationwide and Company recognize that in the course of performing this Agreement the parties may obtain the confidential, proprietary or other business information of the other party. Nationwide and Company will not, without the prior written consent of the disclosing party, divulge or make available to any third-party, or use for its own purposes, any of the following information of the disclosing party: (a) customer lists, including lists of Company’s members and eligible Individuals (b) business plans, (c) any term of this Agreement, (d) any information provided to the other under an obligation of confidentiality before the effective date of this Agreement, or (e) other information designated, in writing, by a party as confidential (“Confidential Information”), except if

disclosure is legally required to be made pursuant to a judicial or governmental order. The receiving party will keep the disclosing party's Confidential Information in strictest confidence.

- B. Employee Information. Nationwide will treat non-public personal information about any of Company's employees, retirees, or their family members including, but not limited to, the name, address, telephone number, e-mail address, social security number, employee identification number, policy numbers and financial information, as well as any employee list or similar compilation of employee information (collectively, "Employee Information" or "Personally Identifiable Information"), as confidential information. Nationwide will in most circumstances obtain Employee Information directly from Company's employees, etc., and use any Employee Information only for the purpose of performing services under this program.
- C. Protecting Employee and Confidential Information. Nationwide will protect Confidential Information and Employee Information according to commercially acceptable best standards and no less rigorously than it protects its own confidential information. Nationwide will use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Employee Information received from, or on behalf of Company. Nationwide will only disclose Employee Information to third parties who are performing services for on behalf of Nationwide, and only if the third parties have agreed in writing to abide by the same standards as set forth in this paragraph for protecting the confidentiality of the Employee Information. Nationwide and Company will not use any information about Company's employees/potential policyholders that it obtains or compiles in the course of performing this Agreement for any purpose other than to fulfill its obligations under this Agreement and will only disclose such information to any third party who is performing services for or on behalf of Nationwide in connection with this Agreement on an as-needed basis. Each party retains sole ownership of its Confidential Information after its disclosure. Disclosure will not create any rights in the party receiving the Confidential Information other than the right to examine, discuss, and use it, as provided in this Agreement.
- D. Return of Confidential Information. Upon request, each party will either return the other party's Confidential Information or provide written notice certifying that it has destroyed the Confidential Information within thirty (30) days after receiving written instructions from the other party, unless this is inconsistent with the other party's applicable records retention, legal, or regulatory requirements, provided the obligations of this Agreement will survive for so long as the Confidential Information is retained.

10. **Data Security**

If Company will perform a conveyance of premiums through payroll deductions and/or share electronic files with Nationwide that includes Personally Identifiable Information, Company will meet the following requirements for integration:

- A. Company certifies that it has implemented appropriate measures, including the establishment and maintenance of policies, procedures, and technical, physical, and administrative safeguards that meet the requirements of industry standards, to (a) ensure the security and confidentiality of the Confidential Information (including Personally Identifiable Information), (b) protect against any reasonably foreseeable threats or hazards to the security or integrity of Confidential Information, (c) protect against unauthorized access to or use of Confidential Information, (d) protect the Confidential Information from loss, corruption, or disclosure to a party other than the intended recipient, and (e) ensure appropriate disposal of Confidential Information (collectively, the "Information Security Program"). To the extent Personally Identifiable Information is or may be disclosed to Company or is or may be otherwise received or accessed by Company under this Agreement, the Information Security Program will be designed to meet applicable standards established by federal and state privacy and data security laws, rules, and regulations. Company will periodically test and audit its Information Security Program. Company will take full responsibility for safeguarding Confidential Information.
- B. Company will respond to Nationwide's reasonable requests for information concerning Company's Information Security Program or other risk management controls and, upon request, Company will

provide a copy of its applicable information security policies and procedures to Nationwide. Company also agrees, when requested, to complete the security questionnaire provided by Nationwide. Company agrees to resolve promptly any applicable control deficiencies related to Company's Information Security Program that are identified through the completion of the questionnaire or otherwise.

- C. In the event Company uses, accesses, or connects to Nationwide's network, Company's Information Security Program must comply with the National Institute of Standards and Technology's (NIST) Framework for Improving Critical Infrastructure Cybersecurity, the International Organization for Standardization and the International Electrotechnical Commission (ISO/IEC) 27000 family of standards, or other applicable industry standards for information security. Except as otherwise approved by Nationwide in writing, Company shall logically separate its access or connection to Nationwide's network from Company's access or connection to any network of Company's other customers. Company shall only allow users who have been authorized by Nationwide to use, access, or connect to Nationwide's network. If Company uses devices that are not provided by Nationwide to access or connect to Nationwide's Network, Company shall appropriately secure such devices, including by routinely checking such devices for computer viruses or malware using up-to-date anti-virus software and anti-spyware in accordance with industry standard practices. Unless otherwise agreed in writing, Company shall not use its security devices, utilities, scripts, or other hardware or software to scan Nationwide's network or to circumvent, intentionally or otherwise, Nationwide's security controls.
- D. Company will take full responsibility for Access Codes (as defined below). Company will immediately notify Nationwide in the event of any loss, theft or unauthorized disclosure or use of any Access Codes or if Company has reason to believe that its access to Nationwide's applications and networks is no longer secure for any reason. "**Access Codes**" means the codes (including, without limitation, account codes, passwords, user identifications or such other means) to control or permit access to Nationwide's applications and networks provided to Company by Nationwide.
- E. Company shall, without unreasonable delay no longer than 72 hours, notify Nationwide, specifically Nationwide's Cyber Security Operations Center at securityincident@nationwide.com (or any contact information specified by Nationwide in writing), of any unauthorized access to Confidential Information that compromises the security or confidentiality of such information (the "**Breach of Security**"). Company shall promptly furnish to Nationwide full details of such Breach of Security and assist Nationwide in investigating the Breach of Security. Company shall cooperate with Nationwide in any litigation and investigation against third parties deemed necessary by Nationwide to protect Nationwide's proprietary or other rights as a result of the Breach of Security. Company shall use reasonable precautions to prevent a recurrence of the Breach of Security. Company shall take all reasonable and appropriate action to mitigate any potential harm related to the Breach of Security, including any reasonable steps requested by Nationwide. Company shall bear all costs it incurs in complying with this section.

11. Indemnification

- A. General Indemnities. Each party will defend, indemnify and hold the other party and its affiliated and subsidiary companies and their respective officers, directors, employees, agents, contractors, successors, and assigns harmless from and against any and all damages, losses, fines, penalties, costs, and other amounts (including reasonable attorney's fees and expenses) (collectively, "Losses") arising from or in connection with any actual or threatened claims, demands, investigations, and causes of actions by third parties (each a "Claim") to the extent such Claim is based on or arises from or relates to (i) bodily injury (including death) or damage to or loss of any tangible property caused by the actions or omissions of the other party and their respective officers, directors, employees, agents, contractors, successors and assigns or (ii) any breach or default of any provision of this Agreement; or (iii) grossly negligent or intentional acts, errors, or omissions caused by the other party and their respective officers, directors, employees, agents, contractors, successors and assigns.
- B. The individual member-policyholder will be solely responsible to Nationwide for all premium payments and other obligations arising under any Nationwide insurance policy, and Company is held harmless. Nationwide will be responsible for handling all customer complaints relating to Nationwide, the

acquisition of, or claims arising under any Nationwide insurance policy, and reimbursements due to customer dissatisfaction.

- C. Nationwide will assume sole responsibility for its own actions, including the acts and omissions of Nationwide, its affiliates, contractors, agents, employees and permitted assigns. Nationwide will indemnify, hold harmless and, upon Company's request, defend Company and its subsidiaries and affiliates, and their respective directors, officers, employees and agents from and against all Claims, liabilities, actions, demands, settlements, damages, costs, fees and losses of any type, including reasonable attorneys' and professionals' fees and costs, arising in whole or in part in connection with (a) any bodily injury, personal injury, death or property damage caused by any negligent act, omission or willful misconduct of Nationwide or its personnel; or (b) the failure of Nationwide or its personnel to comply with the terms of this Agreement or any applicable law.

12. Notices

Any notice required or permitted by this Agreement must be in writing and will be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, postage pre-paid (e.g., FedEx, UPS or U.S. Postal Service Express Mail), or e-mail if the notice is addressed to the party to be notified at that party's physical address or e-mail address as set forth below, or as subsequently modified by written notice. Any party may change its address for notice purposes with written notice to the other party.

To Company

Company: **City of Ocala, Devan Kikendall**
Email Address: **dkikendall@ocalafl.gov**

To Nationwide

Attn: VP of Sales
Nationwide Mutual Insurance Company
One Nationwide Plaza, CA-02-BRE1, Columbus, OH 43215
PO Box 182965, Columbus OH 43218
groupaccountsales@nationwide.com

13. Assignment

Neither party may transfer or assign any rights, in whole nor in part, whether voluntarily or by operation of law, without the prior written consent of the other party, which will not be unreasonably withheld. Any purported transfer, assignment or delegation in violation of the foregoing will be null and void and of no force or effect. However, either party may assign this Agreement, with prior written notice to the other party, to the surviving entity in a merger, acquisition, reorganization or consolidation in which it participates or to a purchaser of all or substantially all of its assets or voting stock provided that Nationwide will have the right to immediately terminate this Agreement in the event that Company assigns this Agreement to any competitor of Nationwide. Any assignment, transfer or delegation of rights or obligations hereunder in contravention of this Section will be null and void. This Agreement will be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns.

14. Dispute Resolution; Equitable Relief

- A. Governing Law. This Agreement will be governed by the laws of Ohio without regard to its choice of law principles.
- B. Venue. The exclusive jurisdiction for any lawsuit addressing any dispute under this Agreement will be any state or federal court of competent jurisdiction in Franklin County, Ohio.
- C. Dispute Resolution; Equitable Relief. The parties agree that, in the event of a dispute or alleged breach, they will first work together in good faith to resolve the matter internally through negotiations and, if necessary, by escalating it to higher levels of management. The foregoing will not apply to, and not

prevent a party from seeking immediate relief in the event of, disputes involving the confidentiality provision of this Agreement or infringement of intellectual property rights (in which case either party will be free to seek available remedies in a court of competent jurisdiction in accordance with the Governing Law section above).

15. **Limitation of Liability**

EXCEPT FOR CLAIMS RELATING TO EITHER PARTY'S BREACH OF SECTIONS REGARDING CONFIDENTIALITY, REPRESENTATIONS & WARRANTIES, OR INDEMNIFICATION, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, OR LOSS OF GOOD WILL) ARISING UNDER OR IN CONNECTION WITH A BREACH OR ALLEGED BREACH OF THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY DAMAGES AND COSTS PAYABLE TO THIRD PARTIES WILL BE CONSTRUED AS DIRECT DAMAGES.

16. **Miscellaneous**

- A. Entire Agreement and Modification. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof. This Agreement supersedes all prior or contemporaneous representations, discussion, negotiations, letters, proposals agreements and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. This Agreement may be amended, modified or supplemented only in a writing duly executed by an authorized representative of each of Nationwide and Company.
- B. Headings. The Section headings in this Agreement are for reference and convenience only and do not explain, modify, interpret, or expand the provisions of this Agreement. The Recitals are a material part of this Agreement.
- C. Counterparts. This Agreement may be executed in counterparts. The counterparts will be deemed originals, and both together will be one fully executed Agreement binding on the parties. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, will constitute the original signature.
- D. Independent Contractors. In making and performing under this Agreement, the parties are acting and will act as independent contractors and not that of master and servant or partnership. Neither party is, nor will be deemed to be, an agent, legal representative, joint venture, or partner of the other party for any purpose. Neither party shall have any authority to act for or to bind the other party in any respect, nor shall either party hold itself out as having such authority. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employer's liability, worker's compensation, social security, unemployment insurance, health insurance, and Occupational Safety and Health Administration requirements, and other Laws.
- E. Contract Interpretation. Neither party will be considered to have drafted this Agreement if any issue arises about the meaning or construction of any term, heading or section.
- F. No Exclusive Relationship. Nationwide retains the right to direct market group plans to national, regional, and local organizations and businesses on its own or through other brokers or intermediaries.
- G. Remedies Cumulative. No right or remedy herein conferred upon or reserved to either party is intended to be exclusive of any other right or remedy unless otherwise specified herein, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Agreement, or under applicable Law, unless otherwise specified herein, whether now or hereafter existing.
- H. Force Majeure. A party will be excused from failures or delays in delivery or performance if the failure or delay is attributable to causes beyond the reasonable control of the party which makes performance or delivery commercially impractical and the failure or delay could not have been prevented or circumvented by the non-performing party through the use of alternate sources, workaround plans, or other reasonable precautions. In the event of any such delay, the time of delivery or performance and time of payment will be extended for a period of time equal to the time lost by reason of such delay.

(unless otherwise specified in writing between the parties) provided that the non-performing party continues to use its best efforts to recommence performance as soon as possible and to whatever extent possible without delay. The non-performing party will immediately notify the party to whom performance is due and describe at a reasonable level of detail the circumstances causing the failure or delay.

- I. Severability. If any of the provisions of this Agreement are declared to be invalid or unenforceable by a court of competent jurisdiction, the provisions will be ineffective to the extent of the invalidity or unenforceability while the other provisions hereof will remain in full force and effect.
- J. Waiver. No term or provision of this Agreement will be deemed waived, and no breach excused, unless such waiver or consent is in writing and signed on behalf of the party against whom it is asserted. Any consent by any party to, or waiver of, a breach of the other, whether express or implied, will not constitute consent to, waiver of, or excuse for any different or subsequent breach of this Agreement by such party.
- K. Survival. The provisions of this Agreement, which by their nature survive expiration or termination of this Agreement, will survive, including, but not limited to the following Sections: CONFIDENTIALITY, REPRESENTATIONS AND WARRANTIES, INDEMNITIES, MISCELLANEOUS, LIMITATION OF LIABILITY, AND DISPUTE RESOLUTION.
- L. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to waive sovereign immunity by the Company to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
- M. PUBLIC RECORDS. Nationwide shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Nationwide 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 Nationwide 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 Nationwide or keep and maintain public records required by the public agency to perform the service. If Nationwide transfers all public records to the public agency upon completion of the contract, Nationwide shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Nationwide keeps and maintains public records upon completion of the contract, Nationwide 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 NATIONWIDE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NATIONWIDE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

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PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO.

Accepted:

Nationwide Mutual Insurance Company

Melissa Lovely

Authorized Officer Name

VP, Sales - Pet

Authorized Officer Title

Melissa Lovely

May 7, 2025

Signature of Authorized Officer

City of Ocala

Christopher Watt

Authorized Officer Name

Chief of Staff

Authorized Officer Title

DocuSigned by:

Christopher Watt

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Signature

Approved as to form and legality:

Signed by:

William E. Sexton, Esq.

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Certificate Of Completion

Envelope Id: 42288CAB-EC48-4814-BD98-42A6159DC626
 Subject: SIGNATURE - Voluntary Benefits Agreement - Nationwide
 Source Envelope:
 Document Pages: 10
 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 5/20/2025 3:52:46 PM	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.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 B07DCFC4E86E429...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Timestamp

Sent: 5/20/2025 3:56:48 PM
 Viewed: 5/21/2025 11:02:12 AM
 Signed: 5/21/2025 11:28:10 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Christopher Watt
 cwatt@ocalafl.org
 Chief of Staff
 Security Level: Email, Account Authentication (None)

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 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

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Electronic Record and Signature Disclosure:

Accepted: 5/21/2025 12:44:42 PM
 ID: db758278-a04c-4f3a-abe0-cf38b37e9780

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 Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/20/2025 3:56:48 PM
Certified Delivered	Security Checked	5/21/2025 12:44:42 PM
Signing Complete	Security Checked	5/21/2025 12:45:28 PM
Completed	Security Checked	5/21/2025 12:45:28 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

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.