Ocala City Council Agenda - Revised
Tuesday, September 16, 2025

Meeting Information

Location
Ocala City Hall
110 SE Watula Avenue
Second Floor - Council Chambers
Ocala, Florida

https://www.ocalafl.gov/meetings

Time
4:00 PM

Council Members
Kristen Dreyer, Council President
Ire Bethea Sr., Pro Tem
James P. Hilty Sr.
Barry Mansfield
Jay A. Musleh

Mayor
Ben Marciano

City Manager
Peter Lee

Mission Statement

The City of Ocala provides fiscally responsible services consistent with the community's current and future expectations.

City Council's Strategic Priorities

Priority 1: Economic hub
Priority 2: Fiscally sustainable
Priority 3: Engaged workforce
Priority 4: Operational excellence
Priority 5: Quality of place

WELCOME!
Citizens are encouraged to participate in City of Ocala meetings. Speakers wishing to provide public comments to the City Council should complete a written public comment form and shall submit said form to the City Clerk prior to the meeting being called to order. Unless otherwise permitted, no person shall be permitted to provide public comments to City Council if they have not completed and submitted a public comment card prior to the meeting being called to order. Speakers will be limited to 3 (three) minutes. Additional time may be granted by the Council President. When recognized, state name and address. Citizen groups are asked to name a spokesperson.

The City of Ocala encourages civility in public discourse and requests that speakers limit their comments to specific motions and direct their comments to the Council. Cell phones should be turned off or set to vibrate.

The order of agenda items may be changed if deemed appropriate by City Council.

Citizens are encouraged to provide comments in writing to the City Clerk before meetings for inclusion into the public record. Citizens may also provide input to council members via office visits, phone calls, letters and e-mail that will become public record. In some instances, i.e., Quasi-Judicial Hearings, these particular contacts may be prohibited.

APPEALS
Any person who desires to appeal any decision at this meeting will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is made.

ADA COMPLIANCE
If reasonable accommodations are needed for you to participate in this meeting, please call the City Manager's Office at 352-629-8401 at least 48 hours in advance so arrangements can be made.

Revised: Item 10a & 10b

1. Call to Order

2. Roll Call

2a. New Employees
- Jordan Price, Ocala Fiber Network
- Zachariah Farrell, Ocala Fiber Network
- Bradley Ottinger, Public Works
- Alex Jones, Public Works
- Victor Hernandez, Water Resources

3. Public Notice

4. Proclamations and Awards

4a. Presentation of the Mayor's Citizen Recognition Award to Michael Hoffmann

4b. Presentation of the Give4Marion Day Proclamation to Ocala/Marion County Community Foundation President and Executive Director, Lauren DeIorio

4c. Presentation of the Constitution Week Proclamation to the Daughters of the American Revolution Regent, Rochelle Gerofsky

4d. Presentation of the Central Florida Community Action Agency Day Proclamation to CFCAA Board Member Dr. Gwendolyn B. Dawson

4e. Presentation of the Osceola Middle School Centennial Celebration Proclamation to Osceola Middle School Principal Renee Johnson

4f. Service Award – Sergeant Michael Diesso – Ocala Police Department - 25 Years of Service

4g. Service Award – Captain Anthony Vizzini – 25 Years of Service

5. Presentations

5a. Public Information Officer, Gregory Davis – Communications Update

5b. CEP annual presentation by Tamara Fleischhaker and Heather Shubirg

6. Consent Agenda

Consent Agenda items are considered to be routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of Council or the public request specific items to be removed for separate discussion and action.

6a. Five-year Pole Attachment Agreement between the City of Ocala and Wire 3, LLC, outlining the terms for attaching telecommunications equipment to City-owned utility poles

Presentation By: Doug Peebles

6b. Second amendment to the Agreement for Management of the Fort King Tennis Center to incorporate a management services fee in an amount not to exceed $98,800

Presentation By: Julie Johnson

6c. Assignment of an airport hangar ground lease from Townley Engineering and Manufacturing to Tem2025Holdings, Inc.

Presentation By: Matthew Grow

6d. Renewal of the annual maintenance and support contract of VMWare for the Ocala Police Department in the amount of $86,303

Presentation By: Joshua Sasso

6e. Minutes from September 3, 2025 meeting

Presentation By: Angel Jacobs

7. Consent Agenda Items Held for Discussion

Should any items be removed from the Consent Agenda for discussion, they will be discussed at this time.

8. Introduction and First Readings of Ordinances

(Second and Final Reading - October 7, 2025)

8a. Ordinance 2025-41, amending Sec. 54-31 and 54-121, Code of Ordinances, City of Ocala, Florida, providing for maximum accumulation of waste and modifying the rate for multi-family units with roll-off compactors **ORD-2025-41**

Presentation By: Darren Park

9. Public Hearings / Second and Final Readings / Adoption of Ordinances

Note: Items 9c through 9f will be heard at 5:01pm or shortly thereafter.

9a. Permit for the sale of beer and wine for on-premises consumption for Genki Izakaya, LLC., doing business as Koto Hibachi Express Sushi and Bubble Tea, located at 3811 SW College Road (Parcel 2388-002-00)(Quasi-Judicial)

Presentation By: Endira Madraveren

9b. Sale of beer, wine and liquor for on-premises consumption for Shelijen, LLC, doing business as, Staybridge Suites Ocala located at 4627 NW Blitchton Rd (Parcel 21509-001-02)(Quasi-Judicial)

Presentation By: Endira Madraveren

9c. Resolution 2025-182 to adopt the Fiscal Year 2025-26 millage rates for the Downtown Development Districts at the current rates of 1.7185 (District A), 1.6332 (District B), and 1.4699 (District C) **BR-2025-182**

Presentation By: Tammi Haslam

9d. Budget Resolution 2025-183 to adopt the Fiscal Year 2025-26 budget for the Downtown Development fund in the amount of $695,065 **BR-2025-183**

Presentation By: Tammi Haslam

9e. Resolution 2025-184 to adopt the Fiscal Year 2025-26 millage rate for the City of Ocala at the current rate of 6.6177 **BR-2025-184**

Presentation By: Tammi Haslam

9f. Budget Resolution 2025-185 to adopt the Fiscal Year 2025-26 budget for the City of Ocala in the amount of $1,152,885,830 **BR-2025-185**

Presentation By: Tammi Haslam

10. General Business

10a. Additional expenditures under the existing agreement with GFL Solid Waste Southeast LLC for solid waste disposal services in the amount of $1,719,574 for an estimated contract total of $19,368,574

Presentation By: Darren Park

10b. Award of a five-year contract to GFL Solid Waste Southeast, LLC, for the provision of solid waste disposal services with an approximate total expenditure of $19,412,250

Presentation By: Darren Park

10c. Seventh amendment to the agreement with Waste Pro of Florida, Inc. for single-stream curbside recycling with a yearly expenditure of $1,684,065

Presentation By: Darren Park

10d. Three-year contract award to Shellard Lighting Design, LLC, for holiday lighting and décor services in an aggregate amount not to exceed $508,023

Presentation By: Amy Casaletto

10e. Expenditures for a contract with CenturyLink/Lumen Technologies for bandwidth/metropolitan area network circuits in the amount of $298,296

Presentation By: Mel Poole

10f. Resolution 2025-41 to accept a Federal Aviation Administration Airport Improvement grant for the rehabilitation of the general aviation terminal apron in the amount of $2,664,891 **RES-2025-41**

Presentation By: Matthew Grow

10g. Resolution 2025-42 to accept a Federal Aviation Administration Airport Improvement grant to extend the runway safety area (Runway 36) in the amount of $225,850 **RES-2025-42**

Presentation By: Matthew Grow

10h. One year renewal with Read's Uniforms, LLC, to provide fire rescue uniforms for an annual estimated expenditure of $138,000

Presentation By: Clint Welborn

10i. Collective bargaining agreements with the Police Officer Bargaining Unit and the Lieutenants and Sergeants Bargaining Unit of the Fraternal Order of Police Lodge #129 for the period of October 1, 2025, through September 30, 2028

Presentation By: Todd Swanson

11. Internal Auditor's Report

12. City Manager's Report

13. Ocala Police Department Report

14. Ocala Fire Rescue Department Report

15. City Attorney's Report

16. Public Comments

17. Informational Items and Calendaring Items

- Tuesday, September 23, 2025 - 3:00pm - TPO Meeting - Marion County BOCC Auditorium
- Tuesday, October 7, 2025 - 4:00pm - City Council meeting - Council Chambers
- Tuesday, October 21, 2025 - 3:30pm - CRA Board meeting - Council Chambers
- Tuesday, October 21, 2025 - 4:00pm - City Council meeting - Council Chambers
- Tuesday, November 4, 2025 - 4:00pm - City Council meeting - Council Chambers
- Tuesday, November 11, 2025 - Veteran's Day - City Offices closed
- Tuesday, November 18, 2025 - 3:45pm - CRA Board meeting - Council Chambers
- Tuesday, November 18, 2025 - 4:00pm - City Council meeting - Council Chambers
- Thursday, November 25 and Friday, November 26 - Thanksgiving Holiday - City Offices closed

17a. Fully Executed Contracts Under $50,000

17b. Flood Insurance Assessment Report

18. Comments by Mayor

19. Comments by City Council Members

20. Adjournment

File #: 2025-2049 Agenda Item #: 4a.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Presentation of the Mayor's Citizen Recognition Award to Michael Hoffmann

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2025-1846 Agenda Item #: 4b.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Presentation of the Give4Marion Day Proclamation to Ocala/Marion County Community Foundation President and Executive Director, Lauren DeIorio

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2025-1922 Agenda Item #: 4c.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Presentation of the Constitution Week Proclamation to the Daughters of the American Revolution Regent, Rochelle Gerofsky

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2025-1942 Agenda Item #: 4d.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Presentation of the Central Florida Community Action Agency Day Proclamation to CFCAA Board Member Dr. Gwendolyn B. Dawson

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2025-1957 Agenda Item #: 4e.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Presentation of the Osceola Middle School Centennial Celebration Proclamation to Osceola Middle School Principal Renee Johnson

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2025-2009 Agenda Item #: 4f.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Service Award - Sergeant Michael Diesso - Ocala Police Department - 25 Years of Service

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2025-2026 Agenda Item #: 4g.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Service Award - Captain Anthony Vizzini - 25 Years of Service

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2025-1943 Agenda Item #: 5a.

Submitted By: Pamela Omichinski

Department: City Clerk

STAFF RECOMMENDATION (Motion Ready):
Public Information Officer, Gregory Davis - Communications Update

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

File #: 2025-1965 Agenda Item #: 5b.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
CEP annual presentation by Tamara Fleischhaker and Heather Shubirg

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2025-1958 Agenda Item #: 6a.

Submitted By: Brittany Craven

Presentation By: Doug Peebles

Department: Electric Utility

FORMAL TITLE:
Five-year Pole Attachment Agreement between the City of Ocala and Wire 3, LLC, outlining the terms for attaching telecommunications equipment to City-owned utility poles

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Ocala Electric Utility (OEU) currently maintains joint-use agreements with 12 communication utilities that attach their cables to our power poles. Collectively, these providers account for 49,872 individual attachments. For 2025, the approved attachment rate is $31.17 per attachment, which will generate approximately $1,554,510.24 in annual revenue for the utility.

Wire 3, LLC is the latest utility to begin installing fiber optic infrastructure within Ocala. This infrastructure enables them to distribute connectivity to homes and businesses throughout their network.

FINDINGS AND CONCLUSIONS:
Establishing joint-use agreements with providers like Wire 3, LLC offers several benefits. These partnerships increase the availability and variety of communication services for Ocala residents and businesses. At the same time, they generate additional revenue for OEU, helping offset the costs of maintaining and managing pole infrastructure. This approach supports both economic development and utility sustainability. Staff recommends approval.

FISCAL IMPACT:
As Wire 3, LLC continues to expand its fiber network within the city, the number of pole attachments will increase. This growth will lead to additional annual revenue for the City of Ocala through the established per-attachment rate. Over time, this added income will contribute to reducing the financial burden of pole maintenance and system upgrades. Revenue will be applied to account 457-343-000-000-02-34112.

PROCUREMENT REVIEW:
This Agreement has been reviewed by the Procurement and Contracting Officer in compliance with City policies.

LEGAL REVIEW:
This Agreement has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

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POLE ATTACHMENT AGREEMENT

This Pole Attachment Agreement ("Agreement") is made by and between the City of Ocala through its Ocala Electric Utility ("OEU"), hereinafter called "Owner", and Wire 3 LLC, a limited liability company organized in the state of New York and duly qualified to do business in the State of Florida, hereinafter called "Attachee."

WHEREAS, Attachee proposes to erect, maintain, and attach communication facilities to poles owned by Owner; and

WHEREAS, Owner, to the extent required by federal, state, and local law, agrees to permit the attachment of such communications facilities to its poles, in strict accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises aforesaid and the mutual covenants and agreements hereinafter set forth, the parties hereby mutually agree as follows:

ARTICLE I-SCOPE OF AGREEMENT

Section 1.0 Definitions

For the purpose of this Agreement, the following terms shall have the following meanings:

1.01 Owner shall mean the party owning the pole.

1.02 Attachee shall mean the company attaching to the Owner's pole.

1.03 "Attachment" shall mean Owner authorized contact(s) on a pole to accommodate a single messenger strand (support wire) system, with or without communication cable(s) lashed to it. This includes service drops and multiple contacts where required for construction on this single messenger strand system. Any additional contact(s) required for a second messenger strand system will be considered as a second attachment. Multiple service drops attached to a single lift (drop) pole or power pole and positioned within 12 inches vertically of one another will be considered as one attachment, other multiple service drops separated by more than 12 inches vertically will be considered as a second attachment. Any other appurtenance affixed to a pole, with the exception of risers, guy and ground wires, shall be considered as a separate attachment. Additionally, an "Attachment" is defined as any attachment by an authorized Attachee to a pole, duct, conduit, or right-of-way owned or controlled by the Owner.

1.04 "Attachee and its Contractors" shall mean the Attachee and any persons or entities who provide labor, services, or materials in connection with the establishment and maintenance of attachments to Owner's poles, including, but not limited to, contractors, subcontractors,

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sub-subcontracts, material suppliers, agents of any kind and their respective officers, supervisors, agents, and employees.

1.05 "Communication Facilities" shall mean all cables, support wires, bonding wire, grounds, guy wires, or other equipment of Attachee which is attached to Owner's poles in furtherance of Attachee's distribution service. This definition does not include power supplies or like equipment.

1.06 "Owner's Poles" are defined as either Distribution Poles or Transmission Poles to which Owner has agreed to permit attachment pursuant to this Agreement.

1.07 "Distribution Pole(s)" are defined as support supply conductors of less than 50KV and are included in FERC Account 364 "Distribution Plant Poles, Towers, & Fixtures." This includes lift (drop) poles, which normally support only service drops to the customer.

1.08 "NESC" shall mean the current edition of the "National Electrical Safety Code" as amended, including all retroactive provisions, if any, and recognizing all permitted grandfathering of installations under section 013 of the NESC.

1.09 "Notification" shall be defined as any written correspondence, email, or other electronically documented means of notifying any affected party.

1.10 "Transmission Pole(s)" are defined as support supply conductors energized above 50KV and are included in FERC Account 355, "Transmission Plant, Poles, & Fixtures."

1.11 "Service Drop" is defined as the service conductor(s) from the last pole or other aerial support to the building or other structure of the subscriber(s).

1.12 "Usable Space" is defined as the space on the utility pole above minimum grade level that is usable for the attachment of wires, cables, and related equipment.

1.13 "Streetlight Pole(s)" are defined as poles installed primarily for the function of providing street lighting or other private-area lighting, whether electrically served overhead or underground.

1.14 "Abandoned or Unused Cable" shall be defined to mean any communication cable or facility of the Attachee which is no longer part of its operational network and for which the Attachee has no documented, commercially reasonable plans for future use. This includes, but is not limited to, cables that have been replaced by a new facility, or those that have been physically disconnected from active network components for a period exceeding ninety (90) days without a plan for repair or reconnection. Upon written notice from the Owner, the Attachee shall have sixty (60) days to provide proof of active use of a suspected abandoned or unused cable.

Section 1.1 Effective Date

This Agreement shall not become effective and binding upon pole Owner until it is approved and executed by City Council and executed by the City Council President of the City of Ocala and until a fully executed copy has been returned by Attachee. One (1) fully executed copy of the Agreement shall be returned to each of the two (2) parties to this Agreement.

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Section 1.2 Term

This Agreement shall become effective upon its effective date, and if not terminated in accordance with the provisions of Section 7.1, shall continue in effect for a term of five (5) years. The Agreement shall renew automatically for an additional five-year term at the end of the initial term (the "Extended Term"), unless notice is received from Attachee at least three (3) months prior to the end of the Initial Term of its intent to not renew. The Agreement shall also automatically renew for additional five-year terms at the end of the Extended Term and every term thereafter; provided that either party may terminate the Agreement at any time thereafter by giving to the other party at least three (3) months written notice.

ARTICLE II-AUTHORITY TO ATTACH

Section 2.0 Authority to Attach

This Agreement shall be in effect in all of the OEU service territory in Florida, for which Attachee holds a valid franchise or license from a local government as required by state and local laws, or as otherwise authorized by a government authority to provide communication services to such areas in which Owner's poles are located. Upon compliance with all relevant terms and provisions of said franchise or license, if applicable, and this Agreement, Attachee is authorized to attach its communications facilities to Owner's poles.

Section 2.1 Denial of Attachment

To the extent permitted under federal, state, and local law, Owner reserves the right to deny attachment or order removal of existing attachments of facilities from any of Owner's poles including, but not limited to, poles which in the reasonable judgment of Owner (i) are required for the immediate or planned sole use of Owner, (ii) are not acceptable for attachment because of safety considerations and compatibility with existing or committed attachments of others within the available usable space on existing poles,(iii) have been installed primarily for the use of a third party, (iv) are considered streetlight poles, or (v) currently support an Abandoned or Unused Cable belonging to the Attachee, unless the permit application includes the removal of said Abandoned or Unused Cable upon completion of the new installation. Under no circumstance, except as may be approved in writing by the Owner in its sole discretion, will cable overlashing be permitted that results in an overall diameter of the cable bundle (including messenger cable) that exceeds two (2) inches.

Section 2.2 Unauthorized Attachments

Any unauthorized attachment, including but not limited to power supplies or like equipment to Owner's poles shall constitute a trespass and be subject to removal. Provided however, that attachments made to Owner's poles pursuant to prior pole attachment agreements between licensee shall not be treated as an unauthorized attachment under this agreement, if properly permitted under such prior agreements. Owner shall provide written notice to Attachee allowing 30 days to remove, or make suitable arrangements to permit, the unauthorized attachments. If no arrangements have been made within the time allowed, Owner shall have the right to remove the unauthorized attachments without incurring any liability and at the sole cost and expense of Attachee.

Docusign Envelope ID: AE943567-7C23-4D1B-9CB0-21C9A1343C13

ARTICLE III-GUIDELINES FOR ATTACHMENTS

Section 3.1 Permitting of Attachment

Before making any initial or additional attachment of its facilities to any pole of Owner, including overlashing additional cable(s), Attachee shall make application to Owner for a permit in the form of Exhibit A, attached hereto. Attachee shall make no attachment prior to receipt from Owner of an approved permit. Service drops on poles shall be permitted quarterly after the fact on a single permit as further discussed in Sections 3.2 and 6.1. Additional attachments made during an emergency repair shall be reported as soon as practically possible and a permit obtained. Attachee shall ensure that each permitted attachment is made in accordance with the terms of this Agreement as well as the specified provisions, if any, contained in the permit. The failure of Attachee to obtain such a permit prior to making an attachment (or a permit after an emergency repair) shall constitute a trespass and a willful violation of this Agreement. Recurrent violations of this Section may result in termination of this Agreement. For the purpose of pole load analysis, an attachment permit will be required prior to any overlashing, or existing cable change, that would alter the original load data submitted for an existing attachment. However, this would not be considered a new attachment.

As a condition for the issuance of said permit, the Attachee shall provide, within the permit application, the complete technical specifications of the cable to be installed. Such specifications shall include, at a minimum, the cable type, weight per linear foot, and outside cable diameter. For overlashing permit requests, the Attachee must provide a list of all existing cables that are part of the attachment, along with their weight per linear foot and outside cable diameter (including the messenger cable, if applicable). The Attachee must also confirm that each existing attachment is in active use, which may be subject to auditing in accordance with Section 1.14.

Section 3.2 Permit Forms

Beginning with the effective date of this Agreement, the submittal of Application and Permit (Exhibit A) and Notification of Removal (Exhibit B) forms shall be used by Attachee in obtaining permits to attach or remove its facilities to/from Owner's poles. The Attachment Count (Exhibit C) will be completed quarterly by the Attachee and submitted to the Owner along with the quarterly permit for service drops installed in accordance with Section 3.1. The Owner will adjust the inventory of attachments and generate the annual invoice in accordance with Section 6.1. The Owner reserves the right to modify the Exhibit A and Exhibit B forms as needed to obtain all details for existing and proposed attachments that it deems necessary for pole loading analysis, clearance analysis, and attachment inventory documentation.

Section 3.3 Permit Form Submittal

All Application and Permit (Exhibit A), Notification of Removal (Exhibit B), and Attachment Count (Exhibit C) forms must be submitted to:

City of Ocala Electric Utility
Electric Engineering Division
1805 NE 30th Avenue Bldg. 400
Ocala, FL 34470-4875

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By mutual written consent, the Parties may designate other methods for permit correspondence, such as electronic transmission (email), which shall be considered equally valid.

Section 3.4 Installation Standards

Attachee's Communication Facilities shall be erected and maintained in accordance with NESC and the current requirements of Owner, and as may be amended or revised. Existing facilities, which comply with NESC requirements, may be operated in place until rebuild, relocation, etc., provides opportunity to upgrade to current Owner's requirements.

Attachee attachments shall not conflict with the primary use of Owner's poles by Owner, or by any other prior party using the poles, or unreasonably interfere with the operation of other pre-existing facilities thereon or which may from time to time be placed thereon. No ancillary equipment will be permitted beneath the communication zone on the pole or within 3 feet of the base of the pole to allow for facilities maintenance. Should such a conflict occur, the Attachee shall relocate its facilities within 60 days of notification from the Owner.

No cable point-of-maintenance (POM) slack loop, splicing enclosure, or other attached equipment shall occupy more than twelve (12) inches of total vertical space, centered at the point of Attachment on the pole. Cable slack loops within an aerial span must be secured by a dedicated aerial slack storage system and may not exceed six (6) inches vertically above or below the messenger strand it is affixed to.

Any cable temporarily unlashed from a messenger strand to allow for the installation of a new/upgraded cable must be secured in such a manner that it does not create an NESC or OEU-required clearance violation at any time prior to the removal of the previous cable. The previously unlashed or replaced cable shall be considered an Abandoned or Unused Cable and must be completely removed from the Owner's poles by the Attachee, at the Attachee's sole expense, within ninety (90) days of the installation of the new cable. Attachee shall not overlash new facilities to an existing Abandoned or Unused Cable.

Section 3.4.1 Limitations on Overlashing

While overlashing is not counted as an additional attachment for rental purposes, the Owner, in its reasonable judgment, reserves the right to limit the quantity and size of cables overlashed to a single messenger strand to ensure that: (i) a safety hazard or violation of NESC or Owner's requirements does not occur, (ii) the structural integrity of the Owner's pole is not compromised, or (iii) it is of a size and configuration that is reasonably maintainable, allowing the Attachee to perform repairs or relocations reliably and safely within the notification periods specified elsewhere in this Agreement, including the sixty (60) day period for relocations. In no case shall the overall diameter of the cable bundle exceed two (2) inches.

The Owner may deny a permit for overlashing that, in its reasonable judgment, would result in the Attachee's failure to meet these criteria.

Section 3.4.2 Cable Identification

Attachee shall install and maintain aerial cable markers and equipment labels that provide for the clear identification of its Communication Facilities. Attachee shall place aerial cable markers on its messenger strand or attached cable. At a minimum, one (1) marker shall be placed not less than every three (3) spans or every five hundred (500) feet, whichever distance is less.

Docusign Envelope ID: AE943567-7C23-4D1B-9CB0-21C9A1343C13

These markers shall be of a highly visible color and shall clearly identify the Attachee by name with lettering no less than one-half (1/2) inch tall. Any splicing enclosure or other equipment enclosure attached to Owner's poles or located within an aerial span shall be clearly marked with the Attachee's company name or logo.

Section 3.5 Pre-Attachment Inspections

Owner shall have the right, but not the obligation, to conduct a pre-attachment and post-attachment field inspection of all proposed attachment locations described in the permit application. Owner's inspections shall not excuse Attachee's non-compliance with or inspection obligation under, this Agreement. Attachee shall reimburse Owner upon written demand for all costs of such inspection. Failure by Owner to assess or collect such costs at the time of such inspection shall not constitute a waiver of Owner's right to assess or collect such costs. Owner shall perform review of permits within sixty (60) days of documents submission by Attachee. If Owner fails to complete the review within sixty (60) days, the Attachee shall have the right to make attachment but will still be subject to requirements determined once permit review is completed. Attachee will still be responsible for ensuring attachment will not create any NESC violations.

Section 3.6 Make-Ready Work

In the event that any of Owner's poles, to which Attachee desires to make attachments, have NESC clearance violations, or are of a diminished structural integrity due to pre-existing conditions, those poles shall not be eligible for new communication attachments. If the Attachee still desires to attach to an ineligible pole, then the Attachee shall be responsible for 100% of the cost of engineering and construction for any additional increase in pole size or strength class needed to accommodate Attachee's new attachment permit request. Owner will so notify Attachee in writing, including a detailed description of the make-ready work necessary to permit such attachment. This may include, but is not limited to, the increased cost of larger poles, cost of removal and transferring Owner's facilities from the old to the new poles, and sacrificed life value of poles removed, and any other specifications with which the attachment must comply as a condition(s) for approval of the permit.

Before Owner will proceed with any make-ready work, Attachee shall provide written confirmation that it wishes Owner to proceed with such make-ready work. Such writing obligates Attachee to reimburse Owner for the entire cost and expense of such make-ready work. Where Attachee's desired attachments can be accommodated on present poles of Owner by rearranging Owner's facilities thereon, Attachee shall pay Owner for the entire cost and expense of completing such rearrangement. Attachee shall also make arrangements with the owners of other facilities attached to Owner's poles to reimburse any expense incurred by them in transferring or rearranging the other facilities. Such work shall be completed before Attachee attaches its Communications Facilities to Owner's poles. Any additional support of poles, including, but not limited to, guying required to accommodate the attachments of Attachee shall be provided by and at the expense of Attachee.

Attachee shall not set any poles under or in close proximity to Owner's facilities which location would be in violation of NESC requirements. Attachee may, however, request Owner to set such poles as Attachee may desire, and Owner may accept such request unless such poles would unreasonably interfere with Owner's or other owners' use of their facilities. If such request is

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granted, Attachee shall pay Owner for the entire cost of setting such poles.

Section 3.7 Updated Location Maps

It shall be the duty and responsibility of Attachee to maintain accurate, up-to-date location maps and records of all its attachments on Owner's poles. Owner shall have the right to inspect, and upon request, obtain a copy of said location maps and records at any time during regular business hours with a thirty (30) day notice.

Section 3.8 Maintenance of Attachments

Attachee shall, at its own expense, make and maintain its attachments to Owner's poles in a safe and workmanlike manner in accordance with this Agreement, industry standards, and all applicable codes and laws, including the NESC. Attachee shall, within 24 hours of notification, correct violations of NESC or Owner requirements, which are discovered by Owner and present a safety risk, at its expense. Violations that are not an immediate safety risk must be corrected within sixty (60) days of notification. Failure by Attachee to so maintain its attachments may result in termination of this Agreement pursuant to Article VII.

Section 3.9 Relocation of Attachments

Attachee shall, within sixty (60) days of written notice from the Owner, at its own expense, remove, relocate, transfer or rebuild facilities placed on any poles, or perform any other work in connection with its facilities that may be required by Owner, the NESC, or other applicable codes and laws. If the event that the Attachee fails to remove, relocate, transfer, or rebuild its facilities within 60 days, the Attachee shall pay a delay penalty in the amount of $25.00 per day per attachment. This penalty shall be applied for each day until each attachment is removed, relocated, or transferred. However, in case of any emergency, or non-response within 120 days of the original written notification, Owner may, but shall not be obligated to, remove, relocate, replace, rebuild, or renew the facilities placed on poles by Attachee, transfer them to substituted poles, or perform any other work in connection with said facilities that may be required for Owner's maintenance, replacement, removal, or relocation of said poles or the facilities thereon without incurring any liability. Penalties will be applied until attachments are relocated, regardless of who performs the work.

Attachee shall, on written demand, reimburse Owner for all reasonable expenses incurred by Owner pursuant to the provisions of this Section. Additionally, Owner shall be entitled to collect and Attachee shall be obligated to pay an administrative fee to Owner in an amount equal to 30% of all reasonable expenses incurred by Owner to perform any work described under this Section. Notwithstanding the foregoing, if Attachee is delayed from removing, relocating, transferring or rebuilding facilities because of strikes, lockouts, labor troubles, the inability to procure materials, power failure, restrictive governmental laws or regulations, riots, insurrection, storms, hurricanes, earthquakes or other natural disasters, war or other reason which is not the fault of or is beyond the reasonable control of the Attachee, then Attachee will not be obligated to pay the administrative fee stated above. Nothing in this Section shall be construed to relieve Attachee from maintaining adequate work forces readily available to promptly repair, service, and maintain Attachee's facilities as herein required.

If the Owner determines there exists a need to convert existing overhead infrastructure (pole line and/or cables) to underground, the Attachee shall remove its attachments from the

Docusign Envelope ID: AE943567-7C23-4D1B-9CB0-21C9A1343C13

Owner's poles and shall make its own arrangements for undergrounding its facilities with no expectation of compensation from the Owner.

Furthermore, all relocation or removal notifications, whether by email or use of the National Joint Use Notification System (NJUNS) shall constitute the 60-day notification start. Failure to remove or relocate regardless of Attachee's response by email or NJUNS response will not alleviate the Attachee of the removal requirement timeline and any applicable penalties or forced removal options.

Section 3.10 Pole Maintenance and Facilities Operation

Owner reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will enable it to fulfill its own electric service and maintenance requirements. Owner shall not be liable to Attachee, and Attachee hereby waives any claims for negligence, which may cause damage to or interruptions of cable communications service or for interference with the operation of the cables and wires of Attachee. The foregoing notwithstanding, Owner shall be responsible for damage to the Communications Facilities caused by Owner's negligence.

Section 3.11 Voluntary Removal of Attachments

Attachee may at any time remove its Communication Facilities in whole or in part, from Owner's poles and it shall immediately give Owner written notice of such removal with the submission of Exhibit B attached hereto. No refund or pro-ration of any prepaid attachment fee shall be given on account of such removal. Attachee shall continue to be responsible for payment of the applicable attachment fee for previously permitted facilities until the end of the billing period during which notice of removal of said communications facilities is received by Owner.

ARTICLE IV- GOVERNMENT FRANCHISES AND EASEMENTS

Section 4.1 Legal Right to Attach

By submission of a permit application, Attachee affirmatively warrants and affirms to Owner that it has the legal right to operate in the area of the permit by having first obtained currently valid franchise and/or license agreements, if applicable, issued by any government having jurisdiction over the area within which Owner's poles are located. Upon written request, Attachee shall make available to Owner copies of all applicable franchise and/or license agreements.

Section 4.2 No Assignment of Owner's Interests

It shall be the sole responsibility of Attachee to obtain and maintain for itself such easements or licenses as may be necessary for the placement and maintenance of its attachments to Owner's poles located on public or private property. Nothing in the Agreement shall constitute or create an assignment to Attachee by Owner of any easement or license held by Owner or of any rights under any easement or license held by Owner. Nor shall Attachee assign any rights granted herein without the express written permission of Owner. Attachee affirmatively warrants and represents to Owner that it has the legal right to attach and maintain its Communications Facilities

Docusign Envelope ID: AE943567-7C23-4D1B-9CB0-21C9A1343C13

on the property of all persons owning or claiming any interest in the property over which its facilities will be located pursuant to the terms of this Agreement and any permit issued hereunder.

ARTICLE V-FIELD INVENTORIES

Section 5.1 Field Inventories

The parties agree to jointly conduct a field survey as soon as practical after executing this agreement, and every five (5) years thereafter from the date of this contract, if the contract is still in force, unless both parties waive this requirement. Owner shall give reasonable advance notice to the Attachee of its intent to conduct a field survey and Attachee shall be permitted to participate in the survey, provided their participation does not impede the normal workflow of the entity performing the field survey. Field surveys may include the collection of other information provided both parties agree to the equitable division of cost. Attachee shall reimburse Owner, upon written demand, for the actual costs of any such inventory. This field inventory shall not operate to relieve Attachee of any responsibility, obligation, or liability under this Agreement.

Section 5.2 Cost of Field Inventories

Bills for field inventories conducted pursuant to this Article shall be payable within sixty (60) days after receipt by the Attachee. Non-payment shall constitute default under this Agreement.

Section 5.3 Field Inventory True-Up

If Owner obtains a field inventory of the facilities of Attachee in accordance with *Section 5.1* of this Agreement, and Owner finds that the total number of attachments is different than the number reflected in current attachment permits, then, upon completion of such inventory, Owner's attachment record will be adjusted accordingly and subsequent billing will be based on the actual number of attachments. Attachee shall be retroactively billed, from the date of the previous field inventory, documented date of attachment provided by Attachee, or the effective date of this Agreement, whichever is more recent, the unpaid attachment fees, based on the current attachment rate plus interest of 10% per year. In no event will retroactive billing be for a period of more than five (5) years. Attachee will have 60 days from the date of being informed of the final adjusted inventory totals to provide documentation of any inventory inaccuracies and request adjustments accordingly. The payment by Attachee of the unauthorized attachment charge shall not serve to waive Owner's right to terminate this Agreement under Article VII.

ARTICLE VI-RENTAL AND PROCEDURE FOR PAYMENTS

Section 6.1 Rental Payments

The Attachee shall pay to the Owner, for attachments made to poles under this agreement, rental payments in the amount of Thirty-one dollars and seventeen cents ($31.17) per attachment for the year of the execution of this Agreement. Overlashing shall not be counted as an additional attachment subject to rental payments under this agreement. Thereafter, the rental rate shall automatically increase by the percentage equal to the average Consumer Price Index for the previous calendar year. Specifically, each January OEU shall obtain 12-month average CPI-U

Docusign Envelope ID: AE943567-7C23-4D1B-9CB0-21C9A1343C13

"All Items" index for the previous year, as published by the U.S. Department of Labor, Bureau of Labor Statistics. That percentage increase will be applied to the previous year's rental rate.

At the end of the year 2025, or anytime thereafter, OEU may re-evaluate the rental rate and make any necessary adjustment to the rate for the next calendar year effective January 1. For each year thereafter the rate shall again be automatically increased based on the Consumer Price Index (CPI-U) for that year. Said rental payments shall be invoiced annually in arrears on the last day of January of the previous year and paid within 30 days after the invoice, discussed below, is received by the Attachee.

The total amount of the annual rental payments shall be based upon the number of attachments to poles that are being maintained on the last day of the month immediately preceding the respective due date for annual payments. On said days, the Attachee shall complete the form attached hereto as Exhibit "C" and deliver same to the Owner, and also submit a quarterly permit for service drops installed in accordance with Section 3.1. Upon receipt of the form, the Owner of the larger number of poles shall send the Owner of the lesser number of poles an invoice, which shall be due, and payable within thirty (30) days of the date received. OEU will send the invoice to Wire 3, LLC for the annual pole rental due under this Agreement to the following address:

Wire 3, LLC
Attn: Accounts Payable
4 Commercial Street, 6th Floor
Rochester, NY 14614

The Parties may at a later date change the addresses to include an electronic invoicing and payment system.

Section 6.2 Rental Credits

If applicable, the Owner shall pay to Attachee for attachments made to Attachee's poles under this agreement, rental payments in the amount equal to the above stated rental rate per attachment for that year. Said rental payments shall be made payable annually on the first day of the following January of each year during which this agreement remains in effect. This payment will be made in the form of a credit to the pole attachment bill issued by the Ocala Electric Utility.

Section 6.3 Invoice Accuracy

Attachee's acceptance and payment of annual invoices issued by Owner shall constitute Attachee's verification that the invoice is correct as to the number of actual attachments.

Section 6.4 Payment Due Date

All billings to Attachee under this Agreement are due within thirty (30) days of receipt. Invoices outstanding after thirty (30) days shall incur interest on such unpaid amount from the date such invoice is due until it is paid at the lesser of 12% per annum or the maximum amount permitted by law.

Section 6.5 Revision of Rental Rate

After any Rental Rate revision, the revised rental rate shall again be automatically increased based on the Consumer Price Index (CPI-U) for that year.

Docusign Envelope ID: AE943567-7C23-4D1B-9CB0-21C9A1343C13

ARTICLE VII-TERMINATION

Section 7.1 Suspension of Rights for Default

In the event either party deems an event of default has taken place and prior to engaging in the formal default provisions of legal proceedings in this agreement, the Manager of the cable system and the Director of OEU shall meet in person or on the telephone to attempt to resolve the matter in good faith within ten (10) business days of the initial request of either party to meet. In the absence of resolution of the matter and if Attachee shall fail to comply with the material provisions of this Agreement, or default in any of its material obligations under this Agreement, and such default or non-compliance shall continue for sixty (60) days after notice thereof in writing, to the Attachee from Owner, to correct such default or non-compliance, all rights of Attachee to apply for additional attachment permits shall be suspended. If such default shall continue for a period of ninety (90) days, Owner may, at its option, terminate this Agreement in whole or in part, or may revoke the permit to which such default or non-compliance is directed. In case of such termination, Attachee's obligations hereunder shall survive and no refund of prepaid rentals shall be made.

Section 7.2 Processing of Permits during Suspension

During any period of suspension of Attachee's rights pursuant to *Section 7.1* above, Owner will not process or approve any application for a permit for additional attachments until Attachee has corrected such underlying default or non-compliance.

Section 7.3 Termination

Upon termination of this Agreement, Attachee shall commence, within sixty (60) days, the removal of its facilities from Owner's poles. Thereafter, Owner shall have the right to remove them at the sole cost and expense of Attachee and without any liability to Attachee. Owner shall have mechanics and possessory liens upon any equipment of Attachee so removed sufficient to cover the cost of removal, transport, and storage, and any other amounts then due to Owner under this Agreement, including costs of enforcement of this Agreement and reasonable attorney's fees. Upon payment by Attachee to Owner, all such equipment shall be released to the Attachee at the site where Owner is storing said equipment.

ARTICLE VIII-INDEMNIFICATION, LIABILITY, AND INSURANCE

Section 8.1 Indemnification

The Attachee assumes full responsibility for the attachment and maintenance of its facilities pursuant to this Agreement, and for any and all damages to its own facilities, the Owner's facilities, third parties' facilities, and for any injuries which arise within the scope of work to make such attachments or perform maintenance on said attachments or from any accidental contact with Owner's facilities while making attachments or performing maintenance on attachments. Attachee will hold Owner harmless for any and all accidents, damages, claims, or costs arising within the scope thereof, together with all reasonable attorneys' fees and costs incurred by Owner in the defense of any claim for such damages, except for acts, omissions or willful misconduct of Owner, third-party attachees or other third parties.

Docusign Envelope ID: AE943567-7C23-4D1B-9CB0-21C9A1343C13

Section 8.2 Damage by Attachee

Attachee shall exercise proper precautions to avoid damage to facilities of Owner and others supported on the poles. Attachee shall make an immediate report to Owner, as provided for in Section 8.3, of the occurrence of any damage and hereby agrees to reimburse Owner for any reasonable expense incurred in making repairs.

Section 8.3 Notification

If any member of the public, or the Attachee and its Contractors, is injured or killed, or if any property, including the Owner's or the Public's, is damaged in the course of work being performed under the provisions of this Agreement, the Attachee will notify the following:

Ocala Electric Utility Safety Coordinator	(352) 351-6628
Ocala Electric Utility System Control (After normal business hours)	(352) 401-6690

Such notification will be made immediately in person or by telephone and promptly confirmed in writing, and will include all pertinent data such as name of injured party, location of accident, description of accident, nature of injuries, names of witnesses, and disposition of injured or deceased person(s).

Section 8.4 Minimum Insurance Requirements

At all times during the Term of this Agreement, Attachee shall provide, pay for, and maintain insurance policies in conformance with the following:

Attachee shall carry Worker's Compensation and Employer's liability insurance with limits not less than the following:

Worker's Compensation – Florida statutory requirements

Employer's liability - $500,000.00 limit each accident

$500,000.00 limit each accident

$500,000.00 limit per each employee

Attachee will also carry insurance policies with respect to:

(a) Comprehensive General Liability with Bodily Injury and Property Damage limits not less than $5,000,000.00 combined single limit each occurrence.

(b) Automobile Liability with Bodily Injury and Property Damage limits not less than $5,000,000.00 combined single limit each accident

All insurance shall be from responsible companies duly authorized to do business in the State of Florida and having a rating reasonably acceptable to the Owner. All liability policies shall provide that the City of Ocala is an additional insured as to the activities under this Agreement. The required coverages must be evidenced by properly executed certificates of insurance forms. The certificates must be signed by the authorized representative of the insurance company and

Docusign Envelope ID: AE943567-7C23-4D1B-9CB0-21C9A1343C13

shall be filed and maintained with the Owner annually. Thirty (30) days advance written notice by registered, certified, or regular or facsimile as determined by the Owner must be given to the Owner of any cancellation, intent not to renew, or reduction in the policy coverages. The insurance requirements must be satisfied by evidence of self-insurance or other types of insurance reasonably acceptable to the Owner. The insurance requirements set forth herein may be satisfied by Attachee through an umbrella insurance policy of the appropriate scope.

Nothing within this Section 8.4 of Article VIII shall be construed as a waiver for the Attachee's requirement to maintain any equal or greater polices and limits of coverage required by any local governmental authority, including the City of Ocala's Code of Ordinances. However, Attachee may use any insurance obtained pursuant to the requirements of the City of Ocala's Communications Rights-of-Way Ordinance (2017), as amended, to satisfy the requirements of this Section 8.4 of Article VIII, so long as such insurance and policy limits equals or exceeds the requirements and limits of this Section 8.4 of Article VIII.

All certificates and notices required by this Section shall be filed with the Owner at the following address:

Attention: Electric Engineering Manager
Ocala Electric Utility
Electric Engineering Division
1805 NE 30th Avenue Bldg. 400
Ocala, FL 34470-4875

ARTICLE IX-DANGER! NOTICE TO ATTACHEE AND ITS CONTRACTORS

Section 9.1 Electricity is a Natural Hazard

Attachee and its contractors are hereby advised that the generation, transmission, and/or distribution of electrical energy involves the handling of a natural force which, when uncontrolled, is inherently hazardous to life and property. Attachee and its contractors are further hereby advised that, due to the nature of the work of attaching its facilities to Owner's poles hereunder, other hazardous or dangerous conditions (not necessarily related to the inherent danger of electricity) may also be involved in the work.

Accordingly, prior to the commencement of the attachment of any Attachee facilities to Owner's poles, Attachee and its contractors shall inspect the work area on or near Owner's poles specifically to ascertain the actual and potential existence and extent of any hazardous or dangerous conditions. It shall be the sole and exclusive duty of the Attachee and its contractors to instruct its supervisors and employees, with respect to any such conditions, and the safety measures to be taken in connection therewith. During the course of the work, Attachee and its contractors shall take all such measures, as may be deemed necessary or prudent, to protect and safeguard the person and property of their employees and of the general public against all hazards or dangerous conditions as they may arise.

Section 9.2 Precautions before Commencing Work

The Attachee and its contractors shall, before climbing poles or structures, exercise their best efforts to make certain that the poles or structures are strong enough to safely sustain workmen's weight in the performance of the required work on the poles or structures. The Attachee and its contractors shall have the affirmative duty to identify and comply with pole marking or

Docusign Envelope ID: AE943567-7C23-4D1B-9CB0-21C9A1343C13

tagging procedures undertaken by Owner (or its contractors) in the ordinary course of business, which procedures may indicate a hazardous pole condition prohibiting any work on such poles. All work designated in any Application and Permit under this Agreement to be performed near energized electrical conductors, shall be performed with the specific understanding that if Attachee and its contractors, in their sole discretion, regard the location where such work is being performed as an unsafe place to work, Attachee and its contractors shall immediately cease and desist from performing all work in such hazardous area. The Attachee shall then request, in writing, that Owner make such change or changes as may be necessary or desirable to render the place of performance at the job site a safe place to work for Attachee and its contractors before Attachee and its contractors are permitted to proceed with any work. In the absence of any request by the Attachee and its contractors to the Owner, it shall be conclusively presumed that the place where the work is performed is a safe place to work without the de-energization of conductors or other equipment, and without making any changes whatsoever at the job site.

ARTICLE X-OWNERSHIP AND ASSIGNMENT

Section 10.1 Assignment

The Attachee shall not assign, transfer, or sublet the privileges hereby granted without the prior consent in writing of the Owner, and which consent shall not be unreasonably withheld. A new Exhibit "C" containing a current attachment count will be required at such time.

Section 10.2 Extended Assignment

Subject to the provisions of *Section 10.1* under this heading, the Agreement shall be extended to and bind to heirs, successors, and assigns to the parties hereto.

Section 10.3 No Ownership Right Created

No use of Owner's poles under this Agreement shall create or vest in Attachee any ownership or property rights in Owner's poles or any ownership, property, or other right to use Owner's poles except in accordance with the terms and conditions of this Agreement. Attachee's rights herein shall be and remain limited to attaching its communications facilities to Owner's poles in strict accordance with the terms and conditions of this Agreement. Nothing herein contained shall be construed to compel Owner to maintain in operation any of Owner's poles for a period longer than demanded by its own service requirements.

ARTICLE XI-BONDING TO ELECTRIC UTILITY GROUND

Section 11.1 Definitions

For *Section 11.1 to 11.5*, inclusive, the following terms when used herein shall have the following meaning:

11.1.1 "Vertical ground wire" shall mean a wire conductor of Owner attached vertically to the pole and extended from Owner's multi-grounded neutral (defined below) through Attachee's space to the base of the pole where it may be either butt wrapped on the pole or attached to a grounded electrode.

Docusign Envelope ID: AE943567-7C23-4D1B-9CB0-21C9A1343C13

11.1.2 "Multi-grounded neutral" shall mean Owner's conductor which is bonded to all "vertical ground wires.

11.1.3 "Bonding wire" shall mean a number 6 AWG copper wire conductor used for connecting equipment of Attachee and Owner to the "vertical ground wire."

Section 11.2 Installation of Bonding Wire

At the time Attachee support wires and/or communication cable are installed, Attachee shall install a "bonding wire" on every pole where a "vertical ground wire" exists, in accordance with NESC. Any piece of Attachee equipment attached to Owner's pole, which does not have a "vertical ground wire", shall be bonded to Attachee cable support wire and properly grounded.

Section 11.3 Absolute Grounding Requirement

Under no condition may Owner's vertical ground wire be broken, cut, disconnected, severed, removed, unbonded, or damaged. If Owner's vertical ground wire is broken, cut, disconnected, severed, removed, unbonded, or damaged, no work shall be allowed on Owner's poles until Owner is notified, in writing, and the condition is corrected. Attachee and its contractors shall assure that Attachee's facilities constantly remain properly grounded, either to Owner's vertical ground wire or through the use of jumper cable or temporary grounds until such permanent ground is affixed.

Section 11.4 Additional Bonding Precautions

Owner reserves the right, but is not obligated to, install, at Attachee's expense, a "bonding wire" to any piece of Attachee's equipment where, in the opinion of Owner, a safety hazard exists or may exist in the future.

Section 11.5 Attachee's Duty to Warn

It shall be the responsibility of Attachee and its contractors to warn and instruct its personnel working on Owner's poles of the requirement of bonding its wires to "vertical ground wire", and the dangers associated with ungrounded and unbonded facilities, and to furnish adequate protective equipment to protect its personnel from bodily harm during work on its communications facilities. The Owner assumes no responsibility for warning, instructing, for furnishing equipment to, or for the training or job qualifications of Attachee and its contractors or their personnel, including supervisors or employees working on Owner's poles.

ARTICLE XII-MISCELLANEOUS PROVISIONS

Section 12.1 Jurisdiction

This agreement and the rights of the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. Venue for any interpretation or enforcement of this Agreement shall be in Marion County, Florida.

Section 12.2 Attorney's Fees

If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in

Docusign Envelope ID: AE943567-7C23-4D1B-9CB0-21C9A1343C13

connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.

Section 12.3 Jury Waiver

In any civil action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Each party hereby irrevocably waives any right it may have to a trial by jury. Any party may file an original counterpart or a copy of this agreement with any court, as written evidence of the consent of the parties hereto of the waiver of their right to trial by jury. Neither party has made or relied upon any oral representations to or by any other party regarding the enforceability of this provision. Each party has read and understands the effect of this jury waiver provision.

Section 12.4 Headings

It is the parties understanding that the headings contained in this Agreement are for convenience only and not for purposes of interpreting this Agreement.

Section 12.5 Changes to Exhibits

Owner and Attachee may agree to non-substantive changes to the Exhibits to this Agreement in order to make them more usable or clearer without necessity of formally amending this Agreement.

Section 12.6 Existing Attachments

In the event that this Agreement is applicable to Attachee owned attachments previously made to Owner's poles by Attachee or its predecessors and said existing attachments will continue to be used by Attachee in its operation, Attachee shall furnish to Owner new current attachment count on the form attached hereto as Exhibit "C."

Section 12.7 Prior Agreements Superseded

This Agreement shall supersede and terminate any existing attachment agreement between the parties, except that any breach thereof by either party, which would entitle that party to money damages, shall remain actionable.

Section 12.8 Rights of Other Parties

Nothing herein contained shall be construed to confer on Attachee an exclusive right to make attachments to Owner's poles, or confer any rights to any third party not specifically identified herein by name.

Docusign Envelope ID: AE943567-7C23-4D1B-9CB0-21C9A1343C13

Section 12.9 Non-Waiver

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

Section 12.10 Use of System

Attachee will not, without prior written consent of pole Owner, use any of its Communication Facilities attached to Owner's poles for any purpose other than that provided for in this Agreement. Whenever, in reasonable judgement of Owner, the Attachee has used its Communication Facilities for any purpose not authorized herein, Owner shall forthwith notify Attachee in writing. Upon receipt of such notice, Attachee shall, within sixty (60) days after receipt of such notice, cease such use complained of in the notice or establish to Owner's reasonable satisfaction that such use is in fact authorized under this Agreement. Failure to do so or repeated unauthorized use shall constitute a default of Attachee's obligations and notwithstanding any other provision of this Agreement, Owner may at its option forthwith terminate this Agreement.

Section 12.11 Permits

Attachee assumes all responsibility for applicable permit(s), their requirements and conditions, including specifications. Attachee assumes responsibility for licensing fees and any fines or penalties resulting from the failure or a representative's failure to comply with this section. To the extent required or permitted by law, all licensing fees are applicable to the Attachee.

Section 12.12 Proper License

To the extent required by law, Attachee and each of its contractors, subcontractors, agents, or authorized representatives must be licensed to perform their service in the area covered by this Agreement. All contractors or subcontractors of Attachee must be properly licensed under all applicable federal, state, and local laws and regulations. Attachee shall be responsible for all acts or omissions of any such contractor or subcontractor in the construction, installation, maintenance, or operation of Attachee's facilities.

Section 12.13 Amendments to Agreement

Amendments to this Agreement, which may appear advisable to the parties hereto, shall be effected by supplemental Agreements in writing, which upon execution of the City Council President of the City of Ocala and an authorized corporate officer for the Attachee, shall thereupon become part of this Agreement.

Section 12.14 Private Property

Attachee shall be subject to all laws, ordinances, or regulations regarding private property in the course of constructing, installing, operating, or maintaining their Communication Facilities. Attachee, at its sole cost and expense, shall promptly repair or replace all private property, both real and personal, damaged or destroyed as a result of the construction, installation, operation, or maintenance of their Communication Facilities.

Docusign Envelope ID: AE943567-7C23-4D1B-9CB0-21C9A1343C13

Section 12.15 Vegetation

Subject to any applicable ordinances or regulations, and as approved in writing by Owner, The Attachee may trim trees or other vegetation to prevent branches, leaves, or roots from touching or otherwise interfering with its Communications Facilities.

Section 12.16 Raising or Lowering Wires

Attachee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any person, including, without limitation, a person holding a building moving permit issued by county, state, and local government agencies. The expense of such raising or lowering shall be paid by the person requesting the same, and Attachee shall have the authority to require such payments in advance. This provision shall not apply to requests by Owner for its own purposes.

Section 12.17 Accuracy of Maps

Owner and Attachee does not guarantee the accuracy of any maps showing the horizontal or vertical location of its existing structures.

Section 12.18 Notice Prior to Construction

Attachee shall give appropriate notice to Owner and affected residents and businesses of proposed construction, excavation, laying, or stringing on poles, but in no event shall such notice be given less than three (3) normal working days before such commencement. Drop poles, to which the Attachee makes attachments pursuant to Section 3.1, are not subject to notification of the Owner, but does not relieve the Attachee of the obligation to notify residents and businesses as appropriate.

Section 12.19 Entire Agreement

This Agreement and any exhibits or amendments which may be attached hereto from time to time, constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and may be modified only by a writing executed by both Owner and Attachee.

Section 12.20 Severability

Should any section or provision of this Agreement or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof; except that, Owner may elect to declare that the entire Agreement is invalidated if the portion declared invalid is, in the sole judgment of Owner, an essential part of this Agreement.

Section 12.21 Notice

In addition to notices provided under Section 8.3, any notice required to be given or made in connection with this Agreement shall be in writing and shall be deemed properly or sufficiently given or made: (a) by certified or registered mail, express mail or other overnight delivery service with proper postage or other charges prepaid; or (b) by electronic transmission (email). Notice shall be addressed or directed to the respective representative of the Parties below, or by any other method mutually agreed upon in writing by the Parties.

Docusign Envelope ID: AE943567-7C23-4D1B-9CB0-21C9A1343C13

To OEU:	Ocala Electric Utility Attn: Electric Engineering Manager 1805 NE 30th Avenue Bldg. 400 Ocala FL 34470-4875 Email: oeujointuse@ocalafl.gov
To Wire 3, LLC:	Wire 3, LLC Attn: Legal Department 4 Commercial Street, 6th Floor Rochester, NY 14614 Email: legal@wire3.com and Wire 3, LLC Attn: Construction Department 4 Commercial Street, 6th Floor Email: construction@wire3.com

Each party shall have the right to change its mail or email address at any time, and from time to time, by giving written notice thereof to all other parties.

Section 12.22 Use of a Third-Party Contractor by Owner

The Owner, at its sole discretion, may engage a qualified third-party contractor to act on its behalf to perform services contemplated in this Agreement, including, but not limited to, pre- and post-attachment inspections, permit application review, and make-ready engineering and construction management.

Attachee shall be responsible for the direct payment to the third-party contractor of all reasonable fees, costs, and expenses for such work. This direct payment arrangement shall not create a contractual relationship between Attachee and the third-party contractor, who at all times acts solely on behalf of and at the direction of the Owner. The rights and obligations set forth in this Section shall apply to and supplement any other relevant provisions of this Agreement governing such activities.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

Docusign Envelope ID: AE943567-7C23-4D1B-9CB0-21C9A1343C13

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, by their respective officers thereunto duly authorized on _____.

City of Ocala, D/B/A
Ocala Electric Utility

By: _____
Kristen Dreyer
President, Ocala City Council

Wire 3, LLC

Signed by:
By: _____
8FD766573AC441C...
Jai Ramachandran
CEO

Attest: _____
Angel B. Jacobs
City Clerk

Date: _____

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F8...
William E. Sexton
City Attorney

Docusign Envelope ID: AE943567-7C23-4D1B-9CB0-21C9A1343C13

POLE ATTACHMENT AGREEMENT
Application and Permit
Exhibit "A"

Company Name _____Date: _____

In accordance with the terms and conditions of the existing Attachment Agreement, application is hereby made for permit to make attachments to Ocala Electric Utility' poles for installation of communications facilities as indicated on the attached construction detail drawing/s-number/s . Certified copies of approved construction permits, as may be required by local governmental authority for the facilities indicated on the drawing/s, are attached also. Construction work as provided for under this "Application and Permit," shall commence within sixty (60) days and be completed within one hundred twenty (120) days of the approval date of this application and permit as set forth below, otherwise this application and permit shall become null and void.

_____
By _____
Title _____
Phone number _____

Attachee's Internal Permit Number _____ (Attach drawing)
Address of Project_____
Project Name / Description_____
…(To Be Completed By City of Ocala Electric Utility – Estimate or Denial)……..…….……
Total Previous Attachments _____
Attachments This Permit _____
New Total Attachments _____

Permit will be granted, subject to your approval of the following changes and rearrangements at an estimated cost to you of $_____, payable in advance.

Permit denied under *Section 2.1* _____ day of _____, _____.
day month year
…(To Be Completed By Attachee – Estimate Approval Section)……
The above changes and rearrangements approved _____ day of _____,
day month
_____ and advance payment therefore enclosed.
year

By _____ *(Attachee Name & Signature)*
Title _____
…(To Be Completed By City of Ocala Electric Utility – Permit Approval)…..……
Permit approved _____ day of _____, _____ By _____
day month year
Title _____

OEU work ticket (permit) number _____
Total Previous Attachments _____
Attachments This Permit _____
New Total Attachments _____

Docusign Envelope ID: AE943567-7C23-4D1B-9CB0-21C9A1343C13

(Continuation of Exhibit "A")

Ocala Utility Services Pole No.	Existing Attachment Height Information								New Attach Height	
	POWER FACILITIES				CATV		Phone			
	Neutral	Xfrmr	St.Light	Riser/Svc Drop	Co. A	Co. B	Main Line	Svc Drop		

Cable to Install: ( ) Coaxial ( ) Fiber Optic Cable Size: _____ Cable Weight:_____
Messenger size: _____Messenger Tension: _____ _____

*Existing Cable: ( ) Coaxial ( ) Fiber Optic Cable Size: _____ Cable Weight: _____
Messenger size: _____ Messenger Tension:_____

Attachments requested: _____
Distribution Poles: _____
Transmission Poles: _____.

Docusign Envelope ID: AE943567-7C23-4D1B-9CB0-21C9A1343C13

POLE ATTACHMENT AGREEMENT
Notification of Removal
Exhibit "B"

Company Name _____Date: _____

By _____
Title_____
Phone number_____

In accordance with the terms and conditions of the existing Attachment Agreement, remove from your records the following attachment(s) from Ocala Electric Utility's poles listed below:

_____ _____
Location:_____(Attach drawing)
Total poles discontinued this notice _____
Total poles vacated to date _____

Pole number Pole Location (Address) Permit number (if known)

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

…*(To Be Completed By City of Ocala Electric Utility)*……..……

Notice Acknowledged:

Date: _____ By _____
Title _____

OEU work ticket (Removal Verification) number _____
Total poles discontinued this notice _____
Total poles vacated to date _____

POLE ATTACHMENT AGREEMENT
Ocala Utility Services

Docusign Envelope ID: AE943567-7C23-4D1B-9CB0-21C9A1343C13

Attachment Count

Exhibit "C"

Submitted by: Date: _____
Name: _____
Address : _____
_____
Phone: _____

Subject: Pole Attachments Quarter _____ Year _____

We have added _____ attachments to poles during this reporting period. The permit numbers and attachment counts are:

_____
_____
_____
_____
_____

We have removed _____ attachments from poles during this reporting period. The permit numbers and attachments counts are:

_____
_____
_____
_____
_____

Total previous attachments _____
Net attachments this quarter _____
Rental credits (total) _(-_____)
New total attachments _____

This brings our total attachments to _____, subject to your agreement.

If you have any questions, please call.

Certificate Of Completion

Envelope Id: AE943567-7C23-4D1B-9CB0-21C9A1343C13
Status: Completed
Subject: SIGNATURE - Pole Attachment Agreement (ELE/250916)
Source Envelope:
Document Pages: 24
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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
8/14/2025 1:45:34 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	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/14/2025 1:52:59 PM Viewed: 8/15/2025 1:15:10 PM Signed: 8/28/2025 8:51:15 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Jai Ramachandran jramachandran@wire3.com Security Level: Email, Account Authentication (None)	Signed by: 8F1766573AC441C... Signature Adoption: Drawn on Device Using IP Address: 2a02:26f7:f6da:a047:0:d000:0:2 Signed using mobile	Sent: 8/28/2025 8:51:17 AM Viewed: 8/28/2025 8:57:03 AM Signed: 8/28/2025 11:19:11 PM
Electronic Record and Signature Disclosure: Accepted: 8/28/2025 8:57:03 AM ID: 7f54127d-b65c-4069-9cde-c028ce1b9735		

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
Kara Pederzolli kpederzolli@wire3.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/28/2025 11:19:13 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/14/2025 1:52:59 PM
Envelope Updated	Security Checked	8/21/2025 1:56:42 PM
Envelope Updated	Security Checked	8/21/2025 1:56:42 PM
Envelope Updated	Security Checked	8/21/2025 1:56:42 PM
Envelope Updated	Security Checked	8/21/2025 1:56:43 PM
Envelope Updated	Security Checked	8/21/2025 1:56:43 PM
Envelope Updated	Security Checked	8/21/2025 1:56:43 PM
Certified Delivered	Security Checked	8/28/2025 8:57:03 AM
Signing Complete	Security Checked	8/28/2025 11:19:11 PM
Completed	Security Checked	8/28/2025 11:19:13 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.

File #: 2025-2002 Agenda Item #: 6b.

Submitted By: Julie Johnson

Presentation By: Julie Johnson

Department: Recreation and Parks

FORMAL TITLE:
Second amendment to the Agreement for Management of the Fort King Tennis Center to incorporate a management services fee in an amount not to exceed $98,800

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Fort King Tennis Center (FKTC) is a fee-based, full-service tennis facility with a pro shop, 12 lighted soft-surfaced courts, and two lighted hard-surfaced courts. Services include court reservations, racquet repair, instruction, and youth and adult programs and events.

On July 8, 2019, the City issued Request for Proposals No.: REC/190417 for the provision of management services for the FKTC. Three submittals were received and Jason Weiss Ventures, Inc., received the highest ranking. Staff negotiated a Services Agreement for Management of the Fort King Tennis Center (the "Agreement") and Council approved its award on February 4, 2020. The initial term of the Agreement was a period of five years, through January 31, 2025, and offered a single five-year renewal term upon mutual consent of both parties. On November 2, 2024, the parties entered into a First Amendment to the Agreement to exercise the renewal option through January 31, 2030.

Jason Weiss Ventures, Inc, is responsible for all costs associated with the operation of the FKTC including labor, supplies, equipment, and utilities, with some exceptions related to capital costs and services provided under facilities maintenance. In exchange for the provision of these services, Jason Weiss Ventures, Inc., retains all revenues, except that 50 percent of member revenues over 190 memberships will be shared with the City (there are currently 131 memberships). Other than the possible membership revenue sharing, Jason Weiss Ventures, Inc. currently pays the City no money, nor does the City pay Jason Weiss Ventures, Inc. any money.

Operational costs have increased since the original agreement was signed, whereas revenues have remained unchanged. Utility costs have increased by 58 percent. The cost of labor has increased by more than 63 percent. Expenses associated with purchasing court material have doubled. Intense weather events necessitate supplementary court maintenance and cause facility closures, thus decreasing revenues. The Agreement terms

related to expenses have become financially unsustainable for Jason Weiss Ventures, Inc.

FINDINGS AND CONCLUSIONS:
The Agreement is set to expire on January 31, 2030. Approving the Second Amendment to the Agreement to include a management services fee will support the cost of management operations of the FKTC and allow the vendor to balance the costs associated with a high-quality facility with the restraints of the budget. A similar management services fee is currently being utilized as part of The Ocala Golf Club management agreement.

Staff recommends approval of the Second Amendment to provide for a management services fee payable to Jason Weiss Ventures, Inc. in monthly installments of $1,900 beginning October 1, 2025, through January 31, 2030.

FISCAL IMPACT:
Contract management of the FKTC yields substantial savings to the City. When the City first contracted tennis operations, the net savings were more than $90,000 a year. The current net savings are estimated to be more than $130,000 per year.

The City continues to be responsible for capital upkeep of assets. Additionally, the City's obligation for routine maintenance support, as outlined in the contract, is estimated not to exceed $8,550 per year. The management services fee will increase the City's financial obligation $22,800 per year for a total of $31,350 per year.

The Recreation and Parks department has adequate funds budgeted to cover these expenses.

Management Services Fee	001-021-120-572-57-34010
Grounds Maintenance	001-021-120-572-57-34010
Court Material	001-021-120-572-57-46010

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Amendment will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

SECOND AMENDMENT TO AGREEMENT FOR MANAGEMENT OF THE FORT KING TENNIS CENTER

THIS SECOND AMENDMENT TO AGREEMENT FOR MANAGEMENT OF THE FORT KING TENNIS CENTER ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **JASON WEISS VENTURES, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 80-0003140) ("Contractor").

WHEREAS, on February 5, 2020, City and Contractor entered into an Agreement for Management of the Fort King Tennis Center (the "Original Agreement"), City of Ocala Contract No.: REC/190417, for a term of five (5) years from February 1, 2020, through January 31, 2025; and

WHEREAS, on November 2, 2024, City and Contractor entered into a First Amendment to Agreement for Management of the Fort King Tennis Center (the "First Amendment"), to extend the Original Agreement for the single available five (5)-year renewal period; and

WHEREAS, City and Contractor now desire to amend the Original Agreement to incorporate a Management Services Fee.

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

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement, as amended, between City and Vendor 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 Second Amendment.

3. **AMENDMENT TO SECTION 4 COMPENSATION AND REVENUE SHARE**. The language contained in Section 4 A – Contractor Compensation of the Original Agreement is hereby amended to add the following provision (all remaining sections of Paragraph 4 A - Contractor Compensation remain in effect):

   (8) Management Services Fee. City shall pay to Contractor **NINETY-EIGHT THOUSAND, EIGHT HUNDRED AND NO/100 DOLLARS ($98,800)** payable in monthly installments of **ONE THOUSAND, NINE HUNDRED AND NO/100 DOLLARS ($1,900 per month)** beginning **OCTOBER 1, 2025,** through **JANUARY 31, 2030** (the "Contract Term"). The Management Services Fee shall be made payable to **JASON WEISS VENTURES, INC.** unless the parties otherwise agree.

   (9) Invoice Submission. All invoices for the Management Service Fee shall be submitted by the Contractor no later than the fifth (5th) day of each month, covering services rendered in the preceding month. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Recreation and Parks Department**, Attn: **Bill Rodriguez**, **828 NE 8th Avenue, Ocala, Florida 34470** Email: wcayro@ocalafl.gov.

4. **NOTICES.** All notices, certifications or communications required by this Second 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:	Jason Weiss Ventures, Inc. Attention: Jason Weiss 5445 SE 44th Avenue Ocala, Florida 34480 Phone: 352-229-2655 E-mail: jyice@yahoo.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 Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** 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 Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
8. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment.

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

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Kristen Dreyer
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

JASON WEISS VENTURES, INC.

_____

By: _____
(Printed Name)

Title: _____
(Title)

Docusign Envelope ID: 1B48D9E0-DF5A-4FBF-8751-A5D3870B0413

FIRST AMENDMENT TO AGREEMENT FOR MANAGEMENT OF THE FORT KING TENNIS CENTER

THIS FIRST AMENDMENT TO AGREEMENT FOR MANAGEMENT OF THE FORT KING TENNIS CENTER ("First Amendment") is entered into by and between **CITY OF OCALA**, ("City") a Florida municipal corporation, and **JASON WEISS VENTURES, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 80-0003140) ("Contractor").

WHEREAS, on February 5, 2020, City and Contractor entered into an Agreement for Management of the Fort King Tennis Center (the "Original Agreement"), City of Ocala Contract Number: REC/190417 for a term of five (5) years, from February 1, 2020 to January 31, 2025; and

WHEREAS, City and Contractor now desire to extend the Original Agreement for the single additional five (5) year period available under the Original Agreement.

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. **EXTENSION**. The Original Agreement is hereby renewed for an additional five-year term beginning **FEBRUARY 1, 2025** and terminating **JANUARY 31, 2030.**
4. **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:	Jason Weiss Ventures, Inc. Attn: Jason Weiss 5445 SE 44th Avenue Ocala, Florida 34480 PH: 352-229-2655 E-mail: jyice@yahoo.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

Docusign Envelope ID: 1B48D9E0-DF5A-4FBF-8751-A5D3870B0413

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

5. **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.
6. **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.
7. **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.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 11/2/2024.

ATTEST:

Signed by:
Angel B. Jacobs
ADB3574CBE5MA5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Barry Mansfield
550E4A5AC2B44B7...
Barry Mansfield
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...

By: William E. Sexton

Title: City Attorney

JASON WEISS VENTURES, INC.

Signed by:
B524D757C3B14F7...

By: Jason Weiss Ventures, Inc.
(Printed Name)

Title: President/CEO
(Title of Authorized Signatory)

DocuSign

Certificate Of Completion

Envelope Id: 1B48D9E0DF5A4FBF8751A5D3870B0413
Status: Completed
Subject: SIGNATURE - Renewal of Agreement for Fort King Tennis Center Management (REC/190417)
Source Envelope:
Document Pages: 2
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

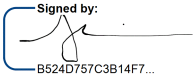
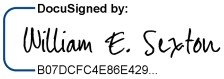
Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/14/2024 9:37:09 AM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: DocuSign

Signer Events	Signature	Timestamp
Jason Weiss Ventures, Inc. jyice@yahoo.com President/CEO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/29/2024 8:47:02 AM ID: 6aa919ab-4bb6-4cfe-ab8b-450b59d640d9	Signed by:  B524D757C3B14F7... Signature Adoption: Drawn on Device Using IP Address: 98.180.59.85 Signed using mobile	Sent: 10/14/2024 9:39:23 AM Viewed: 10/29/2024 8:47:02 AM Signed: 10/29/2024 8:50:06 AM
William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by:  B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/29/2024 8:50:07 AM Viewed: 10/31/2024 9:45:24 AM Signed: 10/31/2024 9:46:00 AM
Barry Mansfield bmansfield@ocalafl.org Council President City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: 550E4A5AC2B44F7... Signature Adoption: Pre-selected Style Using IP Address: 107.115.48.2 Signed using mobile	Sent: 10/31/2024 9:46:01 AM Viewed: 11/2/2024 10:04:09 AM Signed: 11/2/2024 10:04:19 AM
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	Signed by: 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 11/2/2024 10:04:20 AM Viewed: 11/4/2024 8:59:25 AM Signed: 11/4/2024 8:59:40 AM

Signer Events	Signature	Timestamp
Accepted: 11/4/2024 8:59:25 AM ID: b96ca98c-ec38-4c9c-a300-5c4b970acda3		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/14/2024 9:39:23 AM
Certified Delivered	Security Checked	11/4/2024 8:59:25 AM
Signing Complete	Security Checked	11/4/2024 8:59:40 AM
Completed	Security Checked	11/4/2024 8:59:40 AM

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.

Item Details

File Number: 2024-2168

ID #:	2024-2168	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Placement:**	6	**In Control:**	City Council
				File Created:	09/03/2024
Presented By: :				**Final Action:**	

rmal Title: Approve the first amendment for renewal of the agreement for management of the Fort King Tennis Center for an additional five-year term

Internal Notes:

		Target Meeting:	09/17/2024
Sponsors:		**Enactment Date:**	
Attachments:	FOR COUNCIL - Amendment 1 - Renewal - Agreement for Management of Fort King Tennis Center (REC 190417), REC 190417 Jason Weiss Renewal Letter 06.2024, Fully Executed - Fort King Tennis Center Management	**Enactment Number:**	
:ommendation:		**Hearing Date:**	
Entered by:	jjohnson@ocalafl.gov	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 2024-2168

Submitted By: Julie Johnson
Presentation By: Julie Johnson
Department: Recreation and Parks

STAFF RECOMMENDATION (Motion Ready):
Approve the first amendment for renewal of the agreement for management of the Fort King Tennis Center for an additional five-year term

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Fort King Tennis Center is a fee-based, full-service tennis facility with a pro shop, 12 lighted soft-surfaced courts, and two lighted hard-surfaced courts. Services include court reservations, racquet repair, instruction, and youth and adult programs and events.
On July 8, 2019, the City issued Request for Proposals (RFP) No.: REC/190417 for the provision of management services for the Fort King Tennis Center. Three submittals were received, and Jason Weiss Ventures, Inc., received the highest ranking. Staff negotiated an agreement, and the contract was awarded to Jason Weiss Ventures, Inc. The agreement was for an initial term of five years, commencing February 1, 2020, and ending January 31, 2025, and offered a single five-year renewal term upon mutual consent of both parties.

FINDINGS AND CONCLUSIONS:
The initial term for management services of the Fort King Tennis Center expires on January 31, 2025. The Recreation and Parks Department and Jason Weiss Ventures, Inc. desire to extend the original agreement for a five-year renewal term.
Jason Weiss Ventures, Inc. has successfully met the obligations of the original management agreement. The agreement for tennis center management services ensures the Fort King Tennis Center continues to operate as a high-quality tennis facility with professional staff who will continue to enhance and grow the game of tennis in Ocala and Marion County.
Staff recommends approving the agreement for one additional five-year term beginning February 1, 2025, and terminating January 31, 2030.

FISCAL IMPACT:
The tennis management contract will generate no additional revenue for the City of Ocala. The City's obligation for routine maintenance support, as outlined in the contract, is estimated not to exceed $8,150 per year. The Recreation and Parks Department has adequate funds budgeted to

cover these expenses.
Grounds Maintenance 001-021-120-572-57-34010
Court Material 001-021-120-572-57-46010

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

SERVICES AGREEMENT FOR MANAGEMENT OF THE FORT KING TENNIS CENTER

THIS SERVICES AGREEMENT FOR MANAGEMENT OF THE FORT KING TENNIS CENTER ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **JASON WEISS VENTURES, INC.**, a for-profit corporation duly organized and authorized to do business in the State of Florida (EIN: 80-0003140) ("Contractor").

RECITALS:

WHEREAS, the City of Ocala owns the Fort King Tennis Center located at 3301 East Fort King Street, Ocala, Florida 34470, which includes two (2) hard surface courts and twelve (12) Har-Tru clay courts, a clubhouse, gazebo, and other related facilities for the use and benefit of its citizens (the "Tennis Center"); and

WHEREAS, the City of Ocala desires to utilize the services of a qualified management firm, organization, or individual to provide day-to-day operations, maintenance, and management services for the Tennis Center (the "Services"); and

WHEREAS, on July 8, 2019, City issued a Request for Proposals ("RFP") for the provision of operations, maintenance, and management services for the Fort King Tennis Center, RFQ No.: REC/190417 (the "Solicitation"); and

WHEREAS, a total of three (3) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Jason Weiss Ventures, Inc., was found to be the highest ranked proposal as scored by City; and

WHEREAS, Jason Weiss Ventures, Inc., was chosen as the intended awardee to provide the Services at the Tennis Center; and

WHEREAS, Contractor certifies that Contractor is qualified and possesses the required licensure, certifications, and skills to perform the Services required at the Tennis Center.

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

TERMS OF AGREEMENT:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall include only: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City's Solicitation for the Services and the proposal submitted by Contractor in response to same (the

"Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes.

If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement and all of its Exhibits shall be given precedence to resolve any identified inconsistency.

A. **Exhibits to Agreement**. The Exhibits to this Agreement are as follows:

Exhibit A: Scope of Work (A-1 through A-13)

3. **SCOPE OF SERVICES.** Contractor shall be responsible for the operation, management, maintenance, and programming of the Tennis Center and shall provide all labor, materials, supplies, equipment, supervision, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. The Scope of Work and associated pricing under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION AND REVENUE SHARE.**

A. **Contractor Compensation**. For its services hereunder, Contractor shall be compensated as follows:

(1) Merchandise, Equipment and Supply Sales. Contractor shall have the exclusive right to sell and rent tennis related merchandise, equipment and supplies at the Tennis Center pro shop/clubhouse and to retain **ONE HUNDRED PERCENT (100%)** of all revenue derived from such sales. Contractor shall be solely responsible for the payment of all sales tax on goods or services sold or otherwise provided by Contractor.

(2) Membership Fees. Contractor shall have the right to retain **ONE HUNDRED PERCENT (100%)** of all revenue derived from annual and daily permit fees ("Memberships") collected from use of the Tennis Center by the public up to the first **ONE HUNDRED NINETY (190)** memberships. Thereafter, all revenue collected by Contractor for memberships above **ONE HUNDRED NINETY (190)** shall be divided between Contractor and City with **FIFTY PERCENT (50%)** of the membership fee being paid to Contractor and **FIFTY PERCENT (50%)** of the membership fee being paid to City. Contractor shall not have the right to waive the payment of any membership fees or other proceeds without the express written consent of the City Project Manager.

(3) Other Tennis Center Fees and Charges. Contractor shall have the right to retain **ONE HUNDRED PERCENT (100%)** of all revenue derived from court reservation fees, league play fees, tournament fees, social event fees, and fees from all other activities

conducted for a fee at the Tennis Center which are not in conflict with any of the terms or conditions of this Agreement.

(4) Receipts for Merchandise, Equipment, and Supply Sales. All sales and other transactions for merchandise, equipment, and supplies shall be recorded on cash register tape, sales slips, or via other generally accepted accounting methods. All tapes, slips, and receipts shall be properly dated, labeled, categorized, and retained for any audit reviews as set forth in Section 27 of this Agreement.

(5) Monthly Reporting of Memberships and Other Tennis Center Fees and Charges. By the fifteenth (15th) day of each month, Contractor shall provide a monthly financial report to the City containing the number of paid memberships, court reservation fees, league play fees, tournament fees, social event fees, and fees from all other activities conducted for a fee at the Tennis Center during the preceding calendar month. The monthly reporting shall be submitted to the City Recreation and Parks Director, City Project Manager, or other City designee along with the payment of any membership revenue collected by Contractor which may be due and owing to the City pursuant to Paragraph 4(A)(3) above. All records required under this section shall be properly dated, labeled, categorized and retained for any audit reviews as set forth in Section 27 of this Agreement.

(6) Payments or Advances Made by City. Any sums or expenses paid or obligations assumed by City for which Contractor has agreed to pay, reimburse, or assume pursuant to the terms of this Agreement shall be repaid to City by Contractor by the first of the calendar month following the date of such advance, payment, or assumption unless otherwise specifically provided for in this Agreement.

(7) No Other Consideration. Except as expressly provided for herein, City shall not pay any other form or style of compensation or consideration to Contractor.

B. **Revenue Share.**

(1) The City shall be entitled to **FIFTY PERCENT (50%)** of all revenue collected by Contractor for memberships fees collected over and above the first **ONE HUNDRED NINETY (190)** memberships.

C. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing any

merchandise, supplies, or materials listed herein.

5. **TERM**. The term of this Agreement shall commence on **FEBRUARY 1, 2020** (the "Effective Date") and shall continue for a term of **FIVE (5)** years, through and including **JANUARY 31, 2025**, unless terminated earlier as provided for herein. This Agreement may be renewed for up to **ONE (1)** additional **FIVE-YEAR (5-YEAR)** period upon the mutual written consent of both parties.

6. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Contractor fails to timely and properly perform any of the services or material obligations set forth in the Agreement or Contract Documents;

      (2) Contractor fails to maintain the Tennis Center in good condition as set forth in Exhibit A - Scope of Service;

      (3) Contractor fails to operate the Tennis Center in accordance with the standards and measures set forth in Exhibit A – Scope of Service;

      (4) Contractor becomes insolvent, files for bankruptcy protection, is placed into receivership, or is liquidated;

      (5) Contractor fails to make progress in Contractor's performance under the Agreement and/or otherwise gives City reason to believe Contractor cannot or will not perform to the requirements of the Agreement.

   B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall

diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default**. In the event Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;

(2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City; and

(3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination.

D. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) all services rendered in conformity with this Agreement prior the date of termination; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

7. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

8. **EVALUATION OF OPERATIONS**. City and Contractor agree to meet at least monthly to review Tennis Center performance measures including operations, maintenance, and utilization.

   A. On or before the fifteenth (15th) day of each month, Contractor shall deliver to the City Project Manager a monthly reporting which shall set forth the following information:

      (1) Routine and non-routine completed maintenance issues and tasks.

      (2) Condition of courts, functioning status of the irrigation system, and other issues effecting play conditions or services provided at the Tennis Center.

      (3) Summary of court reservations, league play, tournaments, clinics and membership totals.

   B. Upon reasonable notice (which may be verbal), the City Project Manager or other designee shall have the right, at any time during normal business hours, to review all of Contractor's books and records related to the operation of the Tennis Center including, but not limited to, operating statements, ledgers, income statements, balance sheets, and accounts payable.

   C. The City shall have the right to inspect the Tennis Center facilities at any time for the purpose of ensuring Contractor's compliance with the terms of this Agreement. City shall promptly provide to Contractor written notification of any compliance or performance issues discovered through said inspection.

   D. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of services performed and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Proposal. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or

specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

E. Neither the City Project Manager's review of Contractor's work, nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, procedures or safety precautions or programs incident to Contractor's furnishing and performing the work.

9. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

10. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

11. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.

B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.

C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions which may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.

D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.

E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

F. Contractor is certified through the United States Professional Tennis Association (Level 1 Professional) and/or the United States Professional Tennis Registry (Professional Level).

G. **Public Entity Crimes.** Contractor represents that neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted Contractor list following a conviction of a public entity crime. Contractor understands a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list.

12. **CONTRACTOR RESPONSIBILITIES**. In addition to those responsibilities set forth in the Scope of Work and elsewhere in this Agreement, the following provisions are the responsibility of the Contractor:

A. Contractor shall competently and efficiently provide, supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.

C. Contractor shall be responsible to see that the work provided complies accurately with the terms of the Agreement and the intent thereof.

D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement.

E. Contractor shall at all times during the term of this Agreement, and at its own expense, be and remain a member in good standing of the United States Professional Tennis Association (Level 1 Professional) and/or the United states Professional Tennis Registry (Professional Level).

F. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

13. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD-PARTIES**. City may perform additional work related to the Tennis Center itself or have additional work performed by utility service companies or other third-parties. Contractor shall afford utility service companies, third-parties, and/or City employees reasonable opportunity for the introduction and storage of materials and equipment and the execution of work.

14. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.

C. Coverage for contractual liability is also required.

D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

15. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Contractor shall ensure any and all subcontractors have coverage as required by applicable statutes. City requires policies under this section to be endorsed to waive the insurer's right to subrogate against City and its officials, employees, volunteers by including a Waiver of Our Right to Recover from Others Endorsement (WC 00 03 13). Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.

16. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. **Insurance Requirements**. These insurance requirements shall not relieve or limit the liability of Contractor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Contractor. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided**. Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.

B. **Deductibles**. Contractor is responsible for the amount of any deductible or self-insured retention. Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City.

C. **Certificates of Insurance**. Contractor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured. Shown on the certificate at the certificate holder should be: **City of Ocala, Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471**. Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.

*Non-rated insurers must be pre-approved by the City Risk Manager.

D. **Failure to Maintain Coverage**. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.

E. **Severability of Interests**. Contractor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or to be endorsed to include a severability of interests/cross liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

17. **INDEMNITY.** Contractor shall indemnify, defend, save, and hold harmless City, its elected officials, employees and volunteers from any and all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials,

employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, damage to property or personal injury to third persons, including death, during the term of this Agreement arising out of, incidental to, or in any way connected with Contractor's performance of services under this Agreement, any act, omission, default, or negligence of the Contractor in the provision of services under this Agreement, or any act or omission of any of Contractor's patrons, guests, or invitees at the Tennis Center. Contractor agrees to pay all claims and losses and shall defend all suits, in the name of the City, its elected officials, employees, and volunteers and shall pay all costs, judgments, and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the Contractor under this provision. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise.

18. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City 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.

19. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

    A. All employees on the work and other persons that may be affected thereby;

    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

    D. All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor.

Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

20. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

21. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

22. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

23. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.

24. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

25. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional contractors for the performance of work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

26. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:

    A. Keep and maintain public records required by the public agency to perform the service.

    B. 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.

    C. Ensure 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 the Contractor does not transfer the records to the public agency.

    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

27. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

    A. City shall have the right to audit or authorize audits of Contractor's books, records, and accounts relevant to its operation and maintenance of the Tennis Center. If any audit performed by City discloses an under-reporting of gross receipts, Contractor shall pay to City any amounts due under this Agreement within fifteen (15) calendar days of written notice by City.

    B. Contractor shall provide the name and telephone number of Contractor's accounting manager who has a thorough knowledge of the accounting system as it pertains to this Agreement and who will assist City with its audit. Contractor will also allow interview of past and present employees who were involved in the financial or operational activities of Contractor as part of the audit.

    C. Contractor agrees to provide appropriate work space to conduct the audit and free access to office and equipment needed to conduct the audit. Contractor will also make the requested original books and records available within ten (10) working days from the date of request by City or City's representative and will freely lend its own assistance in conducting the audit.

28. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

29. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

30. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of

31. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

32. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

33. **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 Vendor:

Jason Weiss Ventures, Inc.
Jason Weiss, President
5445 SE 44th Avenue
Ocala, Florida 34480
PH: 352-229-2655
Email: jyice@yahoo.com

If to City of Ocala:

Tiffany L. Kimball, Contracting Officer
City of Ocala, City Hall
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8366
FAX: 352-690-2025
E-mail: tkimball@ocalafl.org

Copy to:

Patrick G. Gilligan, Esquire
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
PH: 352-867-7707
FAX: 352-867-0237
E-mail: pgilligan@ocalalaw.com

34. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

35. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY

IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

36. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

37. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

38. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

39. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

40. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

41. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any

provision give any third persons any right of subrogation or action over or against any party to this Agreement.

42. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

43. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

44. **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 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.

45. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

46. **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 the 5 day of February, 2020.

ATTEST:

~~Angel B. Jacobs~~ Roseann J. Fusco
Deputy City Clerk
~~City Clerk~~

CITY OF OCALA

Jay Musleh
City Council President

Approved as to form and legality:

Robert W. Batsel, Jr.
Assistant City Attorney

JASON WEISS VENTURES, INC.

Jason Weiss
President

CITY OF OCALA
GOD BE WITH US
MARION COUNTY, FLORIDA

ACCEPTED BY CITY COUNCIL
February 4, 2020
DATE
OFFICE OF THE CITY CLERK

Exhibit A – Scope of Work

The Contractor shall be responsible for the operation, management, maintenance, and programming of the Fort King Tennis Center and, except as otherwise noted herein, shall provide all labor, materials, supplies, equipment, supervision, and all other things necessary to perform its obligations under the Agreement.

The Contractor will, at a minimum, provide the below listed services:

1. Tennis professional services including individual and group lessons for all ages.
2. Coordination of tennis leagues and tournaments.
3. Operation of the clubhouse including staffing of facility during all operating hours. Contractor shall supervise all of the Contractor's working personnel and tennis professionals at the tennis courts seven (7) days a week. The Contractor will make work assignments necessary to operate the Center according to City standards and shall make seasonal or other required labor adjustments as needed to meet the service or maintenance demands without additional cost to the City.
4. Assumption of costs associated with the operation and routine maintenance of the center. Areas of operation and maintenance include but are not limited to: routine maintenance of all equipment, courts, fences, nets, walkways, windscreens and clubhouse.
5. Routine services including racquet stringing, merchandise sales, etc.
6. Routine daily custodial services of all buildings and grounds in interior courtyard, court maintenance and litter control in parking lot.
7. Attendance at meetings to keep the City informed of operating and maintenance issues and status.
8. Coordination with the City staff in setting of fees and establishment of operating policies.
9. Coordination with the Tourist Development Council on solicitation and operation of tournaments with likely economic impact.
10. Propose and execute corrective actions in an expeditious manner to bring and maintain play conditions of the tennis facility to the standards reflected in this agreement. Contractor shall perform all normal functions, which are essential to providing quality playing conditions and ancillary services for a quality tennis facility.

11. Contractor is responsible, at its own cost, for both materials and labor for the immediate repair of any damage to City property that is caused by the Contractor or by and through the Contractor's negligence. Any needed repairs shall be made in a timely manner and shall restore the damaged area/facility to the original condition or better.
12. Contractor shall attend all City review meetings and planned meetings with patron groups and/or City staff, or elected officials as required or requested.

The City will:

1. Provide and coordinate the **labor** for replacement of the exterior court lighting.
2. Be responsible for hard court and clay court resurfacing at intervals determined by the City.
3. Maintain the building (including roof, AC and other general services provided under the City facilities maintenance operations) that exceed $2,500.00 per occurrence and parking lot structure (but not routine clean-up of trash in parking lot).
4. Provide and maintain the court maintenance machine.
5. Allow Contractor to utilize the maintenance shed located at the Tennis Center to work out of and store equipment and supplies used solely for the maintenance of the Tennis Center.
6. Provide grounds maintenance services inside and outside of fenced area as follows:
   a) Mowing and landscaping.
   b) Grounds irrigation systems.
   c) Clay court irrigation system repairs that exceed $2,500.00 per occurrence.
7. To extent that it is available, City shall arrange for inmate labor to assist with annual top dressing, when scheduled.
8. Infrastructure Repair/Capital Improvements:
   a) City shall provide upgrades required to maintain the useful life of the infrastructure; including lighting, irrigation systems, fences, courts, parking lots and buildings. This shall include clay and hard-court resurfacing (but not annual top dressing), irrigation retrofits or upgrades (but not routine repairs).
   b) Infrastructure improvements shall be made at the sole discretion of the City and City does not make any representation or guarantees to Contractor as to timing or scheduling of said upgrades.

9. Meet with Contractor monthly (or at other appropriate intervals) to review monthly reports and progress.
10. Provide additional court material (Har Tru Green Clay) needed to maintain quality playing conditions after Contractor has met his limit and not to exceed 34,000 pounds per year or $7,000.

REVENUE MANAGEMENT

1. Contractor shall have exclusive right of merchandising, selling, renting and repairing tennis equipment and supplies at the pro shop/clubhouse at the Fort King Tennis Center.
2. Contractor shall coordinate with City in determining the fees charged for memberships, daily court fees, leagues and concessions.

ADVERTISING

Unless approved by the City, no advertising of any kind or description, bill or poster, whether printed or painted, or by the use of any other method or application legible to human sight, shall appear on any building, structure, fence, canopy, post or sign, except valid and authorized legal notices required to be placed thereon, and except as may be specifically authorized in writing by the City. Sponsor banners are exempt but must be kept to a minimum and for an appropriate timeframe (i.e. tournament sponsors). All verbiage on banners is subject to the approval of the City Recreation and Parks Director or Designee.

VANDALISM

Contractor shall be responsible for any repair or replacement necessitated due to acts of vandalism. Contractor shall take all precautions to secure the facility, including clubhouse, to prevent or minimize acts of vandalism.

EXPERTISE; TRADE SECRETS; NON-COMPETE

The service to be rendered by Contractor under this agreement requires special training, skill and experience, and this contract is entered into for the purpose of obtaining such services for the City.

Exhibit A – Scope of Work

1. Expertise: Contractor shall be a certified through the United States Professional Tennis Association (Level I Professional) or the United States Professional Tennis Registry (Professional Level).
2. Trade Secrets: Contractor acknowledges that any information that may be furnished to Contractor concerning City's business, prices, customers, tennis students, leads, prospects, holdings, investments, transactions, and other confidential matters constitutes valuable, special, and unique assets and trade secrets of City's business. Contractor will not, during or after the term of the engagement under this Agreement, disclose any such information to any other person or entity for any reason or purpose. All files, books, records, documents, drawings, specifications, and similar items relating to the business of the City, whether prepared by the Contractor or otherwise coming into the Contractor's possession: shall remain the exclusive property of the City; shall not be removed from the premises of the City under any circumstances whatsoever without the prior written consent of the City; and shall be immediately returned to the City by the Contractor on termination of this Agreement by either party.
3. Non-Compete:
   A. The following provisions shall apply only if Contractor terminates this Agreement without cause or if City terminates this Agreement with cause. They shall not apply if Contractor terminates this Agreement with cause or if City terminates this Agreement without cause.
   B. Contractor agrees that for a period of one year from the date of termination of this Agreement, Contractor shall not engage in the following activities in Marion County, Florida:
      i. Engage in the business of a tennis professional or tennis instructor, or otherwise engage in competition with City;
      ii. Accept employment from, or serve as a tennis instructor, employee, independent contractor or representative for, any competitor of City; accept a position as any officer, director, or shareholder of any corporation or other entity engaged in competition with City; hold any interest, whether legal or equitable, in any business entity engaged in competition with City; or otherwise directly or indirectly own, manage, operate, join in, control, or participate in the ownership, management, operation, or control of, or be connected with in any manner, any competitor of City;

iii. Make known to any person, firm, or corporation the names or addresses of any of the existing or potential tennis students of City or any other information pertaining to them; or

iv. Call on, solicit, take away, or attempt to call on, solicit, take away or provide tennis instruction or lessons to (regardless of whether Contractor or the student solicited such instruction) any of the existing or potential tennis students of City to whom Contractor provided tennis instruction or lessons, or with whom the Contractor dealt or became acquainted, during the term of this Agreement, either for the benefit of the Contractor or for any other person, firm, or corporation.

C. Contractor agrees that for purposes of this paragraph, any business or entity that engages in the business of providing tennis instruction, lessons or coaching is a competitor of City.

i. Contractor agrees that should Contractor violate the terms of this Agreement, City will suffer immediate and irreparable harm, and that City shall be entitled to temporary and permanent injunctive relief to enjoin Contractor from continued violation of this Agreement.

ii. This Agreement shall be binding upon Contractor regardless of by whom this Agreement is terminated; the cause, or lack of cause, for such termination; or whether Contractor has any claims against City.

iii. Contractor acknowledges that the effectiveness of this Agreement for any period of time constitutes sufficient consideration for this Agreement, and that City is relying upon this acknowledgment and Agreement in continuing this Agreement for such time.

MONTHLY REPORT

Contractor shall meet with the City to review Contractor's monthly report which shall include the following information:

1. Routine and non-routine completed maintenance issues and tasks. The monthly report shall cover the conditions of courts, functioning status of the irrigation system and other issues affecting play conditions or the services provided at the Tennis Center.
2. Summary of court reservations, league play, tournaments, clinics and memberships totals.

3. The Monthly Report shall be delivered to the City's Recreation and Parks Director or Designee.

TENNIS MANAGEMENT SERVICES

1. Tennis Lessons/Programming:
   A. Contractor shall serve as a consultant on the programming of all municipal tennis courts; and shall have exclusive privilege of providing tennis instruction at the Fort King Tennis Center and other municipal courts, either personally or by such assistants as he may designate.
   B. Contractor shall provide private and group tennis instruction for adults and children.
   C. Contractor shall not utilize more than one-third (I/3) of available courts at any facility (Fort King or public park courts) at any given time. The only exception to this would be during the summer to accommodate Tennis & Swim Summer Camp at Jervey Gantt Park. Other than as specified in paragraph 4 below, Contractor shall ensure that courts at Fort King Tennis Center are available first for individual and league play and shall only utilize additional courts for private lessons when they are not otherwise reserved by players.
   D. Contractor shall have first right to use two (2) clay tennis courts at the Fort King Tennis Center for the purpose of giving tennis lessons by himself or any assistant professional. When these courts are not scheduled for lessons, they shall be available for player use.
   E. Contractor shall provide after-school and evening programs including junior lessons, pee wee and match play programs both at the Fort King Tennis Center and in cooperation with the Recreation and Parks Department at public courts to provide tennis programming throughout the park system.
   F. Contractor shall provide adult and junior tournaments. At a minimum, Contractor shall hold two (2) junior tournaments (USTA sanctioned or not) and two (2) adult tournaments annually. As a guideline, Contractor must follow all USTA recommendations and/or policies in regard to on site tournament officials; and must appoint an Assistant Tournament Director who will be on site throughout the duration of the tournaments.
   G. Contractor shall cooperate with the Gainesville-Ocala Womens' Tennis League

coordinator to provide the annual league for adult women.

H. Contractor shall cooperate with the USTA league coordinator to provide USTA leagues for all levels of play at the Fort King Tennis Center.

I. Contractor shall continue to add to the "menu" of programs offered to keep up with current trends (i.e. cardio tennis, quick start tennis, etc.)

2. Clubhouse/Facility Operations/Revenue Management:

A. Contractor shall devote his full time, attention and best efforts to the City of Ocala Tennis program including the Fort King Tennis Center. Contractor shall personally supervise the Tennis Center operations through a routine and consistence presence during operating hours. Contractor shall be held personally accountable for the actions of his subordinate personnel and sub- contractors and the professional conduct of same.

B. Contractor shall ensure that the Fort King Tennis Center is staffed and open for operations in accordance with designated operating hours. The schedule of operating hours shall conform to the requirement of the City and must have approval of the Recreation and Parks Director or designee. Holiday closings are subject to the approval of the Recreation and Parks Director.

C. Contractor shall coordinate with the City to establish operating policies including procedures for taking court reservations.

D. Contractor shall maintain court reservation sheets for the duration of this agreement and shall make same available to City upon request.

E. Contractor shall ensure that the clubhouse, gazebo, maintenance sheds, restrooms and gates are properly secured and locked upon closing of the Tennis Center at the end of each day and/or at any time that the center is not staffed.

F. Contractor shall order all operating equipment and supplies utilized or sold by Contractor at the Fort King Tennis Center in the name of and for the account of Contractor and shall pay all charges for such equipment and supplies. Contractor is not authorized to make purchases in the name of the City of Ocala or the Fort King Tennis Center and shall not at any time misrepresent himself as an agent for City.

3. Maintenance:
   A. Contractor shall employ maintenance personnel and provide all supplies and tools necessary to provide high quality maintenance of the tennis courts, clubhouse, gazebo, maintenance buildings and restrooms at the Fort King Tennis Center. Contractor shall make decisions throughout the day regarding appropriate maintenance protocol and direct Contractor's staff as appropriate.
   B. Custodial: Contractor shall coordinate all custodial services including provision of supplies for same required to maintain the Fort King Tennis Center as a high-quality tennis facility. Appropriate custodial protocol is of a type and frequency that it will ensure that facilities are clean and sanitary throughout the day (not just at opening).
   C. Court Irrigation: Contractor shall be responsible for irrigating the courts in the manner required to maintain a quality and safe playing surface.
      i. Courts should minimally be irrigated mid-day and in the evening at closing.
      ii. Contractor shall weekly check spray patterns for all irrigation heads and make adjustments as necessary to ensure complete coverage of the courts as needed to avoid dry spots.
      iii. Routine irrigation repairs such as adjustment of head heights, nozzles, spray patterns, timing, minor breaks, etc. shall be the responsibility of Contractor.
      iv. Contractor shall notify City staff immediately of any irrigation issues that require more than routine attention.
      v. Contractor shall not make any non-routine adjustments to the irrigation system without approval by the City of Ocala.
   D. Clay Courts: Contractor shall provide routine maintenance of courts including, but not limited to annual top dressing and other services outlined below.
      i. Clay courts (weather permitting) shall be maintained three times each day, including sweeping courts and cleaning lines.
      ii. The direction of sweeping must be changed daily to allow for even distribution of court material and must include corners of fences to prevent buildup of material and algae.
      iii. Routine court maintenance includes inspection for and removal of weeds, grass and algae.
      iv. Rake and scarify courts as needed to prevent compaction and "hard pan".
      v. Contractor shall provide and install, annually, the proper amount of court

material necessary to provide a safe, quality playable surface for twelve clay courts which is approximately 34,000 pounds of Har Tru Green Clay. At its sole discretion, the City shall provide additional court material, (Har Tru Green Clay), annually, on the condition the Contractor has met the court material quantity requirement as specified in this Agreement.

vi. Patch courts as needed.

vii. Ensure that the proper amount of court material is kept around line tapes to ensure a safe playing surface. Line tapes must be level with the playing surface.

viii. Provide replacement nets, windscreens, line tapes and any other routine appurtenances that are customary to the operation and maintenance of a quality tennis facility as needed. Torn nets and windscreens must be replaced. Nets must be kept at the proper height required by USTA. Windscreens must be kept tight and straight with zip ties trimmed and replaced as needed.

ix. Fences must be inspected and maintained to ensure they are properly secured at the bottom and top. Replace ties as needed to ensure fence is secure and no gaps are created.

E. Hard Courts: Contractor shall provide routine maintenance of courts including, but not limited to services outlined below.

i. Remove debris (leaves, sand, dirt, clay court material, etc.) from courts with a blower as needed, but no less than weekly.

ii. Never allow benches, tables, etc. to be dragged along the courts as this will damage the surface.

iii. Provide replacement nets, windscreens, line tapes and any other routine appurtenances that are customary to the operation and maintenance of a quality tennis facility as needed. Tom nets and windscreens must be replaced. Nets must be kept at the proper height required by USTA. Windscreens must be kept tight and straight with zip ties trimmed and replaced as needed.

iv. Fences must be inspected and maintained to ensure they are properly secured at the bottom and top. Replace ties as needed to ensure fence is secure and no gaps are created.

F. During the course of the day, any trash or debris both within the tennis facility and the parking lot must be picked up by Contractor. All trash shall be disposed of by Contractor in the dumpster at the site. Any trash left on the ground when mowing contractor comes is Contractor's responsibility to have picked it up.

G. Contractor shall be responsible for ensuring that patrons and employees respect the facilities at all times. Failure of Contractor to control the actions of patrons and employees; and which results in damage to the facility shall be the Contractor's sole responsibility.

EVALUATION OF OPERATIONS

1. The City Recreation and Parks Director or Designee shall, on a frequent basis or as necessary, inspect the facility for purposes of ensuring Contractor's compliance with the scope of services. In conducting such inspection and evaluation, the City representative shall promptly thereafter provide Contractor a copy of a written statement regarding any compliance or performance issues. The City shall act reasonably and in good faith in making the determination of whether the Contractor has met the standards identified in the scope of services for the applicable areas being evaluated.
2. The City Recreation and Parks Director or Designee's notice of compliance or performance issues shall upon Contractor's receipt, constitute a Notice of Deficiency with respect to the deficient item(s).
3. Within one (1) week after receipt of the Notice of Deficiency, the City and the Contractor shall meet to review the deficiency item(s), including the corrective actions the Contractor intends to take to correct the deficiency item(s), and the time schedule for completion of corrective action. The proposed corrective action and the time schedule shall be approved by the Recreation and Parks Director or Designee. When a deficient item has been satisfactorily corrected, the Contractor shall notify the Recreation and Parks Director or Designee.

PERSONNEL

1. The Contractor shall employ qualified personnel skilled in the teaching of tennis and/or otherwise to work in the clubhouse or to provide maintenance services. All tennis teaching assistants must have appropriate certifications in accordance with the level of teaching instruction they are providing, and their levels of expertise shall not be misrepresented.

2. All employees and sub-contractors must pass a criminal and sexual predator background screening, and drug testing similar to that required of City employees. All employees shall be indoctrinated and trained in the schedules, philosophies, customer service and public relations concerns of the City. Contractor's personnel shall conduct all work operations while dealing with the public in a courteous manner.
3. Contractor's employees with maintenance responsibilities shall be trained in the proper method of cleaning, handling and operation of maintenance equipmentand supplies.
4. Contractor's employees and sub-contractors providing services under this Agreement shall wear clothing appropriate for a professional, high quality tennis facility. Not-shirts, flip flops or ill-fitting clothes are permitted. Tennis attire is preferred for teaching/coaching professionals and collared shirts for clubhouse personnel. The logo, seal, or name of the City shall not be used without permission of the City.
5. The Contractor shall maintain a sufficient number of personnel at all times to accomplish, on schedule, all work under this contract. The Contractor shall submit a listing of personnel and sub-contractor names, their qualifications, and the types of positions each employee fill with updates of changes reported no later than a weekly basis. During all working hours, and during execution of the work, the Contractor shall give the job personal supervision or shall have on the job a responsible and competent representative with authority to speak and act for the Contractor in his absence.
6. Contractor's Labor and Wage Rates. There shall be paid to each craft or type of worker employed by Contractor or subcontractor engaged in the work under this Agreement, not less than the legal wage rate, including legal holiday and overtime rates, as required by law. Contractor will comply with all applicable labor and employment provisions and shall indemnify and hold the City harmless from any and all claims, demands, losses or damages made as a result, whether direct or indirect, of Contractor's employment of personnel pursuant to this Agreement, whether as an employee, or as an independent contractor. Contractor shall pay the salary and commissions to employees in a timely manner and shall make all appropriate payroll deductions, if any, imposed by law.
7. The Recreation and Parks Director or Designee reserves the right to direct the Contractor to relocate away from any City directed operation, or from interfacing with its employees at work, any employee who materially or repeatedly violates any term of this Agreement or who is wanton, negligent, or discourteous in the performance of his duties. The Recreation and Parks Director shall coordinate with Contractor before

exercising this right but reserves the right to demand employee leave immediately under extreme situations if Contractor is not available.

EQUIPMENT/UTILITIES

1. City shall provide, at its sole expense, the clay court maintenance equipment. Currently labeled 14-013. Contractor shall provide all other necessary equipment to perform all work required by this Agreement.
2. In the event of termination of this Agreement by the City with or without cause, the City will not be responsible for any equipment purchased by the Contractor for use at the facility.
3. Contractor will follow all manufacturer's guidelines in the utilization and routine maintenance of equipment and shall notify City immediately if corrective maintenance is needed on 14-013.
4. Contractor will be responsible for providing phone lines, computer lines, office furniture, computers, and fax lines; etc. To the extent possible the Contractor shall continue to utilize the existing phone number for the tennis facility.
5. Contractor will be responsible for all costs for utilities to the Fort King Tennis Center.

EQUIPMENT EMERGENCY MAINTENANCE

1. In the event that the City at any time determines that any portion of the facility is in immediate jeopardy of sustaining some type of serious harm due to a maintenance failure on the part of the Contractor, and the Contractor is unable to immediately respond, the City may utilize their own work force or contracted services to go perform such tasks as are necessary to prevent such serious harm from taking place. The cost of such preventative maintenance incurred by the City shall be itemized by the City and submitted to the Contractor for payment by Contractor within thirty (30) days of receipt of said itemized invoice.
2. Contractor shall provide the City with names and telephone numbers of the Contractor and at least one (1) other qualified employee who can be called by the City or its representatives when emergency maintenance conditions occur during hours when Contractor's normal work force is not present and/or present employees are not knowledgeable enough to make decisions regarding the services required. Such designated Contractor employees will have full power and authority to take

all actions on behalf of Contractor required to address the emergency, including the expenditure of all required funds.

FACILITY TEMPORARILY OUT OF PLAY

1. Whenever play must be temporarily suspended at the facility due to inclement weather conditions, the decision of when to allow play to resume will be made exclusively by the Contractor.
2. The Contractor shall notify the Recreation and Parks Director or Designee whenever the facility will be out of play for one day or more for required maintenance. Said maintenance should be scheduled, approved and patrons advised well in advance to avoid inconveniences to the public.

CITY OF OCALA
CITY COUNCIL REPORT

Council Meeting Date: 02/04/20

Subject: RFP# REC/190417 Fort King Tennis Center Management Services

Submitted By: Kathy Crile

Department: Recreation and Parks

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item (ID # 14224) a five-year agreement with Jason Weiss Ventures, Inc. for management of the Fort King Tennis Center with annual city maintenance costs of $8,550

OCALA'S RELEVANT STRATEGIC GOALS: Fiscally Sustainable

PROOF OF PUBLICATION: RFP released to public on 7/8/2019

BACKGROUND:

The City first contracted management of the Fort King Tennis Center (FTKC) in 2009 through a competitive process and has continued to contract it out since. The current contract will expire on June 30, 2020.

FINDINGS AND CONCLUSIONS:

- On July 8, 2019, the Procurement Department issued RFP# REC/190417 for Fort King Tennis Center Management Services.
- Three submittals were received on August 13, 2019. Proposals were reviewed by the selection committee on August 23, 2019.
- Presentations from all three firms were held on September 12, 2019, and the selection committee made a final ranking of proposals.
- Jason Weiss Ventures, Inc received the highest ranking.
- During negotiations, staff received input from tennis players and members at the FKTC. The negotiated agreement with Jason Weiss Ventures, Inc. balances the desires of the tennis community with the fiscal restraints of a municipal tennis facility.
- The agreement is for a five-year initial term, with one five-year renewal upon the mutual written consent of both parties.
- Staff recommends awarding the contract to Jason Weiss Ventures, Inc.

Request For Proposal Results:

Vendor	Location	Final Score	Final Ranking
Jason Weiss Ventures, Inc	Ocala, FL	80	1
United States Tennis Association of FL Section, Inc	Orlando, FL	71.67	2
Roy Miller Tennis	Ocala, FL	56	3

- Per the agreement, the vendor shall:
  - Manage and maintain the Fort King Tennis Center in accordance to the standards outlined in the agreement including provision of tennis programming, private and group lessons, clinics, league play, and tournaments at FKTC; and, coordinate with the Recreation and Parks Department to provide introductory tennis programs at courts in the parks.
  - Be responsible for all costs associated with the operations of the Fort King Tennis Center

including labor, supplies, equipment and utilities except as noted below.
    - Retain all revenues derived from operations of the FKTC, except that any revenue derived from memberships over 190 memberships will be shared with the City 50/50.
    - Coordinate with the City on setting and/or changing any operating policies and fee schedules.
- Per the agreement, the City shall:
    - Be responsible for capital costs associated with the assets including the roof, AC, courts, parking lot and other general services provided under the city facilities maintenance operations that exceed $2,500 per occurrence.
    - Provide inmate labor to assist with annual top dressing when scheduled.
    - Provide grounds maintenance services inside and outside of the fenced area (not including court maintenance).
    - Maintain the city-owned court maintenance cart.
    - Provide additional court material (Har Tru Green Clay) needed to maintain quality playing conditions after the vendor has met his limit and not to exceed 34,000 pounds per year.

The agreement for tennis center management services ensures the Fort King Tennis Center is operated as a high quality tennis facility by professional tennis staff who will continue to enhance and grow the game of tennis in Ocala and Marion County.

FISCAL IMPACT:
Contract management of the FKTC results in substantial savings to the City. When the City first contracted out tennis operations, the net savings was over $90,000 a year. Staff has negotiated a contract that continues to balance the costs associated with a high quality facility with the restraints of the budget.

The Fort King Tennis Center nets approximately $8,000 in operating profits per year. The total revenue is $276,000 and expense is $268,000. The vendor retains all revenues, except membership revenues over 190 memberships will be shared with the City 50/50. There are currently 153 memberships.

As with other City facilities operated by outside contractors, the City continues to be responsible for capital upkeep of the assets. In addition, the City is responsible for routine maintenance of the grounds estimated at $1,550 annually (001-021-120-572-57-34010); and sharing a portion of the cost for court resurfacing material estimated at $7,000 annually (001-021-120-572-57-46010).

PROCUREMENT REVIEW:
This solicitation has been reviewed and approved for compliance with the City's procurement policies.

LEGAL REVIEW:
The agreement has been reviewed and approved for form and legality by Assistant City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
Amend, Deny, Table

SUPPORT MATERIALS:
Bid Tab, Final, 9,12,19 (PDF)
CONTRACT - Jason Weiss Ventures, Inc. (PDF)
Tennis Contract Vendor Signed - Jason Weiss Ventures, Inc. (PDF)

File #: 2025-2016 Agenda Item #: 6c.

Submitted By: Matthew Grow

Presentation By: Matthew Grow

Department: Aviation

FORMAL TITLE:
Assignment of an airport hangar ground lease from Townley Engineering and Manufacturing to Tem2025Holdings, Inc.

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Ocala International Airport ground lease being transferred was originally executed with Townley Engineering and Manufacturing (Townley) in 2014. Townley has sold the corporate business but is retaining the hangar ownership, and thus requires assignment to their new corporate entity, Tem2025Holdings, Inc.

FINDINGS AND CONCLUSIONS:
·Original lease allows for the transfer and assignment of the ground lease.
·Townley is an existing Airport tenant and is also in good standing.
·No other changes to the lease are proposed.
·Staff recommends approval.

FISCAL IMPACT:
None.

PROCUREMENT REVIEW:
This Agreement has been reviewed by the Procurement & Contracting Officer in compliance with City policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table

- Deny

AGREEMENT CONCERNING ASSIGNMENT OF LEASE

THIS AGREEMENT is entered into effective September _____, 2025 (although it may be executed by the parties on other dates), between:

- City of Ocala, a Florida municipal corporation ("Landlord");
- Townley Engineering and Manufacturing Company, Inc, a Florida Corporation ("Current Tenant"); and
- Tem2025Holdings, Inc. ("New Tenant").

WHEREAS:

A. Effective April 1, 2014, Landlord entered into a Lease Agreement (the "Original Lease") with Townley Engineering and Manufacturing Company, Inc., a Florida corporation, pursuant to which Landlord leased to Current Tenant, and Current Tenant leased from Landlord, the real property described in the exhibits attached thereto, together with all premises, structures, and improvements thereon and appurtenances thereto, (collectively the "Premises").

B. Current Tenant and New Tenant have entered into an Agreement for Assignment of Lease pursuant to which Current Tenant has agreed to assign the Original Lease to New Tenant, and Current Tenant and New Tenant have requested Landlord to consent to the assignment of the Lease pursuant to Article 12.1 of the Original Lease. Landlord has agreed to do so pursuant to the terms and conditions hereof.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Assignment. Current Tenant has assigned, and by this instrument does hereby assign, the Original Lease to New Tenant and any improvements made by Current Tenant to the Premises.

2. Assumption of Original Lease. New Tenant hereby assumes and expressly agrees to perform all obligations of Current Tenant under the Original Lease.

3. Consent to Assignment.

3.1. Landlord hereby consents to the foregoing assignment.

3.2. Nothing set forth herein shall, however, obligate Landlord to agree to any future assignments or subleases of the Premises, and the provisions of paragraph 12 of the Original Lease are not amended hereby.

3.3. Landlord hereby releases Current Tenant from any obligations under the Original Lease arising hereafter. Nothing set forth herein shall release Current Tenant's direct or indemnity obligations with respect to any claim or action arising prior to the date hereof, which obligation shall survive this Agreement and shall apply to and serve to indemnify New Tenant as well as Landlord.

4. Original Lease Not Amended. Except as expressly set forth herein, the Original Lease is not amended or modified. Landlord and New Tenant hereby ratify and reaffirm the Original Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

IN WITNESS WHEREOF, the parties have executed this Lease on the dates set forth below.

LANDLORD

City of Ocala, a Florida municipal corporation

By: _____

Kristen Dreyer

President, Ocala City Council

_____

Witness

Address for notices:

_____

Print Witness Name

City of Ocala

Attention: Airport Director

_____

1770 SW 60th Avenue, Ste 600

Witness

Ocala, Florida 34474

Email: mgrow@ocalafl.gov

_____

Print Witness Name

ATTEST:

_____

Angela Jacobs

City Clerk

APPROVED AS FORM AND LEGALITY:

_____

William Sexton

City Attorney

CURRENT TENANT

Townley Engineering and Manufacturing, Inc.

Pamela Townley, CEO

_____

By: _____

Its: _____

Address for notices:

PO Box 221

Candler, FL 32111

_____

Witness

_____

Print Witness Name

_____

Witness

_____

Print Witness Name

NEW TENANT

Tem2025 Holdings, Inc.

Pamela Townley, CEO

_____

By: _____

_____

Witness

Its: _____

_____

Print Witness Name

Address for notices:

PO Box 221

_____

Witness

Candler, FL 32111

_____

Print Witness Name

GROUND LEASE AT AIRPORT

THIS LEASE is entered into effective April 1, 2014, between **City of Ocala**, a Florida municipal corporation ("Landlord") and **Townley Engineering and Manufacturing Company, Inc.**, a Florida corporation ("Tenant"). In consideration of the exchange of the mutual promises set forth herein, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree as follows:

1. **Lease of Premises.**

1.1. Landlord leases to the Tenant, and the Tenant leases from Landlord, real property located in Marion County, Florida, and all improvements now or hereafter located thereon (collectively the "Premises") as follows:

1.1.1. The real property ("Property") set forth in the attached sketch (**Exhibit A**) and consisting of approximately .66 acres.

1.2. The Premises are located at the Ocala International Airport ("Airport") owned and operated by Landlord.

1.3. This Lease includes:

1.3.1. The right of ingress and egress to and from the Premises by means of existing means of ingress and egress across the Airport to be used in common with others having similar rights of passage thereon (except when the Airport is closed to the public). The use of any such means of ingress and egress is subject to the present and future rules and regulations of the Airport. Landlord may, at any time, temporarily or permanently close such means of ingress and egress so long as an alternative means of ingress and egress remains available to Tenant. Tenant shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Premises or in any streets or roadways near the Premises.

2. **Term.**

2.1. The term of this Lease is ten (10) years, beginning on April 1, 2014, and ending at 5:00 pm on March 31, 2024.

2.2. So long as Tenant is not in default under this Lease, Tenant has the right to renew the term of this Lease for one (1) additional term of five (5) years each. Each renewal shall automatically occur unless either Landlord or Tenant gives the other written notice of non-renewal at least 180 days prior to the expiration of the initial term of this Lease (as to the first renewal) or any then-current renewal term (as to any subsequent renewal).

All terms and conditions that govern the initial term shall govern any renewal term, except as expressly set forth herein. In no event shall the extended terms of this lease extend beyond March 31, 2029.

3. **Rent.**

3.1. During the term of this Lease, Tenant shall pay base rent as stated below:

3.1.1. Tenant shall commence paying rent:

a. Upon execution of this agreement.

3.1.2. Tenant shall pay monthly rent, after the date that rent payments are to commence pursuant to paragraph 3.1.1, in the following amounts:

a. Six Hundred and thirty-two dollars and fifty cents ($632.50) per month;

b. Commencing January 1, 2015, and on each January 1 thereafter, the monthly rent payments will increase by an amount equal to two percent (2%) of the monthly rent due in the previous calendar year. Such increase will apply to all monthly rent payments until the next increase.

3.2. The rent is payable without Landlord's demand on the first day of each calendar month during the Lease term. If rent payments commence on a day other than the first day of a calendar month, or terminate on a day other than the last day of a calendar month, the rent will be prorated on a daily basis.

3.3. All rent payable under this Lease shall be paid to Landlord without set-off or withholding for any reason and shall be mailed or delivered to Landlord at Landlord's address as set forth elsewhere in this Lease, or such other address of which Landlord shall notify Tenant, so that it is received prior to the date it is due.

4. **Additional Payments and Tenant Obligations.**

4.1. Additional Rent Payments. In addition to the rent under paragraph 3, all other payments that the Tenant is obligated to make under this Lease are considered additional rent, regardless of whether the payments are so designated. All additional payments are due and payable at the time the Landlord demands payment or at the time the next succeeding rent installment is due, whichever occurs first. Landlord shall have the same remedies for Tenant's failure to pay additional rent as it does for Tenant's failure to pay monthly installments of rent. All further references to "rent" shall include both monthly installments of rent and additional rent. The

provisions of this paragraph shall apply only concerning remedies, and not concerning rent upon which sales and use taxes are to be calculated or paid.

4.2. Utility or Service Charges. The Tenant agrees to pay all charges for gas, electricity or other illumination, heating, air conditioning, water, sewer, telephone service and other utilities attributed to the Premises.

4.3. Ad Valorem Taxes and Assessments.

4.3.1. Tenant shall pay as additional rent during the term of this Lease all ad valorem and real property taxes levied or assessed by any lawful authority against the Premises. In the event any governmental authority having jurisdiction shall levy any general or special assessment against the Premises, Tenant shall also pay to Landlord as additional rent such assessment. Landlord shall, upon written request made by Tenant at the time of assessment, take the benefit of any statute or ordinance permitting any such assessment for public betterments or improvements to be paid over a period of time in which case the Tenant shall be obligated to pay only the said fraction of the installments of any such assessments which shall become due and payable during the term of this lease.

4.3.2. Landlord may, at its sole discretion, estimate the taxes and assessments referred to in this paragraph and require Tenant to pay one-twelfth (1/12) thereof monthly in advance, together with the payment of fixed minimum annual rent. After the end of each Lease year, Landlord shall furnish Tenant a statement of the actual taxes and assessments, and there shall be an adjustment between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the entire amount of Tenant's proportionate share for such annual period.

4.4. Sales and Use Taxes. At the time rent payments are made, the Tenant agrees to pay to the Landlord any sales and use taxes that arise because of payment of rent to the Landlord.

4.5. Past Due Rent. If any monthly rental payment is not paid on or before the tenth (10th) day of each month, such payment shall bear interest at ten percent (10%) per annum. A payment is considered late if received ten (10) business days or more after such payment is due. (This is not a grace period. See Paragraph 6 as to Events of Default and applicable grace periods.) If payment made by check is dishonored by Tenant's bank, the amount due shall be deemed a "late payment" and treated as set forth herein.

4.6. Amounts Advanced by Landlord. Any amount advanced by Landlord pursuant to the terms and provisions of this Agreement shall be repaid to Landlord by Tenant by the first of the calendar month following the date of such advance unless otherwise specifically provided in this Agreement.

4.7. Tenant's Taxes. Tenant further covenants and agrees to pay promptly when due all taxes assessed against all fixtures, furnishings, equipment and stock-in-trade placed in or on the Premises during the term of this Lease.

5. **Landlord's Services, Utilities and Taxes.**

5.1. Tenant shall obtain, at its sole cost and expense, all utilities (e.g., without limitation, electricity, telephone, water, sewer, and trash collection services) service for the Premises. Tenant shall be responsible for all costs associated with extending utility lines from their current point of termination to improvements to be constructed by Tenant hereunder.

5.2. Landlord shall not be liable for full or partial stoppage or interruption of the above services or utilities unless negligence on the part of Landlord shall be shown, and Landlord shall not be liable for consequential damages in any event.

6. **Use of Premises.**

6.1. Tenant shall have the right to use the Premises for the following and for no other purpose without Landlord's prior written consent, which consent may be withheld by Landlord in its sole discretion:

6.1.1. Storage and maintenance of aircraft that are either owned or leased by Tenant.

6.1.2. Storage of aviation fuel, lubricants, aircraft parts and other items of personal property necessary for Tenant's use to maintain and operate aircraft owned or leased by Tenant, provided that all such items of personal property, other than gasoline, shall be contained within improvements to be constructed by Tenant on the Premises. No explosives or combustible materials will be permitted within or about any improvements except for fuel in aircraft tanks or small containers of lubricants, cleaning materials, and other aviation-related materials stored in containers or cabinets that have been approved by the EPA or local Fire Marshall.

6.1.3. Construction on the Premises of private offices attached to hangar. If offices are to be open to the public, tenant agrees to construct all necessary security measures to prevent the general public from accessing the Airport Operations Area.

6.1.4. At the discretion of the Landlord (which may be withdrawn at any time), nonexclusive use of all airport facilities which are not specifically leased to other tenants under private leases.

6.2. Tenant shall not sell nor dispense from mobile fuelers or other typical fueling devices without the express written permission from the Airport Director, which may be withheld or conditioned in the Airport Director's sole discretion, aviation fuels of any kind upon the Premises or otherwise at the Airport.

6.3. No outside storage shall be allowed. All areas not paved or covered by the Improvements shall be grassed and landscaped as set forth in the plans to be approved by Landlord pursuant to paragraph 7.1.2.

6.4. Tenant agrees that no business shall be carried on, nor any act or acts done or permitted to be done on the Premises that in any manner conflicts with any applicable valid law or regulation of the City of Ocala, Marion County, State of Florida, and the United States of America or any department, bureau or agency thereof.

6.5. Tenant will not do or suffer to be done in or upon the Premises any act or thing which amounts to a nuisance or creates waste to the Premises.

6.6. Tenant shall not produce any disturbances on any Airport property that interferes with the operation by the Landlord or the Federal Aviation Administration of air navigational communications or flight equipment on the Airport.

6.7. Tenant shall comply with all present and future written instructions of the Landlord in disposing of its trash and refuse at Tenant's expense and shall use a system of refuse disposal approved by the Landlord.

6.8. Tenant shall not do nor permit to be done any act or thing upon the Premises, which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by this Lease.

6.9. Nuisance/Hazardous Substances.

6.9.1. Tenant shall not commit any nuisance, nor permit the admission of any objectionable noise, or odor, nor burn any trash or refuse within the Premises, nor bring on, deposit or allow to be brought on or deposited on the Premises any asbestos materials or any other Hazardous Substance or materials as the same may be defined by State, Federal or local laws, rules, statutes, or regulations; nor make any use of the Premises or any part thereof or equipment therein which is improper, offensive or contrary to any law.

6.9.2. Except as provided in Paragraph 6.1.2 above, Tenant shall not cause or commit any Hazardous Substance to be used, stored, generated or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors, or invitees, without first obtaining Landlord's written consent. If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises except as permitted above, or if the Premises become contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify and hold harmless the Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, but without limitation, a decrease in value of the Premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees, and costs) arising during or after the Lease term and arising as a result of such contamination by Tenant. Without limitation of the foregoing, if Tenant causes or permits the presence of any Hazardous Substance on the Premises and such results in contamination, Tenant shall promptly, at its sole expense, take any and all actions necessary to return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the Premises. Tenant shall first obtain Landlord's approval for any such remedial action.

6.9.3. As used herein "Hazardous Substance" means any substance which is toxic, ignitible, reactive, or corrosive and which is regulated by any local government, the State of Florida, or the United States Government. "Hazardous Substance" includes any and all material or substances which are defined as "Hazardous Substance" pursuant to State, Federal, or local government law. "Hazardous Substance" includes, but is not restricted to, asbestos, polychlorobipenyls ("PCB's") and petroleum.

7. Improvements.

7.1. Tenant's Right to Construct Buildings and Other Improvements.

7.1.1. Tenant shall have the right to construct structures, buildings, and other improvements ("Improvements") on the Premises, at Tenant's sole cost and expense, pursuant to this paragraph. In connection with any construction, Tenant shall be permitted to grade, level, and fill the land, remove trees and shrubs, install roadways and walkways, and install utilities, provided all of the foregoing serve the Improvements erected on the Premises. Landlord shall have no liability for any costs or expenses in connection with the construction of Improvements on the

Premises. All improvements shall be in accordance with the applicable building codes and other laws and ordinances.

7.1.2. Landlord shall have complete architectural control of Improvements proposed by Tenant, and Tenant shall be required to submit plans to Landlord in advance of construction of any proposed Improvements before construction may begin. Approval of said plans shall not be unreasonably delayed or withheld by Landlord."

7.1.3. Landlord shall cooperate with Tenant to facilitate timely execution of required documents, permits, legal descriptions, permit approvals or other matters requiring Landlord's consent.

7.2. Signage. Tenant may display in, on, or above the Premises any sign or decoration, the nature of which is permitted by applicable law and is not dangerous, unsightly or detrimental to the Premises. At the termination of this Lease, Tenant shall if so requested by landlord, remove any signs it has placed on the Premises, repairing any damage caused thereby.

7.3. Fencing. Tenant acknowledges that all fencing must comply with applicable security requirements.

7.4. Tenant's Delivery of Possession After Termination or Expiration.

7.4.1. On the expiration or early termination of this Lease (the "Expiration Date"), Tenant shall promptly quit and surrender the Premises and Improvements, and deliver to Landlord actual possession and ownership of the Premises and Improvements in good order, condition, and repair.

7.4.2. Tenant shall have the right to remove from the Premises and Improvements all movable trade fixtures, movable equipment, and articles of personal property used or procured for use in connection with the operation of its business on or before the Expiration Date, provided that Tenant shall promptly repair, or cause to be repaired, any damage resulting to the Premises or Improvements by reason of this removal. Any trade fixtures, equipment, or articles of personal property of Tenant that remain at or on the Premises after the Expiration Date shall be deemed to have been abandoned by Tenant, and may either be retained by Landlord as its property or disposed of by Landlord without accountability to Tenant for the value of these trade fixtures, equipment, or articles of personal property, or any proceeds derived from the sale of these items.

8. **Condition of Premises.**

8.1. Tenant's Acceptance and Maintenance of Premises. UPON TENANT'S OCCUPANCY OF THE PREMISES, TENANT WILL BE DEEMED TO HAVE ACCEPTED THE PREMISES IN THE CONDITION THEY ARE IN ON THAT DATE "AS IS" AND WITH NO ADDITIONAL WARRANTIES, EXCEPT AS EXPRESSLY SET FORTH HEREIN. Subject to Landlord's obligations set forth in this Lease, Tenant agrees to maintain the Premises in the same condition, order, and repair as they are on that date, except for reasonable wear and tear arising from the use specified in this Lease.

8.2. Obligations to Repair.

8.2.1. Tenant shall, at its own expense and risk, maintain the Premises and all Improvements in good repair and condition at all times, including, without limitation, the interior and exterior of the Premises and Improvements, the roof, exterior walls and air-conditioning system. Tenant shall keep the Premises and Improvements in a clean, sanitary and safe condition at all times. The plumbing and other facilities shall not be used for any other purposes than that, for which they were constructed, and no foreign substances of any kind shall be deposited in the plumbing or other facilities, and the expense of any breakage, stoppage or damage resulting from the violation of this provision by Tenant shall be borne by the Tenant. In the event Landlord incurs any expense for repairs or maintenance that are the duty of Tenant to perform, Landlord may demand repayment of same from Tenant, and Tenant shall make payment within ten (10) days after the demand as additional rent.

8.2.2. Landlord shall not be liable for any damage or inconvenience that may arise through repair or alterations of any part of the Premises or Improvements.

8.2.3. Tenant shall replace all electric light bulbs and tubes in the electrical fixtures in the Premises or Improvements as shall be necessary.

8.2.4. If Tenant fails to perform its obligations to repair or maintain according to the provisions of the preceding subparagraphs above within a reasonable time after notice from Landlord of the need for such repair or maintenance (or immediately if the failure to perform repairs or maintenance endangers the safety of persons or property), Landlord may, in addition to all other remedies available under this Lease, make the repairs or perform the maintenance, or have the repairs made or maintenance performed at its own expense. Tenant shall, within ten (10) days of Landlord's demand,

reimburse Landlord for the reasonable expense of the repair or maintenance.

8.3. Damage to Premises. On the Landlord's demand, the Tenant shall pay for all damages the Premises, the Improvements or any portion thereof that are caused by the act or neglect of the Tenant, its invitees, or any persons in the Tenant's employ or control.

8.4. Condition at End of Term. At the earlier of the expiration of the Lease term or the termination of this Lease, the Tenant will quit the Premises and will surrender them to the Landlord. The Tenant will remove all personal and other property that belongs to the Tenant under this Lease and will repair all damages to the Premises or Improvements caused by that removal.

8.5. Landlord Not Responsible. Except for the negligence of Landlord or Landlord's employees, agents or contractors, Landlord shall not be responsible for any damage to property of Tenant or of others located in or about the Premises nor for the loss of or damage to any property of Tenant or of others by theft or misappropriation or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature. Landlord shall not be liable for any such damage caused by occupants of adjacent property, occupants of the Improvements, or the public.

9. **Entry and Inspection of Premises.**

9.1. The Landlord is entitled to enter the Premises during all reasonable hours for the following reasons:

9.1.1. To provide services, fulfill other obligations or exercise rights hereunder.

9.1.2. To examine the Premises.

9.1.3. To make all repairs, additions, or alterations that the Landlord or agent deems necessary for safety, comfort, or preservation of the Premises or of the building.

9.1.4. To remove signs, fixtures, alterations, or additions that do not conform to this Lease.

9.2. Landlord shall have the right to use any means that Landlord may deem proper to open doors in an emergency to obtain entry to the Premises. Tenant waives any claim for damages for any injury or inconvenience to

or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss in, upon, or arising from Landlord's entry onto the Premises in an emergency.

9.3. Any entry to the Premises obtained by Landlord for any of the above stated purposes and by any of such means, or otherwise, shall not be construed or deemed a forcible or unlawful entry onto the Premises, or an eviction of Tenant from the Premises or any part of the Premises.

9.4. In the event that any personal property of Tenant shall obstruct the access of the Landlord, its officers, employees, agents or contractors or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property as directed by Landlord or such utility company in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Tenant shall fail to so move such property, after direction from the Landlord or such utility company to do so, the Landlord or the utility company may move it and Tenant hereby agrees to pay the cost of such moving upon demand. The exercising of this right of the Landlord shall not be construed to be an eviction of Tenant, nor be made the grounds for any abatement of rental.

10. **Insurance, Indemnity.**

10.1. Indemnification.

10.1.1. Tenant shall hold the Landlord harmless from, and indemnify Landlord against, any and all liability, damages, out of pocket costs and reasonable attorneys' fees, injury, actions or causes of action whatsoever:

a. Suffered or occasioned upon the Premises or arising out of the operation, conduct and use of the Premises, except those caused or created by Landlord, or its agent, employees or contractors;

b. For any injury to or death of any person or persons or damage to property caused by the negligence or willful misconduct of Tenant, or its invitees, agents or employees, or by a default by Tenant under this Lease; or

c. Resulting from any generation, use, treatment, storage or release of any hazardous or toxic materials or substances or wastes at the Premises during the Lease term or resulting from any violation during the Lease term of any environmental laws, rules or regulations applicable to the Premises or any operation conducted thereon.

10.1.2. Tenant's grant of indemnity to Landlord hereby survives expiration of this Lease.

10.2. Defense of Landlord. In the event any action or proceeding shall be brought against Landlord by reason of any matter for which Landlord is indemnified hereunder, Tenant shall, upon notice from Landlord, at Tenant's sole cost and expense, resist and defend the same, provided however, that Tenant shall not admit liability in any such matter on behalf of Landlord without the written consent of Landlord and provided further that Landlord shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant which may not be unreasonably withheld.

10.3. Disclaimer of Liability. Landlord shall not be liable for injury or damage occurring to any person or property arising out of this Lease, or as a result of Tenant's possession of the Premises, including, without limitation, harm or personal injury to Tenant or third persons during Tenant's possession of the Premises or the term of this Lease, except in the event any such injury or damage is caused as the direct result of Landlord's gross negligence or willful misconduct.

10.4. Notice, Cooperation, and Expenses.

10.4.1. Landlord shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by Landlord's own counsel. Tenant shall pay all reasonable expenses incurred by Landlord in response to any such action, suits, or proceedings. These expenses shall include all out-of-pocket expenses such as reasonable attorney fees and shall also include the reasonable value of any services rendered by Landlord's attorney, and the actual expenses of Landlord's agents, employees, or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions, or proceedings but shall not include attorneys fees for services that are unnecessarily duplicative of services provided Landlord by Tenant.

10.4.2. If Tenant requests Landlord to assist it in such defense then Tenant shall pay all expenses incurred by Landlord in response thereto, including defending itself with regard to any such actions, suits, or proceedings. These expenses shall include all out-of-pocket expenses such as reasonable attorney fees and shall also include the costs of any services rendered by Landlord's attorney, and the actual expenses of Landlord's agents, employees, or expert

witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions, or proceedings.

10.4.3. Tenant shall give Landlord prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph.

10.5. General Liability Insurance. Tenant shall maintain during the entire Agreement term and all periods in which Tenant is in possession of the Premises, such general liability insurance as will provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the Premises or Tenant's possession of the Premises, with combined single limits of not less than $1,000,000 per occurrence and with a $2,000,000.00 aggregate. The "City of Ocala" shall be named as an Additional Insured.

10.5.1. If the Commercial General Liability form is used:

a. Coverage A shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverages.

b. Coverage B shall include personal injury.

c. Coverage C, medical payments, is not required.

10.5.2. If the Comprehensive General Liability form is used, it shall include, at least Bodily Injury and Property damage liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.

10.5.3. Tenant shall arrange for its liability insurances to include, or be endorsed to include, a severability of interest/cross liability provision, so that Landlord (as Additional Insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

10.5.4. Property Insurance. The tenant is responsible for insuring their personal property located in the said structure.

10.6. At all times during the term of this Agreement, Tenant shall maintain, at its sole cost, All Risk Replacement Cost insurance covering the Premises including, without limitation, all improvements, together with any other insurance that Landlord may require from time to time. The insurance

shall be carried by insurance companies authorized to transact business in Florida, selected by Tenant and approved by Landlord. In addition, the following conditions shall be met:

10.7. The insurance shall be in amounts no less than one hundred percent (100%) of the replacement cost of the buildings and other improvements located on the Premises (but sufficient to satisfy the requirements of any coinsurance clause).

10.8. The insurance shall be maintained for the mutual benefit of Landlord and Tenant. The insurance policy or policies shall name both Landlord and Tenant as insureds as their interests may appear.

10.9. Any and all fire or other insurance proceeds that become payable at any time during the term of this Lease because of damage to or destruction of any Improvements on the Premises shall be paid to Tenant in trust and applied by Tenant toward the cost of repairing, restoring, and replacing the damaged or destroyed Improvements in the manner required by paragraph 16 of this Lease.

10.10. Proceeds shall be applied first toward the reduction of the unpaid principal balance of any and all obligations securedamounts owed to Landlord pursuant to paragraph 14.2 of this Lease.

10.11. The balance of the proceeds, if any, shall be paid to Landlord to compensate Landlord, at least in part, for the loss to the fee estate of value of the damaged or destroyed Improvements.

10.12. Construction Insurance. Tenant shall, at its sole expense, procure and maintain during the course of the construction of any improvement or alterations on the Premises constructed during the term of this Lease, "builder's risk," owner's contingent or protective liability insurance naming Landlord as an additional insured covering claims not covered by or under the terms of the above mentioned comprehensive public liability insurance, and Tenant shall also carry during such period of construction Worker's Compensation Insurance covering all persons employed by Tenant on or in connection with such construction.

10.13. Aviation Liability Insurance. At all times during the term of this Agreement, Tenant shall maintain, at its sole cost, Aviation Liability insurance with combined single limits of not less than $1,000,000.00 per occurrence, $2,000,000.00 aggregate, and is to include bodily injury and property damage liability arising out of the operation, maintenance or use of any aircraft, including, owned, non-owned and hired aircraft.

10.14. Deductibles. Tenant's deductibles or self-insured retentions shall be disclosed to Landlord and may be disapproved by the latter. They shall be reduced or eliminated at the option of Landlord upon recommendation of

Landlord's Risk Management Department. The Tenant is responsible for the amount of any deductible or self-insured retention.

10.15. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Tenant. Landlord does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Tenant's interests or liabilities, but are merely the minimums. No insurance is provided by Landlord under this Lease to cover Tenant or its contractors or sub-contractors.

10.16. Duplicate Insurance. Insurance required of Tenant or any other insurance of Tenant which covers Landlord shall be considered primary, and insurance or self-insurance of Landlord shall be considered excess, as may be applicable to claims against Landlord which arise out of this Lease.

10.17. Certificates. Tenant shall provide a Certificate of Insurance issued by a company authorized to do business in the State of Florida and with an A.M. Best rating of at least B+, which provide for at least 30 days notice of cancellation to be given to City. Such Certificate shall be delivered to: City of Ocala, P.O. Box 1270, Ocala, FL 34478-1270, Attention: Community Programs Department.

10.18. Landlord May Change Limits. Landlord reserves the right to increase or decrease, or expand or narrow, the minimum limits or amounts of insurance requirements set forth above whenever the liability of Landlord under Florida law (including the Florida Tort Claims Act) increases or Landlord's areas of liability or risk are expanded, except where such increase or expansion is due to action or inaction of Landlord.

10.19. Failure to Provide Insurance. In the event that Tenant shall fail to obtain or maintain in full force and effect any insurance coverage required to be obtained by Tenant under this Agreement, Landlord may procure same from such insurance carriers as Landlord may deem proper, irrespective that a lesser premium for such insurance coverage may have been obtained from another insurance carrier, and Tenant shall pay as additional rent, upon demand of Landlord, any and all premiums, costs, charges and expenses incurred or expended by Landlord in obtaining such insurance. Notwithstanding the foregoing sentence, in the event Landlord shall procure insurance coverage required of Tenant hereunder, Landlord shall in no manner be liable to Tenant for any insufficiency or failure of coverage with regard to such insurance or any loss to Tenant occasioned thereby, and additionally, the procurement of such insurance by Landlord shall not relieve Tenant of its obligations under this Agreement to maintain insurance coverage in the types and amounts herein specified, and Tenant shall nevertheless hold Landlord harmless from any loss or

damage incurred or suffered by Landlord from Tenant's failure to maintain such insurance.

10.20. Safety/Environmental.

10.20.1. Tenant is responsible at all times for precautions to achieve the protection of all persons including employees, and property.

10.20.2. Tenant shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. NFPA, EPA, DEP, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous material spills, accidents, injuries or claims or potential claims shall be immediately reported promptly to Landlord's Risk Management Department.

10.21. Miscellaneous.

10.21.1. Tenant shall be responsible for carrying such insurance as Tenant may desire to protect Tenant's own equipment, contents, personal property and other property on the Premises, and business loss insurance

10.21.2. Tenant may not perform or fail to do any act with respect to the Premises, may not use or occupy the Premises, and may not conduct or operate the Tenant's business, in any manner that is objectionable to the insurance companies, it causes them to void or suspend any insurance, or that causes them to increase the premiums above the amounts that would usually have been in effect for the occupancy under this Lease. Tenant may not permit or suffer another person to do so with respect to the Premises.

11. **Liens on Premises.** The Tenant shall not subject the Landlord's interest or estate to any liability under any construction or other lien law. No provisions of this Lease may be construed as to imply that the Landlord has consented to the Tenant incurring such a lien. If any construction lien, lis pendens, or other lien is filed against the Premises or the building for any work, labor, services, or materials that a lienor claims to have performed or furnished for the Tenant or any person holding through or under the Tenant, the Tenant must cause that lien to be canceled and discharged of record within twenty days after the Landlord gives notice to the Tenant. If such a lien is filed, the Landlord may satisfy the lien after giving notice to the Tenant as provided in this paragraph and without limiting the

Landlord's rights or remedies under this Lease. The Tenant shall promptly reimburse the Landlord for any amounts expended to satisfy the lien and for any expenses incurred in connection with that satisfaction. The Tenant has no right of setoff against the Landlord. The Tenant's failure to cancel and discharge of record any lien under to this paragraph is a default by the Tenant under the provisions of this Lease.

12. **Assignments and Sublets.**

12.1. Permissible Assignments and Sublets.

12.1.1. The Tenant may not assign this Lease, nor license or grant any concession for the use of the Premises, to another person without obtaining the Landlord's prior written consent. The Landlord may withhold such consent in the exercise of its sole discretion.

12.1.2. Tenant may not sublease portions of the Premises to other persons.

12.2. Leasehold Mortgages Permitted.

12.2.1. Landlord acknowledges and agrees that Tenant shall have the right to finance its interest in this Lease including, without limitation, the cost of constructing the Improvements. Landlord agrees that notwithstanding any other provision of this Lease, either express or implied, to the contrary, such financing may be in the form of a mortgage, including, in connection therewith, a collateral assignment of this Lease, or other forms of financing utilized by Tenant from time to time (collectively, "Leasehold Mortgage"). Any such leasehold financing shall be subordinate to this Lease and shall not allow the holder of the Leasehold Mortgage ("Leasehold Mortgagee") to eliminate or damage Landlord's reversionary interest in the Improvements.

12.2.2. After the recording of any Leasehold Mortgage made by Tenant, notwithstanding anything to the contrary contained in this Lease, so long as such Leasehold Mortgage is a lien on the leasehold estate of Tenant hereunder and Landlord has actually received from such Leasehold Mortgagee or from the Tenant written notice of the Leasehold Mortgage together with the identity of and the address of the Leasehold Mortgagee, Landlord and Tenant agree as follows:

a. If Tenant or any mortgagee under a Leasehold Mortgage ("Leasehold Mortgagee") has delivered to Landlord prior written notice of the address of such Leasehold Mortgagee, Landlord shall deliver to such Leasehold Mortgagee a copy of any notice given under this Lease in the same manner and at the same time such notice is delivered by Landlord to Tenant.

Landlord agrees that no notice of default, termination of this Lease or termination of Tenant's right to possession of the Premises, and no reletting of the Premises by Landlord predicated on the giving of any such notice, shall be effective unless Landlord gives the Leasehold Mortgagee written notice (or a copy of the notice given to Tenant) of the default termination or re-entry, as the case may be, and the Leasehold Mortgagee shall have the rights set forth in this subparagraph, with regard thereto.

b. In the event of a default by Tenant under this Lease, the Leasehold Mortgagee shall have the same periods to cure a default following its receipt of written notice as are provided to Tenant in paragraph 14.1 of this Lease (the "Cure Period"). If Tenant defaults under any provision of this Lease, the Leasehold Mortgagee, without prejudice to its rights against Tenant, shall have the right to cure such default within the Cure Period whether the same consists of the failure to pay rent or the failure to perform any other obligation on Tenant's part to be performed under this Lease. Landlord shall accept performance by the Leasehold Mortgagee as though the same had been performed by Tenant and, for such purpose, Landlord and Tenant hereby authorize the Leasehold Mortgagee to enter upon the Premises and to perform any of Tenant's obligations under this Lease, provided that the Leasehold Mortgagee shall indemnify and hold Landlord harmless from all claims and liabilities arising out of such action, including attorneys' fees. In the event of any default under this Lease, Landlord shall not terminate this Lease, or take any action to effect a termination of this Lease, or re-enter, take possession of or relet the Premises or similarly enforce performance of this Lease in any manner, provided that within the Cure Period the Leasehold Mortgagee cures such default.

12.2.3. Any Leasehold Mortgagee shall be liable for performance of the obligations of Tenant under this Lease only during the period that Leasehold Mortgagee is actually in possession of the Premises or has actual ownership of the leasehold estate created hereunder. Landlord acknowledges and agrees that any third party purchaser at a foreclosure sale, or any third party purchaser of the leasehold interest hereunder from the Leasehold Mortgagee after the Leasehold Mortgagee's acquisition thereof, shall have the right to encumber its leasehold interest with a Leasehold Mortgage, and the mortgagee thereunder shall have all of the rights of a Leasehold Mortgagee set forth in this subparagraph. The provisions of this

subparagraph are for the benefit of and shall be enforceable by any Leasehold Mortgagee.

12.2.4. There shall be no merger of this Lease or any interest in this Lease or of the leasehold estate hereby created with the fee estate in the Premises by reason of the fact that this Lease or any interest hereunder may be directly or indirectly held by or for the account of any person who holds, directly or indirectly, the fee estate in the Premises or any interest in the fee estate. Except in the case of a surrender on the expiration of the Term of this Lease, no surrender by Tenant of the Premises or this Lease, or any interest therein, shall be valid or effective without the prior written consent of the Leasehold Mortgagee; provided, however, that the foregoing shall not be deemed to limit Landlord's right to terminate this Lease pursuant to the provisions of paragraph 14.2 below (subject to the provisions of paragraph 14.1) or any other provision of this Lease or Landlord's rights at law or in equity. No termination or rejection of this Lease by Tenant, including, without limitation, a rejection of this Lease in any bankruptcy proceeding, shall be valid or effective without the prior written consent of the Leasehold Mortgagee, which consent shall not be unreasonably withheld, delayed, or conditioned. Landlord acknowledges and agrees that the Leasehold Mortgagee shall not be bound by any material amendment, modification, or change made to any provision of this Lease without the prior written consent of the Leasehold Mortgagee, which consent shall not be unreasonably withheld, delayed, or conditioned.

12.2.5. Landlord agrees that the Leasehold Mortgage (or an ancillary instrument made by Tenant in connection therewith) may include an assignment to the Leasehold Mortgagee of the rents from any sublease of the Premises, provided that Tenant shall have the right to collect any such rents so long as no default has occurred under the Leasehold Mortgage.

12.3. Continued Liability of Tenant. If the Tenant makes any assignment, sublease, license, or grant of a concession, the Tenant will nevertheless remain unconditionally liable for the performance and financial obligations of all of the terms, conditions, and covenants of this Lease.

12.4. Landlord's Right to Collect Rent From Any Occupant. If the Tenant is in default on any payments under this Lease and any other person is subletting or occupying the Premises, or if the Tenant assigns this Lease, the Landlord may collect rent from the assignee, subtenant, or occupant. The Landlord may apply the net amount collected to the rent required under this Lease. The Landlord's collection of the rent does not waive the covenant against assignment and subletting under this Lease nor does it

constitute the Landlord's acceptance of the assignee, subtenant, or occupant as a Tenant, nor the Landlord's waiver of the Tenant's further performance of the covenants contained in this Lease.

13. **Airport Specific Provisions.**

13.1. Specific Airport Regulations.

13.1.1. Tenant acknowledges that, as part of the Airport, this Lease, and the use of the Premises, shall be governed by specific Federal, State and local rules, laws and regulations including, without limitations, the following:

a. The Airport Rules and Regulations, a copy of which has been provided to Tenant, and any subsequent amendments thereto or revisions thereof.

b. The Airport Minimum Standards, a copy of which has been provided to Tenant, and any subsequent amendments thereto or revisions thereof.

13.1.2. Tenant shall, at all times, comply with all such laws, regulations, rules and policies.

13.1.3. Landlord shall have the right to deny access to the Airport to any person or entity that fails or refuses to obey and comply with such laws, regulations, rules and policies.

13.2. Nondiscrimination.

13.2.1. Tenant for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of such facilities, (2) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

13.2.2. In the event of breach of any of the above nondiscrimination covenants, shall have, in addition to all remedies available hereunder or at law or equity, the right to terminate the lease and to re-enter and as if such lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

13.2.3. Further, Landlord reserves the right to take whatever action it may be entitled to by law or equity to take in order to enforce this paragraph. This provision is to be considered as a covenant on the part of Tenant, a breach of which continuing after notice by Landlord to cease and desist will constitute a material breach of this Agreement and will entitle Landlord, at its option, to exercise its right of termination as provided for herein or take any action that it deems necessary to enforce compliance herewith.

13.2.4. Tenant shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than Tenant, operates any facility at the Premises providing service to the public and shall include thereon a provision granting Landlord a right to take such action as the United States may direct to enforce such covenant.

13.2.5. Tenant shall indemnify and hold harmless Landlord from any claims and demands of third persons including the United States of America resulting from Tenant's noncompliance with any of the provisions of this paragraph, and Tenant shall reimburse Landlord for any loss or expense incurred by reason of such noncompliance.

13.3. Governmental Requirements.

13.3.1. Tenant shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over Tenant's operations at the Premises which may be necessary for Tenant's operations.

13.3.2. Without waiving any right to protect any assessment or to claim any exception to which Tenant may be entitled by law, Tenant shall pay taxes, license, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Premises, leasehold interest or operations hereunder or on the gross receipts or income to Tenant therefrom and shall make all applications, reports, and returns required in connection therewith.

13.3.3. It shall be a condition of this Lease:

a. That Landlord reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in such airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the such airspace, and for use of such airspace for landing on, taking off from or operating on the Airport.

b. That Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

c. That Tenant expressly agrees for itself, its successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

13.3.4. Landlord does not hereby grant any exclusive rights at the Airport to Tenant or any greater rights or privileges with respect to the use of the Premises than are expressly granted hereunder.

14. **Default by Tenant.**

14.1. Events of Default. Upon the happening of one or more of the events set forth below (any of which is referred to hereinafter as an "Event of Default"), Landlord shall have any and all rights and remedies hereinafter set forth:

14.1.1. If Tenant should fail to pay rent before such payment shall be considered late under the terms of this Lease, and such failure continues for three (3) days after Landlord provides Tenant with written notice of such failure.

14.1.2. If Tenant should fail to pay rent within three (3) days of when it becomes due more than three (3) times during any of twelve (12) consecutive months (notwithstanding Landlord's acceptance of rent from Tenant) and without the necessity of Landlord providing Tenant with written notice or opportunity to cure.

14.1.3. If Tenant violates any other material term, condition or covenant herein on the part of Tenant to be performed and such failure continues for fifteen (15) days after Landlord provides Tenant with written notice of such failure; provided, however, if the default is one which cannot be cured within such time period, Tenant will

have such additional time as maybe required so long as Tenant diligently pursues the remedy. Notwithstanding the foregoing:

a. If Tenant has previously breached a term, condition or covenant of this Lease and has been provided with notice of and an opportunity to clear such breach, any subsequent breach of the same term, condition or covenant within twelve (12) consecutive months shall constitute a breach of this Agreement without further notice or opportunity to cure; or

b. The failure to provide insurance shall constitute an immediate default hereunder without the necessity of notice or an opportunity to cure.

14.1.4. In the event a petition in bankruptcy under any present or future bankruptcy laws (including but not limited to reorganization proceedings) be filed by or against the Tenant and such petition is not dismissed within thirty (30) days from the filing thereof, or in the event Tenant is adjudged a bankrupt;

14.1.5. In the event an assignment for the benefit of creditors is made by Tenant; or

14.1.6. In the event of an appointment by any court of a receiver or other court officer of Tenant's property and such receivership is not dismissed within thirty (30) days from such appointment.

14.2. Landlord's Remedies.

14.2.1. If any Event of Default occurs, Landlord shall have the right, at the option of Landlord, to pursue one or more of the following remedies, in addition to all other remedies available at law or equity:

a. Terminate this Lease and thereupon reenter and take possession of the Premises with or without legal process.

b. Declare all remaining rent under the Lease immediately due and owing.

c. Without terminating this Lease, reenter and relet the Premises, or any part thereof, with or without legal process, for the account of Tenant upon such terms and conditions as Landlord may deem advisable or satisfactory, in which event the rents received on such reletting shall be applied:

1). First, to the expenses of such reletting and collection including but not limited to, necessary renovation and

alterations of the Premises, reasonable attorney's fees, any real estate commissions paid;

2). Second, toward payment of all sums due or to become due Landlord hereunder; and

3). Third, if a sufficient sum shall not be thus realized or secured to pay such sums and other charges due Landlord, then, Tenant shall pay Landlord any deficiency monthly, and Landlord may bring an action therefor as such monthly deficiency shall arise.

4). Nothing herein, however, shall be construed to require Landlord to reenter and relet in any event. Landlord shall not, in any event, be required to pay Tenant any surplus of any sums received by Landlord on a reletting of the Premises in excess of the rent provided in this Lease.

d. Remove all or any part of the Tenant's property from the Premises and any property removed may be stored in any public warehouse or elsewhere at the cost of, and for the account of Tenant, and Landlord shall not be responsible for the care or safekeeping thereof whether in transport, storage or otherwise. Tenant hereby waives any claim against Landlord for loss, destruction and/or damage or injury that may be occasioned by any of the previously mentioned acts. In addition to any statutory lien granted to Landlord, this Lease shall be deemed and considered to grant Landlord a security interest in the previously mentioned items and Landlord shall have all the rights of a secured party under the Uniform Commercial Code.

14.2.2. No reentry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting without termination, Landlord may at all times thereafter elect to terminate this Lease for such previous default. Any such reentry shall be allowed by Tenant without hindrance, and Landlord shall not be liable in damages for any such reentry, or guilty of trespass or forcible entry.

14.3. Landlord May Cure Tenant's Defaults. If Tenant shall default in the performing of any covenant or condition of this Lease, Landlord may, at its sole discretion, perform the same for the account of Tenant and Tenant shall reimburse Landlord for any expense incurred therefore together with interest thereon at the highest legal rate. This provision imposes no duty

on Landlord nor waives any right of Landlord otherwise provided in this Lease.

15. **Default by Landlord.**

15.1. Landlord's Default. Landlord will be deemed in default or this Lease if Landlord fails to perform or observe any agreement or condition of this Lease on its part to be performed or observed and if such failure continues for thirty (30) days after Tenant provides Landlord with written notice of such failure. If the default is one that cannot be cured within thirty days, Landlord will have such additional time as may be required so long as Landlord diligently pursues the remedy.

15.2. Remedies upon Landlord's Default. If Landlord defaults in the performance of any of the obligations or conditions required to be performed by Landlord under this Lease, Tenant may, after giving notice as provided above, either cure the default and deduct the cost thereof from rent subsequently becoming due hereunder, or elect to terminate this Lease. In that event, this Lease shall terminate upon the date specified in the notice, unless Landlord has meanwhile cured the default to the satisfaction of Tenant.

16. **Destruction or Damage to Premises from Casualty.**

16.1. Destruction or Forty Percent Damage. In the event that the Improvements are completely destroyed, or are damaged in excess of forty (40%) percent, due to any cause whatsoever, Tenant shall:

16.1.1. At its own expense repair, restore, or replace the destroyed property if Tenant deems it practical or advisable to do so, and this Lease shall continue in full force and effect, except that there shall be a pro-rata reduction in rent payable based upon the portion of the Improvements that are untenantable due to such destruction or damage; or

16.1.2. If Tenant deems it impractical or inadvisable to repair, restore, or replace the destroyed property, this Lease shall terminate on sixty (60) days' written notice to Landlord, and Landlord shall receive and retain all insurance proceeds payable as a result of the casualty.

16.2. Damage Less Than Forty (40%) Percent. In the event that damage to the Improvements due to any cause whatsoever is not in excess of forty (40%) percent, Tenant shall at its own expense repair, restore, or replace the damaged Improvements with due diligence, and this Lease shall continue in full force and effect, except that there shall be a pro-rata reduction in the rent payable based upon the portion of the Improvements that are untenantable due to such destruction or damage.

16.3. Definitions. The phrase "completely destroyed" shall be construed to mean the destruction of the safe, tenantable use of occupancy of all Improvements under this Lease. The phrase "damaged in excess of forty (40%) percent" shall be construed to mean any damage to the Improvements that will require an expenditure in excess of forty (40%) percent of the market value (immediately prior to the damage) of the Improvements to accomplish required repairs, restoration, or replacement.

17. **Quiet Enjoyment.** The Landlord covenants that so long as the Tenant pays the rent and additional rent and performs the covenants under this Lease, the Tenant is entitled to peaceful and quiet possession and enjoyment of the Premises for the Lease term, subject to the Lease provisions.

18. **Eminent Domain.**

18.1. In the event that more than twenty percent (20%) of the Premises shall at any time after the execution of this Lease be taken by public or quasi-public use or condemned under eminent domain, then at the option of Landlord or Tenant upon the giving of thirty (30) days written notice (after such notice of condemnation), this Lease shall terminate and expire as of the date of such taking and any prepaid rental shall be prorated as of the effective date of such termination.

18.2. In the event only a portion of the Premises, not exceeding twenty percent (20%) of the same, shall be so taken or condemned, and the remaining portion of the Premises can be repaired so as to be commercially fit for the operation of Tenant's business within ninety (90) days after the condemning authority takes possession, then Landlord at its own expense (but limited to the amount of damages received by Landlord for repairs in the eminent domain proceeding) shall so repair the remaining portion of the Premises and there shall be an equitable adjustment of rent for the remainder of the term. If the remaining portion of the Premises cannot be repaired within that ninety (90) day period so as to be commercially fit for the operation of Tenant's business, then this Lease shall terminate and become null and void from the date the authority takes possession, and after that date the parties hereto shall be released from all obligations hereunder except as herein stated.

18.3. Except as provided in this paragraph, no other taking, appropriation or condemnation shall cause this Lease to be terminated. No such appropriation or condemnation proceeding shall operate as or be deemed an eviction of Tenant or a breach of Landlord's covenant of quiet enjoyment.

18.4. All damages awarded and any good faith deposit made by the condemning authority for such taking under the power of eminent domain whether for the whole or a part of the Premises shall belong to and be the sole property

of Landlord whether such damages shall be awarded as compensation for the taking of the fee or diminution in value to the leasehold or to the fee of the Premises; provided, however, that Tenant shall be entitled to any part of a damage award or separate award for Tenant's business damages or moving expenses. Any award (excluding business damages or moving expenses) will be paid by Landlord.

19. **Premises Subject to Agreements.** This Lease and the Premises are subject to all present agreements between Landlord, on the one hand, and the Federal Aviation Administration DOT, on the other hand, matters of record, and zoning and building laws, ordinances, regulations, and codes affecting or governing the Premises, or that may affect and govern the Premises after the execution of this Lease, and all matters that may be disclosed by inspection or survey.

20. **Estoppel Certificates.** Landlord or Tenant shall have the right to request the other party to provide an estoppel certificate, as described below, without charge, fifteen days after the requesting party sends a written notice. This estoppel certificate shall consist of a written statement certifying the following information to the requesting party or to any person specified by that party:

20.1. That this Lease is unmodified and in full force and effect; or, if there have been any modifications in this Lease, that this Lease is in full force and effect as modified, specifying the nature of each modification.

20.2. The dates through which the rent and other charges payable under this Lease have been paid.

20.3. Whether the other party to this Lease is in default in the performance or observance of any covenant, agreement, condition, term, or provision contained in this Lease, to the best knowledge of the certifying party, and, if so, specifying the nature of each default the certifying party has knowledge of.

20.4. Any other information with respect to this Lease and the Premises that the requesting party shall reasonably request.

21. **Miscellaneous Provisions.**

21.1. Recording of Lease. Landlord and Tenant agree that, except as expressly set forth elsewhere herein, neither this Lease nor any notice or memorandum of this Lease shall be recorded in the public records.

21.2. Accord and Satisfaction. If the Tenant pays or the Landlord receives any amount that is less than the amount stipulated to be paid under any Lease provision, that payment is considered to be made only on account of an earlier payment of that stipulated amount. No endorsement or statement on any check or letter may be deemed an accord and satisfaction. The Landlord may accept any check or payment without prejudice to the

Landlord's right to recover the balance due or to pursue any other available remedy.

21.3. RADON GAS. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

21.4. Broker Representation. Each party covenants to and represents to the other that neither party has dealt with any real estate broker, sales person or agent in this Agreement and each party hereby agrees to indemnify and hold harmless the other from and against any real estate brokers claiming by, through or under them.

21.5. Entity Tenant. If Tenant purports to be is a corporation or other entity, the persons executing this Lease on behalf of Tenant hereby covenant, represent and warrant that Tenant is a duly incorporated or formed, or duly qualified (if foreign) corporation or entity and is authorized to do business in the State where the Premises is located (a copy of evidence thereof to be supplied to Landlord upon request); and that the person executing this Lease on behalf of Tenant is duly authorized to execute, acknowledge, and deliver this Lease to Landlord.

21.6. Enforcement. All of the terms and provisions of this agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, estates, successors and permitted assigns.

21.7. Exclusive Venue. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Marion County, Florida.

21.8. JURY WAIVER. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT

LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

21.9. Notices.

21.9.1. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed to the address set forth at the address of a party as set forth regarding its signature line or to such other addresses as any party may designate by notice complying with the terms of this paragraph.

21.9.2. Each such notice shall be deemed delivered:

a. On the date delivered if by personal delivery;

b. On the date of facsimile transmission if by facsimile, unless such date is not a business day, or such transmission occurs after 5:00 p.m., in which case such notice shall be deemed delivered on the business day immediately following the day on which the facsimile transmission occurs; and

c. If the notice is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; (b) the date upon which delivery is refused; (c) the date upon which notice is designated by the postal authorities as not delivered; or (d) the third business day after mailing.

d. Not withstanding the foregoing, service by personal delivery delivered, or by facsimile sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.

21.9.3. If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.

21.10. Governing Laws. This agreement and all transactions contemplated by this agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.

23.0. Attorney's Fees. If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

23.1. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

23.2. Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

23.3. Severability Clause. Provisions contained in this agreement that are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.

23.4. Waiver.

23.4.1. A failure to assert any rights or remedies available to a party under the terms of this agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

23.4.2. No payment by Tenant or receipt by Landlord or its agents of a lesser amount than the rent and other charges stipulated in this Lease shall be deemed to be other than a payment on account thereof, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord or its agents may accept such check or payment without prejudice to Landlord's right to recover the balance of the amount due or to pursue any other remedy provided in this Lease or by applicable Law.

23.5. Entire Understanding. This agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties. The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

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IN WITNESS WHEREOF, the parties have executed this Lease on the dates set forth below.

ATTEST:

Witness

Print Witness Name

Witness

Print Witness Name

Angel B. Jacobs
City Clerk

APPROVED AS FORM AND LEGALITY:

~~Patrick G. Gilligan~~
~~City Attorney~~
W. James Gooding III
Assistant City Attorney

Witness

Print Witness Name

Witness

Print Witness Name

LANDLORD

City of Ocala, a Florida municipal corporation

By: _____
John M. McLeod
President, Ocala City Council

Address for notices:

City of Ocala
Attention: Airport Director
750 SW 60th Avenue
Ocala, Florida 34474
Fax: (352) 861-2227

ACCEPTED BY CITY COUNCIL
APRIL 1, 2014
DATE
OFFICE OF THE CITY CLERK

TENANT

Townley Engineering and Manufacturing Company, Inc., a Florida corporation

By: _____
J.O. Townley, Jr. as President

Address for notices:

P.O. Box 221
Candler, Florida 32111
Fax: _____

Exhibit A

Townley Hangar
Legal Description of Lease and Easement Area at Ocala International Airport

A description of a parcel of land in the southeasterly ¼ of Section 20, Township 15 South, Range 21 East, being more particularly described as:

Commence at the East ¼ corner of Section 20, Township 15 South, Range 21 East, Thence South 0°26'43" West 1037.74 feet to the Point of Beginning. Thence from the Point of Beginning:

South 0°26'43" West 200.00 feet.
North 89°33'17" West 143.87 feet.
North 0°26'43" East 200.00 feet.
South 89°33'17" East 143.87 feet.

To the Point of Beginning. Said parcel of land contains 0.66 acres more or less.

EASEMENT FOR INGRESS AND EGRESS AND UTILITIES

Together with the following 20.00 feet easement:

Commence at the East ¼ corner of Section 29, Township 15 South, Range 21 East, Thence South 0°26'43" West 1037.52 feet to a point; Thence North 89°33'17" West 85.00 feet to the Point of Beginning:

North 89°33'17" West 287.44 feet.
South 0°26'43" West 20.00 feet.
South 89°33'17" East 287.44 feet.
North 0°26'43" East 20.00 feet.

To the Point of Beginning. The City of Ocala hereby reserves the right to place the necessary utilities in, over, under and across described lands.

File #: 2025-1999 Agenda Item #: 6d.

Submitted By: Joshua Sasso

Presentation By: Joshua Sasso

Department: Police

FORMAL TITLE:
Renewal of the annual maintenance and support contract of VMWare for the Ocala Police Department in the amount of $86,303

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Ocala Police Department (OPD) has been using VMWare as its core software to virtualize its servers and desktops for over 10 years. VMWare eliminates the need for physical equipment for each service, thereby reducing costs. Instead, virtual computers can be used, which reduces electricity consumption, heating requirements, and staff management.

FINDINGS AND CONCLUSIONS:
Renewing OPD's annual VMware maintenance and support contract sustains operational excellence by reducing hardware needs, lowering energy and cooling costs, and enabling efficient IT resource management. For over a decade, VMware has delivered cost savings, environmental benefits, and reliable support for daily operations, helping OPD adapt to evolving technology while protecting both budget and efficiency.

As a political subdivision of the state of Florida, the City of Ocala qualifies as an eligible user of Sourcewell cooperative purchasing agreements. Sourcewell agreements have been competitively solicited by governmental agencies and evaluated and determined by the Procurement and Contracting Officer to be cost-effective and to afford best value. Sourcewell Contract No. 121923-SHI, is effective for a four-year term through February 27, 2028.

Staff recommends approval.

FISCAL IMPACT:
Funding for this contract renewal will be provided by the Fiscal Year 2025-26 Ocala Police Department budget in account 001-018-811-521-52-52050. This will be tracked under contract number 250957.

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Pricing Proposal
Quotation #: 26578032
Created On: 8/28/2025
Valid Until: 9/19/2025

FL-City of Ocala Police Department

Joshua Sasso
402 S. PINE AVENUE
OCALA, FL 34471
United States
Phone: 352-369-7033
Fax:
Email: jsasso@ocalapd.org

Inside Account Manager

Lexi Stewart
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-564-8331
Fax:
Email: Lexi_Stewart@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	VMware vSphere Foundation 8 VMware - Part#: VCF-VSP-FND-1Y Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 10/1/2025 – 9/30/2026	416	$207.46	$86,303.36
			Total	$86,303.36

Additional Comments

Keep in mind, VMWare recently changed their approval process for reinstatement fees. A completed waiver form and valid business case are required in order to be considered for approval. Please make sure to send over all POs prior to you expiration date to avoid the reinstatement fee.

Please note the following:

1) VMware EULA https://docs.broadcom.com/docs/end-user-agreement-english
2) VMware Does Not offer a standard return policy
3) Service offerings are non-refundable. For these products, orders are non-cancellable and non-returnable from point of order.
4) PSO Credits are only active for 1 Year

Please Note, Broadcom product lines have the following reinstatement fee policy:

o Effective immediately, late orders will be charged a 25% reinstatement fee.
o Every additional week late will result in an incremental 10% fee added

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts,

please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

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Foundation Agreement

1. INTRODUCTION

1.1. This Foundation Agreement (“**Foundation Agreement**”) between the applicable Regional Broadcom Entity set forth in the referencing Transaction Document, a Broadcom Inc. company, (“**Broadcom**”), and your organization, (“**Customer**”), is effective on the date set forth in the referencing Transaction Document which identifies the “Start Date” and specifies the terms and conditions agreed between the Parties as a foundation for their relationship as further defined in the applicable Modules.

1.2. With respect to the Broadcom Offering, additional terms shall be included in a Module, while terms specific to each individual order from Customer or Broadcom Partner shall be set forth in the Transaction Document(s) for such order.

1.3. This Foundation Agreement may incorporate any applicable Module referenced in the “Governing Contract” section of the applicable Transaction Document.

2. DEFINITIONS

2.1. “**Agreement**” means this Foundation Agreement, the applicable Module, the applicable Transaction Document, and any document incorporated expressly therein by reference.

2.2. “**Affiliate**” means any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled entity.

2.3. **“Broadcom Offering**” means the individual offering (such as software, services, education, software as a service, or support) in the CA, Symantec, or VMware product families.

2.4. **“Broadcom Partner**” means a Broadcom authorized channel partner selected by the Customer.

2.5. **“Broadcom Software**” means the computer software programs in the CA, Symantec, or VMware product families made generally available and licensed to Customer under the applicable Module pursuant to the applicable Transaction Document. Broadcom Software may be provided individually or packaged as a software appliance and includes all versions and releases provided as part of Broadcom Maintenance, if applicable.

2.6. “**Confidential Information**” means any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential, or otherwise so identified, or any information that by its form, nature, content, or mode of transmission would be deemed confidential or proprietary to a reasonable recipient, including, without limitation, Broadcom Offerings, Documentation, the Agreement, Transaction Documents, Broadcom provided pricing, and any benchmarking data or results.

2.7. “**Documentation**” means the technical product specifications or user manuals published by Broadcom or a Broadcom Affiliate.

2.8. “**Module**” means the additional terms and conditions applicable to a Broadcom Offering. If a Broadcom Offering includes both on-premises software and SaaS, then each applicable Module

applies.

2.9. "**Party**" or "**Parties**" means individually and/or collectively Broadcom and/or the Customer.

2.10. "**Personal Data**" means any information relating to (i) an identified or identifiable person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable data protection laws), provided in connection with the Agreement.

2.11. "**Taxes**" means any applicable sales tax, value-added tax (VAT), goods and services tax (GST), consumption tax, ISS, PIS and COFINS or any other applicable taxes.

2.12. "**Term**" means the period during which the Broadcom Offering is provided as specified in the Transaction Document.

2.13. "**Transaction Document**", "**Order Form**", or "**Order**" means a mutually agreed ordering document such as a Broadcom quote, order form, or statement of work for the specific Broadcom Offering licensed or purchased. Either Transaction Documents are executed or, in the case of a quote and purchase order ("PO"), a PO referencing such quote is issued and that issuance constitutes acceptance of the quote and formation of contract.

3. ORDERING AND DELIVERY

3.1. Under the terms of this Agreement and subject to the terms of the applicable Module(s), Customer and any Customer Affiliate incorporated in the same jurisdiction as Customer, may purchase Broadcom Offerings directly from Broadcom or through a Broadcom Partner, and Broadcom shall provide the specific Broadcom Offering. All Customer Affiliates incorporated in a different jurisdiction than Customer, must sign a participation agreement with Broadcom to adopt and adhere to the terms of this Agreement.

3.2. The Broadcom Offerings, (and any hardware components if included within your Transaction Document), will be delivered either in tangible media FCA SD (FCA Shipping Dock), as defined in INCOTERMS 2020, from Broadcom's shipping point as indicated in the Transaction Document or by electronic delivery (ESD). Customer agrees to be responsible for all customs, duties, import clearances, title, and risk of loss to any Broadcom hardware, if included, will pass upon point of delivery to Customer's carrier at Broadcom's shipping location. For non-US customers, title to the hardware product transfers when the product leaves the national territory of the US.

3.3. In the event of a payment or set off issue relating to one Broadcom Offering, such payment issue will not impact any other obligation to pay for any Broadcom Offering provided to Customer.

4. CONFIDENTIALITY

4.1. The Parties agree that, when receiving Confidential Information from the disclosing Party, the receiving Party shall hold it in confidence and shall not disclose nor use such information except as necessary to carry out the purpose of this Agreement. The receiving Party shall treat the disclosing Party's Confidential Information confidentially and in the same manner as it treats its own proprietary and/or confidential information, which shall not be less than a reasonable standard of care. Confidential Information may be disclosed to receiving Party's employees, affiliates, agents, financial advisors, contractors, and attorneys on a need-to know basis and the receiving Party shall ensure that such persons preserve and use such Confidential Information pursuant to the

terms of the Agreement.

4.2. The receiving Party may disclose Confidential Information in connection with a judicial or administrative proceeding to the extent that such disclosure is required under applicable law or court order, provided that the receiving Party shall, where reasonably possible, give the disclosing Party prompt and timely written notice of any such proceeding and shall offer reasonable cooperation in any effort of the disclosing Party to obtain a protective order.

4.3. For the purposes of the Agreement, Confidential Information excludes: (i) information which the receiving Party has been authorized in writing by the disclosing Party to disclose without restriction; (ii) information which was rightfully in the receiving Party's possession or rightfully known to it prior to receipt of such information from the disclosing Party; (iii) information which was rightfully disclosed to the receiving Party by a third party having proper possession of such information, without restriction; (iv) information which is part of or enters the public domain without any breach of the obligations of confidentiality by the receiving Party; and
(v) information which is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information.

4.4. Nothing in the Agreement will (i) preclude Broadcom from using the ideas, concepts and know-how which are developed in the course of providing any Broadcom Offerings to Customer or (ii) be deemed to limit Broadcom's rights to provide similar Broadcom Offerings to other customers. Customer agrees that Broadcom may use any feedback provided by Customer related to any Broadcom Offering for any Broadcom business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works.

4.5. The receiving Party agrees, upon request of the disclosing Party, to return to the disclosing Party all Confidential Information in its possession or certify the destruction thereof.

4.6. In the event of a breach of this section 4, the disclosing Party may not have an adequate remedy at law. The Parties therefore agree that the disclosing Party may be entitled to seek the remedies of temporary and permanent injunction, specific performance, or any other form of equitable relief deemed appropriate by a court of competent jurisdiction. For any Confidential Information that constitutes a trade secret under applicable law, the obligations of this section will continue for so long as such trade secret status is maintained by the disclosing Party. For all other Confidential Information, the foregoing obligations shall extend for five (5) years from the date of initial disclosure.

5. FEES

5.1. To the extent permitted by law, Customer shall issue and provide Broadcom a purchase order ("**PO**"), or a series of POs, for the full term and total fees that are due contemporaneously with the execution of each Transaction Document. Broadcom, directly or through a Broadcom Partner, reserves the right to invoice Customer for any use of the Broadcom Offerings in excess of the Authorized Use Limitation at Broadcom's then-current list price.

5.2. Unless an alternative date of payment is set out on the Transaction Document, payment is due upon the due date specified on the invoice. Customer agrees to pay Taxes in addition to the fees when such payments are due. Customer (a) may only withhold tax as required by law, subject to the application of any reduced rate allowed in an income tax treaty or otherwise, (b) shall request all documentation required for the reduction of withholding tax, and (c) shall provide proof of payment of the withholding tax for credit relative to the applicable invoice(s).

5.3. If indicated on the Transaction Document, Customer may pay any initial payment due to Broadcom on or before the due date (as stated in the applicable Transaction Document) through a same day fed wire. For other payments required of Customer due to Broadcom, Broadcom will send Customer an invoice containing updated wire transfer information at least thirty (30) days prior to each respective due date. Broadcom reserves the right to change credit or payment terms at Broadcom's discretion if Customer's or Broadcom Partner's financial condition or previous payment history so warrant.

5.4. A Customer issued PO may be used to accept terms of a Transaction Document in place of a signature on the Transaction Document, provided that Customer references the Transaction Document in the PO and includes the appropriate reference number, if applicable.

5.5. If a payment due date falls on a weekend or a holiday the payment shall be payable by Customer to Broadcom on the business day immediately prior to such date.

5.6. Failure to timely remit payment of all amounts set forth in a Transaction Document or under any other agreement with any Broadcom entity after written notice from Broadcom and a reasonable opportunity to remit such payment by Customer and to the full extent permitted by applicable law, shall (1) relieve Broadcom of any support obligations hereunder, and (2) suspend all Customer subscription use rights until payment is tendered at which time use rights and support shall recommence. Broadcom reserves the right to impose late fees as may be permitted by law on any past due amounts.

5.7. Broadcom may assign its payment rights in, or grant a security interest in, this Agreement and any associated Transaction Document to a third party without requiring such third party to be liable for the obligations of Broadcom under this Agreement or Transaction Document, provided that (1) Broadcom remains directly responsible for performance of its duties hereunder, and (2) Customer's obligations are not otherwise affected.

5.8. In the event Customer orders a Broadcom Offering through a Broadcom Partner (or that partner's resale channel), this Foundation Agreement, excluding all of Section 5 (except Section 5.6), shall apply to Customer.

6. TITLE

6.1. Broadcom retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all Broadcom Offerings and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Agreement is exchanged between the Parties.

7. WARRANTY

7.1. Each Party represents and warrants that it has the legal power to enter into the Agreement.

7.2. Broadcom represents and warrants that it owns or otherwise has sufficient rights to grant Customer the rights defined in any Transaction Document and/or Module.

7.3. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR (1) SELECTING CONFIGURATIONS, POLICIES, AND PROCEDURES IN THE BROADCOM OFFERING(S) THAT ARE CONFIGURABLE INCLUDING, WITHOUT LIMITATION, THE SELECTION OF FILTERED CATEGORIES AND WEB APPLICATION CONTROLS, AND FOR ASSURING THAT THE SELECTION (A) CONFORMS TO CUSTOMER'S POLICIES AND PROCEDURES AND (B) COMPLIES WITH ALL APPLICABLE LAWS.

7.4. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ABOVE WARRANTIES AND THOSE SET FORTH WITHIN THE APPLICABLE TRANSACTION DOCUMENTS AND/OR MODULES ARE THE SOLE WARRANTIES PROVIDED BY BROADCOM. NO OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, INCLUDING THAT THE BROADCOM OFFERING WILL OPERATE UNINTERRUPTED OR IS ERROR FREE, OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, RELATING TO THE BROADCOM OFFERINGS, ARE MADE BY BROADCOM OR ITS SUPPLIERS.

8. INDEMNIFICATION

8.1. Broadcom will indemnify, defend and/or, at its option, settle any third party claims that Customer's use of the specific Broadcom Offering licensed or purchased by Customer under this Agreement infringes any valid US patent or copyright within the jurisdictions where Customer is authorized to use the Broadcom Offering at the time of delivery provided that: (i) Customer gives Broadcom prompt written notice thereof and reasonable cooperation, information and assistance in connection therewith; (ii) Broadcom shall have sole control and authority with respect to defense or settlement thereof; and (iii) Customer takes no action that is contrary to Broadcom's interest. Broadcom may, at its option and expense: (a) procure for Customer the right to continue to use the Broadcom Offering; (b) repair, modify or replace the Broadcom Offering so that it is no longer infringing; or (c) provide a pro-rated refund of the fees paid for the Broadcom Offering (directly or through the Broadcom Partner) which gave rise to the indemnity calculated against the remainder of the Term from the date it is established that Broadcom is notified of the third party claim. If the Broadcom Offering is Broadcom Software, and is licensed on a perpetual basis, an amortization schedule of three (3) years shall be used for the basis of the refund calculation.

8.2. Broadcom shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the Broadcom Offering except a modification by Broadcom, (ii) if the Broadcom Offering is not being used in accordance with Broadcom's specifications, related documentation and guidelines, (iii) if the alleged infringement would be avoided or otherwise eliminated by the use of a Broadcom published update or patch, (iv) if the alleged infringement is a result of use of the Broadcom Offerings in combination with any third party product, (v) for any Deliverable provided by Broadcom in accordance with Customer's specifications, (vi) for any claim relating to open source software or freeware technology that is not embedded by Broadcom into the Broadcom Offerings, (vii) for any Broadcom Offering provided on a no-charge, beta, or evaluation basis, or (viii) if the applicable fees due for the specific Transaction Document have not been paid or Customer is otherwise in breach of this Agreement. The indemnifications contained herein shall not apply and Broadcom shall have no liability in relation to any Broadcom Offering produced by Broadcom at the specific direction of Customer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF BROADCOM REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

8.3. Each Party shall indemnify the other against all damages, fees, (including reasonable attorney's fees) fines, judgments, costs and expenses finally awarded as a result of a third party action

alleging a bodily injury or death which arises under the Agreement, provided that such liabilities are the proximate result of gross negligence or intentional tortious conduct on the part of the indemnifying Party.

8.4. Customer shall indemnify Broadcom against any claim that any data, materials, items, or information supplied to Broadcom under the Agreement infringes any US patent, copyright, or trademark within the jurisdictions where Broadcom is provided with such information.

9. LIMITATION OF LIABILITY

9.1. **DISCLAIMER**. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT OR BUSINESS OPPORTUNITIES, LOSS OF USE, LOSS OF DATA, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION UNDER ANY THEORY OF LIABILITY.

9.2. **CAP ON MONETARY LIABILITY.** IN NO EVENT WILL A PARTY'S LIABILITY FOR DIRECT DAMAGES EXCEED TWO TIMES THE AMOUNTS PAID OR PAYABLE BY CUSTOMER FOR THE BROADCOM OFFERING THAT GAVE RISE TO THE CLAIM IN THE TWELVE MONTHS PRIOR TO THE DATE SUCH BREACH OCCURRED. BROADCOM'S AGGREGATE LIABILITY FOR AN EVALUATION LICENSE WILL NOT EXCEED $5,000 USD.

9.3. **APPLICATION**. THE LIMITATIONSOF LIABILITY IN SECTIONS 9.1 (DISCLAIMER) AND 9.2 (CAP ON MONETARY LIABILITY) WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY UNDER THIS AGREEMENT, EXTEND TO BROADCOM'S SUPPLIERS, AND WILL NOT APPLY TO: (A) EITHER PARTY'S BREACH OF CONFIDENTIALITY IN SECTION 4; (B) THIRD PARTY CLAIMS ARISING UNDER THE INDEMNIFICATION SECTION; OR (C) CUSTOMER'S BREACH OF TITLE IN SECTION 6.

10. TERM & TERMINATION

10.1. This Foundation Agreement shall continue in effect unless otherwise terminated in accordance with this section.

10.2. This Foundation Agreement, applicable Module(s), and the applicable Transaction Document may be terminated by either Party (a) upon a material breach by the other Party, provided that, in each instance of a claimed breach: (i) the non-breaching Party notifies the breaching Party in writing of such breach; and (ii) the breaching Party fails to cure such breach within thirty (30) days (or such other period as mutually agreed by the Parties) from receipt of such notice; (b) upon insolvency of the other Party, if permitted by law. The foregoing notwithstanding, any breach by Customer of licenses or rights granted pursuant to this Agreement will constitute an incurable material breach by Customer; and, Broadcom may immediately terminate all of Customer's use rights and licenses, (subscription-based, perpetual, access, and use), upon written notice to Customer, and Customer must either: a) delete all full or partial copies of the Broadcom Software and SaaS instances from all computing or storage equipment and verify such deletion in a statement signed by a Vice-President or a duly authorized representative sent to usage.reporting@broadcom.com, or b) return to Broadcom all full or partial copies of the Broadcom Software. Such termination shall not relieve Customer from its obligations as set forth within the related Transaction Document.

10.3. Termination does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have

under law or in equity with respect to any breach of this Foundation Agreement or the Agreement. In the event of termination by Broadcom for an uncured material breach by Customer, all fees shall immediately become due and payable.

10.4. Customer may terminate any Order (direct or indirect) for Broadcom Offerings (but in all cases excluding any hardware offerings and associated support contracts therefor) between the parties so long as such Order is governed by these terms as of the date of termination, without cause and without further charge or expense at any time. Customer's termination shall be effective immediately upon written notice to Broadcom sent to usage.reporting@broadcom.com

On or after the termination date, with the exception of any Fully Paid-Up perpetual licenses (where the amount of "Fully Paid-Up" licenses will equal the total whole number of licenses earned prior to the termination and are assumed to be paid for equally over the initial term of the associated Support Services), Customer must either: a) delete all full or partial copies of the Broadcom Software from all computing or storage equipment, and verify such deletion in a statement signed by a Vice-President or a duly authorized representative and sent to usage.reporting@broadcom.com, or b) return to Broadcom all full or partial copies of the Broadcom Software.

Once Customer's verification or the Broadcom Software copies are received, Broadcom will pay Customer, or Broadcom Partner, a pro-rata refund of any License, SaaS/Cloud Service, Support Services, or other fees Customer or Broadcom Partner pre-paid ("Refund Fees") in accordance with the paragraph below. Refund Fees will be calculated on the number of days remaining in the term (which for the purposes of this calculation will be deemed to commence from the date Customer's verification or the Broadcom Software copies are received) of the offering eligible for the refund. If the Broadcom Software is licensed as a perpetual license and the associated Support Services is in its initial term, Customer, or Broadcom Partner as appropriate, will receive a pro-rated refund of the cash consideration paid to Broadcom based on the initial payment schedule and shall be entitled to keep the whole number of perpetual licenses Fully Paid-Up through such date, absent language to the contrary in the applicable order.

10.5. Notwithstanding the foregoing paragraph, if an Order is terminated without cause, neither Party shall have further obligations under the Agreement with respect to such Order, except that the Parties shall remain bound by the obligations within the survival section of the Agreements. Refund Fees will be paid within sixty (60) days to Customer (or Broadcom Partner who will process the invoicing or reimbursement of fees to Customer as appropriate and under the commercial terms between the Broadcom Partner and Customer), from the date Customer's verification or the Broadcom Software copies are received, and any unpaid fees reflecting the Broadcom Offerings delivered prior to the termination date shall become immediately due.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. **Choice of Law; Venue**. Depending on the Regional Broadcom Entity that is a Party to this Agreement, the exclusive governing law, jurisdiction, designated arbitral body, arbitration rules and seat shall be as set forth below; except for any action related to non-payment, which may be brought in any court of competent jurisdiction:

Regional Broadcom Entity	**Governing Law**	**Jurisdiction**	**Arbitration Organization, Rules, and Seat**

CA, Inc.	State of California	State and/or Federal Courts located in Santa Clara County, California	The American Arbitration Association ("AAA"); AAA Commercial Arbitration Rules; Seat of arbitration in California.
VMware International Unlimited Company	Ireland	Courts located in Ireland	International Chamber of Commerce ("ICC"); ICC Rules of Arbitration; Seat of arbitration in Dublin, Ireland.
CA Programas de Computador, Part e Serv Ltda.	Brazil	State Courts located in São Paulo, SP, Brazil	The American Arbitration Association Commercial Arbitration Rules; Seat of arbitration in São Paulo.
Broadcom Government Solutions LLC	State of California	State and/or Federal Courts located in Santa Clara County, California	The American Arbitration Association ("AAA"); AAA Commercial Arbitration Rules; Seat of arbitration in California

The Agreement will not be governed by the following, the application of which is hereby expressly excluded: (a) the conflict of law rules of any jurisdiction, (b) the United Nations Convention on Contracts for the International Sale of Goods, and (c) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction. The Parties further agree to accept service of process in accordance with the rules/procedures of the arbitral body or relevant court (as applicable), except that the Parties hereto irrevocably waive any objection that service of process must conform to the Hague Service Convention or other applicable law or treaty regarding service of process.

11.2. Dispute Resolution. Any dispute, claim or controversy arising out of relating to the Agreement ("**Dispute**") shall be resolved as provided in this Section.

11.2.1. Informal Dispute Resolution. Save for Disputes relating to unpaid amounts, before initiating any formal proceeding relating to a Dispute, the Parties shall meet as frequently and as often as they reasonably deem necessary to negotiate in good faith to resolve the Dispute. If the Parties are unable to resolve the Dispute within thirty (30) days of initiating the discussions, then each Party shall appoint one (1) senior executive who is not directly involved on a day-to-day basis with the subject matter of the Agreement, and those senior executives shall negotiate the matter in good faith. A formal proceeding relating to a Dispute shall not be commenced until the earlier of: (i) the good faith determination by

one of the appointed senior executives that resolution through continued negotiation of the matter does not appear likely; or (ii) thirty (30) days following the date that the Dispute was first referred to the appointed senior executives. Nothing in this paragraph shall be construed to prevent a Party from instituting formal proceedings to the extent necessary to avoid the expiration of any applicable limitations period or to pursue injunctive remedies deemed reasonably necessary to protect its interests.

11.2.2. Arbitration. Except as set forth in this paragraph, any Dispute shall be resolved by confidential arbitration. The place of the arbitration, governing law and applicable rules shall be as set forth in Section 11.1 (Choice of Law; Venue). The arbitral tribunal shall consist of three (3) arbitrators: one selected by each Party, and the third to be agreed upon by the Parties (and if agreement cannot be reached, designated by the arbitral body), which third arbitrator shall be the Chairperson. The language of the arbitration shall be English. The dispute shall be finally settled within twelve (12) months after constitution of the arbitral tribunal. The Parties agree to request a written explanation/opinion in connection with any award. Judgment on the award rendered by the arbitrators may be enforced in any court having jurisdiction thereof. Notwithstanding anything to the contrary in this paragraph, either Party may: (i) apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory injunctive relief; or (ii) seek redress in any court of competent jurisdiction in order to enforce its intellectual property rights or protect Confidential Information. The Parties shall have a right to appeal an arbitral award to a court of competent jurisdiction in order to set aside the award.

11.3. In any formal action or proceeding arising from a Dispute or relating to non-payment, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees from the other Party.

12. GENERAL TERMS

12.1. Amendments. The terms of the Agreement may only be amended by mutual written agreement of the Parties.

12.2. Force Majeure. Except for payment obligations and obligations pertaining to non-disclosure, notwithstanding any contrary provision in the Agreement, neither Party will be liable for any action taken, or any failure to take any action required to be taken, in the event and to the extent that the taking of such action or such failure arises out of causes beyond a Party's control, including, without limitation, war, civil commotion, act of God, pandemic, epidemic, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal).

12.3. Order of Precedence. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) the Transaction Document; (2) Broadcom's global Data Processing Addendum (DPA) to the extent one is in place between the Parties, (3) the applicable Specific Program Documentation or SaaS Listing, (4) the relevant Module; (5) this Foundation Agreement. Notwithstanding this Order of Precedence, any terms that may appear on a Customer's purchase order that vary from the Agreement (including without limitation pre-printed terms) shall be deemed null and void.

12.4. Independent Contractors. The Parties expressly agree that the relationship between them is that of customer-independent contractor.

12.5. **Personal Data**

12.5.1. **Broadcom as Controller.** Related to the provision of the Broadcom Offerings, Broadcom may process limited Personal Data as a controller in accordance with, and for the purposes defined in, Broadcom's Privacy Notice available at https://www.broadcom.com/privacy (or successor URL) in compliance with applicable data protection laws. Those purposes include: (i) management of Customer relationship; (ii) sales administration; (iii) communications related to technical support, new versions or updates; (iv) marketing of Broadcom Offerings; (v) development of threat intelligence for the purposes of ensuring fraud prevention and network and information security; (vi) development and enhancement of the Broadcom Offerings; and (vii) compliance with applicable laws and regulations.

12.5.2. **Broadcom as Processor**. Where Broadcom processes Personal Data within Customer Data on behalf of Customer, Broadcom's global Data Processing Addendum (DPA), located at https://www.broadcom.com/privacy (or successor URL), applies. If Customer procures the Broadcom Offering through a Broadcom Partner, the Broadcom Partner shall be responsible for entering into a relevant data processing agreement with Customer.

12.6. Assignment. Neither Party shall assign the Agreement or any of its rights or delegate any of its duties under the Agreement, either by operation of law, agreement, or any other process, without the prior written consent of the other Party, except that Broadcom shall have the right to assign the Agreement or any of its rights or delegate any of its duties under the Agreement at any time to any Broadcom Affiliate(s), or to a successor in interest of all or substantially all of the business to which the Agreement relates. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void.

12.7. Import/Export. Customer acknowledges that the Broadcom Offering(s) is subject to import and export laws and regulation, including without limitation in the specific case of the U.S. the Export Administration Regulations, rules regulated by Office of Foreign Assets Control. Customer agrees that the Broadcom Offering(s) will not be exported, reexported or transferred in violation of export control laws or used for any purpose connected with chemical, biological or nuclear weapons or missile applications, nor be transferred or resold, if Customer has knowledge or reason to know that the Broadcom Offering(s) are intended or likely to be used for such purpose. Customer represents and warrants that: (a) Customer and any Authorized User, are not, and are not acting on behalf of: (1) any person who is a citizen, national, or resident of, or who is controlled by, the government of any country to which the United States has prohibited export transactions; or (2) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List, or any similar applicable designated persons list.

12.8. Legal Compliance. Both Parties shall comply with applicable federal, state, local laws, regulations and ordinances, and all other applicable laws and regulations in the performance of this agreement and use of any Broadcom Offering. Broadcom may suspend performance if Customer is in violation of applicable laws, regulations, or ordinances or in the event of a security risk to a Broadcom Offering or its users.

12.9. Critical Applications. The Broadcom Offerings are not fault tolerant and use of the offerings is prohibited for on-line control equipment in hazardous environments requiring fail-safe performance, such as the operation of aircraft navigation or aircraft communications systems, air traffic control, life support systems, human implantation, nuclear facilities or systems, weapons systems, or any other application where failure of the offering could lead to death, personal injury, or severe physical or environmental damage.

12.10. Announcements. Neither Party may issue press releases relating to the Agreement without approving the content with the other Party.

12.11. Notice. Any notice required or permitted by the Agreement shall be given in writing, will refer to the Agreement and will be personally delivered or sent by a reputable overnight courier service (e.g., FedEx, UPS, DHL, etc.), electronic transmission (email or posting to a Broadcom customer portal) or registered or certified mail (return receipt requested) to the other Party's legal department at the address set forth in the Agreement, or such other address as is provided by notice as set forth herein. Notices shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.

12.12. Headings. The section headings used herein are for information purposes only and shall not affect the interpretation of any provision of this Agreement.

12.13. Validity. In the event any term or provision of the Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Agreement.

12.14. Third Parties. This Agreement shall not create any rights in favor of, or any obligations owed by, any third party unless otherwise expressly defined in any Module. The Parties agree that any action arising from this Agreement shall solely be brought by Customer or Broadcom.

12.15. Waiver. Waiver of a breach of the Agreement will not constitute a waiver of any later breach.

12.16. Survival. Sections pertaining to Dispute Resolution, Choice of Law, Confidentiality, Title, Warranty, Limitation of Liability, Termination, Reporting and Audit, and Import Export shall survive termination of this Foundation Agreement.

12.17. Entire Agreement. The Agreement and all documents incorporated by reference therein shall comprise the entire agreement as pertaining to the subject matter thereof and all other prior representations, proposals, and other such information exchanged by the Parties concerning the subject matter is superseded in their entirety by the Agreement.

1. INTRODUCTION

1.1. This Module for Broadcom Software ("**Software Module**") between the applicable Regional Broadcom Entity set forth in the referencing Transaction Document, a Broadcom Inc. company, ("**Broadcom**"), and Customer, ("**Customer**"), is effective on the date set forth in the referencing Transaction Document, and specifies the terms and conditions which apply to Broadcom Software that Broadcom will license to Customer and the Support that applies.

1.2. This Software Module incorporates by reference the terms of the Foundation Agreement effective on the date set forth in the referencing Transaction Document between Broadcom and Customer (or Broadcom Partner). Any capitalized terms used in this Software Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

2.1. "**Authorized End Users**" means Customer, Customer Affiliate(s) and their employees and independent contractors (but excluding any outsourcer, facilities management provider, managed service provider, or application service provider unless Customer explicitly takes full responsibility and liability for such party's act and omissions) that are bound by terms and conditions no less restrictive than those contained herein and are acting on behalf of Customer and not a third party.

2.2. "**Authorized Use Limitation**" or "**Meter**" means the quantity of the Broadcom Software licensed in accordance with the License Metric specified in the Transaction Document.

2.3. "**Distributed Software**" means the Broadcom Software that is generally used for independent usage across individuals systems or hardware based on the License Metric in a decentralized form of computing.

2.4. "**Hardware**" means the Broadcom provided physical hardware device or server.

2.5. "**License Metric**" means the specific criteria for measuring the usage of the Broadcom Software (such as MIPS, CPUs, Cores, tiers, servers, or users).

2.6. "**Mainframe Software**" means Broadcom Software that is generally used for a large capacity processor that provides links to users through less powerful devices such as workstations or terminals based on the License Metric in a centralized form of computing.

2.7. "**Perpetual License**" means a license to use Broadcom Software for an indefinite period subject to compliance with the Agreement.

2.8. "**Subscription**" or "**UMF**" (Usage and Maintenance Fee) license means a license to use Broadcom Software for a specific period of time which shall include Support unless otherwise stated in a Transaction Document.

2.9. "**Support**" (which may also be referred to as "**Maintenance**") means technical support for the Broadcom Software. Support may also contain "**Content Updates**" provided by Broadcom for use with the Software intended to be updated, including, but not limited to, data, signatures, definitions, rules, policies, and URLs used by the Broadcom Software, and may include content produced as a result of Customer's use of the Broadcom Software.

2.10. "**Territory**" means the geographic region of United States, North America (i.e., Canada, and Central America), Brazil, South America (excluding Brazil), EMEA, and APAC where Customer is authorized to install the Broadcom Software as indicated by the "Ship To" location in the Transaction Document, unless more broadly or narrowly granted in the Transaction Document. EMEA is defined as the continents of Europe (including the surrounding islands such as UK and Ireland) and Africa, and the Middle Eastern countries in the continent of Asia, south of, and including Turkey and west of Iran. APAC is defined as all countries not in Americas or EMEA geographic regions.

3. SOFTWARE OFFERING & OBLIGATIONS

3.1. Subject to the Customer's compliance with the Agreement, Broadcom grants the Customer a limited, nonexclusive, non-transferable license in object code form, for the Term to:

3.1.1. Install and deploy the Broadcom Software in the Territory up to the Authorized Use Limitation.

3.1.2. Permit Authorized End Users to remotely use the Broadcom Software for Customer's and Customer Affiliates' internal business wherever located. Customer hereby expressly agrees that a breach by an Authorized End User of the Agreement shall be considered to be a breach by and the responsibility of the Customer.

3.1.3. Excluding Software in the VMware product family, make a reasonable number of copies of the Broadcom Distributed Software for disaster recovery "cold standby", backup and archival purposes. Use of such copies is limited to testing Customer's disaster recovery procedures and effectiveness and as is necessary during any reasonable period subsequent to the occurrence of an actual disaster during which Customer cannot operate the Broadcom Software.

3.1.4. Make a reasonably necessary number of copies of the Broadcom Mainframe Software for disaster recovery purposes and use of such copies at another machine(s), provided the use of such copies shall be limited to:

(a) Conducting limited testing of the DR Plan's procedures and effectiveness so long as z/OS is not actively running except during such testing and such testing shall not exceed ten consecutive days in duration and shall not occur more than three times per annum; and

(b) The period subsequent to the occurrence of an actual disaster during which Customer cannot operate the Broadcom Mainframe Software in normal operations at a Customer Site and must invoke its DR Plan (as defined below).

Customer represents it has a disaster recovery plan with respect to its sites and the Broadcom Mainframe Software ("**DR Plan**"). The rights provided in subsection (a) above are conditioned upon Customer providing, in writing, the machine-type, model and serial number, for each machine used for disaster recovery purposes. Customer agrees to inform Broadcom of all disaster recovery tests seven (7) days prior to the test occurrence. After a disaster recovery test period, Customer shall run the IBM SCRT for ISV Programs to report the usage of Broadcom Mainframe Software during the test and shall submit to Broadcom at https://scrt.broadcom.com/ no later than ten (10) days after the end of the calendar month in which the test occurred.

Customer agrees to keep Broadcom informed, at Broadcom's request, of the identity and address of any third party providing services in the testing or execution of Customer's DR

Plan and Customer shall require any such third party to agree, in writing, to the confidentiality and restricted usage provisions contained in this Agreement and to furnish such further factual confirmations with respect to its disaster recovery procedures as Broadcom may reasonably request from time to time. In no event may any disaster recovery facility under the ownership, operation or control of any third party be deemed to be a Customer site hereunder nor shall any such third party be considered a third party beneficiary for the purposes of this Agreement.

3.1.5. Relocate Broadcom Software to a new Customer location within the Territory upon prior written notice.

3.2. The Broadcom Software may be provided under terms and conditions, use Meter(s) and model(s) set forth within Specific Program Documentation ("**SPD**") identified in applicable Transaction Document(s). The Broadcom Software's specifications, product use rights and specified operating environment information may be found in the Documentation accompanying the Broadcom Software, if available (e.g., a user manual, user guide, or readme.txt or notice.txt file). The SPD and/or Product Use Rights form an integral part of applicable Transaction Document and are incorporated by reference. If the applicable version of the Software is not specifically listed within the applicable Transaction Document, the SPD and/or Product Use Rights for the most recent prior version shall apply.

3.3. The grant of license is contingent upon Customer's compliance with the following obligations set out under this provision and Customer agrees that, except as expressly set forth in the Agreement or to the extent permitted by applicable law, it shall not: (i) make available, provide or sub-license the Broadcom Software or its results/outputs in any form other than to Authorized End Users, (ii) make any use of the Broadcom Software for which it has not paid, (iii) cause or permit de-compilation, reverse engineering, or otherwise translate or derive source code from all or any portion of the Broadcom Software; (iv) modify, unbundle, enhance or create derivative works of the Broadcom Software and/or Documentation; (v) rent, sell, lease, assign, or transfer the Broadcom Software or use the Broadcom Software to provide hosting, service bureau, on demand or outsourcing services for the benefit of a third party; (vi) remove any proprietary notices, labels, or marks on or in any copy or version of the Broadcom Software or Documentation; (vii) claim any rights in the Broadcom Software other than its right to use, (viii) export or use the Broadcom Software in violation of US or other applicable laws and regulations, or (ix) use the Broadcom Offerings for any prohibited end use, such as for nuclear technology applications, missile, or other military guidance systems and biological weaponry, or major radiation exposure field applications. Any right that is not granted to Customer under this Software Module, the Foundation Agreement or a Transaction Document is reserved to Broadcom. Customer may not use the Software in an electronic communications network that is used wholly or mainly for the provision of publicly available electronic communications services ("**Public Network**") in a manner that violates the rights to privacy or freedom of expression as outlined in the Universal Declaration of Human Rights and the International Covenant on Civil and Political Rights (collectively, "International Human Rights Standards"), of any individual user who directly accesses the Internet or otherwise transmits data through a Public Network, provided the foregoing shall not limit use of the Software in a Public Network to restrict, monitor, collect or process data accessed or transmitted by individual users based upon exceptions to the rights of privacy or freedom of expression that are recognized by International Human Rights Standards. In order to better understand and meet its customers' needs, Broadcom may collect, use, analyze and retain Customer's metadata, system topography information, and/or operations data and, in a confidential and anonymous manner,

aggregate such data with similar usage data of other Broadcom customers.

3.4. Reporting and Audit.

3.4.1. Customer agrees to provide verified reports and records reasonably requested by Broadcom to verify Customer's compliance with the Authorized Use Limitation and License Metric defined in the Transaction Document. These reporting and verification obligations remain in effect during the Term of the Broadcom Offering and for twelve (12) months thereafter.

3.4.2. For all Broadcom Mainframe Software, Customer shall additionally provide to Broadcom via upload to https://scrt.broadcom.com within ten (10) days after the end of each month the IBM SCRT product report for ISV programs for Customer's z/OS mainframe machines, wherever located and whether owned or leased by Customer and any Affiliate or any outsourcing partner, including all disaster recovery machines. For Customers running Broadcom mainframe VSE products, Customer shall provide the ISV SCRT for z/VSE report annually on or before each anniversary date via upload to https://scrt.broadcom.com. For Customers running Broadcom Mainframe VM products, Customer shall provide a listing of the model, serial number and LPAR names of each CPU located at, or remotely accessing each Customer site to CA annually on or before each anniversary date via upload to https://scrt.broadcom.com. Customer shall retain all SMF type 70 and 89 records for twelve (12) months. These reporting and verification obligations remain in effect during the Term and three months thereafter, and upon request up to twelve (12) months thereafter.

3.4.3. Except as may be prohibited by law, for Software from the VMware Cloud Foundation business unit ("VCF Software") which is version 9 or higher, Customer is required, when explicitly noted in the applicable SPD, to provide Broadcom with a regularly-scheduled verified report detailing Customer's installed base and license compliance for such VCF Software using the format and process specified by Broadcom from time to time ("Compliance Report"). In order to fulfill such reporting requirements, Customer must ensure that the Compliance Report files generated by the applicable VCF Software are either transmitted by the software or uploaded by Customer on the schedule required in the SPD and in accordance with the product Documentation. The VCF Software Documentation and SPD set forth any impacts to the product functionality or other consequences of Customer's failure to transmit or upload a timely, unaltered Compliance Report. Customer assumes any and all risks associated with the loss of any and all functionality and access to updates, upgrades and patches when caused by Customer's failure to provide timely, unaltered Compliance Reports.

3.4.4. Customer agrees that, upon thirty (30) days' prior written notice, Broadcom or an independent third party may audit Customer's compliance with the Foundation Agreement, Software Module and the Transaction Document, remotely or at Customer's facilities. Customer shall cooperate in good faith with such audit, which Broadcom agrees will be confidential, and commercially reasonable in nature and time. If Customer's self-verification or Broadcom's audit reveals any unpaid or unlicensed use, Broadcom shall provide written notification to Customer and within thirty (30) days of such written notification, Customer shall order at Broadcom's then-current list price, a sufficient number of such Broadcom Offering(s) and any applicable Support to cover its past or current use in excess of the Authorized Use Limitation and License Metric. If an audit reveals an underpayment of ten percent (10%) or more of total fees owed for the review period, Customer will also reimburse Broadcom for its reasonable audit expenses.

3.5. Customer may request licenses to the Software that may be used only to upgrade or replace hardware, change data centers, or upgrade to a newer version of the Software ("**Migration Licenses**"). Customer may only use Migration Licenses for the period granted by Broadcom. Migration Licenses to the Software are provided "AS IS" without indemnification, support, or warranty of any kind, express or implied. Broadcom's aggregate liability (excluding indirect damages, for which Broadcom expressly disclaims all liability) for any claim arising from Customer's use of the Migration Licenses will not exceed $5,000 USD.

3.6. If the Broadcom Software is provided to Customer for evaluation purposes Section 3.1 (License Grant) is replaced with the following:

3.6.1. Broadcom grants to Customer a non-exclusive, temporary, royalty-free, non-assignable license to use the Broadcom Software solely for internal non-production evaluation subject to the applicable SPD and/or Product Use Rights supplement. Such evaluation license shall terminate (i) on the end date of the pre-determined evaluation period or (ii) sixty (60) days from the date of initial installation of the Broadcom Software, if no such evaluation period is pre-determined ("**Evaluation Term**"). Customer is solely responsible to take appropriate measures to back up its system and take other measures to prevent any loss of files or data. The Software may contain an automatic disabling mechanism that prevents its use after a certain period of time. Upon expiration of the Evaluation Term, Customer must cease use of the Broadcom Software and uninstall or destroy all copies of the software. Broadcom shall accept no liability for Customer's use of the Broadcom Software for evaluation purposes. All other terms and conditions of this Agreement shall otherwise apply to Customer's evaluation of the software.

3.6.2. THE SOFTWARE PROVIDED FOR EVALUATION MAY NOT BE TRANSFERRED AND IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE ACCOMPANYING SOFTWARE DOCUMENTATION IS PROVIDED FOR THE PURPOSE OF DESCRIBING THE SOFTWARE; BROADCOM DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR OTHER BROADCOM COMMITMENTS, OBLIGATIONS, OR LIABILITIES, IN SUCH SOFTWARE.

4. SUPPORT OFFERING

4.1. If Support is purchased as set forth within a Transaction Document, Broadcom will provide Customer with purchased Support in accordance with the guidelines at: https://support.broadcom.com/web/ecx/support-content-notification/-/external/content/release-announcements/CA-Support-Policies/6933 (or successor URL). If a renewal fee for Maintenance is identified on a Transaction Document, then Broadcom may automatically invoice Customer for such renewal unless Broadcom receives not less than thirty (30) days written notice from Customer prior to the anniversary of the applicable Term that such Maintenance is not desired.

4.2. If Content Updates are included as part of Maintenance, Customer is granted the right to receive and use Content Updates as and when they are made generally available, for the Maintenance term, and only for the quantity, indicated on the applicable Transaction Document(s). This Agreement does not otherwise give Customer the right to obtain or use Content Updates, and any unauthorized access to or use of Content Updates is deemed a breach of this Agreement. Upon expiration or termination of the Maintenance Term, Customer must uninstall any Software component that facilitates the receipt of Content Updates and use of Content Updates after expiration or termination of the Maintenance term is a material breach of this License Agreement.

4.3. Software Updates/Upgrades, as provided pursuant to guidelines, may only be obtained for the

Authorized Use Limitation or quantity indicated in the applicable Transaction Document. Any Software Updates/Upgrades to an existing license do not modify or alter Customer's Authorized Use Limitation or quantity. If Customer is permitted to transfer its licenses to a different Broadcom Software title, then Customer may receive a new Transaction Document on the condition that Customer cease using the replaced Broadcom Software prior to use of such replacement Broadcom Software. Software Updates/Upgrades are subject to the then-current version of this agreement.

5. THIRD PARTY TERMS

5.1. In the event that the Broadcom Software contains third-party software components, additional terms, notices and/or information that may be applicable to such third-party software components may be found in the Documentation accompanying the Broadcom Software (e.g., a user manual, user guide, or readme.txt or notice.txt file), and/or at legaldocs.broadcom.com (or successor URL)**.**

6. SOFTWARE PERFORMANCE WARRANTY

6.1. Broadcom warrants that the Broadcom Software as defined in the Transaction Document will operate materially in accordance with the applicable specifications set forth within the Documentation for a period of ninety (90) days after delivery of the Broadcom Software subject to Customer's compliance with the Agreement.

7. SOFTWARE PERFORMANCE WARRANTY REMEDY

7.1. If Broadcom has breached either warranty set forth in the section entitled: Performance Warranty, Customer's remedy is for Broadcom to, in consultation with Customer, to either (i) use reasonable efforts consistent with industry standards to cure the defect, or (ii) replace the Broadcom Software(s) with one that materially complies with the Documentation, or (iii) terminate the license and provide a prorata refund of the license fees paid and or Support fees. To Customer or Broadcom Partner (wherefrom the non-compliant Broadcom Offering was procured). If option (iii) applies, the pro-rata refund shall be calculated on the number of months left remaining on the Term of the applicable Transaction Document or if the Broadcom Software is licensed under Perpetual License, using (only for purposes of a refund calculation) an amortization schedule of three (3) years. The above warranty remedies are Broadcom's sole obligation and Customer's sole and exclusive remedy for the breach of the above warranty.

7.2. Warranty remedies are conditioned upon (i) any error or defect reported is reasonably reproducible by Broadcom, (ii) the Broadcom Software is not modified and is being used in accordance with Broadcom Documentation, and (iii) the breach is not attributable in whole or in part to any non-Broadcom product(s) or service(s).

8. HARDWARE OFFERING AND OBLIGATIONS

8.1. The Hardware provided to Customer pursuant to a Transaction Document is to be used only with the Broadcom Software that is pre-installed or delivered for installation. Subject to Customer's compliance with this Agreement, Broadcom permits Customer to use the Hardware solely with the Broadcom Software preinstalled or delivered for installation in support of Customer's internal business operations.

8.2. Certain Hardware requires Customer to register a service tag prior to use in the location Customer intends to use the Hardware ("**Geographic Use Location**"). In the event Customer wishes to change Customer's Geographic Use Location, Customer may do so at no additional cost but must contact Broadcom support to re-register the Hardware tag. Any change to the Geographic Use Location and/or any service request that requires Broadcom to obtain additional information and/or validate information to acknowledge and approve warranty service entitlements may

result in a delay in providing warranty service entitlements.

8.3. Broadcom will provide a replacement unit for any Hardware that fails to operate in accordance to published configuration and technical specifications within the first three (3) business days after installation, provided that such installation must be completed within thirty (30) days from the date of shipment. Failure to operate does not include cosmetic or other defects that do not directly affect the Hardware's performance. Units which fail to operate must be identified as such by either a Broadcom technical support engineer or an authorized Broadcom representative. A new, like-model replacement unit will be shipped using commercially reasonable means to ship the replacement Hardware. Broadcom will aim to ship within five (5) business days from receipt of notification of product failure, subject to product availability. Delivery is dependent on destination and may be impacted by delays in customs that are beyond the control of Broadcom or its carriers. Customer is responsible for reading and complying with the return instructions included with the replacement Hardware. Broadcom shall not be responsible for any software, firmware, information or data provided by Customer or a third party that is contained in, stored on, or integrated with, any hardware component returned to Broadcom for repair or replacement, whether or not under warranty.

8.4. If Hardware is provided to Customer for evaluation, Customer will: (i) safeguard and protect the Hardware, (ii) not loan the Hardware to a third-party, (iii) not allow any lien to be imposed upon the Hardware, and (iv) be responsible for any damage to the Hardware beyond normal wear, including replacement cost if the Hardware is stolen or lost.

9. HARDWARE PERFORMANCE WARRANTY

9.1. Broadcom warrants that the Hardware shall be substantially free from material defects in material and workmanship under normal authorized use and service and will substantially conform to the written documentation accompanying the Hardware for twelve (12) months from date of shipment (the "Hardware Warranty Period"). Any third party hardware that is (a) not manufactured by Broadcom; (b) not embedded within the Broadcom Offerings manufactured by Broadcom; or (c) identified as separate items on Broadcom's price list or quotes shall be subject exclusively to the manufacturer's warranty for such third party hardware.

10. HARDWARE PERFORMANCE WARRANTY REMEDY

10.1. Upon confirmation of a defect or failure of a Hardware, or component and depending on the then-current Geographic Use Location of the Hardware, Customer's sole and exclusive remedy for defective Hardware, or component thereof, if notified within the Hardware Warranty Period, shall be for Broadcom to arrange for, at its sole option and discretion, to: (i) repair or replace the defective Hardware, or component thereof, with either a new or refurbished replacement Hardware, or component, as applicable; (ii) provide onsite repair services for any defective Hardware, or component; or (iii) repair or replace any defective Hardware returned to Broadcom through Broadcom's Returned Merchandise Authorization Services process for Hardware. The instructions on how to submit a request are detailed at https://support.broadcom.com/web/ecx/support-content-notification/-/external/content/release-announcements/CA-Support-Policies/6933, (or successor URL). Any repaired parts or components or replacement parts or components provided by Broadcom pursuant to any Hardware warranty service shall be warranted only for ninety (90) days, provided, however, that Customer's warranty for such part or component may become void due to improper installation or other damage to such parts or components. Customer must remove all data from Hardware before returning it to Broadcom. All defective Hardware, or any component thereof, which has been replaced, shall become the property of Broadcom. All defective Hardware, or any component thereof, which has been repaired, shall remain Customer's property.

THE FOREGOING IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND BROADCOM'S SOLE AND EXCLUSIVE LIABILITY FOR BROADCOM'S BREACH OF THIS LIMITED WARRANTY.

1. INTRODUCTION

1.1. This Module for Software as a Service ("**SaaS Module**") between the applicable Regional Broadcom Entity set forth in the referencing Transaction Document, a Broadcom Inc. company, ("**Broadcom**"), and Customer, ("**Customer**"), is effective on the date set forth in the referencing Transaction Document, and specifies the terms and conditions which apply to SaaS that Broadcom will provide to Customer.

1.2. This SaaS Module incorporates by reference the terms of the Foundation Agreement effective on the date set forth in the referencing Transaction Document between Broadcom and Customer (or Broadcom Partner). Any capitalized terms used in this SaaS Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

2.1. "**Authorized Use Limitation**" or "**Meter**" means the limitation on usage of SaaS as measured by the Billing Metric specified in the Transaction Document.

2.2. "**Authorized Users**" means Customer, its employees and independent contractors and/or Customer Affiliates or as otherwise defined in the SaaS Listing, that access and use SaaS provided that they are bound by terms and conditions no less restrictive than those contained in the Agreement and solely to the extent that they are acting on behalf of Customer or Customer Affiliates.

2.3. "**Billing Metric**" means the metric for billing SaaS to Customer as defined in the SaaS Listing (e.g., users, transactions, etc.).

2.4. "**Customer Data**" means any information uploaded by Authorized Users or Customer authorizes access for processing by Broadcom on behalf of Customer in the course of accessing and using SaaS.

2.5. "**Data Center Region**" means a geographic region that is served by one or more hosting facilities for Broadcom SaaS. Broadcom Data Center Regions are set out in the SaaS Listing.

2.6. "**Force Majeure Event**" means an event that arises out of causes beyond a Party's reasonable control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal) and/or delays or outages caused by an internet service provider or independent (not a Party's subcontractor) hosting facility.

2.7. "**Non-Production**" means any Customer deployed environment that is not Production such as development, test, staging, demonstration, or training environments.

2.8. "**Production**" means the "live" environment of SaaS that Customer uses as their primary business environment.

2.9. "**SaaS**", "**SaaS Offering**", "**Online Service**", or "**Cloud Service**" means the version of the Broadcom software and/or type of service defined in the Transaction Document and made available to Authorized Users via the Internet.

2.10. "**SaaS Listing**" means the operating parameters, data and data center location(s), applicable audit standards, availability standards and any other details for the specific SaaS Offering as published or made available by Broadcom. SaaS Listings may define provisioning and management processes

applicable to the SaaS Offering, types and quantities of system resources (such as storage allotments), functional and technical aspects of the SaaS, as well as a catalogue of available service requests. SaaS listings are available at https://www.broadcom.com/support/whyca/saas/saas-resources and legaldocs.broadcom.com (or successor URL).

2.11. "**SaaS Support**" means support of the SaaS Offering so it operates materially in accordance with the Documentation.

2.12. "**Scheduled Downtime**" means planned downtime of SaaS availability for periodic and required maintenance events, including but not limited to, upgrades and updates to the SaaS and data center infrastructure where Broadcom provides notice to Customer at least 72 hours in advance.

2.13. "**Service Level Availability**" or "**SLA**" means the targeted availability levels measured in the Production environment, as specified in the SaaS Listing which may vary according to each SaaS Offering and its component capabilities.

2.14. "**Security Breach**" means access to Customer Data by an unauthorized person or entity.

2.15. "**Subscription Term**" means the initial or renewal period of the subscription to a SaaS Offering as set out in the Transaction Document.

2.16. "**Trial Period**" means the period of time that Customer accesses and uses SaaS for evaluation, proof of concept, or trial set out in the Transaction Document. If no time is indicated, then the period shall be set for thirty (30) days from the effective date of the Transaction Document. For avoidance of doubt, only a Transaction Document which explicitly states that it is for trial or evaluation by the Customer shall be considered a trial use.

3. SAAS OFFERING

3.1. Subject to the Customer's compliance with the Agreement, Broadcom provides Customer a nontransferable and non-exclusive right for Customer and its Authorized Users to access and use SaaS for the Customer's internal business use during the Subscription Term in accordance with the Agreement.

3.2. If SaaS is provided on a trial basis, Customer agrees to access and use SaaS solely for trial and evaluation purposes during the Trial Period, in accordance with the usage restrictions set forth in the Transaction Document. At the end of the Trial Period, Customer's right to access and use SaaS automatically expires and Customer agrees to cease accessing and using SaaS and to de-install any agents or copies of software provided as part of the SaaS and certify to Broadcom in writing that all copies or partial copies of any such software have been deleted from Customer's computer libraries and/or storage devices and destroyed. If Customer desires to continue its use of SaaS beyond the Trial Period, Customer may enter into a Transaction Document and pay the applicable fees. DURING TRIAL PERIODS, CUSTOMER AGREES TO ACCESS AND USE SUCH SAAS ON AN AS IS BASIS AND AGREES THAT Broadcom PROVIDES NO WARRANTIES, SLAS OR INDEMNITIES ARISING OUT OF SUCH ACCESS AND USE. ANY DATA ENTERED OR CONFIGURATION OF THE SAAS DURING THE TRIAL PERIOD WILL NOT BE STORED OR AVAILABLE AFTER THE TRIAL PERIOD.

4. FEES

4.1. The Authorized Use Limitation and associated fees shall be as set out on the Transaction Document. Customer agrees that the purchase of any SaaS is not contingent on Broadcom providing any future features or functionalities.

4.2. For Subscription Terms that are invoiced in advance, Customer may increase the Authorized Use

Limitation or Meter amount at any time, by executing a Transaction Document for additional SaaS. If Customer's current use of a SaaS offering exceeds the Authorized User Limitation or Meter amount shown on Customer's applicable Transaction Document, then Customer, or its delegated Broadcom Partner, must promptly submit a new order for the additional use, which will be invoiced at the then-current rates, or as mutually agreed upon by the Parties, through the current Subscription Term, and the aggregate Authorized Use Limitation or Meter amount will be the basis for any renewal of the Subscription. Broadcom reserves the right to invoice Customer for any additional use, at the then-current rates, if a corresponding order is not promptly received.

5. CUSTOMER DATA

5.1. Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data will be stored and processed in the applicable Data Center Region. Broadcom shall not access Customer's user accounts, or Customer Data, except in response to SaaS or technical issues where Customer requests or consents to such access in consultation with Broadcom. Customer acknowledges and agrees that Broadcom may use Customer Data to the extent necessary for the purposes of detecting, blocking, analyzing and reporting cyber-threats in the delivery of any Symantec product family offerings, including, but not limited to, the following purposes: (i) the development of threat intelligence resources aiming at improving the ability of networks and systems to resist unlawful or malicious actions compromising the security of information and services accessible via such networks and systems; and (ii) the development and enhancement of any Broadcom Offerings.

5.2. Broadcom will collect, modify and analyze metadata and/or operations data which does not contain any Customer Data, such as system log files, configuration, performance, usage data and transaction counts which relate to system utilization and performance statistics, all as deemed necessary by Broadcom.

5.3. Customer may access Customer Data, reports and/or information through SaaS until the end of the Subscription Term. Deletion of Customer Data will occur either (a) after the end of the Subscription Term or (b) as specified in the SaaS Listing. Customer is responsible for ensuring that it has necessary copies of Customer Data prior to expiration or termination.

5.4. Customer is responsible for obtaining all approvals and consents required by any third parties to use the SaaS. Broadcom is not in default of its obligations if it cannot provide the SaaS when approvals or consents have not been obtained or any third party otherwise validly prevents Broadcom from providing the SaaS. Customer is responsible for its account information, passwords and other login credentials and must notify Broadcom immediately of any known unauthorized possession or use of your credentials.

5.5. In case of a Force Majeure Event, Customer acknowledges and agrees that Customer Data may not be fully recoverable beyond the last restoration archive point, the frequency of which is described in the SaaS Listing.

5.6. Customer agrees not to provide any health, payment card, biometric, or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless it is a supported feature in the Documentation of the applicable SaaS Offering and Customer completes the appropriate agreements with Broadcom, if applicable.

6. SECURITY

6.1. Broadcom will maintain and administer a security policy with physical and technical safeguards

designed to protect the security, integrity and confidentiality of the Customer Data. Broadcom runs security background checks on all operations staff. Broadcom shall adhere to and subject such policies and practices to an audit under the compliance criteria defined in the applicable SaaS Listing. A copy of Broadcom's audit reports and certifications can be found at https://www.broadcom.com/support/why-ca/saas/complianceauditreports (or successor URL).

6.2. Broadcom is not responsible for unauthorized access, alteration, theft or destruction of Customer Data arising from Customer's own or its Authorized Users' actions or omissions in contravention of the Documentation. Customer's ability to recover any lost data resulting from Broadcom's misconduct is limited to restoration by Broadcom from the most recent back-up.

6.3. In the event that Broadcom has determined that a Security Breach will or is likely to cause harm to the Customer or an Authorized User, Broadcom will, as promptly as practicable but in no event later than as required by law, provide Customer with notice of the Security Breach. After initial notification, Broadcom will keep Customer updated at periodic intervals on the steps taken by Broadcom to investigate the Security Breach including providing a reasonably detailed incident report, including measures to be taken by the Customer to minimize potential damages. Such report will be provided promptly following completion of the report. The Parties understand and agree that if Broadcom is prevented by law or regulation from providing such notice(s) and/or reports within the time frames, such delay shall be excused. In the event of a security risk to a SaaS Offering or its users, Broadcom may suspend Customer's use of that SaaS Offering.

7. SAAS SUPPORT

7.1. Customer shall be provided with SaaS Support during the Subscription Term in accordance with the applicable Broadcom Support Policy at https://support.broadcom.com (or successor URL) or as specified in the applicable SaaS Listing. To access SaaS Support, Customer may utilize the Broadcom support website, or other site or notification mechanism as Broadcom may designate from time to time.

7.2. Broadcom, in its sole discretion, will provide Customer as much notification as reasonably possible and will generally aim to provide twelve (12) months' notice of the last date of an Online Service's availability. Broadcom will provide such notification to Customer's then-current business or technical contact, and/or by publication on the applicable administrator portal for the Online Service(s). Once an Online Service is no longer available, Customer will no longer have access to or use of the Online Service.

8. MAINTENANCE AND UPGRADES

8.1. Broadcom may make changes or updates to the SaaS, SaaS infrastructure (such as compute infrastructure, storage technology, security, technical configurations, hosting facilities within Data Center Region, etc.), or SLA that do not materially degrade the deployment and consumption of the SaaS Offering during the Subscription Term including to reflect changes in technology, industry practices, and/or patterns of system use.

9. CUSTOMER RESPONSIBILITIES

9.1. Customer is responsible for all activities that occur in, or are related to, user accounts including the data, information stored or transmitted when accessing SaaS. All applications residing within Customer's environment or installed on third party service provider's environments on behalf of Customer that integrate to SaaS shall be managed and supported by Customer. Customer is also responsible for managing components that are downloaded onto their environment such as web browser based software plug-ins that extend SaaS.

9.2. The SaaS Offerings do not include Customer configurations, nor policies and procedures implemented and set by Customer that are available through the SaaS Offering. Customer acknowledges and agree that it is solely responsible for selecting its configurations and assuring that the selection conforms to its policies and procedures and complies with all applicable laws and regulations in jurisdictions in which Customer is accessing the SaaS Offering(s).

9.3. As Customer may integrate or utilize third party links to other software, hardware or other services which are associated with, or otherwise available through the SaaS, Customer agrees that it and/or Customer Affiliates, its Authorized Users and anyone acting on their behalf shall use such third party links at their sole discretion. Broadcom shall have no responsibility or liability with respect to such third party links used by Customer and/or Customer Affiliates, its Authorized Users or for any act or omission of any such third party provider. Customer must: (a) take appropriate steps to protect Customer Data; (b) notify Broadcom as soon as possible if Customer believes its account has been compromised; and (c) reasonably cooperate with Broadcom to resolve issues related to Customer's use of the Cloud Service.

9.4. Customer shall not: (i) make SaaS available to any third party not authorized or as otherwise contemplated by the Agreement; (ii) send or store code that can harm or result in damage to SaaS (including but not limited to malicious code and malware); (iii) willfully interfere with or disrupt the integrity of SaaS or the data contained therein; (iv) attempt to gain unauthorized access to the SaaS or its related system or networks; (v) use SaaS to provide services to third parties except as expressly permitted by the Agreement; (vi) use SaaS in order to cause harm such as overload or create multiple agents for the purpose of disrupting operations of a third party; (vii) remove or modify any program markings or any notice of Broadcom's or its licensors' proprietary rights; (viii) perform or disclose any benchmark or performance tests on the SaaS; or (ix) perform or disclose any of the following security testing of the SaaS environments or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, penetration testing or any other test or procedure not authorized in the Documentation. A breach by the Customer of its obligations under this section shall be considered a material breach of the Agreement.

10. WARRANTY

10.1. Broadcom warrants that during the Subscription Term, the SaaS shall perform materially in accordance with the applicable Documentation subject to Customer's compliance with the Agreement. During any Trial Period, this warranty shall not apply.

10.2. Customer warrants that (i) it has the right to transmit Customer Data and any data or information as may be required for the purposes of accessing SaaS, (ii) it is responsible for all activities that occur in user accounts, and (iii) it shall not misuse SaaS by sending spam or otherwise duplicative or unsolicited messages or store infringing, obscene, threatening, or otherwise unlawful material or material that is harmful to children or violates third party privacy rights.

11. WARRANTY REMEDY

11.1. If it is established that Broadcom has breached the above warranty, Broadcom may, at its option, (i) use reasonable efforts to cure the defect in the SaaS; (ii) replace the SaaS with SaaS that materially conforms to the specifications in the Documentation; (iii) in the event Broadcom

cannot, after commercially practicable attempts to do so, achieve the remedies in (i) or (ii), Broadcom may terminate the subscription to the SaaS and provide a refund to Customer or Broadcom Partner of pre-paid, unused fees calculated against the remainder of the Subscription Term as of the effective date of such termination. Customer must report the alleged breach of warranty with reasonable specificity in writing within thirty (30) days of its occurrence to benefit from this warranty and the remedies stated herein. The above warranty remedies are Broadcom's sole obligation and Customer's sole and exclusive remedy for breach of the above warranty.

12. SERVICE LEVEL COMMITMENT

12.1. The Service Level Availability is measured against reports that Broadcom runs on a regular basis based on objective criteria. Reports are available to Customer upon request. If Customer cannot access SaaS during the Subscription Term, Customer should contact Broadcom to receive SaaS Support.

12.2. If it is determined by Customer and confirmed by Broadcom that SaaS is unavailable beyond the default threshold identified in the applicable SaaS Listing measured on a monthly basis during three contiguous months, then Customer has the right to elect any of the remedies specified therein.

12.3. The following events shall be excluded from the calculation of Service Level Availability: (i) Force Majeure Event; (ii) outages due to Scheduled Downtime; (iii) outages based on Customer networks or domain name server issues; (iv) Customer's configuration, scripting, coding drafted by Customer without Broadcom's authorization or knowledge; (v) internet outages; (vi) outages requested by Customer; (vii) Customer changes to its environment which hinder SaaS production; (viii) outages to remedy a security vulnerability or as required by law and (ix) inability for Customer to log in to SaaS service because of dependence on non- Broadcom provided services or components (e.g., Lightweight Directory Access Protocol (LDAP) in Customer's environment).

1. INTRODUCTION

1.1. This Module for Services and Education ("**Services Module**") between the applicable Regional Broadcom Entity set forth in the referencing Transaction Document, a Broadcom Inc. company, ("**Broadcom**"), and Customer, ("**Customer**"), is effective on the date set forth in the referencing Transaction Document, and specifies the terms and conditions which apply to Services and Education that Broadcom will provide to Customer.

1.2. This Services Module incorporates by reference the terms of the Foundation Agreement between Broadcom and Customer. Any capitalized terms used in this Services Module shall have the meaning given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

2.1. "**Broadcom Intellectual Property**" includes Deliverables, business processes, software, tools, databases, data, materials, information, and any derivatives or modifications thereof, which includes, without limitation any and all patents, copyrights, trademarks, trade secrets, and other intellectual property rights therein, that are either (i) owned at any time (ii) developed independently of the Services (iii) licensed from a third party, or (iv) Modifications.

2.2. "**Broadcom Personnel**" means employees, sub-contractors or agents on behalf of Broadcom that have entered into confidentiality provisions no less restrictive than defined in the Agreement.

2.3. "**Course Materials**" means any Education content provided to Customer in any media pursuant to a Transaction Document, including without limitation, all publications, courseware, training manuals and materials, user guides, web portals, or virtual labs provided by Broadcom or a Broadcom subcontractor.

2.4. "**Customer Intellectual Property**" means Confidential Information and any business requirements, materials, information and/or intellectual property owned or licensed that is provided by Customer, which includes, without limitation all patents, copyrights, trademarks, trade secrets, and other intellectual property rights that may be accessed or used during the provision of Services but in all cases excludes any Broadcom Intellectual Property.

2.5. "**Deliverables**" means Packaged Work Product and/or other items provided to the Customer pursuant to an SOW.

2.6. "**Education**" means any standard or customized education offerings, training or instruction, or related services, provided by Broadcom or a Broadcom subcontractor in any format or location, including without limitation, (i) instructor led training, including at Broadcom or Customer site(s), (ii) virtual training, including online classes, courses, or course catalogues and/or (iii) class room training or testing.

2.7. "**Packaged Work Product**" means any Broadcom Intellectual Property developed prior to or during the Services which relates to the functionality of Broadcom Software provided to the Customer as a Deliverable pursuant to a Statement of Work.

2.8. "**Project Coordinator**" means the individual appointed by a Party to act as a project coordinator for each Services engagement to (i) coordinate the performance of its obligations under the Agreement, (ii) act as its representative regarding the Services, and (iii) maintain primary responsibility for communication with the other Party in relation to the Services.

2.9. "**Services Documentation**" means the documentation provided to the Customer pursuant to a Services engagement, including without limitation, such documentation describing the project specifications, design, configuration, architecture and testing procedures, Course Materials or installation and user guides, as applicable.

2.10. "**Services**" means the professional services or Education services provided by Broadcom or its designated subcontractors to the Customer as set out in the relevant SOW.

2.11. "**SOW**" or "**Statement of Work**" means a description of Services to be provided or as referenced in the Transaction Document.

3. SERVICES OFFERING

3.1. Broadcom will provide the Services as agreed in an SOW or Transaction Document, on the basis of time and materials, or retainer each of which will be further described in the SOW or Transaction Document.

3.2. Broadcom will determine the resources required for the provision of the Services.

3.3. Customer may request Broadcom to change any particular Broadcom Personnel assigned to the provision of the Broadcom Services upon prior written notice provided that it can show reasonable cause for such request. Broadcom will use reasonable efforts to replace such Broadcom Personnel subject to parties agreeing any impact within a change order.

4. EDUCATION OFFERING

4.1. Broadcom will provide Education as agreed in a Transaction Document. The Transaction Document will indicate the courses or classes ordered, fees, the number of attendees and the location of the Education services, if applicable. Customer is responsible for any travel costs and/or expenses incurred to attend Education.

5. COOPERATION

5.1. Each Party acknowledges that the success of the Services requires the cooperation of both Parties. Customer and Broadcom shall each assign, where appropriate, a Project Coordinator that has requisite authority to decide day-to-day questions that may arise in relation to the Services as defined in the SOW.

5.2. Customer acknowledges and agrees that in order for Broadcom to effectively perform the Services in a timely manner, Customer will cooperate with Broadcom by making available on a timely basis (i) management decisions, information, approvals and acceptances required by Broadcom for the completion of the Services; (ii) appropriate access to Customer facilities, personnel, equipment, resources and systems; and (iii) any relevant information and documentation as necessary to facilitate performance of the Services. In addition to the above, Customer shall supply Broadcom Personnel with suitable office and work space, and normal office equipment and support, adequate computer resources (including necessary rights to third party software), internet, telephone and facsimile support as necessary to perform the Services.

5.3. Each Party agrees to assign competent and qualified staff to participate in the performance of the Services.

5.4. During the provision of Services and for six (6) months thereafter, Customer shall not actively solicit for hire, nor knowingly allow its employees to solicit for hire, any employee of Broadcom associated with the performance of Services without the prior written consent of Broadcom. This

provision shall not restrict in any way the right of Customer to solicit generally in the media for required personnel, and shall not restrict employees, contractors, or representatives of Broadcom from pursuing on their own initiative employment opportunities from or with Customer. The parties agree that violation of this provision will subject the violating party to liquidated damages consisting of an amount equal to three (3) months' salary for each hired employee solicited in contravention of this section.

6. FEES AND EXPENSES

6.1. Customer will pay to Broadcom the fees, expenses and other charges as provided for and approved pursuant to the Transaction Document and such expenses shall be in accordance with Broadcom's expenses policy.

6.2. The Services are to implement the pre-existing features and functions of Broadcom Software and do not include any customization or development activity that impacts any of the full features and benefits and underlying source code of the Broadcom Software. Payment of license fees and/or Support fees for Broadcom Software is not contingent upon Customer receiving the Services.

6.3. Partners. If the Broadcom Offering was ordered through a Broadcom Partner or a Broadcom Partner's reseller, Section 6.1 shall not apply.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Customer shall retain all rights in and to Customer Intellectual Property, including all Customer Intellectual Property that may be contained in the Deliverables, and such rights shall remain vested in Customer.

7.2. Broadcom shall retain all rights in and to all Broadcom Intellectual Property and such rights shall remain vested in Broadcom.

7.3. If information or materials are used by a Party in the performance of its obligations in the Agreement, such use of information or materials shall not transfer ownership of that information or materials to the other Party.

7.4. Customer shall have the right to modify or adapt the Deliverables excluding any Packaged Work Product as required or deemed appropriate by Customer ("Modifications"), however any such Modification shall render void any warranties or indemnities provided by Broadcom and its licensors or subcontractors.

7.5. Broadcom grants to Customer, a non-exclusive, limited, non-transferable license to use the Deliverables and Modifications for internal business purposes subject to terms of the Agreement. Where the Deliverables or Modifications are to be used in conjunction with Broadcom Offering then the license to use the Deliverables or Modifications shall be consistent with the usage limitations as set out in the license agreement for such Broadcom Offering.

8. WARRANTY

8.1. Broadcom warrants that (i) it will perform the Services and Education as detailed in the applicable SOW; and (ii) any Deliverable provided pursuant to a Transaction Document will conform to the Services Documentation for thirty (30) days from the day of delivery.

8.2. Customer shall provide written notice of a warranty claim within thirty (30) days of date of delivery ("Notice") of the Services or Education claimed defective or in the case of a Deliverable, the date of delivery, that gave rise to the warranty claim. If Notice is not provided to Broadcom

then the Deliverable, Services and/or Education will be deemed delivered in accordance with the warranty obligations.

9. WARRANTY REMEDY

9.1. In the event of a breach by Broadcom of the above Warranty section, Customer's remedy, at Broadcom's discretion and in consultation with Customer, shall be to re-perform the Services and/or Education at no additional charge to Customer or to refund the applicable fees paid to Customer (or Broadcom Partner), which correspond to the Services, applicable Deliverable or Education. These remedies are contingent upon the following: (i) that the Deliverable has not been modified by Customer; and (ii) that the alleged breach did not result from Customer's failure to abide by its obligations defined in the applicable Transaction Document or for its failure to follow the Services Documentation. To the maximum extent permitted by applicable law, the above warranty remedies are Broadcom's sole obligation and Customer's sole and exclusive remedy for breach of the above warranty.

10. CHANGE REQUEST, CANCELLING, AND RESCHEDULING

10.1. Upon request by Customer or Broadcom, the scope of Services may be adjusted through a mutually agreed change order defining the impact of any changes, including the fees or any other aspect of the provision of the Services.

10.2. Customer must provide written notice at least 10 business days prior to the start of the Services to reschedule or cancel a SOW. If Customer reschedules or cancels a SOW, Customer must pay all non-refundable expenses incurred by Broadcom.

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

Solicitation Number: RFP #121923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SHI International Corp., 290 Davidson Ave., Somerset, NJ 08873 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. "Equipment" and "Products" shall mean the third-party software, computer peripherals, computer hardware, and associated IT services resold by Vendor and provided by third parties. "Services" shall mean all professional services provided by Vendor under of a Statement of Work. "Statement of Work" or "SOW" shall mean a document mutually agreed upon between the Vendor and the Member that references these terms and conditions and describes the Services to be provided, the associated schedule and price, and any special conditions applicable to that SOW.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. In addition, Supplier warrants the Services are free from material defects for ninety (90) days commencing with final acceptance of Services unless otherwise specified in a SOW (the "Warrant Period"). WARRANTY. Participating Entity agrees to look solely to the manufacturer to reach a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THIS DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with the Supplier's Return Policy, which can be found at www.SHI.com/ReturnPolicy. Participating Entities reserve the right to inspect the Equipment and Products within 3 business days time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Partcipating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity subject to the Supplier's Return Policy.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. Participating Entities may be required to sign a separate agreement, rider, Ender User License Agreement ("EULA"), or Service Level Agreement as required by manufacturers to acknowledge terms of use for specific products and/or services. The Supplier will not become a party to terms between the manufacturer and the purchasing Participating Entity or end user of such products or services.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract upon thirty (30) days' advance notice to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of the Supplier's negligence, willful misconduct, or violation of law, in the course of their performance of this Contract by the supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORSEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT TORT OR OTHER THEORY WILL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SOURCEWELL TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with

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such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, Sourcewell may terminate Contract as stated herein.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers’ Compensation and Employer’s Liability.*
Workers’ Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 3/20/2024 | 10:15 AM CDT

SHI International Corp.

By: DocuSigned by: Kristina Mann EA418E789F09404...

Kristina Mann

Title: Sr. Manager Contracts

Date: 3/20/2024 | 11:14 AM EDT

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name:	SHI International Corp.
Does your company conduct business under any other name? If yes, please state:	New Jersey
Address:	290 Davidson Ave. Somerset, New Jersey 08873
Contact:	Tory Pubylski
Email:	victoria_pubylski@shi.com
Phone:	512-983-6502
Fax:	512-983-6502
HST#:	22-3009648

Submission Details

Created On:	Tuesday October 31, 2023 09:50:21
Submitted On:	Tuesday December 19, 2023 15:26:51
Submitted By:	Tory Pubylski
Email:	victoria_pubylski@shi.com
Transaction #:	bca2ca3b-8372-44f0-8925-989cf0fc15f1
Submitter's IP Address:	161.69.54.14

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	SHI International Corp.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	SHI Canada ULC is a subsidiary. SHI Government Solutions is not a subsidiary but is affiliated through common ownership and will be an authorized reseller, if awarded, on the contract.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1HTF0	*
5	Proposer Physical Address:	290 Davidson Ave. Somerset, NJ 08873	*
6	Proposer website address (or addresses):	www.shi.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Maya Lynch Proposal Specialist 290 Davidson Ave. Somerset, NJ 08873 Maya_Lynch@shi.com 732-754-1554 Kristina Mann Sr. Manager Contracts 290 Davidson Ave. Somerset, NJ 08873 Kristina_Mann@shi.com 732-564-8536	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Victoria Pubylski Capture and Business Development Manager 290 Davidson Ave. Somerset, NJ 08873 Victoria_Pubylski@shi.com 512-983-6502	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Aimee Ballenger Sr. Director Contract Capture and Development 290 Davidson Ave. Somerset, NJ 08873 Aimee_Ballenger@shi.com 678-708-3906 Amelia Jakubczyk Director of SLED Contract Capture and Development 290 Davidson Ave. Somerset, NJ 08873 Amelia_Jakubczyk@shi.com 303-882-8012	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	SHI International Corp (SHI) started as a regional, software-only reseller in 1989. Co-founder Thai Lee has served as SHI's only President and CEO. Under her leadership, SHI has organically grown into one of the largest, privately held, global technology solutions providers in the world—while maintaining the agility and friendliness of a small business. Headquartered in Somerset, NJ, SHI is the largest woman and minority owned business in the United States with major operations centers in Austin, TX, Milton Keynes, UK, and a growing local presence around the world. SHI employs more than 6,000 employees split into strategic business units who uphold SHI's mission statement: "We are passionate about delivering exceptional value and experience as we help customers select, deploy, and manage technology." SHI's sales teams are allocated to support International, Global, Strategic, Commercial, Enterprise and Public Sector. Today, over 17,000 corporate, enterprise, government, and academic organizations rely on SHI to support their transformation, collaboration, security, and optimization needs. Few companies experience the longevity SHI has experienced. In fact, SHI's first customer is still with us today. From the beginning, SHI has focused on innovation, expanding our technology offerings, and professional services. Starting solely as a software reseller, SHI now offers full IT solutions, ranging from software and hardware to cloud migration and strategic planning. SHI has always brought leading edge technology to our customers: from bringing drop-shipping innovation to the IT channel in 1991 to delivering high-value consulting and professional services to help organizations achieve business agility. We work closely with the top manufacturers and participate in several advisory boards to ensure we are aware of new technologies and shifts in technology and that we are transferring that knowledge not only to our customers but also using it to influence how we run our business. There is a lot to consider when seeking a partner who can help address Sourcewell members' various technology needs. Ability and experience are vital elements in your decision, but you also want a company built on solid principles and values. That is why our business philosophy focuses on one key concept: Being helpful. * It is an easy claim to make, but at SHI, being helpful goes beyond a simple marketing strategy—it is a core consideration in everything we do. We continuously look for opportunities beyond the contract, including: • Coordinated expertise and insight to help you find success • Value-added support that exceeds established obligations • Targeted assistance addressing inefficiencies and obstacles, so you can focus on critical priorities To further demonstrate our commitment, we look toward SHI's core values, which drive our operations and promote a healthy, helpful business culture. We have listed our 10 core values below. With dedication to these values, as well as SHI's focus on remaining uniquely helpful, we can deliver on the trust you place in us. SHI Core Values: • Build a culture of diversity, equality, and inclusion • Be accountable and act with integrity • Seek understanding to support sincerely • Embrace change, collaborate and innovate • Show initiative and execute efficiently • Be resourceful and cost conscious • Adapt, persevere and succeed • Learn, grow and teach • Strive for wellness to achieve balance • Be bold, be fun, behave and be you Our goal is to foster a long-term, mutually beneficial relationships with our customers and partners, and we are committed to a collaborative process that is customer centered so that your members can make their IT solution purchases confidently. Through providing Sourcewell members with the latest technology, cost savings, technical expertise, and compliant procurement, we believe SHI is the ideal partner to support Sourcewell's contract requirements.
11	What are your company's expectations in the event of an award?	SHI is excited to continue our collaboration with Sourcewell and its members! We have had tremendous success growing the value of our first awarded contract and will continue our commitment to expanding the use of this contract, supporting Sourcewell's existing members and educating eligible contract users. Throughout our current contract, Sourcewell has been supported by a dedicated account management structure that has provided both Sourcewell and its members

with a supportive team of individuals, including dedicated Capture and Business Development Manager, Victoria Pubylski, Field Account Executives, Inside Account Executives, and sales leadership, as well as expert support from our technology specialists. Our dedicated sales teams are well-informed on how to use the Sourcewell contract and will continue to promote this contract to ensure both the Sourcewell Cooperative and its members benefit from our relationship.

Given that we are already familiar with Sourcewell and your members we expect there to be a seamless transition to a new awarded contract. We will maintain and grow our successful partnership with Sourcewell, beginning with our immediate actions upon award which include:

1. Supporting and advocating our Sourcewell partnership. Each team member from every Public Sector vertical supports our partnership with Sourcewell and will continue to advocate for the contract with passion and vigor. Our public sector sales force has successfully grown our Sourcewell contract year over year since our initial award in 2019, including an incredible 100 percent growth in the second full year of our contract. Given our position in the public sector market, our expanding sales force, and our passion for advocating the benefits of the Sourcewell contract to new customers, we are confident that we can continue to amplify Sourcewell's reach in terms of the number of distinct members who use this contract and revenue achieved.

2. Develop additional marketing materials and campaigns that articulate the value of the Sourcewell-SHI partnership. As an example, we will employ our Capture and Business Development Team, dedicated to the Public Sector Business Unit at SHI, to notify existing customers and continue to prospect new customers to detail our partnership.

3. Provide training and updates to our entire Public Sector sales and sales support staff about Sourcewell and its members. This training will include contract terms and methodology, pricing parameters, and the value that Sourcewell provides to its members.

4. Connect with current Sourcewell members and listen to members' needs and feedback. Our check-in will ensure that each member's dedicated Account Team is familiar with and accessible to them, in addition to educating members on our value. We will work with each member to understand their business preferences (specific information on a quote, reporting requirements, invoicing/billing requirements, and the like).

5. Finally, we will create a dedicated Sourcewell online catalog that displays the contracted pricing and contract page on our website that will include the Sourcewell awarded vendor logo, a copy of contract documents, a summary of products and pricing, marketing materials, and a link to Sourcewell's website.

We recognize why cooperative contract usage is rising and realize the value of having strategic partners in this space. SHI distinguishes itself from comparable organizations by choosing to partner closely with a select number of cooperative partners, ensuring we offer proactive support rather than stretching ourselves across countless partnerships. To bolster support for our larger contract users, and sales organization, we have established a Capture and Strategy team. This team is tasked with educating our customers and sales team about our available contracts and serving as a primary resource for significant contract holders like Sourcewell.

Your dedicated SHI Capture and Business Development Manager will regularly meet with the assigned Sourcewell Supplier Development Administrator to ensure contract success for both SHI and all Sourcewell customers. These meetings will include updates or changes impacting the contract, a review of contract highlights (like spending, new customers, and new vendors), discussion of any contract concerns, identification of areas for improvement, and sharing our strategies for promoting the contract. We aim to maintain open lines of communication throughout.

Our dedicated Contract Capture and Strategy team will join forces with the Public Sector leadership and sales teams directly to execute these steps.

Primary contacts for Sourcewell include:

1. Tory Pubylski
Capture & Business Development Manager
Victoria_Pubylski@shi.com

2. Amelia Jakubczyk
Director SLED Contract Capture and Development
Amelia_Jakubczyk@shi.com

		3. Aimee Ballenger Senior Director of Contract Capture and Development Aimee_Ballenger@shi.com If chosen to partner with Sourcewell, we'll bring fresh and innovative perspectives to your members and anticipate a seamless transition. We pledge to provide personal support for Sourcewell and your members, with devoted Capture and Strategy team members, taking the lead. We will remain flexible and agile in our approach to optimize Sourcewell members' contract user experience.	
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	With over 6,000 employees worldwide, SHI is proud to be the largest Woman/Minority owned business in North America. We maintain more than 30 global offices in North America, EMEA, and APAC. In addition to our global offices, our properties include an integration center, solution lab, and executive briefing center, which are located at our headquarters in New Jersey. In 2022, SHI reached $14 billion in revenue and set the stage for continued exponential growth. This growth stems from a laser focus on customer service, dedicated and tenured leadership, committed AEs (who live and work in the communities they serve), and a broad spectrum of customers and partners. Since SHI is a privately-owned company with no bank debt, we are nimble and able to reinvest in our business with integrity and in a way that aligns with our values and needs. SHI continues to invest in new infrastructure, most recently with a state-of-the-art data center integration center. We have also made significant investments in hiring more resources—the people with whom Sourcewell engages. Our financial strength and stability are predicated on our staunch affiliations within our communities—our relationships with customers, partners, OEMs, and our own SHI colleagues. SHI's Strengths: • Agile and adaptive business management • Diverse, predictable revenue sources • Strong customer and vendor partnerships • Steady industry growth Financial Stability: • Thirty-three consecutive years of growth • No long-term bank debt • Exemplary financials • Low overhead structure SHI's Dun & Bradstreet number is 61-142-9481 and we have a 5A3 rating. A copy of our most recent report is attached to this proposal. Additional details may be provided upon request.	*
13	What is your US market share for the solutions that you are proposing?	We offer our complete catalog of products and services to our customers. Providing a vendor-neutral approach to help customers find the right technology that meets every requirement of their IT environment, one of our greatest strengths is our ability to provide tremendous depth and breadth in choosing the ideal software, hardware, cloud, and other products and services. Based on the most recent data on the US IT budget, SHI's share is approximately 2.5% of the overall market. SHI Overall Product Mix • 60% would be considered software, subscriptions, and cloud-based sales. • 40% would be considered hardware, peripherals and accessories, including devices, servers, storage, and, networking. Market Share Indicators for Software SHI is considered the leading reseller partner for many top software publishers such as Microsoft, Adobe, and Trellix (McAfee). Estimating our revenue with these partners, as representative of their partner sales, we would put our share at approximately 20-25%. This would not include sales these software publishers conduct directly with the end customer. Market Share Indicators for Hardware Original Equipment Manufacturer (OEM) direct sales to the end customer typically represent a larger percentage of the business. As a result, our overall market share is lower, but SHI is one of the largest hardware resellers in North America.	*
14	What is your Canadian market share for the solutions that you are proposing?	The Canadian IT addressable market for resellers is approximately $100 billion. The largest partner in Canada owns 1%; SHI's share of the market is 0.25%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	In our 34-year history, SHI has never petitioned for bankruptcy protection. We are a privately held company and currently have no debt.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	SHI is an Information Technology Value-Added Reseller (VAR), which offers a complete solution to information technology by providing multi-vendor hardware and software along with other vital services. SHI has vast experience and established vendor partnerships that enable it to bring excellent value to Sourcewell and its members. With a diverse partner ecosystem that supports over 15,000 unique publishers and manufacturers, all the leading manufacturers include SHI as an authorized partner. SHI is authorized to sell hundreds to thousands of brands and products in the scope of this contract. We have included a sample list of authorizations in response to question number 81, and specific OEM or software publisher authorizations can be provided upon request. Our endeavors naturally resonate with Sourcewell's mission of serving as a 'force multiplier' for its members. This synchronicity is not merely coincidental but a testament to our shared values and common goals. Our expansive network of manufacturer relationships is a direct testament to this alignment. Yet, we understand to truly amplify our impact, we must cater to a diverse range of needs which is why we have forged partnerships with a considerable number of smaller distribution partners in addition to our long-term relationships with the larger distributors. This strategic approach not only diversifies our product and service offerings but also exponentially increases our capacity to deliver value. SHI has been dedicated to the Public Sector business for the last twenty years, creating solutions that are tailored to the specific needs of State, Local, and Education customers across North America. Therefore, Sourcewell can feel confident that its members will benefit from SHI's collaboration with each Sourcewell member to deliver solutions that are specific to their unique needs. SHI does not have a dealer network. All business will be supported directly through SHI's sales force in the U.S, SHI Canada in the north, SHI Government Solutions in the State of Texas. *
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Among the thousands of licenses and certifications available within the IT industry, SHI holds a comprehensive number relevant to the scope of this Sourcewell contract. Our teams stay current with licenses and certifications; in most cases, we have the highest available certifications. We have included a representative sample of manufacturers and the number of certifications held, and specific certification details for individual publishers can be provided upon request. Acronis – 5 Certifications Adobe – 7 Certifications AirWatch – 2 Certifications APC - 12 Certifications Apple - 17 Certifications Arbor - 4 Certifications Aruba - 3 Certifications Avaya - 12 Certifications Blue Coast Systems - 3 Certifications Bluebeam – 7 Certifications Bomgar – 3 Certifications Business Objects – 11 Certifications CA – 34 Certifications Check Point – 12 Certifications Cisco – 44 Certifications Citrix – 88 Certifications Commvault – 67 Certifications Compellent – 5 Certifications CompTIA – 35 Certifications CradlePoint – 2 Certifications DataCore – 1 Certifications Dell/EMC – 136 Certifications D-Link- 4 Certifications Domino – 1 Certifications Emulex – 1 Certifications ESET – 3 Certifications Exin – 2 Certifications F5 – 8 Certifications HDS (Hitachi Data Systems) – 4 Certifications HP – 201 Certifications HPE – 327 Certifications IBM – 174 Certifications IBM hardware – 11 Certifications Imation/Nexsan – 4 Certifications ISC2 – 10 Certifications ITIL – 5 Certifications *

		Ixia – 3 Certifications Juniper – 28 Certifications Ivanti - 10 Certifications Lenovo - 26 Certifications LogRhythm - 3 Certifications Mellanox - 2 Certifications Metastorm - 1 Certification Microsoft - 1090 Certifications Motorola - 8 Certifications NetApp - 26 Certifications NetIQ - 6 Certifications Nimble - 7 Certifications Novell - 11 Certifications Nutanix - 7 Certifications Oracle - 340 Certifications Other - 30 Certifications Polycom - 14 Certifications ProCurve - 6 Certifications Proofpoint - 3 Certifications Pure - 5 Certifications Qlogic - 5 Certifications Quantum - 2 Certifications Quest Software - 1 Certification Red Hat - 18 Certifications RSA - 33 Certifications SANS.ORG - 1 Certification ScriptLogic - 2 Certifications Security Horizon - 2 Certifications SimpliVity - 5 Certifications Sonicwall - 2 Certifications Splunk - 6 Certifications Sun Microsystems - 65 Certifications Symantec - 142 Certifications Tegile - 2 Certifications Trellix- 92 Certifications Trend Micro 5 Certifications Veeam 10 Certifications Vision Solutions 1 Certification VMware 30 Certifications Watchguard 1 Certification Websense 18 Certifications For additional certifications, please see the Technical Certifications document in the response portal.	
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	To the best of our knowledge, SHI has not been suspended or disbarred on any contracts like what is being requested by Sourcewell.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	SHI is committed to providing world-class support to our clients. Awards and accolades validate the next-level partnership SHI brings to our clients in hardware, software, and services. Our partners, vendors, and clients have generously recognized SHI for its exceptional quality, service, and partnerships. SHI has been recognized as a top partner by OEMs such as Cisco, Dell, HP, Intel, and Microsoft, and as a leader in the industry by organizations such as CRN. Focusing on the employee experience, SHI is a top employer named by such organizations as Forbes and Austin American-Statesman. Our ESG efforts to assist customers in achieving their diversity and sustainability goals have earned awards from customers such as Verizon and Cushman & Wakefield and partners such as HP and Ingram Micro. For additional information about our awards and accolades, please visit SHI.com. 2023 Awards • Cohesity Global Cloud Services Partner of the Year • Forbes' America's Best Midsize Employers • HP US Personal Systems NSP of the Year • NetApp Cloud Partner of the Year • Oracle LAR of the Year, North America, Oracle Linux & Virtualization • SolarWinds North America Transform Partner of the Year	

- SolarWinds North America Breakthrough Award
- SolarWinds North America Excellence in Customer Retention
- SolarWinds North America Excellence in Subscription Sales
- Tenable Information & Systems Management Partner of the Year Awards
- Tenable North America - Top Overall State and Local Partner
- Trend Micro Enterprise Partner of the Year
- Veritas Top Growth National Business Partner
- VMware Partner Value Award for the Americas Region

2022 Awards
- Austin American-Statesman Top Workplaces
- BeF5 Partner of the Year
- Cisco Americas Security Partner of the Year
- Cisco Security Partner of the Year
- Citrix Partner of the Year – Large Account Provider
- CRN Tech Elite 250
- Cushman & Wakefield – Diverse Vendor of the Year
- EcoVadis Bronze Medal
- Fortinet North American Partner of the Year Award
- Fortinet Partner of the Year
- GoTo Resolve Pro
- Ingram ITAD Partner of the Year
- Juniper Partner of the Year - Americas Theater Overall
- Kong Americas Regional Partner of the Year
- Microsoft Surface Solutions Award
- Palo Alto Networks SASE Partner of the Year
- Pure Storage Americas Most New Customers Partner of the Year
- Rapid 7 North America Cloud Security Partner of the Year
- Rapid7 North America Partner of the Year
- SentinelOne Momentum Partner of the Year
- Symantec Partner of the Year - Identity Management
- Tanium Growth Partner of the Year
- Tenable North America Top Overall Partner & Top Overall State and Local Partner
- Trend Micro Enterprise Partner of the Year
- Varonis Growth Partner of the Year
- Verizon Partner Network Marketing Excellence Award
- Zoom US & Canada Reseller Partner Award

2021 Awards
- Cohesity Global SaaS Partner of the Year
- CRN UK Women in Channel Awards - Gender Parity Award
- Dell Partner of the Year
- Intel US Channel Partner of the Year
- Lantronix Strategic Edge Partner of the Year, North America
- Microsoft Digital Marketing Partner of the Year
- Microsoft North American Digital Marketing Partner of the Year - Strategic Device Reseller Award
- Microsoft North American Partner of the Year - Windows 10
- Microsoft Partner of the Year - Microsoft Surface Hub Reseller of the Year
- Microsoft Top Surface Hub Revenue YoY Growth - Reseller
- Microsoft US (MSUS) Partner Award in Modern Endpoint Management
- Microsoft US Surface Transformation Partner of the Year
- Rapid 7 North America Partner of the Year
- Thales Business Partner of the Year, North America
- Zoom US & Canada Partner of the Year
- Zoom US & Canada Reseller of the Year

2020 Awards
- Austin American-Statesman Top Workplaces
- Commercial Partner of the Year at Cisco Partner Summit Digital – Americas
- Cradlepoint Partner of the Year
- Forbes America's Best Employers For Women
- Fortinet Partner of the Year - US
- Intel US Channel Partner of the Year
- Intel US Partner of the Year - National - Innovation
- JetBrains Partner Awards - World65 bwide Surface Resiliency Partner of The Year
- Microsoft US Device Sales Growth Partner of the Year - Fiscal Year
- NJBIZ Top 25 Women-Owned Businesses
- Nutanix Trail Blazer Award
- Opengear – Elite Partner of the Year
- Panasonic - Rising Star Award
- Pure Storage Partner of the Year
- Samsung Installation of the Year – Mobility
- Tenable's Top Overall Partner of the Year in North America

		• Thales Business Partner of the Year, North America • Veeam Impact Partner Award – Impact Partner of the Year • Veritas Top National Business Partner Overall - Americas • Verizon Supplier Sustainability Award • Vertiv Growth Through Innovation Award 2019 Awards • Adobe Digital Media Worldwide Partner of the Year • Austin American-Statesman Top Workplaces • Cisco Central Commercial Partner of the Year • CRN's Managed Service Provider 500 - Elite 150 Category • Dell Technologies Transformational Partner of the Year • FireMon Ignite Partner Award — Growth Partner of the Year • Forbes Best Employers for Diversity • GMIS International Partner Award Diamond Level • Intel Partner of the Year for Marketing: Training for Results - Sales • Intel Partner of the Year for Vertical Solutions: Client Solution - National Solution Provider • Microsoft Partner of the Year Award (MSUS Awards): Modern Workplace, Modern Desktop Award • Microsoft US Surface Transformation Reseller of the Year • MSI Outstanding Channel Partner Award • Pure Storage Top Net New Logo Partner of the Year Award • Ranked 10th on CRN's Solution Provider 500 • SOPHOS Cloud Partner of the year • Zoom Partner Innovation Award	
20	What percentage of your sales are to the governmental sector in the past three years	In 2022, the Public Sector accounted for over $3.7 billion of SHI's $14 billion total company revenue. The percentage of company revenue in governmental sales earned over the past five years is: 2022: 18% 2021: 21% 2020: 20%	*
21	What percentage of your sales are to the education sector in the past three years	In 2022, the Public Sector accounted for over $3.7 billion of SHI's $14 billion total company revenue. The percentage of company revenue in education sales earned over the past five years is: 2022: 7% 2021: 9% 2020: 8%	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	SHI manages hundreds of contracts for customers in the public sector space. We have provided sales for our top ten revenue contracts for the past three years. In addition to the information provided here, a full list of our contracts by state can be found at: https://www.shi.com/Contract/PSContract/ContractHome National Cooperative • 2020 - $433,524,175.00 • 2021 - $432,367,332.00 • 2022 - $474,912,261.00 National Cooperative • 2020 - $117,246,848.00 • 2021 - $242,276,114.00 • 2022 - $428,741,315.00 National Cooperative • 2020 - $119,276,838.00 • 2021 - $215,559,364.00 • 2022 - $297,216,161.00 National Cooperative • 2020 - $49,516,736.00 • 2021 - $98,356,960.00 • 2022 - $162,616,951.00 National Cooperative • 2020 - $109,667,754.00 • 2021 - $94,519,443.00 • 2022 - $66,158,438.00 National Cooperative • 2020 - $105,605,584.00 • 2021 - $106,272,231.00 • 2022 - $36,249,883.00 National Cooperative • 2020 - $51,110,983.00 • 2021 - $69,945,461.00 • 2022 - $117,824,104.00 State Contract • 2020 - $137,405,364.00 • 2021 - $79,536,085.00 • 2022 - $43,431,618.00 State Contract • 2020 - $79,162,748.00 • 2021 - $77,934,115.00 • 2022 - $54,871,606.00 State Contract • 2020 - $64,141,338.00 • 2021 - $63,818,564.00 • 2022 - $69,121,433.00	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA • 2020 - $19,629,342.02 • 2021 - $13,876,322.68 • 2022 - $6,492,695.32 SHI does not have any SOSA agreements.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
NJ Transit	Renzo Sosa, Director, IT Contracts	973-491-7612 rsosa@njtransit.com	*
University of Georgia	Ryan Dekle, Procurement Specialist	706-542-7113 deeks90@uga.edu	*
NY-Erie 1 BOCES, Western New York Regional Information Center (WNYRIC)	Julie A. Bray, Project Manager	716-923-6512 jbray@e1b.org	*
Fulton County, GA	Anne Wilson, IT Vendor Relationship Manager – Department of Technology	404-612-7294 Anne.Wilson@fultoncountyga.gov	
City of Little Rock, AR	Vitesh Patel, Procurement Manager - Finance Department	501-371-6838 vpatel@littlerock.gov	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Required	Government	New York - NY	All IT products and services	$8-$32.3M	$ 567,127,119.76	*
Not Required	Government	Louisiana - LA	All IT products and services	$4-$9.2M	$ 216,861,697.19	*
Not Required	Government	Missouri - MO	All IT products and services	$3-$17M	$ 152,833,261.14	*
Not Required	Government	Oregon - OR	All IT products and services	$12-$10.2M	$ 76,774,805.93	*
Not Required	Education	New Jersey - NJ	All IT products and services	$4-$1.5M	$ 36,539,525.56	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	SHI possesses not only the necessary capabilities but also the needed enthusiasm to cater to the needs of Sourcewell members from across the U.S. and Canada. Our ethos at SHI grows from our team members and they remain our greatest asset. Our sales force provides exceptional customer service and support to Sourcewell members. To remain successful for Sourcewell members, we will stay flexible in our approach and will engage with each member on an individual basis; we understand that one size does not fit all, and that philosophy is apparent in our sales structure. In terms of organization, we have retained a small business feel to remain agile for our customers. We operate successfully with minimal layers of management, and we empower our sales teams to make decisions that are in the best interest of their customers. Our Team Structure With a desire to meet the unique needs of our various public sector customers, we have structured our public sector business unit into four divisions, including: • Federal • State and Local Government • Education • Healthcare Sales Leadership SHI recognizes the value and agility that comes from working closely with your selected partner. That's why, to best support our customers, we have split our public	

sector into regions. We have over 250 salespeople who are focused on government, education, and healthcare. SHI's Senior Public Sector Sales Vice President oversees four regional Vice Presidents (VPs)—education west and east, and government west and east, who directly manage the District Managers and Account Executives in their territory. This allows for more flexibility and faster decision-making, so SHI can provide Sourcewell's members with a small business feel.

Public Sector Field Team
The Public Sector Field team supports state and local government, K-12, higher education, federal, and public healthcare entities across the country. Customers in the public sector are supported by an Account Executive (AE), who lives and works in the territory, and a dedicated inside sales team.

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. Our AEs are empowered to make decisions when it comes to customer support, and they have the autonomy to resolve issues as they arise. In addition, District Managers (DM) are engaged with the account teams to provide executive-level support and to meet with customers as needed.
Regular and transparent communication with customers helps us provide tailored support. AEs meet with the Sourcewell member contract users to review their business with SHI. During these review meetings, we discuss purchase history and the customer's future plans. With open discussions, SHI can provide significant value in supporting members' initiatives and will engage the support teams as needed to help meet their goals and objectives. *

Public Sector Inside Team
Our Public Sector Inside team focuses on supporting the needs of smaller local government, K-12, and higher education institutions nationwide and offers personalized attention regardless of organizational size. These customers often are overlooked by large resellers, though they have the same needs as their larger counterparts. Based at our global headquarters in Somerset, New Jersey, the Public Sector Inside team supports customers' needs from start to finish.

Canadian Public Sector Sales
With over 20 years of experience in the Canadian marketplace, SHI maintains several offices and a team of 20 people including directors, managers, field sellers, and sales support including field service executives who provide pre-sales support, solution architecting, and engineering across SHI's full portfolio.
Our Canadian Public Sector team supports Federal, Provincial, Municipal, Healthcare, Education, Agencies, Boards and Commissions. This sales team is comprised of one District Sales Manager with over 35 years of experience in the Public Sector, three Field Account Executives with up to 24 years of experience and one Business Development Manager with over 10 years of experience in Public Sector. This team is backed by Inside Account Managers who support day-to-day quote requests, returns, and general inquiries. We provide a comprehensive customer support plan to ensure we meet each members' needs as part of our presence in Canada.

We also have six Inside Account Executives who are phone-based sellers covering Canada to augment the field sellers.

And our Canadian presence is growing! We continue to look to expand our field sales presence in the Public Sector in the coming months.

27	Dealer network or other distribution methods.	To support Sourcewell members' need for reliable stock, we have an abundant and broad community of distributors and partners. We work loyally to maintain relationships with both our large IT distributors (Ingram Micro and TD SYNNEX) as well as smaller, local distributors and manufacturers directly. Regardless of where we source products, SHI always looks for opportunities to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams review our distributors' stock to source products from the supplier with inventory in the closest proximity to the customer, at the lowest price. Most products are delivered within three to five business days of order placement. We have sourcing specialists on our procurement team who monitor purchase orders with our partner and distributor community to ensure that no savings have been missed. In many instances, our sourcing specialists can aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost. SHI also maintains two integration centers/warehouses in Piscataway, NJ, which can securely store the Members' inventory for configuration and integration services. The combination of our warehouse/integration centers, as well as our relationships with our major distributors, allow us to provide efficient product delivery across the country. SHI's distribution model reduces time to market and decreases the overhead costs of maintaining additional warehouses, subsequently allowing us to offer our customers an aggressive pricing model. Our major distribution centers are located strategically in: • Fontana, CA • Los Angeles, CA • Ontario, CA • Miami, FL • Atlanta, GA • Suwanee, GA • Chicago, IL • South Bend, IN • Swedesboro, NJ • Jonestown, PA • Memphis, TN • Dallas, TX • Fort Worth, TX SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off this pricing.

28	Service force.	To anticipate the needs of our clients, we proactively invest in solution-based resources and capabilities that help our customers achieve their digital transformation goals. For example, we are adding practices around IOT and data analytics/machine learning. The requirements for effective IT have transformed. In response to this shift, and working from our customer-centered foundation, SHI developed solution-based support teams. These teams have common goals to identify a customer's needs, help them acquire the right technology, and facilitate the adoption of that technology in the customer's environment. SHI has technical expertise around our entire portfolio of services and products, ensuring we are prepared to meet all Sourcewell members' IT needs. Our services and support resources include: • Field Solutions Engineers: SHI employs a team of solution engineers with more technical expertise to collaborate directly with AEs and be the first point of contact for more in-depth technical discussions. • Advanced Solutions Group (ASG): This group has the agility and expertise to help design, build, test, and deploy hardware, cloud, and software solutions in synchrony with other support teams. They aim to help customers execute their mission and educate end users by getting the right technology to the right people at the right time. These teams are organized into the solution practice groups below: • End-User/UCC • Cloud Design, Adoption, Optimization and Management • Data Center Technologies – Server/Storage/Backup • Networking – Core, Edge, and Transport • Security Solutions • SHI Training: SHI's training team provides on-site, online, or on-demand technical, end-user, and professional development training, complementing our other services seamlessly. We offer the skills and knowledge our customers need to improve their adoption and consumption of technology and increase their return on investment. SHI offers full-service training to meet technology's growing demands. • Software and Hardware Partner Support Organizations: SHI has the largest team of hardware, software, and licensing specialists in the industry. Our award-winning team of licensing specialists has the expertise to manage the varied features of the publisher licensing programs and are available to help customers select licensing programs, execute agreements, and support the agreement lifecycle. SHI also has dedicated teams that support over 100 strategic and emerging technology partners to assist in evaluating hardware features, sourcing, and obtaining demos. Leveraging the expertise of our established, esteemed, and highly certified service and support teams, SHI aims to continue being a trusted advisor to your members. With our proven 'Select, Deploy, Manage' methodology, we pledge to maintain harmonious collaboration with Sourcewell members. We will oversee each project from inception through successful implementation to completion, identifying potential cost savings at every phase of the project lifecycle and continuing our ongoing contract. Professional Services Delivery SHI provides services in one of three ways: 1. SHI Delivered Services – our internal delivery resources are based in NJ and across the country. This team is comprised of over 600 technical experts who collectively hold 3,000 certifications for various products and solutions. 2. Partner Delivered Services – SHI can resell partner services. In this case, we rely on employees of that partner or contractors of that partner. 3. Service Partner Network – SHI maintains an Elite Partner network of service providers across the U.S. and Canada. These partners are vetted and managed carefully by SHI to ensure customer satisfaction and success. Currently, our Elite Network is comprised of 50 partners. Furthermore, we also collaborate with external Service Partners at a customer's request. Often, our customers have established relationships with local partners, and in these cases, SHI will eagerly join with that partner to provide services on contract. Our capability for services is extensive, and with resources across the country and Canada, SHI facilitates services in almost every IT Solution area.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	SHI International Corp., SHI Canada, and SHI Government Solutions will be responsible for handling all orders submitted by Sourcewell members. SHI also reserves the right to add additional fulfilment partners upon award of a contract in conjunction with Sourcewell member needs. SHI accepts orders via Purchase Order (PO) submitted via email or fax, phone orders may be placed with credit cards and orders can also be processed through shi.com by shopping directly through the catalog or completing a purchase by having an SHI quote published to your specific account. The web catalog will include all products available under the scope of the contract allowing members to acquire the most current products for their needs. Regardless of the method of submission (email, fax, web), the order is routed to your dedicated Inside Sales Team for validation and the management of the order process. Upon receipt, the Inside Account Manager (IAM) will review the order to ensure it is complete and can be processed. If the order is not valid for any reason, the IAM will contact the customer within 2-4 business hours to request any necessary information. If lower pricing is available, the IAM will inform the customer and pass the lower price on. In a case where a price has increased, SHI will honor the price if the order is placed within 30 days of the original quote. If the quote has expired, SHI will make a best effort to work with the manufacturer to honor the price. Your dedicated sales team will enter all valid orders on the same day they are received. An automatic order confirmation will be generated and sent to the end user listed on the purchase order, as well as any other contacts the customer has designated. We can customize the information on the order acknowledgment email and can include all information required by the customer. Once an order is entered, it is then directed to SHI's Procurement Department for processing. This team is then responsible for placing the order with the appropriate distributor or manufacturer. The orders are sent electronically and confirmed, and all orders are placed within 24 hours of being received. Should there be a change in the delivery time, the Procurement team will notify the sales team immediately. At that point, we will reach out to the end user to discuss options. Should a product not be available at the time of order placement, the Inside Account Manager will reach out to the contact who placed the PO and advise that contact on all the options available. No substitutions will be ordered unless we have express, written authorization to do so by the end user. We have the flexibility to bill upfront, in arrears, or on a payment plan depending on the requirements of each purchase. We will have these discussions before the quote process takes place and confirm again before we enter the purchase order. In this way, we will alleviate incorrect billings. In the rare case that something is incorrectly billed, the customer can reach out to their sales team, and they will work with our Accounting Department to resolve it. SHI can accommodate sending either hard copy invoices, electronic invoices, or both. Summary billing is also available. We will accommodate changes at any time. Invoices will be sent only after the products have been delivered. SHI has also worked with Sourcewell to set up a store on the new Buy Sourcewell online platform with punchout options for your members. This is yet another purchasing avenue for Sourcewell members.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. Customers are supported by a dedicated AE and a dedicated inside sales team. Field territories are structured vertically and geographically. Each AE is supported by a team of IAMs who maintain direct relationships with the customers. SHI's AEs are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our AEs ensure customer satisfaction, SHI can provide high-quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI regional directors are engaged with the account teams to provide executive-level support and to meet with customers as needed. SHI recognizes that effective communication is the cornerstone of customer service. Our dedicated account teams are committed to fully support their customers with accessible, courteous, responsive, and seamless customer service. Below we outline our standard procedures and response times: • Call answered in a timely manner: Sourcewell's calls are directed to your dedicated IAM. In the case your dedicated IAM is helping another customer, calls are directed to voicemail. If the customer has an urgent request, they can escalate their request to the inside sales team manager or AE for immediate assistance. • Email and voicemail response: All emails and voicemails are answered or returned within two to four business hours. • Quotes Turnaround: Quotes from the customer's standard catalog are fulfilled within eight business hours. For quotes requested for items which are third-party source/weird ware items, the IAMs reply to customer requests within two to four hours, confirming receipt of request and relaying to the customer they are working on their request and notifying them of additional time the request may take because of external factors—such as awaiting vendor response or additional required information from the customer. • Process orders within 24 hours of receipt (unless additional information is required). • Order entry accuracy: SHI accurately enters purchase orders into the system 98 percent of the time based on monthly data. • Provide daily updates on any pending requests. • DOA Devices: If an item is DOA, SHI works with the OEM to provide a working product within the OEM's DOA policies. • Order received to product shipment: The total turnaround from order receipt to shipment for 90 percent of all standard orders is 15 days. Should we expect a delay because of large quantity, complexity, product constraint, etc., SHI communicates the expected timeline with the end user who placed the order and follows up consistently until the product is delivered.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Aiming to best support the needs of over 50,000 members, Sourcewell seeks partnerships that deeply understand and are dedicated to serving these diverse groups. Members span various sectors, including state and local government, tribal government, public and private K-12 and Higher Education, public healthcare, and non-profit organizations. Each industry has unique IT needs, requiring an experienced and resourceful solutions provider. With its comprehensive capabilities and dedication, SHI stands ready and eager to serve each of these sectors by providing tailored IT solutions and consistent support. As the incumbent and current partner to Sourcewell and its members, SHI is passionate about this contract and is committed to developing impactful current and future IT solutions for each member. To achieve this, we will deliver the following: • A dedicated Capture and Business Development Manager who focuses on championing this contract internally with our SHI sales teams, joining calls with customers to answer questions about the contract, and connecting resources internally and with Sourcewell as needed. • Knowledgeable staff who have worked with Sourcewell and its members and understand the challenges you face, enabling you to facilitate a better buying vehicle for your members. • A global solutions provider with experience in the public sector who can accommodate a nationwide demand for products and services. • A dedicated partner who can provide consistent, comprehensive solutions, providing high quality, cost effectiveness, and reduction of risk. • A complete catalog of products and services with competitive pricing that supports members no matter where they are in their IT journey. With a dedicated team of sales, technical advisors, and contract specialists available to assist members throughout the nation, SHI is well positioned to be your value-added partner—supporting Sourcewell's vision "to empower community success." SHI is excited about the opportunity to continue working with Sourcewell and your members. Our current contract has been a huge success because of our ability to offer thousands of OEM's and hundreds of different service offerings to your members. Upon award SHI will continue providing the entire breadth of our catalog to your members across the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	SHI will enthusiastically provide products and services to Sourcewell members in Canada. Our Canadian Public Sector team supports Federal, Provincial, Municipal, Healthcare, Education, Agencies, Boards and Commissions. This sales team is detailed more in response to question number 26. Working with the sales team, we have three in-country field solution engineers – one focuses on UCC, one on Data Center, and the other on Security. SHI currently employs four Microsoft Licensing Executives and one Cisco business development representative dedicated specifically to Canada. Our Canadian team uses partners where possible that are vetted through our services team to ensure they have the requisite capabilities to deliver tangible business outcomes to our customers. Our primary partnership is with Zanaris (https://www.zanaris.com/) and we are also developing a partnership with Jolera (https://www.jolera.com/). Beyond that, we will leverage our internal teams to deliver services like cloud cost optimization, architecture reviews, and rapid server migration. We also have a broad network of Canadian distribution partners from whom we source products including Ingram Canada, TD SYNNEX Canada, D&H Canada Climb Channel Solutions Canada, and Dell Canada Inc.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	SHI will fully serve and actively promote an awarded contract to all eligible members. With over 250 sales team members supporting across the US, including Hawaii and Alaska, SHI is positioned to serve all geographic areas of Sourcewell's proposed contract. Our mission is to instill a comprehensive understanding of the contract, terms, and conditions among our AEs in every region. This knowledge base will equip them with the ability to provide unparalleled support to Sourcewell members. SHI is poised to provide extensive training to educate your members across all geographic areas of a new contract.	*

34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We commit to actively marketing and endorsing this contract, ensuring we increase visibility to all Sourcewell members without exception. We will serve all Sourcewell participating entities that our sales teams support.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	SHI does not have any contract restrictions for members in Hawaii, Alaska, or the US Territories. In fact, we have an Account Executive who lives in Alaska, Marla Thompson, who supports government customers. Pete Kim, who lives in California, is the field government Account Executive for Hawaii. All education customers in Alaska and Hawaii are supported by our Public Sector Inside Account Executives.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We are thrilled by the opportunity to continue to promote and market our Sourcewell partnership. We know the vital importance of marketing contracts and reaching all eligible Sourcewell members, and we will apply our tangible, demonstrated experience supporting the unique requirements of procurement organizations to marketing and promoting this contract. Throughout our current contract, we have worked diligently to market the Sourcewell contract both internally and externally. The Sourcewell Capture & Business Development Manager, Tory Pubylski, recorded and posted several internal trainings for all sales teams selling on the Sourcewell contract and even recorded a sequence of video trainings with our Supplier Development Administrator in the Sourcewell studios as quick, digestible nuggets telling sales from both the Sourcewell and SHI perspectives how to market and explain the value of the Sourcewell Cooperative contract to customers. These short on-demand trainings covered the who, what, why, and when to break down the talk tracks that are helpful to sales and potential Sourcewell customers alike. Additionally, we had several sales teams attend Sourcewell in-person trainings across the country and our Supplier Development Administrator provided a series of regional webinars with our support to get the right attendees. During the term of the current contract, we also expanded our marketing team devoted to Public Sector. This team, led by our Director of Growth Marketing Programs, Rob Fass, has taken an innovative approach to expanding initiatives that are focused on public sector customers and the real IT obstacles they face. Through purposeful customer-directed emails about solutions specific to our customer base, social media and supporting our customer-facing events, this team is critical to our support of our customers. Our dedicated Contract Capture and Strategy team will join forces with the Public Sector leadership team and our Public Sector Marketing team, to create and execute our marketing plan. Upon award, we will execute the following steps to begin marketing the new contract: • Create contract announcement materials for electronic distribution to customers via email, on SHI.com, and the SHI Resource HUB blog, posts on LinkedIn and other social media. • Create co-branded marketing outlining the features of the new contract. • Design a dedicated website on shi.com including the Sourcewell awarded vendor logo, a copy of contract documents, a summary of products and pricing, marketing materials, a link to Sourcewell's website, and all relevant contact information. (to see the current page visit: https://go.info.shi.com/Sourcewell-Contract-Page.html) • Create internal sales training for new contract compliance, pricing, terms, etc. We will also welcome any opportunity to work with Sourcewell and AASA on advertise at their events or in their newsletters. SHI participates in hundreds of trade shows, conferences, and meetings across the country. Sourcewell has our commitment to participate at specified shows as well as additional opportunities to broadcast and promote our partnership. Specifically, SHI will attend, exhibit, and participate at the NIGP Annual Forum alongside Sourcewell suppliers. We are happy to assist Sourcewell in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance. We also provide seminars and workshops to our public sector customers across the country and are eager to have Sourcewell members attend. Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Our most recent event was the Sustainability Summit. Centering the conversation around sustainability, the event reflected a heightened awareness of the importance of sustainability in the IT landscape and demonstrated SHI's proactive role in driving positive change within the industry. We emphasized how SHI can assist in improving the sustainability of customers' IT operations and how to make IT sustainability a critical part of their supply chain. Sourcewell members are welcome to attend these at no additional charge. Custom Events – The SHI Roadshow series of events was new this last year for SHI! We completed two traveling shows focused on Cybersecurity and Infrastructure in the Spring of 2023 at large event spaces around the country with solution partners and special guest speakers. These events were a roaring success, and we hope to see new headlines for these events again in 2024! We include sample marketing materials as part of the supplemental attachments in the response portal and will remain flexible and open to collaboration with Sourcewell upon an award. We provide more detail on our digital marketing media in response to question 37 below.
37	Describe your use of technology and	The digital age has profoundly changed the way we communicate by making it easier and

	digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	more instantaneous, but it has also created a flood of information which makes it that much more difficult for our customers to find trustworthy news sources for their technology information. So much content vies for our limited attention, between smartphones, messaging apps, email, and social media, we can connect and communicate with others from practically anywhere at any time. SHI provides a haven for customers to find reliable and relevant information about the latest trends, or threats, to their IT through the following digital mediums. Webinar Series Sourcewell and its members can access our regular schedule of webinars and workshops covering a variety of topics relevant to today's public sector customer – from grants and funding to modernizing your network and streamlining multivendor support for IT purchases - our finger is on the pulse of the real challenges facing our customers. Please check out our website for upcoming events and on-demand recordings: https://www.publicsector.shidirect.com/about/events SHI Resource Hub The SHI Resource HUB is home to eBooks and short news articles to keep our customers updated on the latest changes and trends impacting the IT industry. Displaying short news and informational articles, the HUB keeps our customers up to date on our services and support as well as on emerging trends in technology. Written by SHI's subject matter experts (SMEs) who leverage their knowledge and insight to speak to SHI's broad customer base, SHI is committed to keeping our customers informed. Customers can browse by IT category, recent articles, or popular posts. Please visit the SHI HUB website (blog.shi.com) for on-demand articles, eBooks, and podcasts. Social Media In addition to the SHI Resource Hub, SHI is active on social media applications and has dedicated public sector pages to help keep our public sector customers informed. Customers can get up-to-date information on demand by following SHI on X, LinkedIn, Instagram, Advocacy, and YouTube. Upon award of a new contract with Sourcewell, we will create an announcement for LinkedIn for SHI to share with customers and our partner community. We also have podcasts- "We've Got Your Mac" and "Innovation Heroes" are available wherever you listen to podcasts! You can also listen to them by visiting our SHI Resource HUB at blog.shi.com. SHI Sponsorships In addition to our digital marketing via the web and social media directly informing business and IT leaders of the products, services, and solutions we offer, SHI enhances our brand visibility through multi-year partnerships with select college and professional sports associations and brand ambassadors. In the past twelve months, SHI's brand ambassadors and sponsorships alone have generated over thirty billion brand impressions across: • Television and radio • Earned media • Website and e-mailings • Advertising and supporting collateral • Hospitality • Onsite signage Many of these impressions come from SHI's partnership with the Rutgers University Athletic Department. Playing in the NCAA's prestigious (and national) Big Ten conference, the Scarlet Knights football team, and men's and women's lacrosse teams all play in the 52,000-seat SHI Stadium, located five miles from SHI's World Headquarters. With over five hundred of SHI's 2,000 New Jersey-based employees being Rutgers graduates, the alliance between Rutgers and SHI is long-lasting, making this partnership much more than just a marketing sponsorship. As the largest minority woman-owned business in the United States, SHI is proud to be represented by Ladies Professional Golf Association's (LPGA) golfers Allisen Corpuz and Annie Park, and the US Women's National Team/NC Courage Goalkeeper Casey Murphy, who serve as SHI brand ambassadors. All three professional female athletes are also small business owners. SHI's logo appears regularly across the LPGA's digital marketing platforms and onsite event branding and was most visible when Allisen won the first-ever U.S. Women's Open played at Pebble Beach. Allisen's position in the final pairings ensured the SHI logo on her shirt was proudly visible to a live national TV audience for the entire weekend tournament. When she is not busy representing the United States in the World Cup in 2023 (and likely the Paris Summer Olympics in 2024), USWNT goalkeeper Casey Murphy is the face	*

		of SHI's cybersecurity practice. By partnering with Murphy in support of her Casey Murphy Goalkeeper Academies, SHI is able to help Casey inspire young soccer players to take ownership of their own development and build confidence through hands-on instruction from Casey and her crew of teammates and coaches. E-Newsletters SHI creates various informative, monthly newsletters containing information regarding important contract dates, product releases or changes, Q&A, and upcoming events. Thousands of our customers currently receive these newsletters, and we will continue to make them available as a subscription to anyone who is interested. SHI also creates hundreds of marketing texts for our major manufacturer partners and SHI core services offerings, which are shared with customers through in-person meetings, trade shows, and email.	
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	SHI has first-hand experience with the tremendous value that Sourcewell brings to its contract partners. We are thrilled to continue building on our relationship with Sourcewell under a new contract award. We view Sourcewell's role in the promotion of the contract to include: • A dedicated SHI contract landing page on Sourcewell's website. • Continued partnership in creating training for our sales teams. • Regular and open communication with SHI on our performance and ongoings at Sourcewell. • A dedicated Supplier Development Administrator we can contact for questions and assistance. • Collaborative marketing efforts. • Sharing in-person Sourcewell training information so our sales teams can participate. Sourcewell is already a well-known entity within the public sector sales team at SHI. We commit to actively marketing and endorsing this contract, educating our Account Executives on the specifics of this contract with an aim to increase visibility to all Sourcewell members. Our continued concentrated efforts and unparalleled dedication to Sourcewell's will be evident.	*

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	SHI.com, SHI's procurement platform, provides an efficient and intuitive way to access and procure a customized catalog of products, and its business-to-business functionality includes innovative custom catalog capabilities that provide personalized views of product information, enabling Sourcewell members to find and compare products, to view key metrics (like frequently viewed products and contract or standard items), and to simplify purchasing. With thousands of manufacturers represented, product catalogs are fully customized to reflect contracted pricing available through SHI, as well as special pricing programs for which members are eligible, such as licensing programs or other volume programs. SHI's open architecture systems allow us to integrate with virtually any eCommerce platform through market leaders or a proprietary solution. The most common applications we support include Ariba, Perfect Commerce, PeopleSoft, SAP, and Oracle. In general, SHI supports systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. In addition, we support the following Punch-out types: • Ariba • Basware/Verian ProcureIT • Birchstreet Systems • Coupa / Coupa Advantage • DSSI • ePlus Procure+ • GEP • GHX (Global Healthcare Exchange) • Hubwoo • IDS • IOS Corp • iPayables • Ivanti • Jaggaer (formerly SciQuest) • Lawson • Oracle / Oracle Supplier Network • Payback • PeopleSoft Direct Connect • Perfect Commerce • Periscope • Procurement Partners • Quoteworks • ReactorNet • Remedy • SAP OCI Roundtrip • ServiceNow • SPS Commerce • Supplier Solutions • Transcepta • True Commerce • Tungsten • Unimarket • Valua • WorkDay • Yardi • Zycus Our e-commerce specialists can provide training to Sourcewell members authorized to access their customized site, and we will schedule trainings based on the customer's level of access to the site, collaborating with individual members to determine a program and schedule that works best for their purchasing environment. Some of the most remarkable ways in which governmental and educational customers have used –and benefitted from – our eProcurement system is through our software procurement consulting services, our license tracking and reporting capabilities, and our robust Software Asset Management (SAM) tools. Our tracking abilities relieve our customers of the burden of managing their purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow are automated to enforce purchasing rules and minimize errors.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training	SHI offers training and adoption services, including professional development training, to help our customers maximize the value of their technology investments. Our Training and	

programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.

Adoption team takes a holistic training approach, ensuring both IT staff and end users are accounted for. While all steps may not be necessary for each customer scenario, a full training project would typically encompass the following components:

- Identify current state and future state requirements with key stakeholders.
- Identify change management and communication strategy.
- Define the use case.
- Identify locations and languages.
- Assess gaps and needs for IT and end-users.
- Develop scope.
- Customize content.
- Align training with the deployment schedule.
- Launch training pilot.
- Live instructor-led training
- Power-user training
- OnDemand eLearning portal
- Application deep dive training
- Deskside training support
- VIP one-on-one training

End-User Training

SHI has a multitude of options to meet our customers' training needs. Our certified instructors are enthusiastic about bringing real-world experience to the customer's learning environment. Curriculums may be standard or tailored to the agency, department, or job role to yield a higher return on investment. Customizations can include utilizing the customer's environment, business processes, local language and more. We offer training on-site, online, on-demand, or a blend of these options. Some of our most popular offerings for end-user training are:

- M365
- Windows 10/11
- Microsoft Teams
- Microsoft Core Apps
- WebEx
- Google Apps
- Security Awareness

Technical Training

With our manufacturer-certified experts, customers can access dozens of custom on-site, online, and on-demand technical training courses geared toward our customers' organizational programs and software needs. We can support technical training for a variety of manufacturers, which include, but is not limited to:

- Amazon
- Cisco
- Google
- Microsoft
- VMware
- Palo Alto
- Meraki
- Nutanix
- Veeam

Professional Development for Business

In today's competitive environment for hiring and maintaining quality employees, comprehensive and sound professional development is a necessity. SHI offers dozens of on-site, online, and on-demand professional development classes help employees grow and perform at their best. Topics include, but are not limited to:

- Business Analysis
- Communication
- Leadership
- Project Management
- Agile
- ITIL

Professional Development for Educators

SHI offers Professional Development for Educators. Our professional learning teams offer trainings on-site, online or on-demand through a subscription model on topics that include, but are not limited to:

- Software training for IT staff, faculty, and staff
- Hybrid teaching methods
- Blended learning
- STEM
- STEAM
- Esports
- Pedagogy
- SEL (Social and Emotional Learning)
- Accelerated Learning Recovery
- DEI (Diversity, Equity, and Inclusion)

*

		• First-Year Teacher Bundle Custom eLearning Development SHI works with customers to develop custom, powerful, engaging, learner-focused eLearning courses and curriculum that meet training goals and deliver measurable results. Our custom development includes, but is not limited to: • Standard eLearning course(s) • An entire eLearning curriculum • Micro Learning • Gamified eLearning Please feel free to explore more details and options at https://www.shi.com/solutions/training	
41	Describe any technological advances that your proposed products or services offer.	Our team of experts offer various technological services that can help enhance and advance the use of technology for members. This could range from optimizing existing systems to implementing new, advanced technologies, providing consulting services, or even offering training programs like security awareness training. Articulated below are just a few offerings: Customer Innovation Center (CIC) SHI helps with the technical evaluation of products to empower you to make the best choices and scope each project appropriately. Evaluation may include full proof of concepts or simply obtaining evaluation units. You can test and compare IT solutions in our Customer Innovation Center (CIC) before committing to an investment. The CIC is staffed with trained team members and technical professionals who are experts on both products and solutions. As technology advances and changes, the technologies in the SHI CIC follow, ensuring that we always have the products and relevant technologies that our customers are interested in. The CIC can provide on-demand and remote access to the kinds of technical advisory and real-world wisdom that you are looking for. Our goal is to help you identify, adopt, and implement the right technology investments quickly, with lower costs and risks. Now you can experience everything the CIC has to offer from wherever you are by virtue of an interactive virtual tour! How to use the Virtual Tour: Click here for a quick tutorial about the tools and features of the virtual tour so you can get the most from your experience. SHI Complete The SHI Complete service provides customers with a turnkey solution for modernizing their IT Infrastructure, enabling a remote workforce, enforcing security best practices, and leveraging SHI's Managed Service capabilities to centralize IT Service and Support. SHI Complete can ensure you have the right IT operating model and a strong governance plan around security, services, and management that is structured to meet your business goals. Combining a curated stack of integrated technologies across device management, security, networking, collaboration, and cloud platforms, SHI Complete helps customers establish a secure, resilient, and scalable IT foundation. Onboarding Service SHI Complete employs a personalized approach with respect to managed services to ensure our customers obtain the solution that best fits their business needs and primes them for growth in a Cloud First technology ecosystem. The onboarding services component of our solution includes: • Assessment of the customer IT ecosystem and IT business objectives. • Site Surveys of physical locations, network mapping, and application use cases, as needed. • Creation of a Zero Touch device deployment capability. • Development of the IT modernization strategy and customer onboarding plan. • Design of the Managed Network Services and cloud environments on client premises. When onboarding is complete, SHI's technical account managers, project managers, and certified engineers use this plan to implement and migrate customers to the new SHI Complete managed IT environment with ongoing support and knowledge transfer throughout the processes and procedures. Managed Services Managed services are the foundation of the SHI Complete solution. Customer subscription to the SHI Complete service provides many benefits that are core to the customer's success, including: • Designated technical account manager assigned to your organization. • Access to our SHI One customer portal for reporting and service requests. • Net payment terms provided (upon credit approval) through SHI. • IT service desk support for users and devices. • Client user onboarding/offboarding and IT asset reclamation. • Cloud application management and support.	*

		• On-site and cloud network service management. • Security management and best practices. • Access to a wide array of optional fee-based public cloud professionals and managed services. • Escalations to SHI subject matter experts (SMEs) through SHI's world-class service desk support team. SHI will collect and track feedback from customers during regularly scheduled meetings as well as through end-user feedback. Taking this information, SHI will make modifications to its contracted services where possible to further improve service quality over the life of the contract. SHI One Management Platform The SHI One Management Platform is a portal for customers to manage both cloud and IT services purchased through SHI. Customers have a centralized place to track and manage their public clouds, allowing them to spend less time struggling with reports, management, and support and more time on strategic initiatives to drive their business forward. With this portal, customers can manage their cloud platforms (Azure, AWS, GCP). They can easily view the state of their IT landscape and streamline their cloud environment management. Customers have access to support cloud cost, usage, billing, invoicing, and consumption of support cloud accounts. Leading Industry Technologies SHI maintains an ongoing dialogue with industry authorities such as Gartner and IDC through quarterly meetings, ensuring we stay current on the latest and best technologies. We have established strong partnerships with each OEM, allowing us to introduce new products as soon as they become available. This gives members the unique opportunity to pre-order new products yet to be released through SHI, ensuring they receive them as soon as they hit the market. Our devoted solutions team and product specialists stay up to date with the latest technologies and will promptly notify members about the newest products available. The expertise of SHI's OEM support teams, technical resources, and strong relationships with manufacturers are leveraged to guide members as they explore emerging technologies and innovative new solutions.	

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	SHI is dedicated to environmental sustainability and recognizes its role in affecting the environment. We continually strive to minimize any negative impact from our operations while ensuring the safety and well-being of our staff. Our business strategy heavily emphasizes environmental preservation and the promotion of a sustainable future. By implementing eco-friendly initiatives, both internally and with our partners, we aim to reduce yearly technology waste and contribute more significantly to a greener planet. In 2023, we pledged to the Science Based Targets initiative (SBTi) to reach our corporate Net Zero Emission goal by 2050. At SHI, we believe that sustainable operations and exceptional customer service are intrinsically linked. Through close collaboration with our partners, we strive to excel in both areas. We work with our partners to create and implement environmentally responsible solutions. As a prominent player in the IT industry, we actively participate in partner programs and initiatives, providing input and helping shape future sustainability strategies to guide the industry towards more responsible practices. This cooperative approach guarantees that we focus on not only our own growth but also the success of our partners. Through these efforts, SHI assists our customers' Environmental Social Governance (ESG) initiatives by aligning with sustainable solutions such as IT asset disposition (asset recovery and disposal, E-waste recycling, hardware redeployment and remarketing), IT asset management, green financing, and using cloud and data center solutions to lessen carbon emissions from physical IT infrastructure. SHI is committed to sustainability at corporate, cultural, and policy levels and holds itself accountable for being initiative-taking and solution-oriented to promote sustainable long-term growth. By setting and implementing global environmental policies, management systems, and key performance metrics, SHI consistently integrates and promotes environmental stewardship across its global business groups, ensuring consistency and innovative environmental thinking. Our commitments include: • Setting targets and action plans to support our United Nations Global Compact (SDG 13 Climate Action) and SBTi commitment, and continually refining our practices. • Preferring partners who have implemented sustainable and ethical practices within their organizations and influence such practices in their supply chains. • Enhancing our sustainable procurement team's support, which concentrates on supporting diverse and minority suppliers. SHI seeks to be energy efficient utilizing these methods: • Monitor power consumption. • Disclose to the Carbon Disclosure Project (CDP) and EcoVadis annually. • Utilizing advanced energy-saving systems such as: o High-efficiency HVAC equipment o Energy Star equipment/appliances o Energy recovery from building relief/exhaust air, demand control ventilation sequences for energy savings on ventilation (Austin). o Automatic lighting controls and LED lighting throughout (Austin). o Occupancy sensor control of lighting fixtures. o Water-efficient and low-flow plumbing. o Solar panels and electric vehicle charging stations. • SHI has EV charging stations located at our global headquarters, Ridge Integration Center in New Jersey, and our Austin Regional Headquarters in Texas • LEED Gold Certified • Austin Regional Headquarters – Building Design and Construction (2021) • Global Headquarters - Commercial Interiors (2013) To support our goals and reduce power consumption, SHI made significant green investments in our facilities by installing solar panels. Today, over 7,000 solar panels are installed at four SHI-owned facilities, including our global headquarters and Integration Center in New Jersey, and our Austin Regional Headquarters in Texas. The addition of solar panels has helped SHI avoid 5,287,000 pounds of carbon dioxide since the system's installation and avoided 13,771 lb. of sulfur dioxide and 5,425 lb. of nitrogen dioxide since installation. With sustainability and ESG at the forefront of current initiatives, we hosted the SHI Sustainability Summit event this summer at our headquarters location in NJ. The event reflected a heightened awareness of the importance of sustainability in the IT landscape and demonstrated SHI's forward-looking role in driving positive change within the industry. We emphasized how SHI can assist in improving the sustainability of customers' IT operations and how to make IT sustainability a critical part of their supply chain.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	As a reseller, SHI does not receive labels specifically for products; however SHI will be happy to work with Sourcewell and product manufacturers to identify any specific eco-labels on products Sourcewell members wish to purchase.	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We are the largest privately Minority/Woman Owned Business Enterprise (MWBE) in the U.S. and our certification as an MWBE offers a critical value-add to customers whose strategic business objectives include supplier diversity and development. In addition, SHI's Diversity Business Development Initiative builds and sustains a community of diverse suppliers and partners who best serve the needs of our customers. As a large MWBE, we continue to grow an effective Direct and Indirect Tier II program by accessing our Diversity Vendor database and using certified minority vendors in all diversity categories which includes, MBE, WBE, M/WBE, LGBT, SBE, SDB, HUBZONE, DVBE, VBE, and WOSB. SHI also maintains its internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet product requirements and operational needs. SHI Certifications WBE • WBENC MBE • NMSDC - Corporate Plus Member • NMBC - National Minority Business Council • CAMSC (Canada) MWBE • Supplier Clearing House (California Public Utilities Commission) SHI also has MWBE certifications with the following state governments: • Delaware • Massachusetts • Missouri • New Jersey • New York City • North Carolina (HUB) • City of Philadelphia (PA) • Prince George County (MD) • Tennessee • Virginia (SWaM) • Wisconsin SHI Government Solutions • State of Texas Certified HUB Vendor
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We understand that Sourcewell needs to identify a trusted partner based on how that partner's capabilities can best support your participating entities' IT needs. We believe we are uniquely qualified to continue supporting Sourcewell and its members due to several key factors: our standing history with supporting this contract, our breadth of offerings, and our ability to evolve with the ever-changing technology market. Our dedication to this contract sets us apart from our competitors. Victoria Pubylski, Sourcewell's dedicated Capture and Business Development Manager, has worked tirelessly alongside our Capture and Strategy team to support Sourcewell and its members. They are experts at supporting contracts, and have trained our Account Executives on this contract, proactively managed our Sourcewell relationship, and have grown this contract continuously year over year since our award in 2019. We have had tremendous success growing the value of our first awarded contract. We will continue our commitment to expanding the use of this contract and supporting Sourcewell members with the latest technology, cost savings, technical expertise, and compliant procurement. Complete IT Solutions Our ability to offer customers a tremendous range of options in choosing software, hardware, and other products is one of our greatest strengths. Our diverse partner ecosystem of 15,000+ unique publishers and manufacturers gives us a vendor-neutral approach to help customers find the right technology solution. We provide custom technology solutions for every aspect of your members' IT environment: from software and hardware procurement to deployment planning, configuration, data center optimization, mobility services, IT asset management, and training. We also offer next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable, and cost-effective ways possible. Compared to our competitors, we also have the distinct ability to onboard boutique vendors for end-user longtail products. Many of our competitors are only able to onboard certain, larger partners, whereas SHI can bring on smaller vendors that are uniquely qualified to meet the individual needs of our customers. We also offer a wide range of services and support directly or by leveraging our elite partner network's expertise. SHI seeks to build valued relationships with your members; aligning our focus with your mission and deliver innovative solutions that empower community success. Value Add Services SHI offers a wide range of value-added services to help our customers get the most value

out of their software spend. Many of these services are available to our customers at no cost, and for customers who wish to take advantage of enhanced service levels, we do offer fee-based services as well. Due to our breadth of service offerings, and our desire to evolve along with our customers' changing needs, this is not a comprehensive list, but rather a snapshot of available value-added services.

Software Expertise and Advice
Customers have a dedicated, experienced account team with access to a broad range of resources. We provide expertise and advice to help them make the right decisions to save money and achieve the best value for their software spend.

Technical Advisement
Customers can depend on a vendor-neutral approach to help them find the right technology and then access a tremendous range in choosing the ideal products and services for their unique needs.

Pre-Sales Licensing Support
Customers have SHI software licensing team support for their licensing needs. Pre-sales support helps ensure customers maximize the benefits of their volume license agreements. Throughout the contract term, we partner with our customers to track licenses, provide detailed reporting, and proactively assist with budgets, renewals, and compliance. We leverage the reporting and our PRO Renewal tool to help customers gain insights into their software purchases.

Contract Education
Software options can be complex and overwhelming, and available products and buying alternatives change frequently. SHI offers initial and ongoing training and communications to help customers use the contract effectively and make smart choices for their software spend. *

Negotiation Assistance
SHI's top-tier status with our publisher partners gives us a strong voice in the industry, and our extensive experience gives us keen insight into the range of available software options for customers across the country. We leverage these strengths to help our customers negotiate favorable pricing and terms.

Fine Print
SHI Fine Print is a contract management and indexing system that allows our customers to review a set of publicly available EULAs on our website. Fine Print organizes agreements by separating contract text into standardized clause types, identifies which terms apply to various products and use cases, and then organizes the data into an easy-to-find format.

Software Solutions Services
Our Solutions team helps customers identify the right software tools and technology, and then (if desired) executes the implementation of in-scope services to help accelerate their time to productivity and value. Depending on the scope of the implementation there may be fee-based services involved.

ITAM Services
To help customers manage the complex task of finding, tracking, and managing the hardware and software across their IT environment, SHI offers a range of highly cost-effective IT asset management services to help you weed out unwanted costs, while also improving utilization and governance. Depending on the scope of the implementation there may be fee-based services involved.

Training Services
Adoption of new technology does not happen automatically. There is a people component to change. SHI offers a range of customizable technical, end-user, and professional development training resources to equip users with the skills and information they need to drive increased adoption and employee satisfaction. Depending on the scope of the program, there may be fee-based services involved.

Financial Stability
As a privately owned company with zero debt, we continue to reinvest in ourselves year after year to innovate new and improved client solutions for tomorrow's IT challenges. SHI continues to invest in new infrastructure, most recently with a state-of-the-art data center integration center. As the technology market continues to evolve, we can evolve our capabilities and resources right alongside it.

We have also made significant investments in hiring more resources—the people with whom Sourcewell and its members engage. SHI Account Executives (AEs) support their clients locally from over thirty offices throughout the U.S. and Canada, and our AEs work and live in the communities they serve, fostering long-term, mutually beneficial relationships with customers and partners every single day.

Our financial strength and stability are predicated on our staunch affiliations within our

		communities—our relationships with customers, partners, OEMs, and our own SHI colleagues. SHI's Strengths and Stability: • Agile and adaptive business management • Diverse, predictable revenue sources • Strong customer and vendor partnerships • Steady industry growth • Thirty-three consecutive years of growth • No long-term bank debt • Exemplary financials, low overhead structure SHI is uniquely qualified to support Sourcewell's mission to build valued relationships and innovative solutions with integrity and to exceed the expectations of its members. In fact, we share a similar vision and mission and strive with purpose and determination to provide exceptional value and experience as we help customers select, deploy, and manage their technology.	

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	SHI offers all available original manufacturer warranties. The OEM covers all hardware, parts, labor, and accidental damage. In addition to OEM warranties, SHI, offers third-party warranty services plans for most OEMs on a limited, approved basis. These warranty services plans cover all hardware, parts, labor, accidental damage protection and power surge for end user-related devices. For post-warranty data center related devices, third-party warranty services cover all hardware, parts, labor, and onsite travel expenses. Third-Party Disclaimer – By including the third-party warranty service contract, SHI, is only acting only as an authorized reseller in the third-party's provider route to market for its warranty service contracts. Customers will receive contracts that provided by the third-party provider, not SHI. The warranty service contracts will be entered into directly and only between the customer and third-party provider, and SHI will not be a party to those contracts.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	SHI offers all available original manufacturer warranties. Some OEM warranties will limit the number of claims, charge a deductible or limit coverage. SHI can provide additional detail on specific manufacturers as needed. Third-Party warranty services offer unlimited claims (during the contract term), no deductibles or hidden fees, and accidental damage protection against drops, spills, etc. Water submersion is not supported. These apply to end-user related devices. For post warranty data center hardware maintenance support, all hardware, parts, labor, and travel expenses are covered.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For OEM warranties, this will vary based on the warranty purchased and SHI can provide these details with specific OEM's. Third-Party warranty services offer various levels of service. If onsite repair is selected, this service covers all expenses.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	The standard OEM warranty would still apply to purchases made in Canada. If a customer has a warranty question on specific products SHI will help connect them to the OEM. Third-party warranty services for end-user devices are only supported within the US. Post-warranty services for data center related devices are supported globally.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Typically warranty services from an OEM will not cover items from other manufacturers. Third-party warranty services are vendor agnostic and support most Tier 1 OEMs.	*

51	What are your proposed exchange and return programs and policies?	SHI's return policy is customer-centered—we will always do our best to accommodate returns for any unopened box up to 30 days after receipt. Rarely, a customer might receive an incorrect, damaged, or non-working (DOA) product; if a product issue occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened. After 30 days of receipt, SHI will still make a best-faith effort to accommodate a return. Occasionally, the product manufacturer has a "no returns" policy; in these cases, we notify customers at the time of quote to ensure transparency and confidence in purchase. In these specific instances, SHI is unable to accommodate returns. Our return process is simple: To request a return, first contact your dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the SHI.com website. Your Inside Account Manager will then provide you with a return authorization (RMA) number, along with a shipping label. With the RMA number clearly included on the shipping label, the customer ships their return to SHI, and we process the return. In certain cases, to expedite a return, SHI will have the return product picked up directly. Once the return has been fully processed, SHI will credit the customer's invoice. In addition, we send out replacement orders prior to receiving returns to expedite the process for the customer. Occasionally, software publishers may require a customer to fill out a Letter of Destruction. In these cases, SHI provides a letter to customer, who signs and returns it to us. To help simplify and expedite the process, SHI takes care of the rest—processing the Letter of Destruction directly with the software publisher. At any point, if customers encounter issues with their products, the SHI account team is accessible and eager to help. More information and details about SHI's Return policy can be found at https://www.shi.com/Terms/Return-Policy.	*

52	Describe any service contract options for the items included in your proposal.	SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information or assist in escalating with the OEM when necessary. In addition, SHI can provide third-party warranty options outside of what is available from the original manufacturer for a separate fee. We offer several options to support original manufacturer warranties. These standard warranties typically offer limited, short-term coverage and can result in unexpected downtime and expensive repairs. Third-party enterprise warranty services will extend the life of members' technology investments and keep their systems – and their business – running at peak performance. The benefits of Third-Party Enterprise Warranties include: • Coverage up to 5 years for net new end-user devices. • 24/7 technical support for post-warranty data center devices. • U.S.-based call center • Global support capabilities, data center related devices only. • 100% coverage for commercial use, parts, labor, and accidental damage; unlimited claims (during contract). • $0 deductible. In addition, SHI third-party warranty services provide comprehensive, flexible coverage for Product Protection that goes beyond a manufacturer's limited warranty and that provides: • 100% coverage on parts and labor, normal wear and tear, and power surges. • "No Lemon" guarantee. • Replacement for products that are beyond repair. • No deductibles, hidden fees, or surprise charges. • Commercial use & Vendor Agnostic. Members' Third-Party Coverage can begin on the date of purchase or after the manufacturer warranty expires, and coverage is not affected by what the limited manufacturer warranty offers. Third-party warranty services alleviate multi-year budgeting constraints and deliver service when and where members need it! Included in Product Protection Services in basic triage and remote diagnosis, 24-hour advanced exchange, depot service, and three-way shipping. As an additional benefit, third-party warranties protect against accidental damage, including drops, spills, and cracked screens. Finally, Third-party offers post-warranty and maintenance agreements for products that are still viable and in use! If members maintain equipment under a warranty that is about to expire - or already has expired – third-party post-warranty and maintenance agreements keep them covered. Third-party dedicated field engineers serve as an extension of the IT organization and deliver dependable, efficient, and customizable hardware maintenance support. Our program can consolidate multiple vendor agreements, and equipment can be added or removed from coverage at any time. We provide affordability and reliable alternatives to manufacturer maintenance agreements, and flexible contracting provides 40-60% cost-savings from OEMs to a member's organization for post-warranty data center devices. Our service provider's Level III engineering teams—hired directly from OEMs and averaging over 15 years of experience—have helped us earn extraordinary trust with our customers and are available in every major metropolitan area throughout North America. In collaboration with our partner network, SHI can access over 50 service locations and 110 global stocking locations to support members' needs, no matter where the equipment is located.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	SHI provides comprehensive customer support when planning service engagements to ensure we meet each customer's needs. Given the variety of services SHI performs, different types of services may align with specific standards relating to the technology and requirements of the project. Where ISO or NIST guidelines are established, SHI will perform services in a manner that is compliant with or follows those protocols. As an example of one type of engagement, we have provided the standard guidelines followed for Quality Control (QC) by our warehouse integration center. When beginning an integration services project, we use templates to start the development of the workflow based upon information provided by the customer's onboarding information. These workflow templates are dynamic, and adjustments are made during the proof of concept, or first article build phase. The system engineers handle the technical aspect of the testing during the customer's first articles to ensure scripted processes and applications are functional. They then create an essential checklist of items to check for during the production phase. Next, the system quality control (QC) team performs in-depth testing of the process itself and creates detailed process documentation. The device is then physically shipped to the customer's location for in-person verification, or remote access to the device is provided for verification. Once the project is in production, SHI monitors and adjusts the project to scale as needed. Examples of how we've previously resolved issues include increased staffing, adding hardware resources, or reducing the total number of devices configured at one time. Work instructions start with our QC team working with the customer, internal project coordinators, system engineers, and technicians to develop thorough documentation that adheres to ISO 9001 standards. Documentation is stored on a private SharePoint document library with version control. If change and complexity management is needed, project coordinators at our facility work with sales teams, system engineers, QC teams, and technicians to address any changes. If the complexity goes beyond the expertise of these teams, other groups are engaged, both within SHI and third parties, as needed. The quality control process and tools vary by customer requirements, but in general, logs are collected from devices during the build process and stored on our servers. A scripted process to contain specific information from the devices can be developed if additional details are required. In addition, the QC team gathers requirements to create checklists or other methods of verification.	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	SHI is committed to achieving excellence by providing our customers with superior world class customer support and innovative solutions. Finding the right balance for setting customer service goals is integral to improving the customer experience. As the primary point of contact for their customers, it is even more important that SHI's AEs are representatives suitably motivated by the right goals. As our mission statement says, "We are passionate about delivering exceptional value and experience as we help customers select, deploy and manage technology." As a value-added reseller, our AEs are measured, incentivized, and evaluated commensurate to organizational and performance KPIs). These performance KPIs are closely aligned to customer success. Objectives such as revenue growth, resources used, certifications earned, customer engagement, and customer review are all primary objectives of SHI's KPI/metrics structure. SHI communicates to our teams that the success of every account manager is holistically customer centric.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	

55	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30 and we will accept Purchase Orders or credit cards.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Purchasing new hardware or software can be an expensive investment for even the most profitable organization. However, purchasing is not the only option: leasing and financing with SHI can be an excellent alternative to buying IT products. The leasing/financing process is relatively simple. Our pricing models include monthly, quarterly, or annual terms, and once all documents are approved and signed, SHI ships products directly to the customer. SHI's financial offerings include traditional and non-standard options for hardware leasing and software financing. Hardware Leasing SHI offers a traditional $1 buyout purchase option, and fair market value leases for hardware. We also offer a rental option. Other options include: • Return the equipment and start a new lease. • Extend the term of the lease. • Buyout the equipment for its fair market value. o Clients that do not want to have lease language in the contract or have the option to own the equipment use this structure. • $1 buyout, lessee owns equipment at the end of the term. • Fair market value leases have three end-of-term options. • Rental - Return the equipment at the end of the term or extend the term of the rental. The benefits to leasing hardware with SHI include: • Covers all equipment costs—no need to obtain additional financing elsewhere. • Frees up cash income-producing investments. • Sets fixed lease payments that are not subject to interest rate fluctuations. • Avoids technology obsolescence. • Reduces risks, as add-ons and replacements are fast and easy. • Reduces paperwork since the lessor handles all the invoices. • Reduces warranty and maintenance costs. • Matches the expense to the benefit. • Eliminates customer's need to plan for equipment disposal. • Simplifies budgeting with predictable payments. Software Financing SHI has a loan capability called an Installment Payment Agreement (IPA) which is available for transactions that are 100% soft cost. This option provides ownership at the end of the term for transactions that are software and services based. Non-Standard Options SHI offers non-standard leasing options such as 90-day deferrals and step up or down payment structures. SHI engages in discussions with your organization and works in good faith to accommodate non-standard terms or payment frequency.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	SHI provides milestone notifications such as order confirmations, shipping notifications, and products on backorder. Quotes The specific details included in an SHI quote may vary depending on the products or services being offered, but generally the following information is included: • Quote Number: A unique identifier for the quote. • Customer Information: Details about the customer, including name, address, contact information, and the customer's SHI account number. • Product/Service Description: Detailed information about each product or service included in the quote. This could include product names, part numbers, descriptions, and quantities. • Pricing Information: The cost of each product or service and the total cost. This may also include details about any discounts or special pricing arrangements. • The Sourcewell contract number and member or participant ID number. • Terms and Conditions: Details about the terms and conditions of the sale, including payment terms, delivery timelines, warranties,	

and any other relevant information.
• Contact Information: The SHI sales representative's contact information in case the customer has any questions or needs further information.

Please note that this is a general guideline, and the specifics may vary based on the nature of the product or service being quoted.

Order Acknowledgements
The order acknowledgment provides the customer with confirmation that their order has been received and/or also processed.

During order entry, your Inside Account Manager can enter an email address for a representative(s) within the member entity who should receive order confirmation, up to an unlimited number. Within one hour of processing the order, SHI's servers will automatically send the order confirmation to the email addresses provided. Upon the customer's request, and with Publisher permission, SHI can include the License Key information for software installation on the Order Confirmation.

Advance Ship Notifications
SHI can send the purchaser an Advanced Shipment Notification email with tracking information. These notifications can be customized for a customer upon request.

Tracking Confirmation Notification
SHI's order management system is a complete order tracking and maintenance system. All the information your Inside Account Manager needs to provide the customer with tracking information resides on their desktops. Each day, SHI receives the tracking numbers for all products shipped from our distributors via EDI. These tracking numbers feed into the SHI Sales Orders and are ready for immediate access by your Inside Account Manager. In addition, SHI provides this tracking information to our customers through Your Home at SHI. Authorized customer employees can log onto our website to check order status and tracking data directly from the carriers.

SHI maintains all purchase history data in our order entry system. We can re-send tracking, license confirmations, invoices, or a sell-through report history to provide proof of purchase for a customer. In the event of a request to resend a license confirmation, a duplicate copy may be provided within four business hours of the customer's request.

Backorder Reports
Your Inside Account Managers (IAMs) are responsible for managing and monitoring your purchases and backorders. At the time of order placement, the IAM will check inventory and notify the customer if it is unavailable, with an ETA for the item to be back in stock. Your SHI Account Team will run a weekly backorder report to monitor the order status. The team will work with the Sourcing Specialist in Purchasing to check inventory through all sources to expedite shipment to the customer.

As the backorder status changes, the IAM will provide updates to the customer about the ETA. At any time before shipment, the customer has the option to leave the product on backorder, substitute a different product, or cancel the order with SHI. These reports can be customized upon request by a customer. No substitutions are shipped without prior written authorization from the customer.

EULA or SLA Documents
An End User License Agreement (EULA) is a legal contract between a software developer or vendor and the software user. This agreement lays out the rights and restrictions that apply to the use of the software and is agreed upon by the customer or end-user directly with the software publisher. *

Key elements of a EULA often include:
• License Grant: This specifies that the software is being licensed, not sold, to the user, meaning the user has the right to use the software but does not own it.
• Restrictions on Use: The EULA may limit how the user can

use the software. For instance, it may prohibit the user from modifying the software, using it for commercial purposes without a license, or sharing it with others.
- Intellectual Property Rights: The agreement usually states that the software developer or vendor retains all intellectual property rights in the software.
- Warranty and Liability: The EULA typically includes disclaimers of warranties, limitations on the developer's liability, and what happens if the software fails to perform as expected.
- Termination: This section explains under what circumstances the agreement can be terminated, and what happens when the license is terminated.
- Privacy Policy: The agreement may include information about how the software collects, uses, and protects the user's data.

The EULA is typically presented to the user for acceptance during the installation process of the software, and the use of the software is contingent on the user accepting the terms of the EULA.

A Service Level Agreement (SLA) is a contract between a service provider and a customer that specifies, in measurable terms, what services the provider will furnish. While the specifics can vary greatly, a typical SLA includes the following components:
- Scope of Services: This details the services to be provided, how they will be delivered, and the schedule for delivery.
- Performance Metrics: These are measurable aspects of the service such as response time, uptime, throughput, etc. They serve as standards against which service performance can be evaluated.
- Monitoring and Reporting: The SLA will detail how performance will be monitored, how often, and the type of reports that will be provided to the customer.
- Problem Management: This includes how issues will be handled, the expected response and resolution times, and the communication process for informing the customer about issues and their resolution.
- Responsibilities: The SLA should clearly define the responsibilities of both the service provider and the customer. This can include prerequisites the customer must meet for services to be effectively delivered.
- Penalties and Remedies: The agreement will specify what happens if the service levels are not achieved. This often includes financial penalties or service credits.
- Confidentiality and Security: This section outlines how the provider will protect the customer's data and ensure privacy.
- Termination Terms: This includes under what conditions the contract can be terminated, and what the process will be.

The specifics of an SLA will depend on the nature of the services being provided, the customer's requirements, and the service provider's capabilities.

Statements of Work
A Statement of Work (SOW) is a document that defines the scope and specifics of a project. It provides detailed information about the expectations, deliverables, and timelines for a specific engagement. Here are the key components typically included in a SOW:
- Project Overview: This provides a general summary of the project, its purpose, and objectives.
- Scope of Work: This outlines the specific tasks or services to be performed, often broken down into phases or milestones.
- Deliverables: This section lists the tangible outputs to be produced by the project, such as a completed piece of work, a report, or a physical product.
- Timeframe: The SOW will specify the start and end dates of the project, along with any important deadlines or milestones along the way.
- Standards and Criteria: This section describes the quality standards or benchmarks that the work should meet.
- Payment Terms: This includes details about the project's budget, payment schedules, and any relevant terms and conditions.
- Resources: This section provides information about any resources or materials that will be needed to complete the project.
- Responsibilities: This outlines the roles and responsibilities of all parties involved in the project.
- Assumptions and Constraints: This area describes any assumptions made during the planning phase and any constraints

		that could limit the project's execution. • Terms and Conditions: This includes any legal terms and conditions related to the project. We have provided samples of these documents in the attachments. Please note that EULA documents are provided directly by a software or cloud publisher and SLA agreements are provided directly by a manufacturer or partner providing services.	
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, SHI can accept Visa, Mastercard, and American Express. There is an additional fee to use a credit card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Full Catalog Pricing SHI is pleased to offer Sourcewell and its member agencies a discount off SHI Advertised List Price (AP) by product category. Please reference the pricing sheet attached to this response for the product groups and associated discounts off SHI Advertised List Price, which SHI is proposing. SHI Advertised List Price is a verifiable source, referenced 24/7/365 at SHI.com. In many cases, SHI Advertised List Price already reflects a substantial discount off Manufacturer Published List prices, where a list price exists. The customer unit price shown is prior to any special shipping charges or credit card fees as those will be calculated at the time of order. Most products ship FOB destination or are delivered electronically without additional fees but where special freight is requested that will be calculated separately. Given the breadth of manufacturers and products that SHI offers, opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing available, and we go above and beyond the minimum discounts offered whenever possible. SHI is pleased to offer a complete electronic catalog for Sourcewell and its member agencies. Professional Services In addition to product pricing, we provide professional technology services that can be priced via a Statement of Work (SOW) scoped specifically to the customer's requirements. These can be structured as hourly rate services or at a fixed price. SHI will work with the Sourcewell member to define the detailed scope of work, including the deliverables, timeline, expectations, and milestones payments. We establish rates for services on individual SOWs, with SHI project management fees added as applicable to ensure project success. Hourly Rate Services Hourly rates are established for various roles (e.g. project manager, business analyst, developer, etc.). These rates reflect the skill level and experience required to perform the work. Our professional services experts or partners will estimate the number of hours and skill levels of resources needed to complete the scope, factoring in time for meetings, planning, documentation, testing, rework, etc. Out-of-pocket expenses may also be charged to the member separately (e.g. travel costs). We generally establish our Service Rates on a per-service basis, determined collaboratively with customers based upon their needs, and - when relevant - with Service Partners. Fixed Price Services Fixed price means the total cost for the project is agreed upon upfront and does not change based on effort or time required. This provides cost predictability for the member and is scoped with the same factors that are considered for hourly rate services including	

		the expected timeline, scope, resources required, testing, etc., and outlines the payment schedule based on expected deliverables throughout the project. Pricing for professional technology services for a scope of work typically involves several factors: 1. Scope of Work: The scope of the project, i.e., what tasks are to be performed, the complexity of the work, the technologies involved, and the deliverables expected. This will determine the amount of time, resources, and expertise required. 2. Time and Effort: An estimate of how long the project will take and the amount of work that is involved. This could be based on the number of hours or days, the number of people required, or the number of tasks to be completed. 3. Expertise Required: The level of expertise needed to perform the work will also affect the price. More complex tasks that require highly skilled professionals will be more expensive than simpler tasks that can be performed by less experienced personnel. 4. Overhead Costs: Any overhead costs such as utilities, rent, equipment, and software licenses that the service provider incurs are also factored into the price. 5. Price and Milestone Payments: Considering all factors for the project, the vendor will include the full cost (fixed price) or estimated price (hourly rate or Time & Materials) of the project and determine the milestone payment schedule. Milestones are determined by the completion of key project stages, tasks or deliverables custom to the engagement, which are completed by the vendor and accepted by the customer, at which time the customer will pay a portion of the fees for the project until the project is completed, and the final payment is made. It is important to note that any changes to the scope of work after signing or project start may result in additional costs and will be executed only after an agreed upon change order form is signed. Cost Savings SHI understands how important it is for our customers to achieve cost savings. We pride ourselves on being honest and transparent with customers, especially for pricing. We base our discount structure on SHI Advertised Price and do not inflate the price for RFPs to make discounts appear larger. SHI collaborates with vendor partners to help bring customers the best possible pricing. We constantly strive to help you save money across products and services—long after a sale is made. Our account team works with you from the beginning of your project and throughout the lifecycle of your purchase. Because we approach your IT solutions neutrally and are not limited to one or two OEMs, we can ensure you get the best solutions to support your needs. In addition, we will review buying programs and create price modeling to ensure that the technology you choose is being bought in the best way possible and at the most aggressive price. Your Account Executive will work with manufacturers and Sourcewell members to forecast volumes and to negotiate pricing on those forecasts. The manufacturer may allow for special pricing for purchases over time, in which case SHI creates a SKU within our order entry system that can only be used by the member that reflects the additional discount. SHI has built our business by helping customers save time and money when buying IT. We will continually look at the business and analyze usage and spend to uncover cost savings wherever possible. Our support teams contribute to this mission by providing expertise and options for products and processes that ensure the right technology is chosen at the right time. We have a proven track record of maximizing the benefits of large cooperative contracts for our customers, helping them to realize millions of dollars of savings.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our proposed discounts range from 0% - 18% off SHI's Advertised List Price. Please see the uploaded price file for category-based discounts.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	SHI fully understands how important it is for our customers to achieve cost savings. Given the breadth of manufacturers and	

products that SHI offers, rest assured that opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing options available, and we go above and beyond to offer better pricing than the contract requires, as often as possible. SHI's position in the marketplace affords us both preferred pricing from software publishers and hardware manufacturers, and leverage when negotiating with partners on our customers' behalf. We will work closely with our network of software publishers and OEMs to identify areas for additional savings and better return on investment for Sourcewell.

The following demonstrates some ways we identify cost savings opportunities for our customers:

Hardware
Volume Purchase Programs: Many hardware manufacturers offer volume discount programs based on customer commitment or contractual agreements. Our product specialists and hardware resource representatives review your purchases and provide recommendations for when you may benefit from these programs. We ensure you receive all eligible benefits with the assistance of your AE.

Volume Discounts: Even manufacturers without formal discount programs may offer additional discounts based on the size and purchasing volume of Sourcewell. We negotiate with manufacturers to obtain the best price for you. Your AE will analyze SHI's extensive reports to determine product lines or manufacturers where you make large quantity purchases and negotiate accordingly.

Manufacturer Specials/Promotional Pricing: Your AE continuously monitors the market and manufacturer promotions that benefit Sourcewell. They will bring these opportunities to members' attention, considering the timing of the promotion in relation to deployment needs.

Rebates: SHI does not provide standard rebates to member contract users, but we are committed to offering our customers the most competitive pricing from the start. This upfront pricing approach is advantageous for Sourcewell members, as it ensures that they receive the best possible pricing right away. We actively collaborate with OEMs to secure additional discounts for large volume purchases and explore any additional manufacturer incentive programs for which members may qualify. Our aim is to consistently provide the most favorable pricing options available. *

Third-Party Manufacturers: While some customers believe they must purchase OEM peripherals, there are many third-party manufacturers that offer comparable products at lower costs. Your SHI account team will present these options to you, allowing you to select the option that best fits your requirements.

Software
Transactional Licensing Programs: These licensing programs offer significant savings to customers making large quantity purchases without making long-term commitments or forecasts. The discount level is determined by a first-time buy-in, sometimes even with just one license. Your IAMs will provide information on eligibility for these discounts during the quoting process, and your AE will identify these opportunities during meetings with members.

Contractual Licensing Programs: Members' AEs review purchase history and make recommendations for contractual licensing programs. These opportunities are typically identified based on comprehensive purchase history reports from SHI. We not only review individual purchases to identify new volume license agreements but also assess current agreements to recommend negotiations for higher discount levels and better terms.

ITAM Services
Our IT Asset Management (ITAM) team helps customers optimize hardware and software investments to ensure continuous compliance and cost savings. With a range of services tailored to customers of any scale and industry, our ITAM team leverages its expertise in managing complex infrastructures. They provide services such as

		data analysis, inventory management, licensing consultation, ITAM policy and process consulting, and service delivery management. Our team of over 80+ ITAM subject matter experts (SMEs) has unparalleled experience in achieving ITAM goals in various complex scenarios, serving customers with infrastructures ranging from 500 devices to 500,000 devices.	
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	When a customer requests the Sourcewell contract, all products will be considered contract purchases and therefore will be quoted with pricing that aligns with our category-based discounts off SHI Advertised Price.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Given the overall breadth and customizable solutions offered under this contract, it would be hard to detail every item that will not come standard with a given purchase. However, pre-delivery inspection, installation, project management, training, and additional set-up services are not part of standard cost unless a customer specifically requests these services at the time of quoting. In addition, non-standard shipping options detailed in question 64 and credit card fees detailed in question 58 are not included in the product price.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping costs will vary depending on the equipment being ordered. In many cases, client hardware is shipped at no additional cost to the customer. Standard shipping will be covered, but special delivery requirements, expedited shipping, custom configurations or palletized shipments will be subject to a shipping charge. If shipping needs to be charged, SHI will charge the customer actual shipping per purchase. SHI sources products directly from OEMs and an expansive network of authorized distributors. As a reseller, SHI does not directly determine the cost of shipping for each order. Instead, we pass through actual shipping charges which can only be determined at the time of quote as they are based on size and weight. To reduce shipping costs, SHI will ship from the location with inventory closest to the customer's shipping address if possible. SHI can ship products via any method the customer desires. These include: • Standard delivery: The product is delivered to a fixed delivery point (such as a warehouse). Often, shipping is free on standard delivery orders. Exceptions include very large pallets (servers that are racked/stacked), and any order that requires custom configuration. • Overnight and second-day delivery: this option is available for any non-custom items upon request. There is a fee for expedited delivery. Shipping prices are determined by size and weight of the delivery and can be discussed at time of quoting. • Deskside delivery: SHI’s logistics company delivers the product directly to the end users’ desk location within the customer's building. Loading dock may or may not be available. There is a fee associated with deskside delivery. The fee is based on the size and weight of the shipment and will be priced out at the time of quoting. • Inside delivery: The product is delivered to a location inside of a customer's building. SHI’s logistics company unloads the delivery vehicle. Loading dock may or may not be available. There is a fee associated with inside delivery. The fee is based on the size and weight of the shipment and will be priced out at the time of quoting.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Orders shipped to destinations in Alaska and Hawaii may incur additional freight fees.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	SHI maintains relationships with large IT distributors, as well as smaller, local distributors, and manufacturers directly. We leverage our unique distribution model with these partners to drop ship orders directly to customers' locations. Our extensive network of distribution centers throughout the US reduces time to market for our customers. SHI always ships from the location closest to the customer's shipping address with available inventory and the best pricing option. SHI Integration and Configuration Centers SHI has provided software and hardware integration services for over 20 years to global enterprises, mid-market organizations, and	

state and local government customers. We offer a wide variety of services available through our two state-of-the-art, ISO 9001:2015 certified facilities, Knox (end user compute) and Ridge (data center)—created to provide scalable, customized, and effective integration solutions at every step of the way and for every size of deployment.

Our integration services provide:
- Expertise and experience
- Lower overhead costs
- Certified resources
- Reduced labor costs
- Quicker deployment timelines
- Reduced risk

Our configuration experts and integration centers make configuring and shipping customized hardware a seamless, effortless process. Our goal is simple: to meet and exceed expectations while providing a quality turnkey solution.

Knox Warehouse and Configuration Center
The Knox warehouse and configuration center is used for advanced systems and provides custom-configured, ready-to-ship machines. Our 305,000-square-foot facility is static-free, climate-controlled, and protected by the most rigorous physical security and cybersecurity.

The configuration center employs a variety of servers, network switches, hubs, barcode printers, and cabling to provide a secure and robust production and testing environment. Equipment is regularly added and replaced to keep up with changes driven by technological advancement and client requirements.

Knox contains 330 build stations where SHI team members can simultaneously configure approximately 1,350 devices and utilize an efficient workflow to image and configure up to 3,500 systems per day. The warehouse facility allows SHI to pre-configure and stock machines with the most popular client-specific images to provide minimum turnaround time.

Ridge Integration Data Center
A team of 140 employees staff the Ridge integration center and expands SHI's ability to support advanced data center solutions, including integration services that combine components from multiple manufacturers into ready-to-deploy rack systems. To facilitate expansion, SHI keeps an equal number of completed build rooms and rooms left available for future use. The build rooms are used to build and automate integration workflows to increase the efficiency and accuracy of work. The facility allows SHI to power more than 150 racks simultaneously.

The Integration Data Center Services (IDCS) organization provides technology-related services of the highest quality to support our customers' unique requirements. The IDCS team at Ridge provides a suite of data center services to accommodate any technology need.

SHI integrates individual custom build requirements into our quality control platform for documentation, verification, and reporting. SHI's pre-configuration platforms increase deployment speed and reduce risk and complexity by constructing solutions in the staging facility.

These configuration warehouses offer a variety of support services prior to delivery of end-user and data center hardware.
- Server rack and stack (Ridge)
- Advanced configuration
- Mobile device configuration
- Integrated add-ons
- Asset tagging
- Image deployment
- Laser etching
- Activation
- Kitting
- Custom label and packing
- Inventory management

*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	SHI's Capture and Strategy organization has multiple team members dedicated to our compliance and the success of the Sourcewell contract, including our Capture and Business Development Manager, Contract Compliance, and Contract Reporting Analysts. Capture and Business Development Manager As we mention throughout this proposal, Sourcewell will continue to have a dedicated Capture Manager, Tory Pubylski, working with the assigned SDA to consistently monitor our contract usage, compliance, and opportunities to grow the contract together. The Capture Manager will work with the Compliance team to train all sales teams utilizing the Sourcewell contract immediately upon award so that field and inside sales are aware of how to adhere to accurate contract pricing and terms and conditions of the contract. Tory will serve as the main point contact of for any issues or concerns that arise during the contract. Contract Compliance Sourcewell is looking for a partner that takes contract compliance seriously. We understand the importance of this aspect of the business, which is why SHI's Contracts Compliance organization is focused on meeting agreed-upon requirements. This team is comprised of five members who can confirm we meet the expectations outlined in your RFP and subsequent contract. We do this during the proposal process, contract negotiation, and beyond through: • Issue investigation and resolution • Proactive internal auditing • Proactive tracking of operational obligations • Process improvement recommendations • Strategic updates If inquiries or reviews are required, our dedicated team can investigate and provide findings with a suggested path forward, which we believe will strengthen our working relationship. Pricing, Reporting, and Administration Fees To ensure proper pricing, SHI will create a custom catalog in our system based on the agreement with Sourcewell. This contract pricing is visible to customers on our website—with real-time updates using live data feeds from SHI's suppliers. Our web catalog team manages the catalog content and audits pricing to ensure accuracy. In addition, we can run reports related to purchases made under Sourcewell's contract. Orders placed through the website and with our Inside Sales teams will capture the Sourcewell contract number so the sale will show when the Contract Reporting Analyst pulls the quarterly report. We can also collect data in customized fields and can deliver both standard and custom reports. SHI can deliver standard reports in one of three formats, including: • Contract invoice detail • Manufacturer profile

- Invoice detail

After the reports are reviewed and confirmed to be accurate, the analyst will submit them directory to our Supplier Development Administrator and then coordinate payment with our accounting department for the correct amount in administrative fees to be paid to Sourcewell.

Sourcewell Dedicated Contract Capture and Compliance Team Members *

Victoria (Tory) Pubylski, Capture and Business Development Manager -- As Capture and Business Development Manager, Victoria, or Tory as many know her, manages the SHI relationship with the Sourcewell Cooperative. Tory works to grow SHI's business under our awarded contract with Sourcewell by training our sales teams, joining customer calls, answering customer inquiries, and connecting customers to their SHI account executives. She also works with SHI's account executives to understand the contracts we have available to their customer base, how to appropriately utilize them, and prepare them for strategic upcoming RFPs where there could be an opportunity to increase our support through new contracts.

Tory has supported the public sector at SHI since 2015 as a Sales Support Operations Manager. She joined the Public Sector Proposals team in 2018, supporting government and education until transitioning to her current role in 2022. She feels most rewarded in her role when providing training and information to our sales teams and seeing their passion for how to support their customers as best as possible. She currently resides in Austin, TX.
To learn more about Victoria or to view her background and resume, please visit her on LinkedIn at https://www.linkedin.com/in/victoria-tory-pubylski-604b4583/.

Arianne Mount, Director of Public Sector Contract Compliance — Arianne started her career with SHI more than 15 years ago as an Inside Account Manager. She then transitioned into a sales support specialist role, serving SHI's business units in a sales analyst capacity. That role evolved into a leadership position for two separate teams, which helped manage all incoming legal and proposal submissions. These teams also tracked results and developed data-based strategy updates. Following her success in that role, Arianne was offered an opportunity to manage a proposal operations team focused on the proposal lifecycle, metrics, and data-led strategy. In 2022, she expanded her team to include contract compliance, which supports SHI's salesforce and customers with their public sector contracts.

Arianne currently manages a team of public sector compliance specialists responsible for strategy, reviewing capabilities, initiating new processes to align with customer requirements, tracking cadenced operational obligations, and issue investigation and resolution. She feels most rewarded in the role when her team can impact day-to-day processes for SHI and improve customer satisfaction with their contracts.

Arianne is a resident of central New Jersey. To learn more about Arianne or to view her background and resume, please visit her on LinkedIn at https://www.linkedin.com/in/arianne-mount-2b301146/.

Anthony Sapichino, Sr. Contracts Compliance Specialist—Sr. Contracts Compliance Specialist Anthony Sapichino works at the pre- and post-sales stages to ensure that SHI is compliant with our public sector contracts. In his role, he supports everyone from our proposals team to the post-sales team with compliance issues, helping to ensure that SHI is compliant with all requirements.

Anthony has been with SHI for over ten years, beginning as an Inside Account Manager supporting mid-Atlantic public sector accounts for two years before becoming a manager

		in the strategic space. He was a manager for seven and a half years before recently moving over to the compliance team. Anthony resides in Parlin, NJ. To learn more about Anthony or to view his background and resume, please visit him on LinkedIn at https://www.linkedin.com/in/asapichino/.	
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	In our experience, there are a few key indicators of success for contracts of this type: 1. Overall sales revenue The first, and most obvious, is simply the number of sales that are being done through the contract. We look for these to grow each month. 2. Number of entities using the contract. We believe that to be viewed as a successful partner to Sourcewell we need to be adding net new buying entities to the contract. 3. Number of AEs who are using the contract. In addition to the number of public entities that use the contract, we also track the number of Account Executives at SHI who make use of the contract. We track this metric regularly and are always looking for 100% participation with our cooperative contracts. 4. Customer Feedback. We rely on our customers to provide feedback with regards to doing business with SHI and believe this contract's success can also be measured by customer feedback. Providing our customers flexible and viable contract options makes their job easier. When we lead with Sourcewell and educate members on value, we expect we will get positive feedback. SHI has tracked these numbers under our current awarded contract and based on these metrics, SHI's current Sourcewell contract has been very successful. We will continue to analyze this same data under a new awarded contract to ensure we stay on the same path.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	SHI proposes a 1% Administrative Fee. We believe this nominal fee keeps the contract competitive and even more marketable.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of "REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES," Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases."

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	(•) Yes ( ) No	( ) Yes (•) No	( ) Yes (•) No

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	

72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are pleased to offer our comprehensive catalog of products and services to meet the unique needs of each Sourcewell member in response to this RFP. We pride ourselves on our vendor-neutral approach, which allows us to provide the most suitable technology solutions for various IT environments. Our offerings span a wide spectrum, from software and hardware to cloud services and more, courtesy of our extensive partnership network of over 15,000 product partners. SHI is committed to offering full IT solutions to Sourcewell members, ranging from basic software and hardware commodities to sophisticated, end-to-end data center solutions. Our expertise in crafting IT solutions that perfectly align with our customers' needs ensures that your members will benefit from our wealth of knowledge in designing, implementing, and optimizing IT ecosystems. We offer a broad range of IT solutions that cater to the unique needs of Sourcewell's members. 1. Hardware and Software Products: SHI offers a wide array of hardware and software products from leading manufacturers. We collaborate with top technology partners such as Apple, Microsoft, Adobe, Dell, HP, and Cisco. 2. Advanced Solutions: SHI provides advanced solutions like cloud computing, data center infrastructure, networking, and security. Our cloud solutions include services for public, private and hybrid cloud environments. 3. IT Asset Management: SHI helps businesses manage their software and hardware assets more effectively. We provide services for software licensing, hardware lifecycle management, compliance and risk management. 4. Professional Services: SHI's professional services team can help with everything from initial assessments and consultations to full implementations. These services can help members optimize their IT environments and implement new technologies. 5. Support Services: To ensure smooth operation, SHI offers a range of support services, including hardware maintenance & support, software support, and managed services, delivered directly by our internal teams, by the manufacturer directly, or by subcontracting through our elite partner network. 6. E-commerce: Our robust e-commerce platform allows customers to purchase IT products easily and track their orders. 7. Sustainability: SHI also focuses on providing sustainable IT solutions. We offer services like IT asset disposal and recycling to help customers reduce their environmental impact. In summary, SHI's wide range of IT solutions is designed to help entities address their technology challenges, optimize their IT investments, and navigate the ever-changing technology landscape. Our strategic technology partnerships can be viewed on the partner page of SHI.com. https://www.publicsector.shidirect.com/public-sector/brands Our purpose is to provide the best overall value to Sourcewell, and we understand that this goal is achieved through a combination of world-class support, aggressive pricing, and extensive product and service offerings. Our objectives align with your mission to "provide leading solutions that empower community success," and we accomplish this by remaining laser-focused on customer relationships: every SHI employee understands that we are here because of our customers and will remain here only as long as we continue to provide extraordinary products, services, and customer satisfaction.
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	SHI is a customer-centric provider of diverse software, hardware, and IT products. We are proud of our wide array of services and support, offered directly or via our expansive network. We collaborate with 15,000 unique publishers and OEMs, holding top-tier certifications from leading OEMs such as Apple, Cisco, Dell, HP, Microsoft, and VMware. As the technological landscape evolves, so does our product catalog, constantly updating to meet customer demands. Our IT solutions range from software and hardware procurement to comprehensive data center solutions. Below, we provide subcategory titles along with details on some of our most up-to-date solution offerings. Hardware End-User • Devices - PCs, Laptops, Tablets and Smart Phones • Peripherals – Monitors, Cables, Accessories like Keyboards, Mice, Headsets, Memory, and Audio/Visual Equipment, etc. • Digital Signage, Kiosks, and Touchscreen Devices • Mobility – Tablets, Smart Phones, Printers, Mobile Device and App Management • Unified Communications and Collaboration (UCC) – Devices, conferencing and collaboration platforms, cameras, headsets, etc. • Services: Imaging, configuration, asset tagging, inventory, warehousing, kitting,

and shipping
Print - Printers, Scanners, MFDs, Toners and Supplies
Data Center - Servers and Storage, Power and Cooling, and Services: Configuration, asset tagging, kitting, and shipping
Networking – Wireless, Routers / Switches, SD WAN, Connectivity

Software
SHI has partnerships with thousands of software partners, including key relationships with publishers like Microsoft, Adobe, IBM, VMware, and SAP, and we offer a wide range of services delivered directly by our internal teams, by the manufacturer directly, or by subcontracting through our elite partner network.

Cybersecurity/SOC Monitoring
As your organization pursues cloud, digital transformation, and remote workforce strategies, SHI can help you defend against cyberattacks' growing threat and navigate complex regulatory requirements. SHI works with leading cybersecurity technology providers to promote sound information security governance and ensure that your infrastructure, data, and people are protected.

Our solutions center around Identity and Access Manager, Application Security, Data-Centric Security, Data Center and Cloud Security, Threat and Vulnerability Management and services, including security risk assessments, incident response, program strategy and operations, and security strategy consulting.

From assessment to implementation, we help organizations reduce risk with a dynamic approach that strikes the right balance between people, processes, and technology. Here are some of the ways that we can advance your cybersecurity:
• Secure Governance: In a rapidly evolving landscape of threats and regulatory obligations, SHI helps you address cybersecurity governance challenges by effectively setting strategy, standardizing processes, enforcing requirements, and ensuring you have the resources in place to achieve security and business goals.
• Secure Infrastructure: SHI takes a balanced approach to cybersecurity that ensures consistency across on-premises, hybrid and multi-cloud environments. Our experts help you address modern data center challenges with a strategy that starts with architecture and optimizes security controls and policies.
• Secure Data: SHI helps shift your focus from trying to secure everything to protecting what matters most – your data. We work with you to locate and understand your sensitive data, so you can establish exactly what you are trying to protect and ensure the appropriate controls are in place.
• Secure People: We partner with you to address the human element of cybersecurity. Our solutions and services enable you to thwart attacks that exploit human vulnerabilities, including malware, phishing, and impersonation across email and the cloud.

Cloud
Our Cloud solutions teams can help customers navigate Public and Private Cloud Environments, as well as Software as a Service (SaaS), Hybrid SaaS, Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Database as a Service (DBaaS), Unified Communications as a Service (USaaS), “X” or Miscellaneous as a Service (XaaS or MaaS) solutions. We also offer a wide range of cloud services, including cloud migration, optimization, and management, and we have partnerships with major cloud providers like Microsoft Azure, AWS, and Google Cloud.

EULA Management
SHI offers EULA review services for a fee. The end-user license agreement services are performed by a contract administrator experienced in negotiating software license agreements. These services offset the burden of risk our customers must manage for what is considered "long tail" software publishers, meaning those non-major or strategic partners. SHI works with you to establish a playbook of rules, processes, and policies related to identifying risk and how best to contractually address the various software publishers in scope. After a negotiation, SHI prepares a summary for your review and action. This summary would include details about any remaining risks, concessions made, requirements the publisher refuses, etc.

Advanced Solutions Group (ASG)
The IT landscape has seen significant changes over the past decade, with a growing focus on holistic solutions that address evolving customer needs, as opposed to mere commodity products. Responding to this shift, SHI developed our Advanced Solutions Group (ASG) to provide solution-based support. This team, comprising over 600 technical experts holding 3,000 certifications in various products and solutions, is dedicated to meeting Sourcewell members' requirements, guiding you to the right technology, and aiding in integrating that technology into your environment. The Advanced Solutions Group, like all of SHI, maintains a vendor-neutral stance, utilizing its vast experience to tailor discussions that best suit each member's specific needs. We provide support during the strategy and solution design phase of a project, assisting with planning, assessments, conceptualization,

proof of concepts, and procurement of demo units.

Our ASG team has focused solutions groups including:
- o End-User/UCC
- o Cloud Design, Adoption, Optimization and Management
- o Data Center Technologies – Server/Storage/Backup
- o Networking – Core, Edge and Transport
- o Security Solutions

These teams, include solutions engineers and professional services support, working arm-in-arm with our devoted OEM partner teams to assist our customers in keeping pace with their evolving IT needs and facilitate seamless technology adoption.

Professional Services
Our professional services teams are vendor-neutral and use an extensive range of experience to help tailor conversations optimally for any member's specific environment. We see our professional services offerings as a differentiator in the hardware and software reseller marketplace. Our objectives are to 1) help ensure our customers are purchasing the right solution, 2) help our customers deploy the chosen solution as rapidly as possible while minimizing risk, and 3) maximize customers' adoption of the chosen technology, thereby maximizing the value of their investment.

Managed Service Provider (MSP)
SHI's Managed Service Provider (MSP) solutions include a wide range of services, such as network management, cybersecurity, data backup and recovery, cloud services and our complete portfolio of Modern Workplace Services.

Modern Workplace Services
SHI's Modern Workplace Services (MWS) cover hardware Lifecycle Services, Multi-Vendor Platform Support (MVP), Asset Recovery, Digital End-User Experience (DEX), Staff Augmentation, Mobility and Warranty services.

Lifecycle Services
The modern workplace has become increasingly dynamic. However, varied locations, schedules, and technology use can all be costly considerations when managing your workforce. SHI's Device as a Service (DaaS) solution is designed to help Sourcewell members adapt to this change, providing outcomes that achieve cost and operational efficiencies. We provide comprehensive management of all your devices across every stage of the asset lifecycle and are committed to keeping your end users productive and engaged.

Our customizable solution ensures you have the devices you want, the support you need, and the lifecycle of your devices managed based on a predictable, monthly, per-device cost. DaaS is an alternative to a traditional lifecycle services procurement approach. It provides customers access to the latest end-user computing and all-inclusive managed services to help meet their ever-changing technological needs. Each DaaS engagement is customized to include configuration, deployment, technical and warranty support, and IT asset recovery and disposal solutions.

DaaS can provide substantial benefits to members, including increased flexibility and multiple device options, and it accommodates IT budgets and operations with OpEx, hybrid and CapEx models. The DaaS model allows for a per-unit, per-month fee for the member's contract term, including the hardware's pricing and all related services.

ZeroTouch Provisioning
Regardless of the devices and operating systems that customers opt for, SHI can aid them in establishing a ZeroTouch deployment strategy. This is possible due to SHI's leadership in Zero Touch capabilities since its inception in 2011, and its commitment to OEM program adoption.

SHI provides support for a variety of platforms, including Apple Business Manager, Windows Autopilot, Chrome Zero Touch Enrollment, Android Zero Touch Enrollment, and Samsung Knox Mobile Enrollment.

With a history of being at the forefront of such services, SHI was the first reseller to offer Apple Business Manager, enroll devices into Autopilot, and provide ZeroTouch Services for Chrome.

Multi-Vendor Platform Support
MVP Support helps businesses confidently support multiple enterprise platforms to dramatically reduce costs and eliminate complexity often found with multi-vendor support services. MVP Support is a global support solution powered by Level 3 engineering PODs, service delivery, critical incident management, and a powerful integration platform to support complex vendor escalation workflows and processes.

Digital End-User Experience (DEX)
SHI's Digital Employee Experience (DEX) service provides an accessible view of everything affecting an end-user's performance. It fosters a productive user experience in which IT issues are detected, diagnosed, and resolved often before users even feel the impact. Our DEX Managed Service includes deployment, configuration, and optimization of your digital experience platform, allowing you to take full advantage of your current OEM toolset. We allow our customers to sit back and relax by helping them gain complete visibility and insight through advanced dashboards to create automated and proactive responses, resolving issues before disruptions occur.

Staff Augmentation
SHI's Staff Augmentation program is built on the expertise of our elite partner network of staffing providers. SHI maintains relationships with a wide range of staffing partners around the world, enabling us to find the right blend of SHI internal and staff augmentation resources to address even the most complex requests. Through this robust network, SHI can ensure that our customers have a deep and diverse candidate pool as they seek to accelerate their business by infusing talent and expertise through staff augmentation.

We source the perfect IT professionals for your needs by:
- Obtaining a complete understanding of each assignment.
- Developing a thorough search plan that may include pre-identified targets, organizations, resumes in our database, Internet advertising and searching, and engaging one of our qualified partners.
- Conducting a multiple screening process, which includes our technical recruiter, recruiting manager, and one of our technical resources.
- Checking professional references prior to the client interview.
- Presenting our top candidates to you for review and interview.

SHI provides members the benefit of having fast responses from our dedicated resources who act as a single point of contact to assist with onboarding and off-boarding candidates with no hidden fees all backed by our reliable recruiting process.

IT Asset Management (ITAM)
The IT Asset Management (ITAM) team at SHI helps our customers optimize Hardware and Software investments to ensure continuous compliance and cost savings. The ITAM team at SHI has a full portfolio of services to support customers of any scale, industry, and sector. With a team of over 80+ ITAM SMEs, many of whom are former auditors themselves; SHI has Data Analysts, Inventory Engineers, Licensing Consultants, ITAM Policy and Process Consultants, and Service Delivery Managers on hand to become an extension of your existing resources.

Our ITAM team provides SAM services to customers ranging from 500 devices to 500,000 devices with widely varying and complex infrastructures. ITAM Services combine:
- Volume License expertise supporting the world's most complex IT environments since 1989.
- Inventory and discovery expertise
- "Best of Breed" SAM toolsets
- SaaS-based IT Asset Management platform with 24/7 web portal
- Best Practice Service Management
- ISO 19770-1 aligned SAM Process and Policies
- Dedicated SAM Licensing and Inventory Consultants, Licensing and Inventory Engineers, Process and Policy Consultants, Service Managers, and former auditors.
- Compliance and optimization baseline: A license compliance and optimization baseline is a one-time assessment of a publisher or publishers that identifies trends in your current licensing, surplus license opportunities, and licensing deficiencies to be reconciled. With the baseline, you can make informed decisions regarding license contracts, maintenance renewals, and software procurement for cost savings, reduced risk, and recycled software assets.
- Audit defense: SHI has a full, rapid-response audit defense team to assist customers in any audit situation. This service has resulted in an average settlement of 10% of the publisher or auditor's findings.

Workshops and assessments: We provide various customer workshops and assessments, from ITAM maturity assessments to cloud readiness reviews to ITAM ROI value workshops. Whether you are unsure of what software your organization has deployed, what software your license agreements entitle you to deploy, are looking to mitigate compliance risk, or reduce overall software costs, our IT Asset Management services can help you take control of and manage your assets.

The Workshop
The SHI Software Asset Management (SAM) Planning Workshop ("the Workshop") is

a compact, disciplined process that ensures the right software entitlements, measures, and collection processes are in place. The Workshop brings together all the personnel, skills, and experience needed to coordinate and plan the complex process of gathering information for asset and compliance management. The Workshop ensures that you have addressed all the software audit risk areas and are prepared to deflect audit threats and defend against audit claims without the typical (and expensive) audit "fire drill".

SHI's SAM Workshop describes all of the infrastructure and processes necessary for the effective management, control, and protection of software assets throughout all stages of their lifecycle. The strategic goals of SAM include (but are not limited to) the following:

- Control cost and business risk for a stronger financial position
- Optimize existing software investments to enable you to do more with what you have.
- Help your organization become more agile by making better use of resources, even in changing business conditions.

SAM provides the following benefits to customers:

- Cost Savings: Lower costs associated with purchasing and maintaining a software library by capitalizing on vendors' overall buying power through single-volume license contracts.
- Risk Management: Control business and legal risks related to improper software deployment.
- SAM Advantage: Stay ahead of the competition through streamlined operations and faster time-to-market.
- Good Governance: Achieve and demonstrate compliance with your responsibilities under government legislation, such as Sarbanes-Oxley.
- Disaster Protection: Protect your company's valuable software assets in the event of unexpected adversity.

Whether the goal is streamlining the business of IT with innovative eProcurement, fulfillment, and IT asset management solutions; building hybrid data center and storage solutions; securing your growing diversity of data and assets; or building a truly collaborative digital workplace, SHI has your back at every stage of the technology lifecycle.

Scholastic Esports
SHI’s dedicated team of education and technical experts is taking over the scholastic esports space by helping high schools and colleges discover the power of esports and learn the intricacies of the industry. Integrating esports with STEM and CTE enables educators to create a curriculum that aligns with workforce sectors and industries to attract more students.

Scholastic esports (electronic sports) programs are revolutionizing student engagement. The goal of esports is to create high-quality, developmental experiences so students of all backgrounds and abilities can use this as a universal platform to grow socially, emotionally, and academically.

As innovative schools are accelerating their esports environments, this digital transformation is helping students engage in STEM and technology-focused activities, professional development, and school clubs and sports programs. However, the growth and popularity of scholastic esports represent new technology challenges for our customers to procure a successful platform and educational program.

To meet these needs, SHI has developed a team dedicated to esports, which handles everything from building out arenas to curriculum creation. Our objective is to enable schools to build effective and successful esports programs through:

- Professional training, development, curriculum, software (coaches and players)
- Esports tournaments (UGC)
- Grants support/procurement
- Selling esports equipment that reacts just as fast as you do!

These solutions can be customized to the specific needs of any given school through a comprehensive discovery and consulting process. SHI offers avenues of existing curriculum to use as your own, or expert advisors to help create your own or modify a pre-existing package of curriculum. SHI helps identify, plan, and build an esports program that’s right for each organization.

STEM/STEAM
STEM/STEAM technology includes products and/or tools related to supporting education in the fields of Science, Technology, Engineering, Art, and Mathematics. In this age of constantly emerging technology, educators have shifted to focusing on future readiness by helping students increase their digital literacy, driving innovation, and providing them with skills around critical thinking and problem solving, empowering their success so they will be ready to face the world’s challenges and

solve real-world problems. Here are some examples of STEM technology products:
- Robotics Kits used to teach principles of robotics and programming.
- 3D Printers used in engineering and design to create prototypes and models.
- Coding and Programming Tools: Software like Scratch, Python, and Arduino are used to teach programming and computational thinking.
- Drones and Quadcopters are used for research and education, such as studying weather patterns or learning about aviation and mechanics.
- Virtual Reality (VR) and Augmented Reality (AR) Equipment provide immersive learning experiences used in fields like design, architecture, and medicine.
- Mathematics Software like GeoGebra, Mathematica, and MatLab are used to study and visualize mathematical concepts.
- Educational Apps and Games designed to teach various STEM concepts in an interactive way.
- Electronic Kits teach electronics and circuitry.
- Maker Spaces Equipment includes various tools and materials for hands-on exploration, such as woodworking tools, sewing machines, laser cutters, etc.

Public Safety and Public Works Solutions
Public safety is not just a concern for police and emergency personnel, but also for cities, counties, schools, and universities. Our public sector sales teams support all of these entities and we offer the following solutions to address their day-to-day needs for communication, security, and safety.
- Security/Surveillance Cameras, Body-worn cameras, and related software.
- Rugged Notebooks and In-car Mounting Hardware
- Drones and Add-Ons for Drones; UAVs (Unmanned Aerial Vehicles)
- RFID Devices, Antennas, Receivers
- Physical locking solutions and portable security hardware
- Software Solutions: Gunshot Detection Software, Investigative Analytics and Interview Room Surveillance Software, Biometric Authentication Software, License Recognition/Reader Software and Mass Emergency Notification Systems

Smart City /Internet of Things (IoT) Solutions
Technology is ever evolving and growing, just as cities are constantly expanding and growing. From a combined evolution emerged “smart cities.” The goal of a smart city is to optimize city functions and promote economic growth while also improving the quality of life for citizens by using smart technologies and data analysis. SHI is here to help guide our customers to find the technologies that can help turn their vision of a smart city into a reality.

Smart cities use a variety of technologies including software, user interfaces, communication networks, the Internet of Things (IoT), the cloud, and data center technology to deliver connected solutions for the public. With SHI, our customers have access to multiple platforms, a variety of hardware for backup connectivity, and access to multiple vendors—including industry giants like AT&T, Verizon, T-Mobile, Cisco, Intel, and more. We support our offerings with access to vendor-neutral solution architects and engineers, dedicated solution support teams, OEM support teams, and external resources from our hardware and software partners. Together, we provide expert resources to understand your smart city needs and recommend solutions from networking connectivity and handheld devices to server storage and cloud options.

We understand that smart cities and IoT are the technology of the future which can impact and improve the lives of the communities we live in. No matter where you are in your smart city solutions journey, SHI can help you accomplish your technology goals leading us to a smarter tomorrow.

SHI continues to refine our product and service offerings to meet the dynamic needs of our customers in an ever-changing technology landscape. The breadth of SHI’s solution portfolio is extensive, and including all sub-categories here would be overwhelming. However, Sourcewell members can rest assured knowing SHI has the expertise and resources to facilitate the right solution for each member's unique environment.

Table 15A: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
74	Computer hardware, including desktops, laptops, tablets, and related devices;	(•) Yes ( ) No	
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	(•) Yes ( ) No	
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	(•) Yes ( ) No	
77	Software related to the purchase of the equipment described in Lines 74-76 above;	(•) Yes ( ) No	
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	(•) Yes ( ) No	
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	(•) Yes ( ) No	

Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response
80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	SHI has the capability to report on green-certified products and does so for numerous customers. SHI will work closely with members to identify and understand green reporting requirements.
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	Acer-Fully Authorized Globally Acronis-Platinum Partner Adobe-Adobe Platinum Reseller AirWatch-Premier Alteryx-DMR Partner (Distributor Managed Reseller) Altova-Elite APC-Elite Business Network Partner Apple-Corporate Reseller (Authorized 20+ years) Arbor-Premier Arcserve-Platinum Arctic Wolf-National Partner Arista Networks-Authorized Aruba Networks-Platinum Asus-Authorized Atlassian-Authorized Reseller Attachmate-Platinum Partner Autodesk-Volume Channel Partner (VCP) Avaya-Sapphire Reseller AWS (Amazon Web Services)-AWS Premier Consulting Partner; AWS Managed Services Partner Barco-Authorized Partner, Gold Barracuda-National Belkin-Authorized Partner BenQ-Silver BeyondTrust-Platinum Partner Bitdefender-Gold BitSight-Evangelist Partner Blackberry-Authorized

		Box-Premier Broadcom-Elite Brother-Authorized Partner C2G-Platinum Partner Canon-Authorized Partner Carbonite-Premier Partner CheckPoint-Three Star National Partner Cisco-Gold Partner Citrix-Platinum Partner Cleartouch-Highest Cohesity-Strategic National Partner Commvault-Market Builder - Top Tier Cradlepoint-Premier NSP CrowdStrike-Elite Partner CyberArk-Advanced Partner CyberPower-Elite Partner Cylance-Authorized Datawatch-Platinum Delinea-Authorized Reseller Dell-Dell EMC Titanium Black (Authorized 15+ years) D-Link-Gold Level Druva-Elite Partner DynaBook-Platinum Preferred Eaton-Authorized Partner Elastic-Professional Partner Entrust-Professional Partner Epson-Epson Business First Gold Partner Ergotron-Gold Erwin-Authorized ESET-Silver Exagrid-Authorized Reseller (Highest level) ExtraHop Networks-Gold Extreme Networks (ExtremeNetworks+Aerohive)-Diamond F5-Platinum Partner Facebook Oculus-Authorized Reseller Forcepoint-Titanium Partner Forescout-Platinum Fortinet-Expert Fujitsu-Authorized Partner GitLab-Select Partner Globalscape-Authorized Good Technology (Blackberry)-Authorized Google-Premiere Partner GoTo-Platinum Partner Hewlett Packard Enterprise-Platinum Partner Honeywell-NBR (National Broadline Reseller) HP, Inc.-Power Services Partner (Authorized 25+ years) HPE Aruba Networking Division-Platinum Partner IBM Hardware-Gold IBM Software-Gold Business Partner Infocus-National Partner Intel-Intel Partner Alliance Titanium Member IPSwitch-Titanium Ivanti-Platinum Jabra-Premier Partner JAMF-Gold Partner JetBrains-Authorized Juniper Networks-Juniper Elite KEMP-Authorized Kingston-Authorized Reseller Legrand (includesC2G, Chief, Da-Lite, Vaddio)-Authorized Partner Lenovo-IDG (Client) (NSP, National Solution Partner); ISG (Datacenter) (NSP/Platinum Partner) (Authorized 12+ years with Lenovo (IBM 20+)) Lexmark-Tier 1, Diamond Edge LG-Authorized Reseller Logic Monitor-Authorized Reseller Logitech-Authorized Partner LogMeIn-Authorized LogRhythm-Services Authorized Reseller (Highest Tier) Malwarebytes-Platinum Partner ManageEngine (Zoho)-Authorized Meraki-Gold MicroFocus-Platinum Partner Microsoft (Hardware)-Multi-National Authorized Device Reseller and Authorized Global Surface Reseller Microsoft (Software)-Authorized LSP, AER, SPLAR, MOSP and Government Integrator;

		GSA & DISO Authorized; Authorized Azure Expert MSP Mimecast-Elite Partner MobileIron-Iron Nasuni-Premier NetApp-Star Reseller Netgear -Reseller NetIQ (Micro Focus)-Platinum NetScout Systems (Arbor Networks)-Platinum Netwrix-Platinum Partner Nimble-Platinum Novell-Platinum Partner Nuance-Authorized Nutanix-Master Level Partner, Cloud Champion Nvidia-Elite (vPro, Quadro, Tesla), Preferred (DGX) OKTA-Elite Level Partner Open Gear-Premier Partner (Highest level), Elite OpenText-Authorized Reseller Oracle-Oracle Hardware & License Sell Track Partner, Global Platinum Paessler-Gold Partner Palo Alto Networks-Diamond Panasonic-Tier A Reseller Parallels-Premier PingIdentity-Platinum Partner Poly (Plantronics & Polycom)-Platinum Partner Progress Software (Kemp)-Titanium Authorized Partner Promethean-National Partner Proofpoint-Platinum Partner Pulse Secure-Authorized Pure Storage-Elite Partner Qualys-Supported Partner Quantum Storage-Premier Partner Quest-Platinum Plus Partner Rapid7-Gold Level Partner Raritan/ServerTech-Authorized Reseller Red Gate-Authorized RedHat-Red Hat Advanced Business Partner Ribbon Communications-Bronze Riverbed Technology-Elite Partner RSA-Titanium DMR Partner Rubrik-Elite Plus Partner Ruckus Wireless (CommScope)-Elite Partner Samsung-Client P4 Platinum Level Partner, Strategic Business Partner. For mobility - Blue Level SanDisk (Western Digital)-Gold SAP BusinessObjects-Silver, Large Account Scale Computing-Platinum SentinelOne-Platinum Partner Sharp – NEC-Authorized for Sharp Electronics Display Solutions SilverPeak-Platinum Level Smarsh-Hybrid Cloud & Emerging Partner SolarWinds-Elite Partner SonicWALL-Platinum Partner Sony-Gold Sophos-Sophos Select Partner Spectra Logic-Elite VAR Splunk-Premier Partner StarTech-Authorized Partner SunOracle-Platinum Supermicro-Tier-1 Diamond Suse-Platinum Level, Specialized in Sell and Manage Symantec-Premier Partner Synology-Authorized Reseller Tableau-DMR Partner Tanium-Partner Plus Targus Authorized TeamViewer-Authorized Reseller TechSmith-Preferred Partner Tenable-Platinum Reseller Thales-Platinum Tintri-Elite Partner Toshiba-Platinum Preferred Trellix-Platinum Partner TrendMicro-National Channel Partner TrippLite-Authorized Partner Tripwire -Platinum Partner Unitrends-Top Tier

		Varonis-Gold Partner Veeam-Platinum Partner Veritas-Platinum Partner Vertiv (Emerson, Liebert, Avocent)-Diamond Partner ViewSonic-Authorized Partner VMware-Corporate Reseller – Premier Level; Partner Professional Services – Enterprise Level; Aggregator – Premier Level Western Digital-Authorized Xerox-Authorized Partner, Gold Zebra-Authorized Partner / Specialist DMR Zoom-Performance Zscaler-Gold
82	Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.	Proactive Renewal Management SHI's Proactive Renewal Management (PRM) is a value-added service offered at no additional cost to Sourcewell's members. PRM is primarily supported by SHI's PRO Renewal Organizer (PRO) tool but also includes SHI's contract indexing tool, Fine Print, and other value-added services. For a fee, PRM includes ITAM services to help customers optimize their IT investments and achieve cost savings. It can be challenging for organizations to proactively track expiring IT assets, maintenance, and support agreements. With inconsistent renewal dates across manufacturers and/or products, some organizations rely on the publishers and manufacturers to provide renewal notifications, which can result in missed discount opportunities or unwanted renewals of software you no longer use. In response to our customers' growing needs around expiring software, warranties, support agreements, and product maintenance programs, SHI created the PRO tool. This PRO organizer tool compiles your technology renewals into a centralized, rolling, 36-month timeline for simplified budgeting and renewal management. Customers can access the tool via SHI.com, with 24/7/365 availability. By addressing renewals in advance, you have the option to employ SHI to negotiate with the vendor on your behalf in the following areas: • IT asset selection: If better IT assets are available, SHI will negotiate with vendors to procure the better assets for our customers. • Product equivalent: SHI works with vendors to find our customers the best replacement when a product becomes unavailable. • Better pricing: SHI has quoting and pricing processes to help our customers realize cost savings across IT spend. Where possible, we pass those savings along to our customers. • License agreements: SHI collaborates with vendors to ensure our customers receive the correct number of licenses, obtain the best deals, and have licenses for the correct period. SHI also helps customers manage EULAs. Optimizing Renewals The PRO tool stores a complete list of the hardware and software your organization uses and automatically notifies your SHI account team 90 days prior to expiration dates. Replacing products without a warranty can be costly. SHI's PRO tool can track a member's IT assets, and it can also track maintenance and support renewals. Maintenance renewals are typically for hardware maintenance but can extend to software. For hardware, there is usually a warranty or maintenance offering that can sold in tandem, or there may be a base-level option included on the initial purchase, which must be renewed after the initial coverage term ends. For software, members can purchase licenses for a specified period. When the license agreement expires, the agreement needs to be renewed to continue using the software. For software subscriptions, SHI's PRO tool can help you track your software and guarantee you only pay for the software you use. Outdated equipment and expired software licenses can slow your employees' productivity. Effectively managing your IT assets is not an easy job, but with SHI's PRO tool, you can eliminate wasted time by ensuring employees always have access to the right equipment and software. Audit Protection There are two major risks associated with the unauthorized use of software licenses. First, poor software asset management can result in security vulnerabilities. Second, organizations risk unknowingly committing copyright infringement when unauthorized users download multiple instances of the software. To manage risk, SHI's PRO tool closely tracks your software licenses and usage, preventing unauthorized users from installing software provided under a license agreement managed by SHI. Some organizations choose to or must undergo a

software licensing audit or software compliance audit.

By using SHI's PRO tool, your organization safeguards itself from liability.

How it Works
When new orders are entered into our system, your account team can pull the information into our PRO tool. The tool is designed to notify your account team 90 days prior to the software expiration date; however, 120 days prior to the expiration date, the renewal is assigned to the AE managing your account. Working closely with the member, SHI can learn when and how often they would like quotes sent and how many days prior to software expiration dates they prefer notification.

Your SHI account team then actively works with the customer's procurement team, IT department, or designated point of contact to review options. Regular follow-up continues until the purchase order is placed or the customer indicates that they are no longer interested in renewing the maintenance or support agreement.
When the customer receives an email containing a renewal reminder, they are given the following three options:
- Option 1: "Yes, please send me a quote."
- Option 2: "No, Thanks."
- Option 3: "I would like to schedule a meeting to discuss."

The renewal reminder also gives the following information about software renewal: software expiration date, software publisher, product, SKU, order date, purchase order number, invoice number, and invoice date.

If an IT asset was not purchased through SHI and the customer completes the PRO form to allow SHI to track the asset, SHI only receives the expiration date of the software, software publisher, product, and SKU.

The customer need only click on option 1, 2, or 3 to send a response back to their account team.

Through our PRO tool, we offer proactive management of maintenance, warranty, and support plans that save time and money. With the customer's permission, any products purchased from SHI—or elsewhere—with an expiration date of any kind can be loaded into your renewal organizer. SHI does not see prices for IT assets purchased outside of SHI.

Quotes
In addition to renewals, the PRO tool tracks quotes. At any time, a customer can log in to their SHI.com portal and view their quotes. We keep a complete database of all quotes; however, SHI does not have access to any quotes provided by other resellers because quotes include pricing information.

Sometimes, upon renewal, vendors require a new quote altogether. Our system notifies us of vendor preferences and gives SHI the opportunity to negotiate with vendors on your behalf. This eliminates any additional work on your end. SHI does the work for you, collaborating and negotiating with vendors to provide quotes that best meet your needs.

PRO Timeline
The PRO Timeline is an interactive tool that displays upcoming renewals for the customer's OEMs.
- Users can click the reporting icon to run an in-depth report on the PRO Renewals. Reports can be exported and emailed to a co-worker as well.
- Users can also view a history of the original order.

Through the renewal timeline, SHI provides visibility and clarity around renewals for your organization, complementing the workflow of your own software and hardware renewal lifecycle efforts. These efficiencies support our customers' existing operating processes, and in some instances, SHI's PRM service even replaces or fills a void in our customers' existing workflows.

Benefits of PRO
In addition to the timeline, our PRO platform has several built-in dashboards and reports to facilitate ease of use. Additionally, you can click on the PRO Renewal Timeline to view more details. If you need to share the timeline within your organization, the timeline can be exported into Excel.

Moving Renewal Management to SHI
We have extensive experience onboarding new customers and importing their license data for future reporting and renewals. SHI onboards hundreds of new customers every year, and the process for onboarding will vary depending on the size, scope, and licensing needs of the customer. SHI's account team collaborates directly with the customer and software publishers to identify and gather necessary information on each

		licensing program and agreement. Once we receive the contract information, we populate our PRO tool database and grant your organization access. To minimize hassle, your account team and our software licensing experts work with you to complete and submit the necessary change of reseller form or process. The PRO Authorization form permits SHI to pull licensing history from manufacturers and publishers, including anything purchased elsewhere. The form provides the licensing type, quantity, coverage terms, and entitlement or agreement numbers, but does not give SHI access to previous pricing. The sole purpose of the PRO Authorization form is to help SHI better track your purchases so that we can better support your organization in the future. Just like the PRO Renewal Management service—the PRO Authorization form is optional for customers to complete. Sustained Value-added Benefit SHI's Proactive Renewal Management is a free value-added service for all our customers. The PRO tool gives your organization peace of mind, proactively managing maintenance, warranty, and support plans. With products purchased through SHI automatically loaded into your renewal organizer and quotes automatically sent to you 90 days before the expiration of the service, you can rest assured that SHI keeps track of your software assets. Speak with your account team to find out how to maximize the benefits of Proactive Renewal Management for your organization. Product security patches/fixes and updates for third-party products SHI resells are the responsibility of the manufacturer.
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	SHI.com is SHI's single-source procurement platform available to all SHI customers. With over 470,000 products available, our platform offers the latest functionality in a user-friendly interface. From the comfort of the office, members can access the most recent catalog features, customization options, approval routing, workflow, reporting, order status, and our PRO Renewal Organizer (PRO) Timeline. SHI's procurement platform provides an efficient and intuitive way to access your customized catalog of products and procure any of those products at any time. SHI.com's business-to-business functionality includes innovative custom catalog capabilities that provide personalized views of product information and enable you to find and compare SHI's products, view key metrics (like frequently viewed products and contract or standard items), and simplify purchasing. Access Each authorized user within an organization has a username and password that automatically links them to the approved customer catalog with your contracted pricing. A manager with employee admin permissions can create and disable user accounts. The platform is designed to support self-service functions, including registering new users — of which there is no limit. As an IT company, we take privacy and security seriously. Your information will not be shared with software publishers or third parties without explicit permission. Search Features Customers can easily find products using our intuitive search functionality. You can select up to five products to compare item features side-by-side. In the product details of a viewed item, you can also add an item to your favorites list. SHI delivers a differentiated customer experience that simplifies purchasing, encourages repeat business, and boasts key metrics like frequently viewed products, contracts, or standard items. Our catalog is updated daily with the latest information from our partners. SHI.com shows product availability, and if the stock is not currently available, the catalog displays an ETA for quantity and time frame for restocking. If the product in question is out of stock, SHI recommends engaging your dedicated SHI account team for further assistance. We may be able to recommend an alternative option that is currently available. For products not listed in the catalog, your sales representatives have the ability to upload a tailored quote to the website. This quotation can be conveniently added to the shopping cart to streamline the ordering process, eliminating the requirement for a separate non-catalog buying procedure. Order Placement SHI provides an easy-to-use Checkout Process that can also be customized to your specifications: • Users can save addresses to an address book to easily select the appropriate ship-to address. • Custom Data Collection—we will create fields to collect the information you need about the purchases your employees make (department, project code, cost center, and so on).

		• For our Terms Customers—enter a PO number and for our Credit Card Customers—use the security of PayPal to complete your purchase. • See the freight based on the shipping address entered. Some customers require that additional information be captured with each hardware purchase. Therefore, SHI has designed an “interview page” to collect pertinent information. Order Tracking SHI.com provides a wide range of search options to quickly locate and view order statuses, tracking information, serial numbers, and invoices. Returns Our return process is simple. To request a return, contact your dedicated sales team, via email, phone, or through the “Request Return Authorization Number” section on the SHI.com website. Your Inside Account Manager will then provide you with a return authorization (RMA) number and a shipping label. With the RMA number clearly included on the shipping label, the customer then ships their return to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the product picked up directly. Once the return has been fully processed, SHI will credit the customer’s invoice. In addition, we send out replacement orders before receiving returns to expedite the process for the customer. More information and details are available at SHI’s Return policy. Approval Routing Only authorized users within your organization can submit orders on SHI.com. However, many of our Public Sector customers allow their employees to request products, but not place orders. To accommodate ordering for those employees, SHI provides approval routing through SHI.com. With support for as many levels as your organization requires, requisitions are forwarded to the appropriate people for approval. Once an order is approved, the requestor (and anyone else listed to receive notices) will receive an email confirming approval; the order will then be uploaded into SHI’s internal order processing system. Reporting The ability to run real-time reports on SHI.com is based on permissions assigned to the usernames; so only authorized users within the organization can run reports. Your SHI account team can also run reports and set up email delivery directly to you. All reports can be set up on a subscription basis and delivered automatically daily, weekly, quarterly, or in whatever frequency you choose. Business intelligence (BI) data is refreshed hourly from our ERP system where the order and invoice data are captured. Data is up to date in BI within one to two hours of when the order is invoiced in our ERP system. Customization SHI adds relevant content to the website regularly and offers tremendous customization. On your SHI.com homepage, we can display your logo, welcome messaging, highlight featured products and company standards. Also, the News and Announcement section can provide pertinent product announcements, end-of-life information, support information, promotions, webinars or unique event invitations, and other industry news that may be of interest to your organization. SHI will notify your procurement team of any information before it gets posted. Communication with your Account Executive will enable blanket purchase orders to be built into our internal AX application and customized messages to be displayed on the website. Additional customization includes: • Set up users by groups: Purchasers, IT Department, Accounting. • Custom Checkout and Pre-loaded address list. • Setup basic Approval Routing. • Create custom product configurations. Training To better help your organization use the many features SHI.com has to offer, SHI's ecommerce specialists provide training to employees authorized to access Your Home @ SHI.com. We will work with Sourcewell to determine the training program and schedule that works best for you.

Table 16A: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	(•) Yes ( ) No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control, video management, and managed physical security services;	(•) Yes ( ) No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
86	Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;	(•) Yes ( ) No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
87	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	(•) Yes ( ) No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and	(•) Yes ( ) No	These products and services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
89	Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.	(•) Yes ( ) No	These products are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.

Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response
90	Describe how you help organizations with their zero-trust programs, if applicable.	SHI's security experts help customers understand the components of a Zero Trust program, how they fit together, and what technologies support it, and then help them select those technologies based on deep technical proficiency. Zero Trust assessments cover the customer's entire environment from their end-users, devices, networks, and applications to data. Benefits of a Zero Trust program: • Improve overall security posture • Improve end-user experience and productivity • Transform the way security teams work together • Simplify the security stack • Optimized security costs

91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	SHI Security Solution Architects (SSA) are responsible for the delivery of security practice-specific project-based client engagements. The SSA evaluates client business and technical requirements and develops enterprise-wide critical security control-based solutions. With an average of 8-20 years of industry experience, the SSAs serve in different roles within organizations and have acquired a diverse security background formulated from business verticals such as financial, automotive, insurance, life science, technology, and public sector establishments. Our SSA team members' expertise includes policy and procedural development aligned with industry frameworks and supporting industry compliance regulations such as, but not limited to, ISO 27001, NIST/FISMA, HIPAA, CJIS, and PCI standards. Delivery formats provided as a part of our engagement strategy include security workshops, architecture rationalization capability, and recommendation and roadmap development. Team members hold an average of two to five certifications, such as, but not limited, to: • Certified Information Security Manager/Auditor (CISM/CISA) • SANS Global Information Assurance Certification (GIAC; GSEC; GCIH; GICSP; GPEN) • Certified Information Systems Security Professional (CISSP) • Certified Ethical Hacker (CEH) • Information Technology Infrastructure Library (ITIL v3) • Certified Cloud Security Professional (CCSP) • Over 100 Industry Partner Certifications including but not limited to: CISCO (CCIE); (CCNP); Palo Alto (PCNSE); Fortinet (NSE) Checkpoint (CCSE) and many others. SHI will also assign a Project Manager (PM) to manage the overall delivery of each project. Our qualified Project Managers cover all aspects of formal project management, from the "initiating" phase through "closing". Please see attachment titled "SHI Technical Certifications."
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	Please see attachment titled "SHI Technical Certifications."
93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	SHI's cloud support services provide insight into your cloud environment, allowing us to make tangible recommendations that benefit your organization. We can help identify overprovisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure you stay on track with a secure, cost-efficient, and optimized cloud environment. Our certified solutions architects and technical consultants combine their expertise to deliver services that optimize the business and IT benefits of public, private, and hybrid cloud technologies. Our support services include: • Cloud Platform(s) Service Onboarding: Cloud adoption starts with onboarding into one or more cloud platforms. We have standardized our approach to determine available cloud functionality and overcome billing and security challenges while guiding best practices. • Net Terms Billing: Organizations need flexible payment terms to consider their financial options, including capital expenditure (CAPEX) vs. operational expenditure (OPEX) financial models, extended net term billing and financing opportunities, account consolidation, financial chargebacks, and pricing program assistance. SHI collaborates with you to understand your billing requirements and provides a variety of billing options that fit your specific needs. • Reporting and Analytics: Capturing your organization's cloud costs and usage allows us to facilitate meaningful business decisions crucial for productivity. We will assess your metadata for multiple cloud platforms into a consolidated view and provide a guided analysis based on years of consulting experience helping clients implement cloud solutions. • Always Available Support: When you have a critical issue, you must trust that you can count on world-class customer support for your cloud solution. Our cloud support team of certified cloud account managers, cloud solution architects, and our 24x7 Cloud Service Desk is available to provide technical support throughout your cloud journey. • Cloud Spend Optimization: Cloud costs do not have to be unpredictable and difficult to manage. We provide proactive guidance based on your cloud usage and growth plans to help you reduce costs and optimize your cloud infrastructure. • Advisory Services: Whether you are in the process of evaluating your cloud strategy or need in-depth architectural support, we have the vision, technical expertise, and range of services to guide you. • Volume Licensing Expertise: We can help you move your licenses to the cloud, select the right buying programs, maintain licensing compliance, and limit the risk of audits. Our licensing experts will identify, monitor, and optimize your software assets to

ensure you receive the most value in your IT investment.

SHI support services and managed services are broken down into four categories – migrate, optimize, modernize, and manage—and no matter what stage you are in your cloud journey, SHI's cloud-certified experts can help you accomplish your goals.

Migrate
Cloud-based solutions have changed the dynamics of pre-sales, acquisition, and ongoing IT management. To keep up with growing demand and emerging technology, SHI has developed processes and support to address cloud consumption-based models, and we have resources dedicated to emerging partners to help our customers realize their single-cloud, multi-cloud, or hybrid-cloud strategy faster and more cost-effectively. SHI offers the following services for cloud migration:
- Assessments: Understand the costs of moving to public cloud for server infrastructure and licensing.
- Landing Zones: A solid foundation built within the cloud, using code as infrastructure.
- Lift and Shift Migration: Helps customers migrate to the cloud quickly and easily, by taking existing virtual infrastructure and moving it to the cloud with minimal modifications.
- Data Center Evacuation: Enables organizations to rapidly evacuate data, migrating to cloud infrastructure.

Optimize
SHI offers a selection of cloud optimization services ranging from a high-level summary of potential savings to a managed service. These services enable organizations to improve cloud governance as well as identify and remediate cloud waste to save between 30 and 50 percent of their cloud spend. SHI provides the following services and benefits as a support or a managed service:
- Summary of potential savings
- Access to optimization platform
- Technical support for optimization platform
- Management of reserved instances
- Management of savings plans
- Regular meetings to review optimization recommendations
- Custom reporting
- Technical guidance on application refactoring to reduce cost (managed only)
- Implementation of recommendations (managed only)

*Frequency of cadence meetings and level of customization depend on the monthly consumption.

Modernize
SHI helps customers modernize cloud infrastructure through automation, DevOps, refactoring, and re-platforming. Our process begins with a discovery of your people, process, and technology and includes the following services for cloud modernization:
- Cloud Architecture Reviews: Align your organizational priorities when building secure software from the ground up. Identify and highlight all security weaknesses or critical issues in your applications.
- Automation: Work within the confines of instructions, tools, and frameworks to carry out tasks with little to no human intervention.
- Containers/Kubernetes: Decouple applications from underlying host infrastructure using a ready-to-run software package, containing everything needed to run an application: the code and any runtime required, application and system libraries, and default values for essential settings. This makes deployment easier in different cloud environments.
- DevOps: Combine development and operation to increase the efficiency, speed, and security of software development and delivery compared to traditional processes.
- Re-factor and Re-platform: Modify applications or migrate to an alternate platform to better support cloud-based operations.

Manage
SHI helps organizations monitor, secure, and manage their cloud environment, allowing customers more time to focus on innovation and business objectives. SHI can manage patching, monitoring, and uptime, providing consistent support in the case of employee turnover. This solves the knowledge gap as skillsets evolve into cloud operations and provides cost savings compared to direct vendor support. Organizations can expect a named technical account manager (TAM), 24/7 support, and incident and service request management.

94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	No matter where you are in your cloud journey, from your first venture into the cloud to optimizing or refactoring existing applications, SHI's cloud experts can help make your cloud strategy smarter, more agile, and better value for money. SHI's cloud practice provides customers with infrastructure from major Cloud Service Providers (CSPs)—Microsoft Azure, Amazon Web Service (AWS), and Google Cloud Platform (GCP)—utilizing a wide range of configurations, including private, on-premises, public, hybrid, and multi-cloud. In addition, we can offer end-to-end consulting services to help you assess, design, build, migrate, optimize, modernize, and manage your cloud environment. With this combination of products, partnerships, support, and expertise, we are confident we can help Sourcewell members drive positive business outcomes as they work to streamline their cloud configuration. Partnering with SHI can help modernize data center and cloud architecture, connect and collaborate with your workforce, secure your environment, and optimize your procurement processes.

Table 17A: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	(•) Yes ( ) No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.
96	IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,	(•) Yes ( ) No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.
97	IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.	(•) Yes ( ) No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.

Table 178: Category 3 - Industry Specific Questions

Table 178: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	Specific to our ITAD (IT Asset Destruction/Disposal), SHI has the following compliance certifications: • ISO 45001 Health and Safety • E-Stewards • ISO 14001 • ISO 27001 • R2 2013 Responsible Recycling SHI is International Organization for Standardization (ISO) compliant. SHI currently holds the following ISO certifications: • Current registration to the ISO9001:2015 standard • Original registration effective on February 8, 2012 • Current registration expiration on February 4, 2024 Departments in the scope: • Warehouse (receiving, picking, packing, shipping) • Configuration Center • IT data storage, back-up, and recovery • Returns • Purchasing As an ISO 9001:2015 registered company (except for design), SHI commits to maintaining our customers as the center of our business, understanding our customers' requirements, and meeting and exceeding those requirements in delivering configurable hardware products. SHI brings broad knowledge based on our customer and partner experiences and our desire to drive constant improvements across SHI to continue to deliver the excellence in execution required by our customers.
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	SHI, along with our partner network, can perform Three Pass Data Erasure that is DoD or NIST standard 800-88 compliant depending on the customer requirements. We also provide asset recovery/remarking, hard drive destruction (HDD) shredding, certificates of destruction, EPA-compliant asset disposal, chain of custody reporting, and hardware redeployment.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding

to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - SHI Response- Sourcewell Financial information.pdf - Wednesday December 13, 2023 18:22:52
- Marketing Plan/Samples - SHI Marketing Samples.zip - Thursday December 14, 2023 09:30:41
- WMBE/MBE/SBE or Related Certificates - SHI Response- Sourcwell MWBE.pdf - Thursday December 14, 2023 12:24:09
- Warranty Information (optional)
- Standard Transaction Document Samples - SHI Response- Sourcewell Standard Transaction Document Samples.zip - Monday December 18, 2023 10:32:32
- Requested Exceptions - RFP_121923_Technology_Products_Contract_Template (12.18.23).docx - Monday December 18, 2023 15:58:06
- Upload Additional Document - SHI Response- Additional Documents.zip - Monday December 18, 2023 16:22:15
- Pricing - Category 1 - SHI Sourcewell Pricing 121923.pdf - Monday December 18, 2023 10:09:12
- Pricing - Category 2 (optional)
- Pricing - Category 3 (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Maya Lynch, Proposal Specialist, SHI International Corp.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_17_Technology_Products_and_Services Tue December 12 2023 03:16 PM	☑	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	☑	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	☑	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	☑	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	☑	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	☑	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	☑	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	☑	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	☑	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	☑	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	☑	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	☑	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	☑	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	☑	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	☑	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	☑	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	☑	1

Docusign Envelope ID: FF61F54D-C7EF-4E66-AFF2-4E568732A6C8

AMENDMENT #1
TO
CONTRACT # 121923-SHI

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **SHI International Corp.**, 290 Davidson Avenue, Somerset, NJ 08873 (Supplier).

Sourcewell awarded a contract to the Supplier to provide Technology Products and Services with Related Solutions, Category 1 to Sourcewell and its Participating Entities, effective March 20, 2024, through February 27, 2028 (Contract).

Supplier and Sourcewell wish to amend the Contract as follows:

Section 6. Participating Entity Use and Purchasing, B. Additional Terms and Conditions/Participating Addendum, is revised by adding the below:

Dell Apex Terms and Conditions: Dell Apex purchases made under this Contract are subject to additional terms and conditions that will be provided at the time of the transaction. In order to access this product, Participating Entities agree that these additional terms and conditions will take precedence over any conflicting terms in the Contract and any Participating Addendum.

Amazon Web Services (AWS) Terms and Conditions: AWS purchases made under this Contract are subject to the SHI AWS Terms for U.S. Public Sector Customers (the "AWS Terms") contained at this link: https://www.publicsector.shidirect.com/terms/aws-customer-agreement-public-sector. In order to access this product, Participating Entities agree that the AWS Terms will take precedence over any conflicting terms in the Contract and any Participating Addendum.

Except as amended, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 11/7/2024 | 1:00 PM CST

SHI International Corp.

By: DocuSigned by: Kristina Mann EA418E789F09404...

Kristina Mann, Sr. Manager - Contracts

Date: 11/7/2024 | 1:38 PM EST

SHI Advertised Price is a verifiable source, referenced 24/7/365 at shi.com. In many cases, SHI Advertised List Price already reflects a substantial discount off Manufacturer Published List prices, where a list price exists.

Given the breadth of manufacturers and products that SHI offers, opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing available, and we go above and beyond the minimum discounts offered, whenever possible and as often as possible.

Types of Products	Discount From Advertised Price	Manufacturer Name
Cables (Network, Signal, Fiber Optic, Power)	15%	SHI Full Catalog
Cameras	15%	SHI Full Catalog
Surveillance Video	15%	SHI Full Catalog
Security Cameras	15%	SHI Full Catalog
Access Control Systems	15%	SHI Full Catalog
Videoconferencing Systems	15%	SHI Full Catalog
Unified Communications and Collaboration	0%	SHI Full Catalog
Computer Accessories (Keyboards, Mice, Docks, Flash Memory, Speakers)	5%	SHI Full Catalog
Telephone Sets	5%	SHI Full Catalog
Headsets	5%	SHI Full Catalog
Headphones	5%	SHI Full Catalog
Network Routers	5%	SHI Full Catalog
Channel Converters	5%	SHI Full Catalog
Phone Cases	5%	SHI Full Catalog
Information Technology/Educational Furniture	5%	SHI Full Catalog
Racks	3%	SHI Full Catalog
Racks Hardware	3%	SHI Full Catalog
Batteries	5%	SHI Full Catalog
Uninteruptable Power Systems	5%	SHI Full Catalog
Battery Chargers	5%	SHI Full Catalog
Memory Modules	5%	SHI Full Catalog
RAM, DRAM, SDRAM	5%	SHI Full Catalog
Flash Drives	5%	SHI Full Catalog
Hard Drives	5%	SHI Full Catalog
Disk Arrays and Array Controllers	5%	SHI Full Catalog
Power Adapters and Inverters	5%	SHI Full Catalog
Network Interface Cards and Network Switch Products	5%	SHI Full Catalog
Multimedia Storage Products	5%	SHI Full Catalog
Notebook Computers	3%	SHI Full Catalog
Tablets	3%	SHI Full Catalog
Servers	3%	SHI Full Catalog
Point of Sale	3%	SHI Full Catalog
Desktops	3%	SHI Full Catalog
Thin Clients	3%	SHI Full Catalog
Workstations	3%	SHI Full Catalog
All in One Desktops	3%	SHI Full Catalog
Office Supplies	18%	SHI Full Catalog
Labels	18%	SHI Full Catalog
Disc Media	18%	SHI Full Catalog
Paper Products	18%	SHI Full Catalog
Whiteboards	18%	SHI Full Catalog
Maintenance	5%	SHI Full Catalog
Warrantees	5%	SHI Full Catalog

Types of Products	Discount From Advertised Price	Manufacturer Name
Projectors and Interactive Products	5%	SHI Full Catalog
Printer Supplies	5%	SHI Full Catalog
Ink and Toner	5%	SHI Full Catalog
Ribbons	5%	SHI Full Catalog
Fusers	5%	SHI Full Catalog
Flat Panel Display Monitors	3%	SHI Full Catalog
Large Screen Monitors	3%	SHI Full Catalog
TVs	3%	SHI Full Catalog
Printers (Ink Jet, Laser, Matrix, Line Matrix, Label)	5%	SHI Full Catalog
Scanners	5%	SHI Full Catalog
Multifunction Machines	5%	SHI Full Catalog
Power Products	5%	SHI Full Catalog
PDUs	5%	SHI Full Catalog
Power Supplies	5%	SHI Full Catalog
Power Monitors	5%	SHI Full Catalog
Carry Cases	7%	SHI Full Catalog
Carry Bags	7%	SHI Full Catalog
Backpacks	7%	SHI Full Catalog
Software	4%	SHI Full Catalog
Cloud Software (excluding AWS)	4%	SHI Full Catalog
"X" as a Service (including SaaS, IaaS and PaaS)	0%	SHI Full Catalog
AWS	0%	SHI Full Catalog
All Other - future and unnamed categories	0%	SHI Full Catalog

Services	Standard Hourly Rate	Discount From Advertised Price	Comments
Hourly rates are for SHI and current approved partner-performed services for standard engagements. Highly skilled projects and new partners may carry higher rates.			
Project Manager	$185.00	0%	Per SOW
Consultant - End User Solutions Group	$225.00	0%	Per SOW
Consultant - Security Solutions Group	$225.00	0%	Per SOW
Solutions Architect	$275.00	0%	Per SOW
Cloud Developer	$325.00	0%	Per SOW
Senior Cloud Developer	$325.00	0%	Per SOW
Cloud Solutions Architect	$275.00	0%	Per SOW
Program Engagement Manager	$125.00	0%	Per SOW
Asset Management	$300.00	0%	Per SOW
Staff Augmentation	$50-$500	0%	Per SOW
All other in scope services	$300.00	0%	Per SOW

File #: 2025-2047 Agenda Item #: 6e.

Submitted By: Pamela Omichinski

Presentation By: Angel Jacobs

Department: City Clerk

FORMAL TITLE:
Minutes from September 3, 2025 meeting

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Ocala
City Council
Minutes

Wednesday, September 3, 2025 **4:00 PM**

Note Date

1. Call to Order

2. Roll Call

Present: Mayor Ben Marciano
Pro Tem Ire J. Bethea Sr
Council Member Barry Mansfield
Council Member Jay A. Musleh
Council President Kristen M. Dreyer

Excused: Council Member James P. Hilty Sr

Municipal Officers/Others Present: The meeting was also attended by City Manager Peter Lee, City Attorney William Sexton, Assistant City Manager Ken Whitehead, City Clerk Angel Jacobs, Deputy City Clerk Pamela Omichinski, Fire Chief Clint Welborn, Police Chief Michael Balken, Internal Auditor Randall Bridgeman, Assistant Finance Director Peter Brill, Director of Airport Matthew Grow, Planning Director Aubrey Hale, Budget Director Tammi Haslam, Community Development Services Director James Haynes, Director of Parks & Recreation Julie Johnson, HR/Risk Management Director Todd Swanson, City Engineer & Director of Water Resources Sean Lanier, Chief Financial Officer Janice Mitchell, Director of Public Works Darren Park, Director of Electric Utility Doug Peebles, Director of Ocala Fiber Network Mel Poole, IT Director Christopher Ramos, Strategic & Legislative Affairs Administrator Jeannine Robbins, Procurement & Contracting Officer Daphne Robinson, Growth Management Director Jeff Shrum, Chief of Staff Chris Watt, Ocala Police Dept Representative, IT Representative, The Press and other interested parties.

a. New Employees

- Michael McAdams Medina, Information Technology
- Lyman Granger, Public Works

3. Public Notice

- **Public Notice for the September 3, 2025 City Council Regular Meeting was posted on July 16, 2025**

4. Proclamations and Awards

4a. Presentation of the Mayor's Citizen Recognition Award to Myles McConico

Mayor Marciano and Chief Mike Balken presented the Mayor's Citizen Recognition Award to Myles McConico in appreciation of his contributions to the community.

4b. Presentation to Julius Bryant and Sean Price, Founders of Movement Inspires Many (MIM) Run Club and MIM Run Club group members

Mayor Marciano presented Mayor Challenge coins to members of the Movement Inspires Many Run Club.

5. Presentations

6. Consent Agenda

Consent Agenda items are considered to be routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of Council or the public request specific items to be removed for separate discussion and action.

Mark Clark, 4989 SE 50th Avenue, thanked Council Member Mansfield for supporting the Legacy Lighting Transfer Agreement with the Bellechase Master Homeowners' Association (item 6(a)).

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Ire J. Bethea Sr
SECONDER:	Jay A. Musleh
AYE:	Bethea Sr, Mansfield, Musleh, and Dreyer
EXCUSED:	Hilty Sr

6a. Legacy Lighting Transfer Agreement with the Bellechase Master Homeowners' Association

Presentation By: Doug Peebles

6b. Release of a utility easement encumbering Parcels 35512-001-00, 35512-001-01, 35512-001-03, 35512-001-08, 35512-001-09, 35512-001-10, 35512+001-01, 35512-001-04, and 35512-002-00

Presentation By: Stephanie Galarza

6c. Developer's Agreement for Winding Oaks Residential Phase 3

Presentation By: Aubrey Hale

6d. Budget Resolution 2025-175 to amend the Fiscal Year 2024-25 budget to transfer funds from the General Liability fund for the purchase of four replacement vehicles for the Ocala Police Department in the amount of $80,743

Presentation By: Liza Warmuth

6e. Budget Resolution 2025-176 to amend the Fiscal Year 2024-25 budget to accept and appropriate a community donation for Polar Patrol expenses in the amount of $500

Presentation By: Michael Balken

6f. Resolution 2025-37 to approve the City of Ocala's State Housing Initiatives Partnership Annual Report for program closeout year 2022-2023

Presentation By: James Haynes

6g. Moved to 10j.

6h. Appointment of Hope Maynard to the General Employees' Retirement System Board of Trustees for an unexpired three-year term ending March 1, 2027

Presentation By: Angel Jacobs

6i. Appointment of Holden Powell to the Police Officers' Retirement System Board of Trustees to a new two-year term ending August 6, 2027

Presentation By: Angel Jacobs

6j. Minutes from August 19, 2025 City Council meeting

Presentation By: Angel Jacobs

7. Consent Agenda Items Held for Discussion

Should any items be removed from the Consent Agenda for discussion, they will be discussed at this time.

8. Introduction and First Readings of Ordinances

9. Public Hearings / Second and Final Readings / Adoption of Ordinances

Note: Items 9g through 9j will be heard at 5:01pm or shortly thereafter.

9a. Ordinance 2025-35 to rezone from R-1, Single-Family Residential, to R-1AA, Single-Family Residential, for property located approximately 320 feet east of the intersection at NE 31st Street and NE Jacksonville Road (Parcel 24728-000-00) approximately 7.23 acres (Case ZON25-0010) (Quasi-Judicial)

Presentation By: Endira Madraveren

Introduced By: Barry Mansfield

Council President Dreyer opened the public hearing.

Chief Planning Official Endira Madraveren discussed the adoption of Ordinance 2025-35. The applicant requested to rezone the subject property from R-1 (Single Family Residential) to R-1AA (Single Family Residential). She provided a brief overview of the property's history, zoning, and staff findings. The Planning & Zoning Commission and staff recommend approval.

No public comment.

There being no further discussion the motion carried by roll call vote.

RESULT:	ADOPTED
MOVER:	Barry Mansfield
SECONDER:	Ire J. Bethea Sr
AYE:	Bethea Sr, Mansfield, Musleh, and Dreyer
ABSENT:	Hilty Sr

9b. Ordinance 2025-36 to rezone approximately 1.59 acres for the property located at 458 NW First Street (Parcel 2855-005-000) including two contiguous parcels to the east (Parcel 2855-009-000 and 2855-006-000) from R-3 (Multi-Family Residential) and B-3C (Community Redevelopment Area Mixed Use 2 District), to B-4, (General Business), Case ZON25-0009 (Quasi-Judicial)

Presentation By: Emily Johnson

Introduced By: Ire J. Bethea Sr

Council President Dreyer opened the public hearing.

Senior Planner Emily Johnson discussed the adoption of Ordinance 2025-36. The applicant requested to rezone three parcels to B-4 (General Business). She provided a brief overview of the property's history, rezoning, and staff findings. The Planning & Zoning Commission and staff recommend approval.

No public comment.

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Ire J. Bethea Sr
SECONDER: Barry Mansfield
AYE: Bethea Sr, Mansfield, Musleh, and Dreyer
ABSENT: Hilty Sr

9c. Ordinance 2025-38 to annex approximately 39.33 acres for property located in the 5100 block, along the south side of SW 20th Street (Parcels 23817-004-00 and 23311-000-00) (Case ANX24-45704) (Quasi-Judicial)

Presentation By: Endira Madraveren

Introduced By: James P. Hilty Sr

Council President Dreyer opened the public hearing for items 9(c) to 9(f).

Chief Planning Official Endira Madraveren discussed the adoption of Resolution 2025-38 and ordinances 2025-38 to 2025-40. The applicant is requesting to annex the subject properties into the city, which currently lie within an existing enclave area of the City of Ocala, followed with a request to rezone approximately 39.33 acres from Multi-Family (R-3) County zoning to Planned Development (PD) City zoning. The proposed PD will integrate the existing Timberland Apartments with new residential development, including single-family detached homes, townhomes, and additional multi-family units. The development is planned in three phases and will include a total of up to 459 dwelling units.

The PD Plan outlines a mixed residential community with a proposed density of 11.67 units per acre. Building heights will be limited to 50 feet for multi-family structures and 35 feet for single-family homes. The plan includes 37.9% open space, potentially increasing to 42.46% with an optional retention pond. Amenities will feature a

clubhouse, community building, walking paths, parks, and lakes. A 10-foot landscape buffer with a six-foot vinyl fence is proposed along three property boundaries, and a 40-foot right-of-way reservation is included for a future roadway connection.

The PD Plan includes four requested variations from the City's Land Development Regulations:

1. Use of vinyl fencing within the landscape buffer.
2. Reduction of alley width from 30 feet to 20 feet.
3. Reduction in required parking for townhomes to one space per unit.
4. Modified lot standards for each residential type, including setbacks, lot sizes, and building coverage.

At the June 9, 2025 meeting, staff presented the rezoning request along with related applications for annexation, future land use amendment, and the PD Plan and Standards Book. The Commission recommended approval of the zoning amendment by a 6-1 vote and the PD Plan and Standards Book by a 5-2 vote, contingent on revising the Standards Book for consistency with Section 122-943.

Staff concluded that the proposed rezoning aligns with the Medium Intensity/Special District Future Land Use classification and meets the minimum standards for a PD District. The proposed development is compatible with surrounding uses and does not present any level of service issues for public facilities. Following the Commission's recommendation, the applicant submitted a revised PD Standards Book addressing the required condition. Staff recommends approval of the rezoning and associated PD Plan and Standards Book.

Danny Troncoso, Developer, stated he is overseeing the development of the property. He provided a brief overview of the proposed Coso-Ocala project and recent building improvements.

Council Member Mansfield spoke in support of the development project.

No public comment.

RESULT: ADOPTED
MOVER: Jay A. Musleh
SECONDER: Ire J. Bethea Sr
AYE: Bethea Sr, Mansfield, Musleh, and Dreyer
ABSENT: Hilty Sr

9d. Ordinance 2025-39 to change the Future Land Use designation on approximately 39.33 acres comprised of two parcels (Parcel 23311-000-00 & Parcel 23817-004-00) located in the 5100 block, along the south side of SW 20th Street from High Intensity (County) to Medium Intensity/ Special District (City) (Case LUC24-45705) (Quasi-Judicial)

Presentation By: Endira Madraveren

Introduced By: Jay A. Musleh

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Jay A. Musleh
SECONDER: Barry Mansfield
AYE: Bethea Sr, Mansfield, Musleh, and Dreyer
EXCUSED: Hilty Sr

9e. Ordinance 2025-40 to rezone approximately 39.33 acres of property comprised of two parcels (Parcel 23311-000-00 & 23817-004-00) located in the 5100 block, along the south side of SW 20th Street from R-3, Multi- Family Residential (County), to PD, Planned Development (Case PD24-45706) (Quasi-Judicial)

Presentation By: Endira Madraveren

Introduced By: Barry Mansfield

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Barry Mansfield
SECONDER: Ire J. Bethea Sr
AYE: Bethea Sr, Mansfield, Musleh, and Dreyer
EXCUSED: Hilty Sr

9f. Resolution 2025-38 to consider a PD Plan and Standards Book for property located at 2275 SW 53rd Avenue (Parcel 23311-000-00) along with the adjacent property to the south (Parcel 23817-004-00), approximately 39.33 acres (Case No. PD24-45706) (Quasi-Judicial)

Presentation By: Endira Madraveren

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Barry Mansfield
SECONDER: Jay A. Musleh
AYE: Bethea Sr, Mansfield, Musleh, and Dreyer
EXCUSED: Hilty Sr

9g. Resolution 2025-177 to adopt the tentative Fiscal Year 2025-26 millage rates for the Downtown Development Districts at the current rates of 1.7185 (District A), 1.6332 (District B), and 1.4699 (District C)

Presentation By: Tammi Haslam

Council President Dreyer opened the public hearing for 9g and 9h at 5:07 pm.

Budget Director Tammi Haslam discussed the adoption of resolutions 2025-177 and 2025-178. The proposed rates are consistent with the current millage rates; staff recommends adoption.

City Clerk Jacobs read the following information into the record:

Name of Taxing Authority - City of Ocala Downtown Development Districts A, B and C

1. The Fiscal Year 2025-26 operating millage rate for Downtown District A is 1.7185, which is greater than the rolled-back rate of 1.5995 by 7.44%.
2. The Fiscal Year 2025-26 operating millage rate for Downtown District B is 1.6332, which is greater than the rolled-back rate of 1.5175 by 7.62%.
3. The Fiscal Year 2025-26 operating millage rate for Downtown District C is 1.4699, which is greater than the rolled-back rate of 1.3758 by 6.84%.
4. Ad valorem tax revenues are increasing to support increased operating expenditures in the Districts.

No public comment.

There being no further discussion the motion carried by roll call vote.

The time of adoption for resolution 2025-177 was 5:09 pm.

RESULT: ADOPTED
MOVER: Ire J. Bethea Sr
SECONDER: Jay A. Musleh
AYE: Bethea Sr, Mansfield, Musleh, and Dreyer
ABSENT: Hilty Sr

9h. Budget Resolution 2025-178 to adopt the tentative Fiscal Year 2025-26 budget for the Downtown Development fund in the amount of $695,065

Presentation By: Tammi Haslam

No public comment.

There being no further discussion the motion carried by roll call vote.

The time of adoption for resolution 2025-178 was 5:10 pm.

Council President Dreyer closed the public hearing at 5:10 pm..

RESULT: ADOPTED
MOVER: Barry Mansfield

SECONDER: Jay A. Musleh

AYE: Bethea Sr, Mansfield, Musleh, and Dreyer

ABSENT: Hilty Sr

9i. Resolution 2025-179 to adopt the tentative Fiscal Year 2025-26 millage rate for the City of Ocala at the current rate of 6.6177

Presentation By: Tammi Haslam

Council President Dreyer opened the public hearing for items 9i and 9j at 5:10 pm.

Budget Director Tammi Haslam discussed the adoption of resolutions 2025-179 and 2025-180. The proposed rates are consistent with the current millage rate; staff recommends adoption.

Clerk Jacobs read the following information into the record:

> Name of Taxing Authority - City of Ocala
> The Fiscal Year 2025-26 operating millage rate is 6.6177, which is greater than the rolled-back rate of 6.2532 by 5.83%.

Ad valorem tax revenues are increasing to support the addition of critical employees and assist with increasing cost pressures related to salary, benefits, and operating costs.

No public comment.

There being no further discussion the motion carried by roll call vote.

The time of adoption for resolution 2025-179 was 5:12 pm.

RESULT: ADOPTED

MOVER: Barry Mansfield

SECONDER: Ire J. Bethea Sr

AYE: Bethea Sr, Mansfield, Musleh, and Dreyer

ABSENT: Hilty Sr

9j. Budget Resolution 2025-180 to adopt the tentative Fiscal Year 2025-26 budget for the City of Ocala in the amount of $1,152,885,830

Presentation By: Tammi Haslam

Clerk Jacobs announced the tentative Fiscal Year 2025-26 General Fund budget total is $188,100,612. The City's total tentative Fiscal Year 2025-26 budget is $1,152,885,830.

No public comment.

There being no further discussion the motion carried by roll call vote.

The time of adoption for resolution 2025-180 was 5:12 pm.

Council President Dreyer closed the public hearing at 5:13 pm.

RESULT: ADOPTED
MOVER: Jay A. Musleh
SECONDER: Ire J. Bethea Sr
AYE: Bethea Sr, Mansfield, Musleh, and Dreyer
ABSENT: Hilty Sr

10. General Business

10a. Change Order and additional expenditures under the contract with All Webbs Enterprises, Inc., for the construction of two Upper Floridan Aquifer Wells at Water Treatment Plant No. 2 in the amount of $176,736

Presentation By: Sean Lanier

City Engineer & Director of Water Resources Sean Lanier clarified the term sub-surface void: a sinkhole has breached the surface; a sub-surface void has not.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Barry Mansfield
SECONDER: Ire J. Bethea Sr
AYE: Bethea Sr, Mansfield, Musleh, and Dreyer
ABSENT: Hilty Sr

10b. Expenditures for utility services provided by Duke Energy, Inc. for Fiscal Year 2025-26 in an estimated amount of $140,000

Presentation By: Sean Lanier

City Engineer & Director of Water Resources Sean Lanier confirmed to Council Pro Tem Bethea the City allocated approximately the same amount last year.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Jay A. Musleh
SECONDER: Barry Mansfield
AYE: Bethea Sr, Mansfield, Musleh, and Dreyer
ABSENT: Hilty Sr

10c. Third Amendment to the Agreement for SunTran Transit Management Services with RATP Dev USA, Inc. with an anticipated aggregate expenditure amount of $11,322,699 to include the downtown circulator trolley service

Presentation By: Tom Duncan

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Ire J. Bethea Sr
SECONDER: Jay A. Musleh
AYE: Bethea Sr, Mansfield, Musleh, and Dreyer
ABSENT: Hilty Sr

10d. Resolution 2025-39 to accept a Public Transit Service Development Grant Agreement between the Florida Department of Transportation and the City of Ocala for operational funding for the Downtown Circulator Trolley in the amount of $229,144

Presentation By: Tom Duncan

There being no discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Barry Mansfield
SECONDER: Jay A. Musleh
AYE: Bethea Sr, Mansfield, Musleh, and Dreyer
ABSENT: Hilty Sr

10e. Budget Resolution 2025-181 to amend the Fiscal Year 2024-25 budget to accept and appropriate $114,572 in Public Transit Service Development Grant Agreement funds from the Florida Department of Transportation and $114,572 in local matching funds in support of the Downtown Circulator Trolley, for a total amount of $229,144

Presentation By: Tom Duncan

There being no discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Ire J. Bethea Sr
SECONDER: Barry Mansfield
AYE: Bethea Sr, Mansfield, Musleh, and Dreyer
ABSENT: Hilty Sr

10f. One-year contract renewal with VIP Security & Investigations, LLC to provide citywide security services with an estimated expenditure of $399,000

Presentation By: Christopher Ramos

IT Director Christopher Ramos clarified the three annual contract renewal options with Council Member Mansfield.

Mayor Marciano spoke in support of the contract renewal.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Barry Mansfield
SECONDER: Jay A. Musleh
AYE: Bethea Sr, Mansfield, Musleh, and Dreyer
ABSENT: Hilty Sr

10g. Five-year renewal of the agreement with D&G Solutions Group, LLC for yard and wood waste disposal services with an estimated aggregate expenditure of $2,664,656

Presentation By: Dwayne Drake

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Jay A. Musleh
SECONDER: Ire J. Bethea Sr
AYE: Bethea Sr, Mansfield, Musleh, and Dreyer
ABSENT: Hilty Sr

10h. One-year renewal of the contract for as needed automotive body repairs with Michael Lessard Inc. d/b/a/ Perfection Collision Carstar with an aggregate expenditure of $150,000

Presentation By: Liza Warmuth

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Ire J. Bethea Sr
SECONDER: Barry Mansfield
AYE: Bethea Sr, Mansfield, Musleh, and Dreyer
ABSENT: Hilty Sr

10i. Purchase of inventory items for Ocala Electric Utility from multiple vendors in the amount of $1,259,092

Presentation By: Doug Peebles

Council Pro Tem Bethea inquired about the inventory levels maintained at the warehouse and observed that Mr. Peebles has submitted numerous inventory purchase requests.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Barry Mansfield
SECONDER: Jay A. Musleh

AYE: Bethea Sr, Mansfield, Musleh, and Dreyer

ABSENT: Hilty Sr

10j. Renewal of a piggyback contract with Municipal Equipment Company, LLC, for the purchase of firefighter bunker gear with an estimated expenditure amount of $440,000

Presentation By: Clint Welborn

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: Jay A. Musleh

SECONDER: Ire J. Bethea Sr

AYE: Bethea Sr, Mansfield, Musleh, and Dreyer

ABSENT: Hilty Sr

11. Internal Auditor's Report

12. City Manager's Report

- Strategic Score Card update

City Manager Pete Lee discussed the Strategic Score Card, highlighting key updates relating to ongoing projects, customer satisfaction metrics, and overall City operations.

Council Member Mansfield recognized City staff for their hard work.

13. Ocala Police Department Report

- Overview of Crime and Traffic Stops

Police Chief Mike Balken reported on crime data for the period: 8,242 total incidents, 5,681 active calls, 2,561 dispatched calls, quadrant breakdown (dispatched versus proactive), 292 crimes, 226 arrests, 1,341 traffic stops, and 144 crashes.

- Department Highlights

Police Chief Mike Balken reported the department is working on closing four homicides and two manslaughter cases from last year. The department successfully seized large amounts of illegal narcotics and weapons from a vehicle on August 25, 2025, and conducted several Swat team raids to combat illegal drug trafficking.

14. Ocala Fire Rescue Department Report

- Unit Responses

Fire Chief Clint Welborn reported on unit responses for a two-week period, August 19, 2025 to September 1, 2025. The two busiest units: Fire Rescue Four (163-unit responses) and Fire Engine Four (101-unit responses).

- **Service calls update**

Fire Chief Clint Welborn reported on call type spotlights for a three-week period, August 19, 2025 to September 1, 2025: motor vehicle accidents 78, structure fires 1, and community paramedicine/core 44, and calls for service 930 (16,787 calls-to-date).

- **Department Highlights**

Fire Chief Clint Welborn reported the department welcomed Rescue Seven at a ceremony on August 22, 2025, and was placed in service on August 25, 2025. The department responded to a lithium-ion battery fire on September 3, 2025, where three unaccompanied minors were discovered within the apartment next door.

He encouraged the public to attend several upcoming events: Patriot Day (September 6, 2025), Feeding The Fearless (September 11, 2025), and 9-11 Never Forget (September 11, 2025).

Council President Dreyer asked for an update on the children at the apartment fire. Police Chief Mike Balken stated the minors were a one-year-old, four-year-old, and seven-year-old, and the mother has been arrested for neglect, with the children placed in protective custody.

15. City Attorney's Report

16. Public Comments

17. Informational Items and Calendaring Items

- Thursday, September 11, 2025 - 4:00pm - City Council Appeal Hearing - Council Chambers
- Thursday, September 11, 2025 - 5:00pm - City Council Special Meeting re: Fire Assessment - Council Chambers
- Tuesday, September 16, 2025 - 3:45pm - CRA Board meeting - Council Chambers
- Tuesday, September 16, 2025 - 4:00pm - City Council meeting - Council Chambers
- Tuesday, September 23, 2025 - 3:00pm - TPO Meeting - Marion County BOCC Auditorium
- Tuesday, October 7, 2025 - 4:00pm - City Council meeting - Council Chambers
- Tuesday, October 21, 2025 - 3:45pm - CRA Board meeting - Council Chambers
- Tuesday, October 21, 2025 - 4:00pm - City Council meeting - Council Chambers

17a. Executed Contracts Under $50,000

17b. Power Cost Adjustment Report - July 2025

17c. Monthly budget to actual report and Capital Improvement Project status report as of July 31, 2025

18. Comments by Mayor

- **Healthy Ocala update**

Mayor Marciano reported overdoses have dramatically dropped in the City by fifty

percent compared to last year, due to successful treatment programs and available resources including Healthy Ocala. He encouraged the public to visit the Healthy Ocala website for mental health resources. He thanked City staff for their community support efforts.

- **Recovery Festival scheduled for September 13, 2025, from 10 am to 3 pm, location Tuscawilla Park**

19. Comments by City Council Members

20. Adjournment

- **Adjourned at 5:16 pm**

Minutes

Kristen M. Dreyer Council President	Angel B. Jacobs City Clerk

File #: ORD-2025-41 Agenda Item #: 8a.

Submitted By: Tiffany Stewart

Presentation By: Darren Park

Department: Public Works

FORMAL TITLE:
Ordinance 2025-41, amending Sec. 54-31 and 54-121, Code of Ordinances, City of Ocala, Florida, providing for maximum accumulation of waste and modifying the rate for multi-family units with roll-off compactors

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OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Chapter 54 Solid Waste, Section 54-31 of the Code of Ordinances regulates the maximum accumulation of waste allowed within the city limits.

Chapter 54 Solid Waste, Section 54-121 of the Code of Ordinances sets the rate for multi-family complexes per unit.

On December 3, 2024, the City Council approved the Public Works Sanitation Division providing solid waste garbage collection service utilizing roll-off compactors for downtown businesses, multi-family complexes, and new businesses that request roll-off compactor service.

On July 15, 2025, the City Council adopted a solid waste policy statement providing for the collection of solid waste utilizing roll-off compactors.

FINDINGS AND CONCLUSIONS:
To facilitate the City Council's directive to provide for the collection of solid waste utilizing roll-off compactors, three minor changes to the solid waste ordinance are required.

This amendment to Article 1, in General, Section 54-1 Definitions, adds a definition for roll-off compactors.

This amendment to Article 2, Collection and Disposal, Section 54-31, Maximum Accumulation of Waste, of the Code of Ordinances, will increase the maximum period from seven days to fourteen days for locations with roll -off compactors.

This amendment to Article 4 Rates and Charges, Section 54-121 Schedule, special charges, will allow multi-family complexes utilizing roll-off compactors to be charged a rate set by a resolution approved by the City Council.

For ease of review, a redline copy is attached reflecting the proposed changes.

Staff recommends approval.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The ordinance has been reviewed by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

ORDINANCE 2025-41

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA AMENDING SECTION 54-1, SECTION 54-31(a) and SECTION 54-121(c), CODE OF ORDINANCES, CITY OF OCALA, FLORIDA; PROVIDING FOR THE PROVISION OF MUNICIPAL SOLID WASTE COLLECTION SERVICES THROUGH THE USE OF ROLL-OFF COMPACTORS; PROVIDING DIRECTION TO STAFF; PROVIDING DIRECTION TO THE CODIFIER; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 54, *Code of Ordinances, City of Ocala, Florida*, currently provides for the regulation of the City of Ocala Florida's municipal solid waste collection and disposal systems, polices and procedures; and

WHEREAS, in or about December 3, 2024, the City Council of the City of Ocala, Florida provided direction to staff to begin to develop and implement the collection and disposal of municipal solid waste through the use of roll-off compactors - a service not previously provided by the City; and

WHEREAS, in addition to the aforementioned direction, the City Council also authorized the purchase of

certain trucks, containers and other equipment necessary to develop and implement the collection and disposal of municipal solid waste through the use of roll-off compactors; and

WHEREAS, in the succeeding months, staff for the City of Ocala, Florida has acquired the aforementioned equipment and developed the protocols necessary for the City to begin providing municipal solid waste collection services through the use of roll-off compactors; and

WHEREAS, since the provision of municipal solid waste collection services through the use of roll-off compactors had not previously been provided by the City of Ocala, Florida, it is necessary to amend Chapter 54, *Code of Ordinances, City of Ocala, Florida*, so as to provide the necessary regulation of solid waste collection and disposal using said roll-off compactors; and

WHEREAS, given the above and foregoing, the City of Ocala, Florida now desires to amend Section 54-1, Section 54-31(a), and Section 54-121(c), *Code of Ordinances, City of Ocala, Florida*,, to add language providing the necessary regulation of solid waste collection and disposal using said roll-off compactors; and

WHEREAS, the City Council of the City of Ocala, Florida finds and determines that this ordinance and the amendments to Section 54-1, Section 54-31(a), and Section 54-121(c), *Code of Ordinances, City of Ocala, Florida*, contained herein are further protection of the health, safety and welfare of the citizens of Ocala, Florida; and

WHEREAS, the City Council of the City of Ocala, Florida finds and determines that this ordinance and the amendments to Section 54-1, Section 54-31(a), and Section 54-121(c), *Code of Ordinances, City of Ocala, Florida*, contained herein are in the best interest of the City of Ocala, Florida and its citizens; and

NOW THEREFORE, be it ordained, by the City Council of the City of Ocala, Florida, in regular session, as follows:

Section 1. Ratification, Adoption and Incorporation of Recitals.

The City Council of the City of Ocala, Florida ratifies the above-outlined recitals as true and correct; adopts and incorporates them herein as part and parcel of this ordinance.

Section 2. Purpose and Authority for Ordinance.

This ordinance is adopted for the purpose of amending and revising Section 54-1, Section 54-31(a), and Section 54-121(c) of the *Code of Ordinances, City of Ocala, Florida* so as to provide for the regulation of the collection of municipal solid waste collection through the use of roll-of compactors and is adopted pursuant to the authority granted by Chapter 166, *Florida Statutes*, and other relevant provisions of Florida and federal law.

Section 3. Amendment of Section 54-1, *Code of Ordinances, City of Ocala, Florida*.

Section 54-1 of the *Code of Ordinances, City of Ocala, Florida* is hereby amended* by the addition of the following definition:

Roll-off compactor means a large, heavy-duty waste container with an integrated hydraulic ram designed to crush and reduce the volume of waste inside, allowing more trash to fit before requiring a pickup.

Section 4. Amendment of Section 54-31(a), *Code of Ordinances, City of Ocala, Florida*.

Section 54-31(a) of the *Code of Ordinances, City of Ocala, Florida* is hereby amended* by replacement in its entirety with the following:

(a) Maximum period of accumulation. It shall be unlawful to permit an accumulation of municipal solid waste upon any premises in the city for a period longer than seven days without having arranged for disposal of such accumulation by some person qualified under this chapter to perform such service or by the sanitary municipal solid waste system of the city except under the following circumstances:

(1) Where severe weather or "acts of God" make it impossible for the municipal solid waste collector normally providing collection services at the premises to perform collection services using normal collection equipment; or

(2) Official holidays interrupt the normal seven-day collection cycle, in which case collections may be postponed to the next working day of the municipal solid waste collector.

(3) Where roll-off compactors are utilized, the disposal of municipal solid waste shall not exceed a period longer than fourteen days.

Section 5. Amendment of Section 54-121(c), *Code of Ordinances, City of Ocala, Florida*.

Section 54-121(c) of the *Code of Ordinances, City of Ocala, Florida* is hereby amended* by replacement in its entirety with the following:

(c) Residential establishments serviced by commercial division. For apartments, condominiums and all other multifamily residential developments determined to be safely serviceable by dumpsters, the commercial division of the sanitary municipal solid waste system, the rate per dwelling unit for such service as established by resolution shall be the rate specified for multifamily residence. For apartments, condominiums and all other multifamily residential developments determined to be safely serviceable by roll-off compactors the commercial division of the sanitary municipal solid waste system, the rate for such service shall be established by resolution.

Section 6. Direction to Staff.

The City Council of the City of Ocala, Florida directs staff to take any and all other steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 7. Direction to the Codifier.

It is the intention of the City Council of the City of Ocala, Florida that (1) this ordinance shall become and be made a part of the *Code of Ordinances, City of Ocala, Florida*, (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by the City Council.

Section 8. Repealing Inconsistent and/or Conflicting Provisions.

The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 9. Severability of Ordinance Provisions.

If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 10. Modifications Arising from Consideration at a Public Hearing.

It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 11. Effective Date of Ordinance.

This ordinance shall become effective immediately upon approval by the Mayor or becoming law without such approval.

PASSED AND ADOPTED, in a regular session with a quorum present and voting, by the City Council of the City of Ocala, Florida this ____ day of October 2025.

CITY OF OCALA, FLORIDA

_____

By: KRISTEN M. DREYER., as
President of the City Council

ATTEST:

By: ANGEL JACOBS, as
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: WILLIAM E. SEXTON, as
City Attorney

APPROVED / DENIED by me, as Mayor of the City of Ocala, Florida this _____ day of October 2025.

By: BENJAMIN MARCIANO, as
Mayor

ORDINANCE NUMBER: _____
INTRODUCED: _____
ADOPTED: _____
LEGAL AD NUMBER: _____

ORDINANCE NUMBER 2025 - _____

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA AMENDING SECTION 54-1, SECTION 54-31(a) and SECTION 54-121(c), *CODE OF ORDINANCES, CITY OF OCALA, FLORIDA*; PROVIDING FOR THE PROVISION OF MUNICIPAL SOLID WASTE COLLECTION SERVICES THROUGH THE USE OF ROLL-OFF COMPACTORS; PROVIDING DIRECTION TO STAFF; PROVIDING DIRECTION TO THE CODIFIER; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 54, *Code of Ordinances, City of Ocala, Florida*, currently provides for the regulation of the City of Ocala Florida's municipal solid waste collection and disposal systems, polices and procedures; and

WHEREAS, in or about December 3, 2024, the City Council of the City of Ocala, Florida provided direction to staff to begin to develop and implement the collection and disposal of municipal solid waste through the use of roll-off compactors - a service not previously provided by the City; and

WHEREAS, in addition to the aforementioned direction, the City Council also authorized the purchase of certain trucks, containers and other equipment necessary to develop and implement the collection and disposal of municipal solid waste through the use of roll-off compactors; and

WHEREAS, in the succeeding months, staff for the City of Ocala, Florida has acquired the aforementioned equipment and developed the protocols necessary for the City to begin providing municipal solid waste collection services through the use of roll-off compactors; and

WHEREAS, since the provision of municipal solid waste collection services through the use of roll-off compactors had not previously been provided by the City of Ocala, Florida, it is necessary to amend Chapter 54, *Code of Ordinances, City of Ocala, Florida*, so as to provide the necessary regulation of solid waste collection and disposal using said roll-off compactors; and

WHEREAS, given the above and foregoing, the City of Ocala, Florida now desires to amend Section 54-1, Section 54-31(a), and Section 54-121(c), *Code of Ordinances, City of Ocala, Florida*,, to add language providing the necessary regulation of solid waste collection and disposal using said roll-off compactors; and

WHEREAS, the City Council of the City of Ocala, Florida finds and determines that this ordinance and the amendments to Section 54-1, Section 54-31(a), and Section 54-121(c), *Code of Ordinances, City of Ocala, Florida*, contained herein are further protection of the health, safety and welfare of the citizens of Ocala, Florida; and

WHEREAS, the City Council of the City of Ocala, Florida finds and determines that this ordinance and the amendments to Section 54-1, Section 54-31(a), and Section 54-121(c), *Code of Ordinances, City of Ocala, Florida*, contained herein are in the best interest of the City of Ocala, Florida and its citizens; and

NOW THEREFORE, be it ordained, by the City Council of the City of Ocala, Florida, in regular session, as follows:

Section 1. Ratification, Adoption and Incorporation of Recitals.

The City Council of the City of Ocala, Florida ratifies the above-outlined recitals as true and correct; adopts and incorporates them herein as part and parcel of this ordinance.

Section 2. Purpose and Authority for Ordinance.

This ordinance is adopted for the purpose of amending and revising Section 54-1, Section 54-31(a), and Section 54-121(c) of the *Code of Ordinances, City of Ocala, Florida* so as to provide for the regulation of the collection of municipal solid waste collection through the use of roll-of compactors and is adopted pursuant to the authority granted by Chapter 166, *Florida Statutes*, and other relevant provisions of Florida and federal law.

Section 3. Amendment of Section 54-1, *Code of Ordinances, City of Ocala, Florida.*

Section 54-1 of the *Code of Ordinances, City of Ocala, Florida* is hereby amended* by the addition of the following definition:

Roll-off compactor means a large, heavy-duty waste container with an integrated hydraulic ram designed to crush and reduce the volume of waste inside, allowing more trash to fit before requiring a pickup.

Section 4. Amendment of Section 54-31(a), *Code of Ordinances, City of Ocala, Florida.*

Section 54-31(a) of the *Code of Ordinances, City of Ocala, Florida* is hereby amended* by replacement in its entirety with the following:

(a) Maximum period of accumulation. It shall be unlawful to permit an accumulation of municipal solid waste upon any premises in the city for a period longer than seven days without having arranged for disposal of such accumulation by some person qualified under this chapter to perform such service or by the sanitary municipal solid waste system of the city except under the following circumstances:

(1) Where severe weather or "acts of God" make it impossible for the municipal solid waste collector normally providing collection services at the premises to perform collection services using normal collection equipment; or

(2) Official holidays interrupt the normal seven-day collection cycle, in which case collections may be postponed to the next working day of the municipal solid waste collector.

(3) Where roll-off compactors are utilized, the disposal of municipal solid waste shall not exceed a period longer than fourteen days.

Section 5. Amendment of Section 54-121(c), *Code of Ordinances, City of Ocala, Florida.*

Section 54-121(c) of the *Code of Ordinances, City of Ocala, Florida* is hereby amended* by replacement in its entirety with the following:

* For purposes of illustrating the amendments contained herein, words ~~stricken~~ are deletions; words underlined are additions.

(c) Residential establishments serviced by commercial division. For apartments, condominiums and all other multifamily residential developments determined to be safely serviceable by dumpsters, the commercial division of the sanitary municipal solid waste system, the rate per dwelling unit for such service as established by resolution shall be the rate specified for multifamily residence. For apartments, condominiums and all other multifamily residential developments determined to be safely serviceable by roll-off compactors the commercial division of the sanitary municipal solid waste system, the rate for such service shall be established by resolution.

Section 6. Direction to Staff.

The City Council of the City of Ocala, Florida directs staff to take any and all other steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 7. Direction to the Codifier.

It is the intention of the City Council of the City of Ocala, Florida that (1) this ordinance shall become and be made a part of the *Code of Ordinances, City of Ocala, Florida*, (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by the City Council.

Section 8. Repealing Inconsistent and/or Conflicting Provisions.

The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 9. Severability of Ordinance Provisions.

If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 10. Modifications Arising from Consideration at a Public Hearing.

It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 11. Effective Date of Ordinance.

This ordinance shall become effective immediately upon approval by the Mayor or becoming law without such approval.

PASSED AND ADOPTED, in a regular session with a quorum present and voting, by the City Council of the City of Ocala, Florida this ____ day of October 2025.

CITY OF OCALA, FLORIDA

_____

By: KRISTEN M. DREYER., as
President of the City Council

ATTEST:

_____

By: ANGEL JACOBS, as
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

By: WILLIAM E. SEXTON, as
City Attorney

APPROVED / DENIED by me, as Mayor of the City of Ocala, Florida this _____ day of October 2025.

_____

By: BENJAMIN MARCIANO, as
Mayor

ORDINANCE NUMBER: _____
INTRODUCED: _____
ADOPTED: _____
LEGAL AD NUMBER: _____

File #: 2025-1866 Agenda Item #: 9a.

Submitted By: Michelle Taylor

Presentation By: Endira Madraveren

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Permit for the sale of beer and wine for on-premises consumption for Genki Izakaya, LLC., doing business as Koto Hibachi Express Sushi and Bubble Tea, located at 3811 SW College Road (Parcel 2388-002-00)(Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Genki Izakaya, LLC., doing business as (dba) Koto Hibachi Express Sushi and Bubble Tea, is requesting a permit for the sale of beer and wine for on-premise consumption at 3811 SW College Road (Parcel 2388-002-00)

- **Applicant:** Genki Izakaya, LLC dba, Koto Hibachi Express Sushi and Bubble Tea
- **Property Owner:** Ohana Property Management, LLC
- **Address:** 3811 SW College Road
- **Building area:** 3,400 square feet
- **Seats/employees:** 90 seats / 8 employees
- **Required parking:** 34 spaces
- **Provided parking:** 51 spaces
- **Outside Sound:** No
- **Police Presence:** There have been 16 calls for service at the location, 3811 SW College Road during the past two years, the majority of which were self-initiated securities.
- **Reason:** Location has not sold alcohol in the past
- **Request:** 2COP - The purpose of this permit is to allow the sale of beer and wine for on-premises consumption for Genki Izakaya, LLC dba, Koto Hibachi Express Sushi and Bubble Tea. The hours will be Monday through Sunday, from 11:30 am to 9:30 pm. (*Code of Ordinances Section 6-5 limits the hours and times during which alcoholic and intoxicating beverages may be sold, consumed or*

served, or permitted to be served or consumed, in any place or on any premises defined as a business establishment as follows: for each day of the week except Sunday, between the hours of 7 a.m. and 2 a.m. the following days. On Sunday, Alcoholic beverages may be sold for consumption on the premises only, between the hours of 11 a.m. and 2 a.m. on Monday; and beer, ale, and wine may be sold in sealed containers for consumption off the premises only, between the hours of 7 a.m. on Sunday and 2 a.m. on Monday.)

- Staff requested comments from the Engineering, Growth Management, Police, and Fire Departments and asked for legal review by the City Attorney. None of these departments objected to this request

FINDINGS AND CONCLUSIONS:
This request is for a provisional location permit, subject to the applicant satisfying the requirements of the City's Code of Ordinances Section 6-32(d) to obtain their appropriate state-issued license.

Proximity to schools, churches, and daycare centers: There are none within the 500-foot radius.

Proximity to other alcohol beverage establishments: Six exist within the 500-foot radius.

- Best Western, 2COP
- Courtyard Ocala, 2COP
- Cracker Barrel, 2COP
- Marathon, 2COP
- Circle K, 2 COP
- Sam's Club, 3PS

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
This agenda item will be reviewed by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with changes
- Table
- Deny

GROWTH MANAGEMENT DEPARTMENT
DEVELOPMENT SERVICES
201 SE 3rd Street, Second Floor, Ocala, FL 34471
Phone: (352) 629-8487
licensing@ocalafl.gov | www.ocalafl.gov

ALCOHOL PERMIT

- Public Hearing - **$350.00** for new location + **$50.00** Sign Deposit (Refundable after the council hearing and if sign is in the same condition as when posted.)

- Change of ownership/leaseholder - **$200.00**

---

1. Name of Applicant(s): Chairuddin Tjong GENKI IZAKAYA LLC
(Must be identical to applicant name provided on the State of Florida Alcohol Beverage License application made by the applicant pursuant to Florida Statute, §561.17. Any variation will automatically void any issued location permit.)

Address of Applicant(s): 3811 sw college rd

City Ocala State FL Zip Code 34474 Phone # 7185738620

Fax # _____ Email address chairuddintjong@yahoo.com

2. Form of Applicant Business: (Check one)
   - Florida corporation _____
   - Foreign corporation _____
   - Partnership _____
   - LLC X
   - Sole Proprietorship _____
   - Other: _____
   - (Specify type and State of organization) _____

3. Partners: (Names of all partners in partnership and percentage financial interest of each Partner) [Attach additional pages if necessary]

Liang Chen	70%
Chairuddin Tjong	30%

Revised 10/9/24

Permit No. _____

4. Corporate Officers: (Names of all corporate officers and shareholders and percentage financial interest of each shareholder of the outstanding corporate stock if a Florida or Foreign Corporation or LLC) {Shareholder information not required for publicly traded corporations} [Attach additional pages if necessary]

Liang chen	70%
Chairuddin Tjong	30%

5. Name under which business will be conducted: Koto hibachi express sushi and bubble tea

6. Is there a business there now? Yes

If yes, name of business: Burger King

7. a. Location Address: 3811 sw college rd

City Ocala State Fl Zip Code 344774

. b. Parcel account number(s) [from tax roll]: R12388-002-000

c. Section _____ Township _____ Range _____ Size of Property 1.34 ac

d. Legal Description: (Please attach)

NOTE: It shall be the applicant's responsibility to provide the correct legal description for the subject property. The application will not be processed until a correct legal description is provided.

8. Business mailing address: 3811 sw college rd

City Ocala State Fl Zip Code 344774 Phone # 7185786308

Fax # _____ Email address Chairuddintjong@yahoo.com

9. Hours of Operation: 11:30-9:30

Permit No. _____

10. Permit use description:
    - ☐ on premises consumption/bar
    - ☑ on premises consumption/restaurant
    - ☐ on premises consumption/outside enclosed building
    - ☐ off premises consumption
    - ☐ on and off premises consumption

11. State License Type (specify): _____

12. Property Owner: Ohana property management llc

    Property owner's address: 3811 sw college rd

    City Ocala State Fl Zip Code 34474 Phone # (718)578-6208

    Fax # _____ Email address Chairuddinjoy@yahoo.com

13. The following items are required to complete this application, prior to advertisement (required for a public hearing in order to issue a location permit for profit special events):

    a. If applicant is not the property owner, attach written consent from owner for application; also, if owner's name does not appear on the Marion County tax rolls, please attach a copy of the deed showing owner's title.

    b. Business owner's signature notarized; also signature of agent, if applicable.

    c. The appropriate fee in cash, Visa, MasterCard or check (Payable to the City of Ocala).

    d. Must provide to the Planning & Zoning Division a copy of the vendor's state issued Alcoholic beverage license within a period of 90 days of alcohol permit approval or the alcohol permit will be automatically voided and of no legal effect.

    e. A sketch or a drawing will need to be submitted that reflects the:
    - Ingress/Egress to the building
    - The number of parking spaces
    - The building square foot

    f. If on premise consumption:
    - How many stools/seats will be provided in the establishment? 90
    - What is the square footage of the building? 3400
    - How many employees will you have on maximum shift? 8
    - How many parking spaces are there? 51

Permit No. _____

ATTENDANCE at the public hearing by the applicant or agent (as designated in writing) **IS MANDATORY**

I, Chairuddin Tjong, being first duly sworn, affirm and say that I understand that my request will not be considered unless all the information required by this application is submitted. I further certify that all statements made in this application are true to the best of my knowledge and that any incorrect information will void the location permit, if issued.

Applicant, Business or Agent's Signature **(Must be actual applicant if sole proprietorship, partner if applicant is partnership or corporate Officer if applicant is corporation)**

Chairuddin Tjong
Printed Name

742 anna Hope Ln
Address

Osprey FL 34229.
City, State, Zip Code

State of Florida

County of Alachua

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☑ online notarization, this 25, day of July, 2025 by Chairuddin Tjong, as Owner for _____.

Signature of Notary Public

Flor A Fisher
Print/Type/Stamp Commissioned Name of Notary

Personally Known ☐ OR Produced Identification ☒

Type of Identification Produced FL DL.

FLOR A. FISHER
Notary Public
State of Florida
Comm# HH279115
Expires 6/21/2026

Revised 10/9/24

Permit No. _____

INFORMATION REGARDING ALCOHOLIC BEVERAGE LOCATION PERMITS

When applying for a permit an applicant may seek more than one type of location permit for the same location, as described in the application form.

A location permit granted by the City may be granted to an individual, group of individuals or any legal entity recognized by the State of Florida, but any such permit granted shall not be transferable to another party or to a location other than that described in the original application.

A public hearing is required to be held by the city council for new location permits. If a location permit was issued after January 1, 2008, the building director may approve the request without the requirement for a public hearing.

The building director may approve or deny a location permit pursuant to Section 6-33(g):

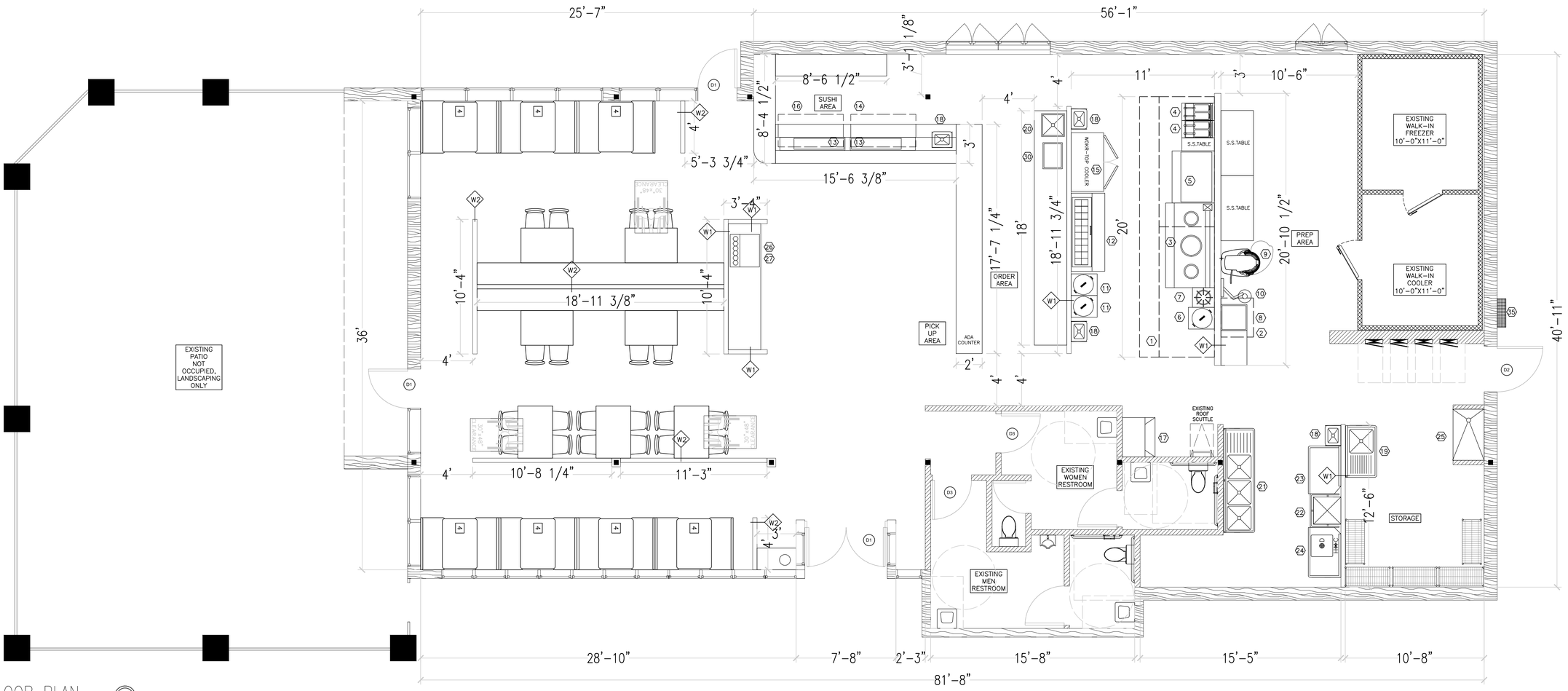
(1) A bona fide nonprofit civic organization for on-premise consumption for a special event;
(2) An existing site with a location permit changing ownership;
(3) An existing site with a location permit changing the type of permit; or
(4) A former site with a location permit issued after January 1, 2008, seeking a new permit.

Applicants requesting on-premise consumption outside an enclosed building shall submit an application for a public hearing. A site plan must be submitted with the application and shall be reviewed by the building, planning and fire departments. The notice for the public hearing shall conform to the requirements as indicated in Section 3-25, paragraph (c). At the public hearing, the city council shall consider this request as a separate issue and shall be guided by the criteria listed below:

(1) The size and location of the portion of property to be used for outside consumption;
(2) Ingress/egress to the outside area;
(3) The proximity of the outside area to schools, churches, public recreation areas, public buildings and areas of public assembly, taking into consideration noise and light intrusion;
(4) The proximity of the outside area to established residential areas, taking into consideration noise and light intrusion;
(5) The proximity of the establishment to other establishments operating outside consumption;
(6) Hours of operation; and
(7) Screening and buffering.

Excessive or disturbing noise is a violation of Section 34-171 of the City's Code of Ordinances. The Ocala Police Department may terminate any event which is considered to be in violation of this code. A fine may be imposed for contravention of the noise regulation.

_____
Signature



FLOOR PLAN

SCALE: 1/4"=1'-0"

TAG LEGENDS	WALL TYPE SCHEDULE
D# DOOR TYPE TAGS(SCHEDULE SEE A4)	NEW FIRE WALL
W# WALL TYPE TAGS(DETAIL SEE A4)	NEW WALL
# EQUIPMENT SCHEDULE	EXISTING WALL

FINISH SCHEDULE				
	TOE BASE COVING	FLOOR	CEILING	WALL
DINING AREA	CERAMIC TILE.	CERAMIC TILE.	EXISTING OPEN CEILING	GYPSUM FIRECODE PAINTED W/2-COATS OF EPOXY PAINT.
SUSHI AREA	CERAMIC TILE.	CERAMIC TILE.	DRY WALL CEILING, NON-PERFORATED,NON-FISSURED, SMOOTH, WASHABLE, LIGHT-IN COLOR. VINYL FINISH.	GYPSUM FIRECODE PAINTED W/2-COATS OF EPOXY PAINT.
TOILET ROOM	CERAMIC TILE.	CERAMIC TILE.	EXISTING DRY WALL CEILING, NON-PERFORATED,NON-FISSURED, SMOOTH, WASHABLE, LIGHT-IN COLOR. VINYL FINISH.	CERAMIC TILE FINISHED 4 FEET A.F.F. ,GYPSUM FIRECODE PAINTED W/2-COATS OF EPOXY PAINT.
KITCHEN AND SALES AREA	QUARRY TILE.	QUARRY TILE.	2X4 LAY-IN ACOUSTICAL CEILING, NON-PERFORATED,NON-FISSURED, SMOOTH, WASHABLE, LIGHT-IN COLOR. VINYL FINISH.	STAINLESS STEEL BEHIND HOOD AREA AND FRP PANELING IN OTHER AREA.

FINISH NOTES:

1. ALL FINISHED SURFACES SHALL BE SMOOTH, EASILY CLEANABLE AND NON ABSORBENT.
2. ALL DAMAGE CREATED OR DISCOVERED IN THE PROCESS OF THE CONSTRUCTION PHASE OF THE PROJECT SHALL BE PROPERLY REFINISHED IN AN APPROVABLE MANNER.
3. ALL SURFACE PENETRATIONS, CRACKS AND CREVICES ARE TO BE SEALED TO ELIMINATE VERMIN HARBORAGE AREAS.
4. ALL PLUMBING PIPES, ELECTRICAL CONDUITS, GAS LINES, ETC. SHALL BE KEPT WITHIN THE WALL CAVITIES, ABOVE THE CEILING OR UNDER THE FLOOR. IF THE GAS LINE MUST BE RUN OUTSIDE OF THE WALLS, THEN A CLEANALBE BRACKET MUST BE USED THAT WILL BRACE THE PIPE AT LEAST 1" OF THE WALL AND AT LEAST AT 12" OFF THE FLOOR.
5. UTILITY LINES SHOULD BE STUBBED OUT OF THE WALLS, FLOORS OR CEILINGS AT EACH PIECE OF EQUIPMENT SERVED.

EQUIPMENT SCHEDULE

NO.	QTY.	DESCRIPTION	MANUFACTURE	MODEL	U.L.N. S.F.	ELECTRICAL VOLT	PHS.	HP.	KW.	GAS SIZE	BTUH	WATER C.W.	H.W.	WASTE DIR.	IND.
1	2	HOOD	ECON AIRE		U.L.										
2	1	HOOD	ECON AIRE		U.L.										
3	1	CHINESE WOK	WIN SUPPLY	WR-300	N.S.F.					3/4"	300,000 BTU	3/4"			3"
4	2	DEEP FRYER	PTICO	SG-14	N.S.F.					3/4"	110,000 BTU				
5	1	GRIDDLE	COOKING PERFORMANCE	GM-CPG-48-NL	N.S.F.					3/4"	120,000 BTU				
6	1	RICE COOKER	RINNAI	RER55AS	N.S.F.					1/2"	35,000 BTU				
7	1	SOUP STOVE	COOKING PERFORMANCE	CPG-SP-18-N	N.S.F.					3/4"	80,000 BTU				
8	1	DONUT FRYER	BELSHAW	724CG-120V-NG	N.S.F.	120	1	1/3		3/4"	60,000 BTU				
9	1	MIXER	ADMIRAL CRAFT	BDPM-60	N.S.F.	208	3		2.08						
10	1	DOUGH DEPOSITOR	BELSHAW ADMATIC	TYPE F	N.S.F.	115	1		0.57						
11	2	RICE WARMER	AVANTCO	RCSA60	N.S.F.	120	1	1/3	1.55						
12	1	SANDWICH UNIT	AVANTCO	APT-72M-HC	N.S.F.	115	1	1/3	0.59						
13	2	SUSHI CASE	HOSHIZAKI	HNC-120BA-R-SLH	N.S.F.	115	1		0.36						
14	1	UNDER FREEZER	AVANTCO	SS-UC-48F-HC	N.S.F.	115	1	1/3	0.58						
15	1	UNDER COOLER	AVANTCO	SS-UC-72R-HC	N.S.F.	115	1	1/3	0.58						
16	1	UNDER COOLER	AVANTCO	SS-UC-48R-HC	N.S.F.	115	1	1/3	0.58						
17	1	ICE MAKER	MANITOWOC	S850 & B570	N.S.F.	120	1		2.35			1/2"			3"
18	4	HAND SINK	REGENCY	600HS12SP	N.S.F.							1/2"	1/2"	2"	
19	1	PREP SINK	REGENCY	600S124241G	N.S.F.							1/2"	1/2"		3"
20	1	DROP-IN PREP SINK	REGENCY	600DI2012	N.S.F.							1/2"	1/2"		3"
21	1	3-COMP. SINK	REGENCY	600S324242G	N.S.F.							3/4"	3/4"		3"
22	1	DISHWASHER	JACKSON	CONSERVER XL	N.S.F.	115	1		1.52			1/2"	1/2"		3"
23	1	CLEAN TABLE	EAGLE	CDTL-48-16/4	N.S.F.										
24	1	SOILED TABLE	EAGLE	SDTR-48-16/4	N.S.F.										
25	1	MOP SINK	EXISTING		N.S.F.							1/2"	1/2"	2"	
26	1	ICE MAKER	MANITOWOC	KM-1340MWJ	N.S.F.	208	1		2.35			1/2"			3"
27	1	SODA DISP.	PROVIDE BY COCA-COLA		N.S.F.							1/2"			
28	1	WALK-IN FREEZER	EXISTING	10'-0" X 11'-0"	N.S.F.	208	1	1/3	1.52						
29	1	WALK-IN COOLER	EXISTING	10'-0" X 11'-0"	N.S.F.	208	1	1/3	1.52						
30	1	ICE BIN	REGENCY		N.S.F.										
31	1	COUNTER		CUSTOM											
32		WALL MOUNTED SHELVE(Stainless Steel)	EAGLE	PWE-14-3S	N.S.F.										
33	LOT	TABLE(Stainless Steel)	EAGLE	T3036, T3072	N.S.F.										
34	LOT	SHELVE(Stainless Steel)	EAGLE	1842S	N.S.F.										
35	1	WATER HEATER	RINNAI	CU199	N.S.F.					3/4"	199,000 BTU	3/4"	3/4"		

DESIGN:
GREENLOGIC, LLC
P.O.BOX 678 GOTHA
FLORIDA, 34734 (407)
808-1816 CA# 30527 A&E

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ALLEN LIANG USING A DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND ALL SIGNATURES MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ALLEN G LIANG PE# 54049

SIGN & SEAL

PROJECT: KOTO HIBACHI EXPRESS
3811 S.W. COLLEGE ROAD
OCALA, FL 34474

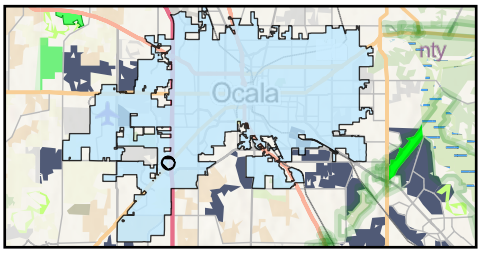
SHEET TITLE: FLOOR PLAN

APPROVAL / DATE / PRELIM. / CONSTRUCTION / PERMIT

REVISION
1
2
3
4
5
6
7

PROJECT TYPE:	RENOVATION
SCALE	AS SHOWN
ISSUED DATE:	08-07-2024
DRAWN BY:	A.FENG
CHECKED BY:	A.LIANG
SHEET	A1

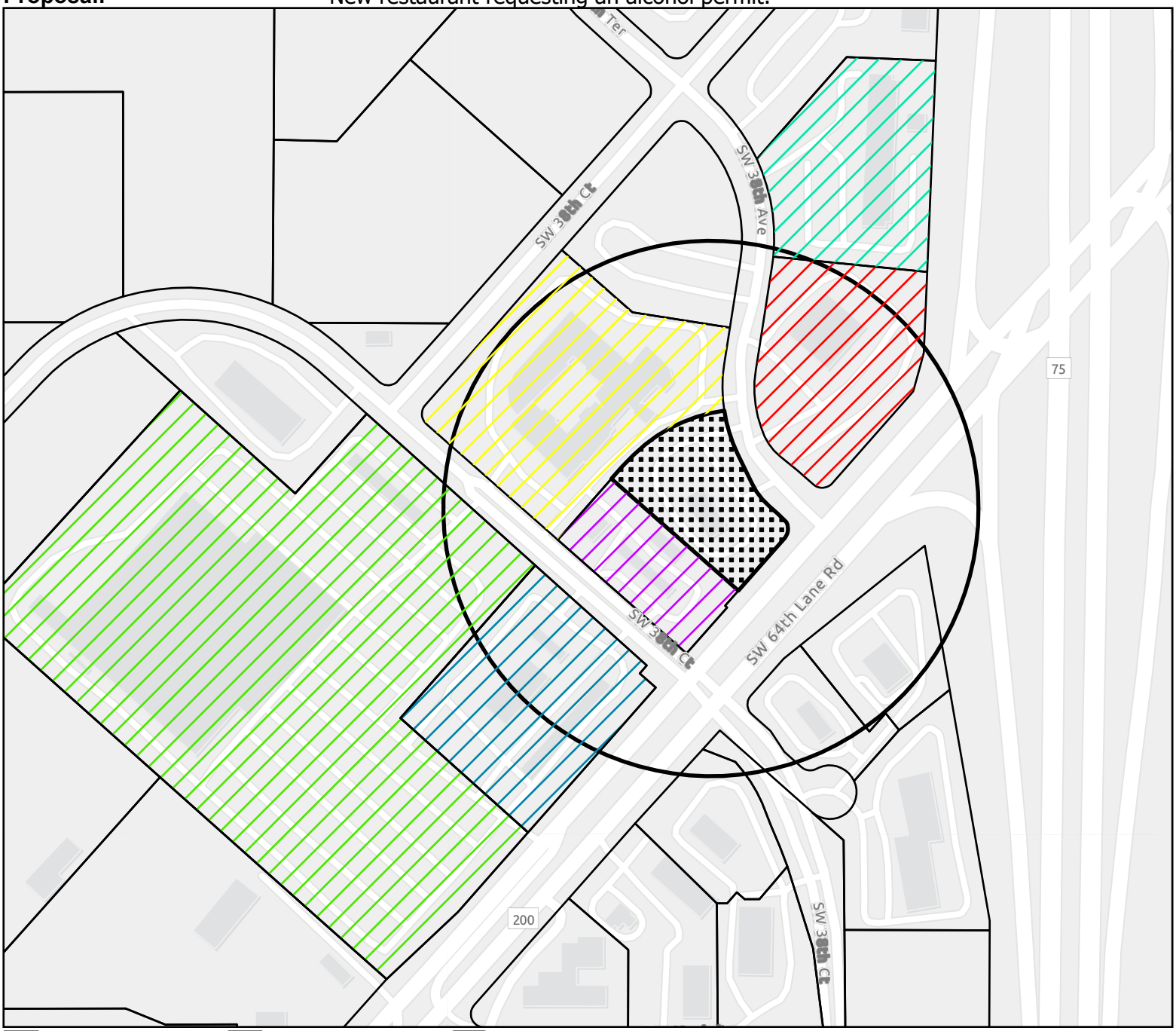
CASE MAP



Case Number: AL25-0537

Parcel: 2388-002-000
Business Name: Koto Hibachi Express Sushi and Bubble Tea

Property Size: 1.28 Acres
Land Use Designation: Low Intensity
Zoning: B2, Community Business
Proposal: New restaurant requesting an alcohol permit.



Best Western
Courtyard Ocala
Cracker Barrel
Marathon
Circle K
Sam's Club
KotoHibachi
Parcels

0 275 550 1,100 Feet

N

OCALA

This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries. All GIS data which is provided by the City of Ocala should be considered a generalized spatial representation which may be subject to revisions. The feature boundaries are not to be used to establish legal boundaries.For specific information contact the appropriate City of Ocala department or agency.

Ocala Police Department
402 S. Pine Avenue
Ocala, FL 34471

Location Report

08/04/2023 to 08/04/2025

3811 SW College Rd

Incident #	Location		Date	Agency
Battery				
202300118804	3811 SW College Rd	Burger King # 5847	08/12/2023	OPD
Total for Type	**1**			
Citizen Assist				
202300162903	3811 SW College Rd	Burger King 5847	11/06/2023	OPD
Total for Type	**1**			
Field Interrogation Rpt				
202300118972	3811 SW College Rd	Burger King 5847	08/13/2023	OPD
202400155351	3811 SW College Rd	Burger King 5847	11/24/2024	OPD
Total for Type	**2**			
Private Property Tow				
202500075964	3811 SW College Rd	Burger King 5847	05/21/2025	OPD
Total for Type	**1**			
Security Duty				
202500080828	3811 SW College Rd	Burger King 5847	05/30/2025	OPD
202500089728	3811 SW College Rd	Burger King 5847	06/14/2025	OPD
202500098027	3811 SW College Rd	Burger King 5847	06/29/2025	OPD
202300142834	3811 SW College Rd	Burger King 5847	09/28/2023	OPD
202400000242	3811 SW College Rd	Burger King 5847	01/01/2024	OPD
202400131031	3811 SW College Rd	Burger King 5847	10/03/2024	OPD
202400131059	3811 SW College Rd	Burger King 5847	10/03/2024	OPD
Total for Type	**7**			
Suspicious Vehicle				
202400031243	3811 SW College Rd	Burger King 5847	03/04/2024	OPD
202400130793	3811 SW College Rd	Burger King 5847	10/03/2024	OPD
202400160176	3811 SW College Rd	Burger King 5847	12/05/2024	OPD
Total for Type	**3**			
Trespass Warning				
202300187915	3811 SW College Rd	Burger King 5847	12/25/2023	OPD
Total for Type	**1**			
Total Calls for Service		**16**		

File #: 2025-2031 Agenda Item #: 9b.

Submitted By: Michelle Taylor

Presentation By: Endira Madraveren

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Sale of beer, wine and liquor for on-premises consumption for Shelijen, LLC, doing business as, Staybridge Suites Ocala located at 4627 NW Blitchton Rd (Parcel 21509-001-02)(Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:

Staybridge Suites Ocala is requesting permission for the sale of beer, wine, and liquor at 4627 NW Blitchton Rd. (Parcel #21509-001-02).

- **Applicant:** Shelijen, LLC d/b/a Staybridge Suites Ocala
- **Property Owner:** Shelijen, LLC
- **Address:** 4627 NW Blitchton Rd
- **Building area:** 99,094 square feet
- **Seats/employees:** 57 seats / two employees
- **Required parking:** 20 spaces
- **Provided parking:** 158 spaces
- **Outside Sound:** No
- **Police Presence:** None, this is a new building
- **Request:** 4COP - The purpose of this permit is to allow the sale of beer, wine and liquor for on-premises consumption for Shelijen, LLC d/b/a Staybridge Suites Ocala. The hours will be Monday through Sunday from 5 p.m. to 1 a.m. (*Code of Ordinances Section 6-5 limits the hours and times during which alcoholic and intoxicating beverages may be sold, consumed or served, or permitted to be served or consumed, in any place or on any premises defined as a business establishment as follows: for each day of the week except Sunday, between the hours of 7 a.m. and 2 a.m. the following day. On Sunday, Alcoholic beverages may be sold for consumption on the premises only, between the hours of 11 a.m. and 2 a.m. on Monday; and beer, ale, and wine may be sold in sealed*

containers for consumption off the premises only, between the hours of 7 a.m. on Sunday and 2 a.m. on Monday.)

- Staff requested comments from the Engineering, Growth Management, Police, and Fire Departments and asked for legal review by the City Attorney. None of these departments objected to this request.

FINDINGS AND CONCLUSIONS:

This request is for a provisional location permit, subject to the applicant satisfying the requirements of the City's Code of Ordinances Section 6-32(d) to obtain their appropriate state-issued license.

Proximity to schools, churches, and daycare centers: There are none within the 500-foot radius.

Proximity to other alcohol beverage establishments: Two exist within the 500-foot radius.

- Publix, 3PS
- Market at Ocala Shopping Center, 3PS

Staff recommends approval.

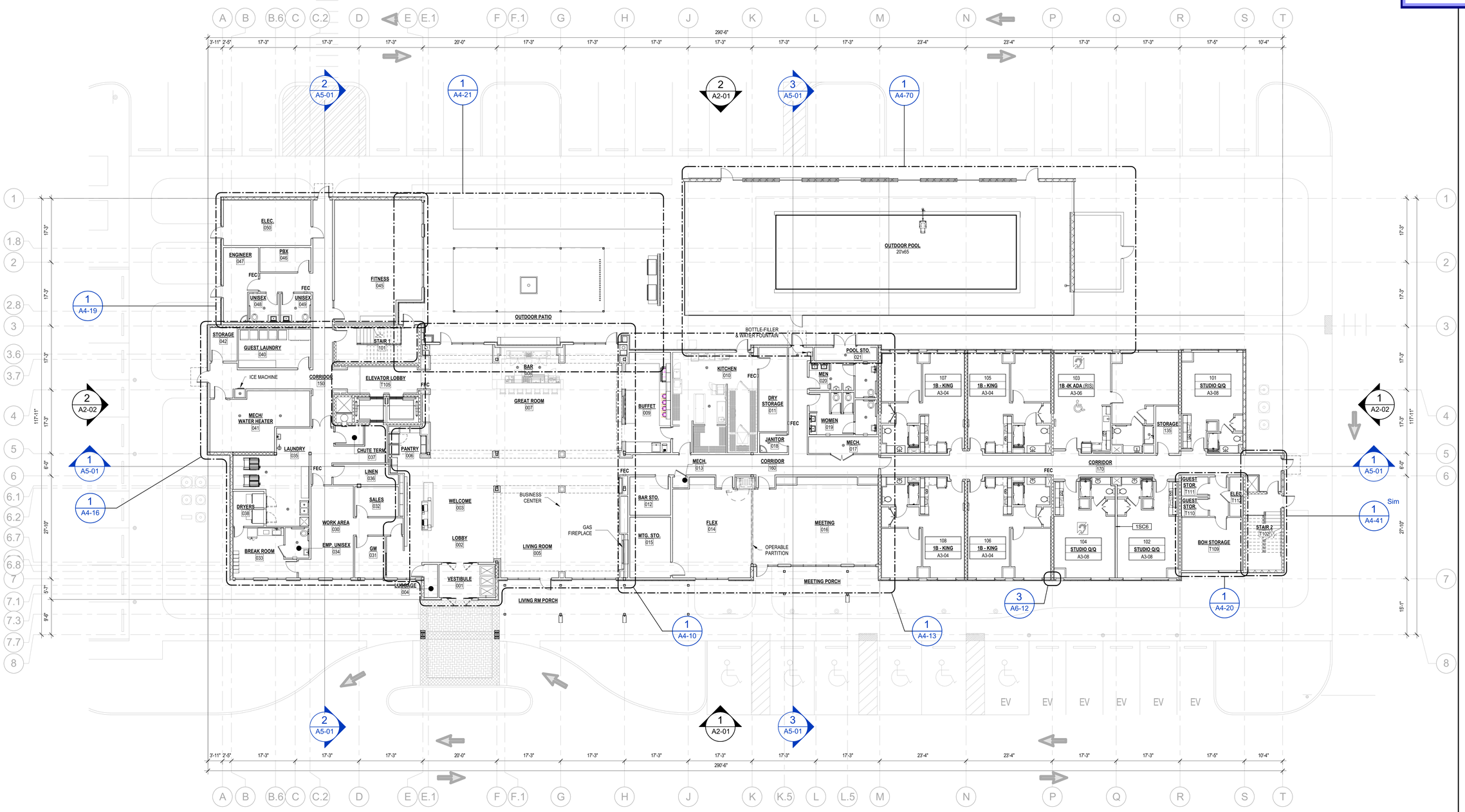
FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
This agenda item will be reviewed by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes
- Table
- Deny



1 OVERALL PLAN - LEVEL 01
3/32" = 1'-0"

GENERAL NOTES

1. ALL CONSTRUCTION IS INTENDED TO BE IN CONFORMANCE W/ FEDERAL & STATE LAWS, CURRENT LOCAL ORDINANCES & BUILDING CODES, & ACCESSIBILITY CODES.
2. AUTOMATIC FIRE SPRINKLER SYSTEM MUST BE REVIEWED AND APPROVED BY THE AUTHORITY HAVING JURISDICTION.
3. FIRE ALARM SYSTEM IS REQUIRED. SYSTEM MUST BE REVIEWED AND APPROVED BY THE FIRE DEPARTMENT.
4. CONTRACTOR TO VERIFY ALL DIMENSIONS W/ MANUFACTURER ON FIXTURES AND EQUIPMENT SUPPLIED, PRIOR TO CONSTRUCTION.
5. REFER TO SHEET FOR PATIO AND FRONT PORCH.
6. REFER TO ENLARGED UNIT PLANS FOR UNIT DOOR NUMBERS.
7. WINDOWS WITHIN 24" OF DOOR TO BE SAFETY GLASS. ALL GLAZING IN HAZARDOUS LOCATIONS SHOULD BE TEMPERED FOR IMPACT RESISTANCE. ALL GLASS WITHIN 18" FROM FLOOR, WITHIN 24" ARC FROM DOORS EDGE, AND IF BOTTOM EDGE OF GLAZING IS LESS THAN 60" ABOVE THE WALKING SURFACE, SUCH GLASS SHOULD BE TEMPERED.
8. BLOCKING IS REQUIRED FOR ANY WALL HUNG EQUIPMENT, TOILET ACCESSORIES, SHELVING, SHOWER SEAT, EXTERIOR LIGHT FIXTURES, ETC.
9. REFER TO ENLARGED PLANS FOR ADDITIONAL INFORMATION INCLUDING DIMENSIONS.
10. WALL MOUNTED GRILLES OR LOUVERS WITHIN GUESTROOM CORRIDORS TO BE SP-PT-8. WALL MOUNTED GRILLES OR LOUVERS WITHIN PUBLIC AREAS TO BE SP-PT-2.
11. FOR DOOR FINISHES, REFER TO DOOR SCHEDULE.

REVIEWED
For Code Compliance
City of Ocala Growth Management
BLD23-1224 10/31/23

CITY OF OCALA:

ARCHITECT:

ELEVATE architecture studio
1775 THE EXCHANGE SE | SUITE 530 | ATLANTA, GEORGIA 30339
PHONE: 404.394.8662
WWW.ELEVATEARCHITECT.COM

SEAL:

Hitesh Patel
2023.09.11
10:47:17-04'00'
STATE OF FLORIDA HITESH H. PATEL AR102460 REGISTERED ARCHITECT

ISSUED FOR CONSTRUCTION

DEVELOPMENT:

STAYBRIDGE SUITES
AN IHG® HOTEL
PARCEL NO. 21509-001-02
NW 46TH TERRACE
OCALA, FLORIDA 34482

OWNER:

HDG Hotel Development & Management Group
125 NE 1ST AVE.
SUITE 1
OCALA, FLORIDA 34470

CONSULTANT:

ISSUANCES:

DATE	DESCRIPTION	MARK
10/28/2022	SCHEMATIC DESIGN	
01/26/2023	DESIGN DEVELOPMENT	
05/12/2023	BUILDING PERMIT ISSUANCE	

ELEVATE PROJECT NUMBER: 22-21.01

SHEET TITLE:

OVERALL PLAN - LEVEL 01

SHEET NUMBER:

A1-01

R100002632

GEORGE ALBRIGHT
MARION COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ORIGINAL

REAL ESTATE

4003380.0000

ACCOUNT NUMBER	EX-TYPE	ESCROW	MARKET VALUE	EXEMPTIONS	TAXABLE VALUE	MILL CD
R21509-001-02 2024			1,328,580	* NONE *	* SEE BELOW *	1005

Scan with your smartphone

SHELIJEN LLC
125 NE FIRST AVE STE 1
OCALA FL 34470-6675

SEC 03 TWP 15 RGE 21 PLAT BOOK
014 PAGE 197 FOXWOOD III LOT 2

Acres: 6.1000
4627 NW BLITCHTON RD OCALA

TAXES BECOME DELINQUENT APRIL 1st

AD VALOREM TAXES

TAXING AUTHORITY		MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAXES LEVIED
COUNTY	GENERAL COUNTY	3.3500	584,575	0	584,575	1,958.33
	FINE & FORFEITURE	.8300	584,575	0	584,575	485.20
	COUNTY HEALTH	.1100	584,575	0	584,575	64.30
SCHOOL	SCHOOL R.L.E.	3.0750	1,328,580	0	1,328,580	4,085.38
	SCHOOL VOTE	1.0000	1,328,580	0	1,328,580	1,328.58
	SCHOOL DISCRETIONARY	.7480	1,328,580	0	1,328,580	993.78
	SCHOOL CAPITAL IMPR	1.5000	1,328,580	0	1,328,580	1,992.87
WATER	SWF WATER MANAGEMENT DIST	.1909	584,575	0	584,575	111.60
MUNIC	OCALA BASIC	6.6177	584,575	0	584,575	3,868.54

COUNTY ASSESSED: 584,575 SCHOOL ASSESSED: 1,328,580

EXEMPTION:NONE

TOTAL MILLAGE 17.4216 AD VALOREM TAXES 14,888.58

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY		PURPOSE	RATE/BASIS	AMOUNT
X905	OCALA FIRE	VACANT	PER ASMT UNIT	55.69
			NON AD VALOREM ASSESSMENTS:	55.69

(See Boxes Below for Payment DISCOUNT If Paid By...) **COMBINED TAXES AND ASSESSMENTS Due By March** 14,944.27

NOV 30 2024	DEC 31 2024	JAN 31 2025	FEB 28 2025	MAR 31 2025	PastDue Apr 1
14,346.50	14,495.94	14,645.38	14,794.83	14,944.27	15,392.60

SEE REVERSE SIDE FOR INSTRUCTIONS PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

GEORGE ALBRIGHT
MARION COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

REAL ESTATE

4003380.0000

ORIGINAL R100002632

TOTAL TAXES IF PAID BY

NOV 30 2024	DEC 31 2024	JAN 31 2025	FEB 28 2025	MAR 31 2025	PastDue Apr 1
14,346.50	14,495.94	14,645.38	14,794.83	14,944.27	15,392.60

ACCOUNT NUMBER	EX TYPE	ESCROW	MILL CD
R21509-001-02 2024			1005

REMIT U.S. FUNDS TO: GEORGE ALBRIGHT, TAX COLLECTOR
PO BOX 970 OCALA FL 34478 PHONE (352) 368-8200

MARKET VALU	1,328,580	TAXES	14,888.58
COUNTY ASMT	584,575	SP. ASMT	55.69
COUNTY TXBL	584,575		
SCHOOL ASMT	1,328,580		
SCHOOL TXBL	1,328,580		

3 15 21

SEC 03 TWP 15 RGE 21 PLAT BOOK
014 PAGE 197 FOXWOOD III LOT 2

R21509-001-02 2024
SHELIJEN LLC
125 NE FIRST AVE STE 1
OCALA FL 34470-6675

0000000000 0001494427 2024040033800000 0001 0

ALCOHOL PERMIT

- Public Hearing - $350.00 for new location + $50.00 Sign Deposit (Refundable after the council hearing and if sign is in the same condition as when posted.)

- Change of ownership/leaseholder - $200.00

1. Name of Applicant(s): Shelijen, LLC
(Must be identical to applicant name provided on the State of Florida Alcohol Beverage License application made by the applicant pursuant to Florida Statute, §561.17. Any variation will automatically void any issued location permit.)

Address of Applicant(s): 4627 NW Blitchton Road

City Ocala State FL Zip Code 34482 Phone # 352-867-1347

Fax # _____ Email address legacyinvoices@hdghotels.com

2. Form of Applicant Business: (Check one)
- Florida corporation _____
- Foreign corporation _____
- Partnership _____
- ✓ LLC Partnership
- Sole Proprietorship _____
- Other: _____
- (Specify type and State of organization) _____

3. Partners: (Names of all partners in partnership and percentage financial interest of each Partner) [Attach additional pages if necessary]

Navroz Saju 51%

Oak Spring Inc 49%

Permit No. _____

4. Corporate Officers: (Names of all corporate officers and shareholders and percentage financial interest of each shareholder of the outstanding corporate stock if a Florida or Foreign Corporation or LLC) {Shareholder information not required for publicly traded corporations} [Attach additional pages if necessary]

N/A

5. Name under which business will be conducted:
STAY BRIDGE SUITES OCALA

6. Is there a business there now? Yes

If yes, name of business: Staybridge Suites Ocala

7. a. Location Address: 4627 NW Blitchton Road

City Ocala State FL Zip Code 34482

. b. Parcel account number(s) [from tax roll]: R21509-001-02

c. Section 03 Township 15 Range 21 Size of Property _____

d. Legal Description: (Please attach)

NOTE: It shall be the applicant's responsibility to provide the correct legal description for the subject property. The application will not be processed until a correct legal description is provided.

8. Business mailing address: 125 NE First Avenue Suite#1

City Ocala State FL Zip Code 34470 Phone # 352-867-1347

Fax # _____ Email address legacyinvoices@hdghotels.com

9. Hours of Operation: 5 PM to 1: 00am

Permit No. _____

10. Permit use description:
    - [ ] on premises consumption/bar
    - [x] on premises consumption/restaurant
    - [ ] on premises consumption/outside enclosed building
    - [ ] off premises consumption
    - [ ] on and off premises consumption

11. State License Type (specify): 4COP | SPECIAL MOTEL | HOTEL

12. Property Owner: Shelijen, LLC

    Property owner's address: 125 NE First Avenue Suite#1

    City Ocala State FL Zip Code 34470 Phone # 352-867-1347

    Fax # _____ Email address navroz.saju@hdghotels.com

13. The following items are required to complete this application, prior to advertisement (required for a public hearing in order to issue a location permit for profit special events):

    a. If applicant is not the property owner, attach written consent from owner for application; also, if owner's name does not appear on the Marion County tax rolls, please attach a copy of the deed showing owner's title.

    b. Business owner's signature notarized; also signature of agent, if applicable.

    c. The appropriate fee in cash, Visa, MasterCard or check (Payable to the City of Ocala).

    d. Must provide to the Planning & Zoning Division a copy of the vendor's state issued Alcoholic beverage license within a period of 90 days of alcohol permit approval or the alcohol permit will be automatically voided and of no legal effect.

    e. A sketch or a drawing will need to be submitted that reflects the:
    - Ingress/Egress to the building
    - The number of parking spaces
    - The building square foot

    f. If on premise consumption:
    - How many stools/seats will be provided in the establishment? 57
    - What is the square footage of the building? 99,094
    - How many employees will you have on maximum shift? 2
    - How many parking spaces are there? 158

Permit No. _____

ATTENDANCE at the public hearing by the applicant or agent (as designated in writing) **IS MANDATORY**

I, Navroz Saju, being first duly sworn, affirm and say that I understand that my request will not be considered unless all the information required by this application is submitted. I further certify that all statements made in this application are true to the best of my knowledge and that any incorrect information will void the location permit, if issued.

Applicant, Business or Agent's Signature **(Must be actual applicant if sole proprietorship, partner if applicant is partnership or corporate Officer if applicant is corporation)**

Navroz Saju

Printed Name

125 NE First Avenue Suite#1

Address

Ocala FL 34470

City, State, Zip Code

State of Florida

County of Marion

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 20, day of August, 2025, by Navroz Saju, as Managing Member for Shelijen, LLC.

Gabriela Poineau

Signature of Notary Public

Gabriela Poineau

Print/Type/Stamp Commissioned Name of Notary

Personally Known ☑ OR Produced Identification ☐

Type of Identification Produced _____

GABRIELA POINEAU
MY COMMISSION # HH 564148
EXPIRES: January 13, 2026

Permit No. _____

INFORMATION REGARDING ALCOHOLIC BEVERAGE LOCATION PERMITS

When applying for a permit an applicant may seek more than one type of location permit for the same location, as described in the application form.

A location permit granted by the City may be granted to an individual, group of individuals or any legal entity recognized by the State of Florida, but any such permit granted shall not be transferable to another party or to a location other than that described in the original application.

A public hearing is required to be held by the city council for new location permits. If a location permit was issued after January 1, 2008, the building director may approve the request without the requirement for a public hearing.

The building director may approve or deny a location permit pursuant to Section 6-33(g):

(1) A bona fide nonprofit civic organization for on-premise consumption for a special event;
(2) An existing site with a location permit changing ownership;
(3) An existing site with a location permit changing the type of permit; or
(4) A former site with a location permit issued after January 1, 2008, seeking a new permit.

Applicants requesting on-premise consumption outside an enclosed building shall submit an application for a public hearing. A site plan must be submitted with the application and shall be reviewed by the building, planning and fire departments. The notice for the public hearing shall conform to the requirements as indicated in Section 3-25, paragraph (c). At the public hearing, the city council shall consider this request as a separate issue and shall be guided by the criteria listed below:

(1) The size and location of the portion of property to be used for outside consumption;
(2) Ingress/egress to the outside area;
(3) The proximity of the outside area to schools, churches, public recreation areas, public buildings and areas of public assembly, taking into consideration noise and light intrusion;
(4) The proximity of the outside area to established residential areas, taking into consideration noise and light intrusion;
(5) The proximity of the establishment to other establishments operating outside consumption;
(6) Hours of operation; and
(7) Screening and buffering.

Excessive or disturbing noise is a violation of Section 34-171 of the City's Code of Ordinances. The Ocala Police Department may terminate any event which is considered to be in violation of this code. A fine may be imposed for contravention of the noise regulation.

_____
Signature

299

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

ONLINE SERVICES

Apply for a License
Verify a Licensee
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

8:33:51 AM 8/21/2025

Licensee Information

Name:	**SHELITEN LLC** (Primary Name) **STAYBRIDGE SUITES OCALA** (DBA Name)
Main Address:	**125 NE FIRST AVE STE #1** **OCALA Florida 34470**
County:	**MARION**
License Mailing:	**125 NE FIRST AVE STE #1** **OCALA FL 34470**
County:	**MARION**
License Location:	**4627 NW BLITCHTON RD** **OCALA FL 34482**
County:	**MARION**

License Information

License Type:	**Hotel**
Rank:	**Hotel**
License Number:	**HOT5202487**
Status:	**Current,Active**
Licensure Date:	**08/20/2025**
Expires:	**06/01/2026**

Special Qualifications	Qualification Effective
Marion JUN	**08/20/2025**
101-200 UNITS	**08/20/2025**

Alternate Names

View Related License Information
View License Complaint
View Recent Inspections

R100002632

GEORGE ALBRIGHT
MARION COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ORIGINAL

REAL ESTATE

4003380.0000

ACCOUNT NUMBER	EX-TYPE	ESCROW	MARKET VALUE	EXEMPTIONS	TAXABLE VALUE	MILL CD
R21509-001-02 2024			1,328,580	* NONE *	* SEE BELOW *	1005

Scan with your smartphone

SHELIJEN LLC
125 NE FIRST AVE STE 1
OCALA FL 34470-6675

SEC 03 TWP 15 RGE 21 PLAT BOOK
014 PAGE 197 FOXWOOD III LOT 2

Acres: 6.1000
4627 NW BLITCHTON RD OCALA

TAXES BECOME DELINQUENT APRIL 1st — **AD VALOREM TAXES**

TAXING AUTHORITY		MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAXES LEVIED
COUNTY	GENERAL COUNTY	3.3500	584,575	0	584,575	1,958.33
	FINE & FORFEITURE	.8300	584,575	0	584,575	485.20
	COUNTY HEALTH	.1100	584,575	0	584,575	64.30
SCHOOL	SCHOOL R.L.E.	3.0750	1,328,580	0	1,328,580	4,085.38
	SCHOOL VOTE	1.0000	1,328,580	0	1,328,580	1,328.58
	SCHOOL DISCRETIONARY	.7480	1,328,580	0	1,328,580	993.78
	SCHOOL CAPITAL IMPR	1.5000	1,328,580	0	1,328,580	1,992.87
WATER	SWF WATER MANAGEMENT DIST	.1909	584,575	0	584,575	111.60
MUNIC	OCALA BASIC	6.6177	584,575	0	584,575	3,868.54

COUNTY ASSESSED: 584,575 SCHOOL ASSESSED: 1,328,580

EXEMPTION:NONE

TOTAL MILLAGE 17.4216 — AD VALOREM TAXES 14,888.58

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY		PURPOSE	RATE/BASIS	AMOUNT
X905	OCALA FIRE	VACANT	PER ASMT UNIT	55.69
			NON AD VALOREM ASSESSMENTS:	55.69

(See Boxes Below for Payment DISCOUNT If Paid By...) **COMBINED TAXES AND ASSESSMENTS Due By March** 14,944.27

NOV 30 2024	DEC 31 2024	JAN 31 2025	FEB 28 2025	MAR 31 2025	PastDue Apr 1
14,346.50	14,495.94	14,645.38	14,794.83	14,944.27	15,392.60

SEE REVERSE SIDE FOR INSTRUCTIONS PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

GEORGE ALBRIGHT
MARION COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

REAL ESTATE

4003380.0000

ORIGINAL R100002632

TOTAL TAXES IF PAID BY

NOV 30 2024	DEC 31 2024	JAN 31 2025	FEB 28 2025	MAR 31 2025	PastDue Apr 1
14,346.50	14,495.94	14,645.38	14,794.83	14,944.27	15,392.60

ACCOUNT NUMBER	EX TYPE	ESCROW	MILL CD
R21509-001-02 2024			1005

REMIT U.S. FUNDS TO: GEORGE ALBRIGHT, TAX COLLECTOR
PO BOX 970 OCALA FL 34478 PHONE (352) 368-8200

MARKET VALU 1,328,580
COUNTY ASMT 584,575
COUNTY TXBL 584,575
SCHOOL ASMT 1,328,580
SCHOOL TXBL 1,328,580

TAXES 14,888.58
SP. ASMT 55.69

3 15 21

SEC 03 TWP 15 RGE 21 PLAT BOOK
014 PAGE 197 FOXWOOD III LOT 2

R21509-001-02 2024
SHELIJEN LLC
125 NE FIRST AVE STE 1
OCALA FL 34470-6675

0000000000 0001494427 2024040033800000 0001 0

301

PLEASE READ INSTRUCTIONS AND IMPORTANT INFORMATION

This notice covers taxes for the calendar year January 1 through December 31 of the year indicated on the reverse side. Please verify the legal description of the property. If any errors in the description are found, immediately notify the Marion County Property Appraiser at (352) 368-8300.

- If this notice is for property which you have sold, please forward this notice to the new owner(s) or return it to the Tax Collector's Office immediately. If you have sold a portion of this property, please call our office at (352) 368-8200 to request a revised notice.
- Discounts for early payment have been computed for you on the front side of this notice. ***Please pay only one amount.*** If paying by mail, the amount due is determined by **POSTMARK** date through March 31 each year. Please retain the top portion of this notice for your records. Your taxes are not paid until your payment clears the bank. Post dated checks are not accepted.
- On or after April 1, the amount due is determined by the date your payment is **RECEIVED** by the Tax Collector's Office, not the postmark date. On or after May 1, personal or business checks are not accepted. Payment must be in Certified U.S. Funds only.

Schedule of Discounts
4% in November
3% in December
2% in January
1% in February

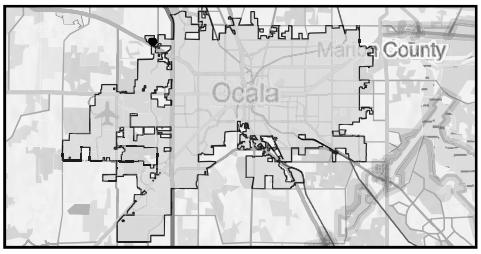
- Taxes and Assessments are due November 1 and become delinquent the following April 1. Once delinquent, the law imposes 3% interest plus advertising costs on all unpaid Real Estate taxes. Tax Certificates will be sold on all unpaid Real Estate parcel accounts on or before June 1, resulting in additional charges. All unpaid Tangible Personal Property taxes will accrue interest at 1½% per month, plus advertising costs and fees. Tax Warrants will be issued on unpaid Tangible Personal Property parcel accounts, which could result in the seizure and sale of your Tangible Personal Property.
- If you received a notice with "DO NOT PAY" printed across the bottom, this is a duplicate notice. A mortgage company has requested your original notice. If your taxes are not escrowed through a mortgage company you may submit payment with the "DO NOT PAY" notice. If your taxes are escrowed and you received the original notice, contact your mortgage company immediately to request they submit payment timely.

RESPONSIBILITIES

Tax Collector:	Responsible for the preparation and mailing of tax notices, and the collection and distribution of taxes based on information certified by the Marion County Property Appraiser and non-ad valorem assessments provided by the Levying Authorities. For further information call (352) 368-8200 or visit our website at www.mariontax.com.
Property Appraiser:	Responsible for the preparation and certification of the current ad valorem tax roll to the Tax Collector. They are also responsible for assessed values, all exemptions, taxable values, assessed owner(s) name and address, address changes and the legal property description. For further information call (352) 368-8300 or visit their website at www.pa.marion.fl.us.
Property Owner:	Responsible for knowing that taxes are due and payable annually and are responsible for ascertaining the amount of current and delinquent taxes and paying them before April 1 of the year following the year in which they are assessed. *(F.S. 197.122)* You should have received a separate tax notice for each property you own. If you have not received one, contact the Tax Collector's Office immediately. You may also obtain parcel account and payment information from our website at www.mariontax.com.
Taxing Authorities:	Responsible for setting ad valorem millage rates.
Levying Authorities:	Responsible for setting non-ad valorem assessments.

For official purpose only, do not write below perforation.

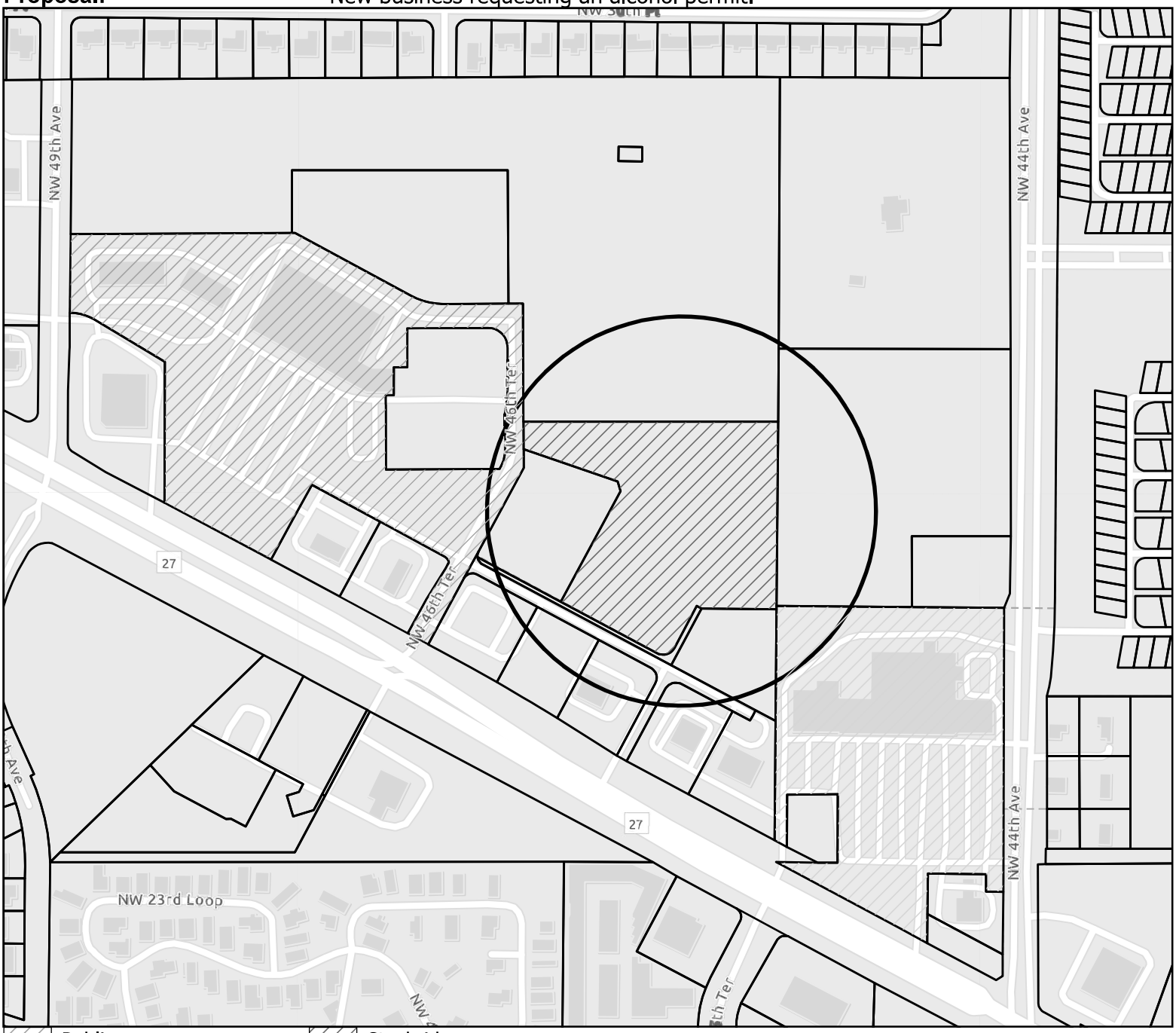
CASE MAP



Case Number: AL25-0633

Parcel: 21509-001-02
Business Name: Staybridge Suites Ocala

Property Size: 6.1 Acres
Land Use Designation: Low Intensity
Zoning: B2, Community Business
Proposal: New business requesting an alcohol permit.



Publix
Staybridge
Market at Ocala Shopping Center
Parcels

0 375 750 1,500 Feet

N

OCALA

This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries. All GIS data which is provided by the City of Ocala should be considered a generalized spatial representation which may be subject to revisions. The feature boundaries are not to be used to establish legal boundaries.For specific information contact the appropriate City of Ocala department or agency.

Prepared by the City of Ocala Growth Management Dep t by ekrepps on 8/27/2025

File #: BR-2025-182 Agenda Item #: 9c.

Submitted By: Tammi Haslam

Presentation By: Tammi Haslam

Department: Budget

STAFF RECOMMENDATION (Motion Ready):
Resolution 2025-182 to adopt the Fiscal Year 2025-26 millage rates for the Downtown Development Districts at the current rates of 1.7185 (District A), 1.6332 (District B), and 1.4699 (District C)

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
Ocala Gazette 09/12/2025

BACKGROUND:
Public hearings were held on September 3, 2025, adopting tentative millage rates and a tentative budget for the Downtown Development Districts of the City of Ocala. The required Truth in Millage advertisements were published in the Ocala Gazette on September 12, 2025. Public hearings will be held on September 16, 2025, at 5:01 p.m. at City Hall Council Chambers, located at 110 S.E. Watula Avenue, to adopt the final millage rates and final budget for the Downtown Development Districts. The final millage rates adopted cannot exceed the tentative rates adopted on September 3, 2025. Highlights of the final budget are as follows:

- The Downtown Development fund budget totals $695,065.
- Anticipated Ad Valorem tax revenue for the three districts totals $157,167.
- The budget is balanced with the following millage rate for each district:
  - District A - 1.7185 mills
  - District B - 1.6332 mills
  - District C - 1.4699 mills

FINDINGS AND CONCLUSIONS:
Per Florida Statutes, Section 200.065, the City Council is required to hold a public hearing to adopt the millage and budget for the Downtown Development Fund of the City of Ocala. The Council, Mayor, City Manager, and all departments have participated in the budget process.

FISCAL IMPACT:

The Fiscal Year 2025-26 budget for the Downtown Development fund to be adopted on September 16, 2025, totals $695,065.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:
Provide alternative direction

RESOLUTION 2025-182

A RESOLUTION ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE DOWNTOWN DISTRICTS A, B, AND C FOR FISCAL YEAR 2025-26

WHEREAS, the City of Ocala, Florida, on September 16, 2025, adopted fiscal year final millage rates for the Downtown Districts A, B, and C during a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Ocala, Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the Downtown Districts A, B, and C has been certified by the Marion County Property Appraiser as:

District A: $48,969,621
District B: $35,002,870
District C: $16,407,811

NOW THEREFORE, BE IT RESOLVED by the City of Ocala, Florida, that:

1. The Fiscal Year 2025-26 operating millage rate for Downtown District A is 1.7185, which is greater than the rolled-back rate of 1.5995 by 7.44%.
2. The Fiscal Year 2025-26 operating millage rate for Downtown District B is 1.6332, which is greater than the rolled-back rate of 1.5175 by 7.62%.
3. The Fiscal Year 2025-26 operating millage rate for Downtown District C is 1.4699, which is greater than the rolled-back rate of 1.3758 by 6.84%.
4. This resolution will take effect immediately upon its adoption.

This resolution adopted this _____ day of _____, 2025.

ATTEST: **CITY OF OCALA**

By:
Angel B. Jacobs
City Clerk

By:
Kristen M. Dreyer
President, Ocala City Council

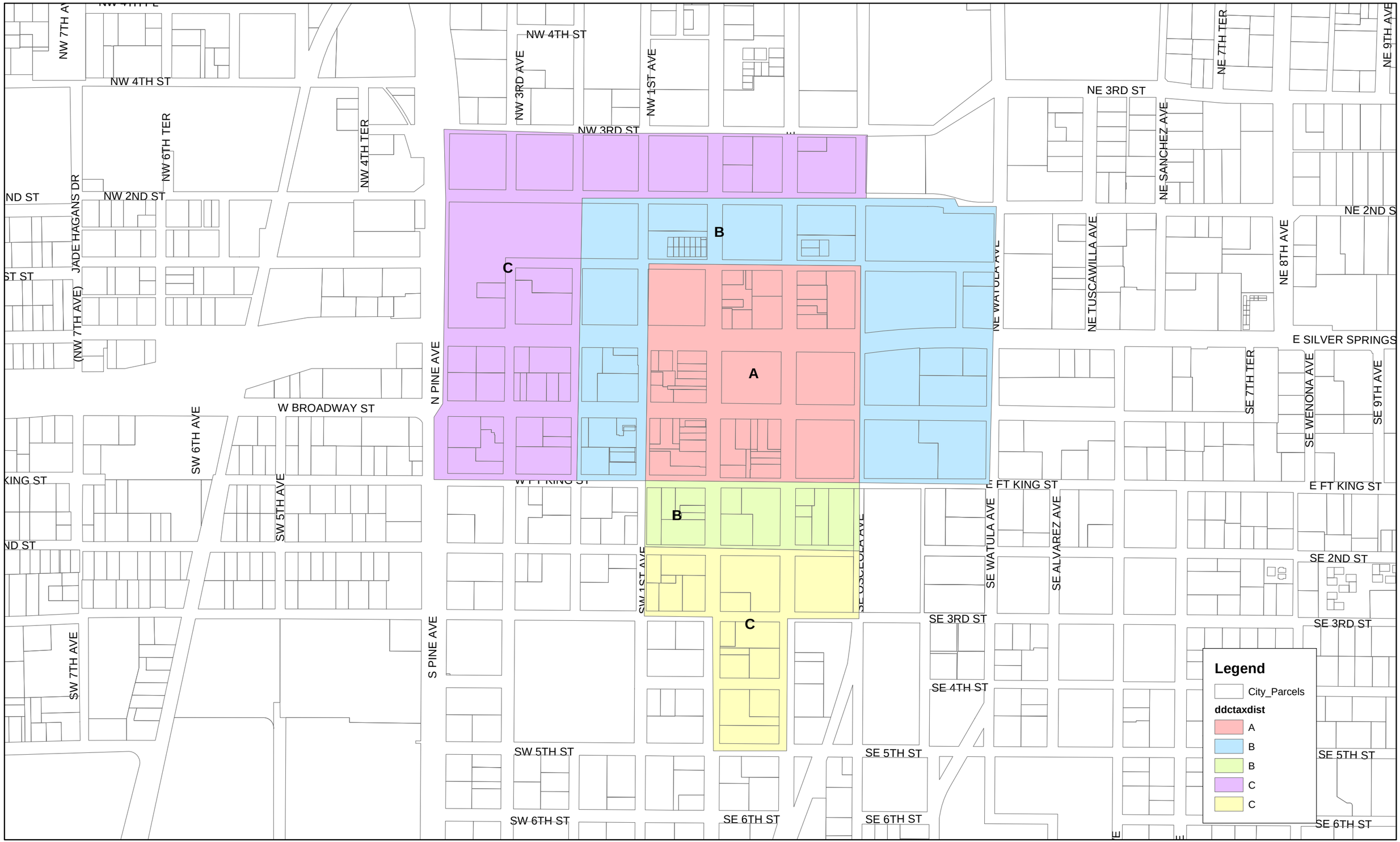
Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

DOWNTOWN TAXING DISTRICTS



File #: BR-2025-183 Agenda Item #: 9d.

Submitted By: Tammi Haslam

Presentation By: Tammi Haslam

Department: Budget

FORMAL TITLE: (Motion Ready):
Budget Resolution 2025-183 to adopt the Fiscal Year 2025-26 budget for the Downtown Development fund in the amount of $695,065

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
Ocala Gazette 09/12/2025

BACKGROUND:
Public hearings were held on September 3, 2025, adopting tentative millage rates and a tentative budget for the Downtown Development Districts of the City of Ocala. The required Truth in Millage advertisements were published in the Ocala Gazette on September 12, 2025. Public hearings will be held on September 16, 2025, at 5:01 p.m. at City Hall Council Chambers, located at 110 S.E. Watula Avenue, to adopt the final millage rates and final budget for the Downtown Development Districts. The final millage rates adopted cannot exceed the tentative rates adopted on September 3, 2025. Highlights of the final budget are as follows:

- The Downtown Development fund budget totals $695,065.
- Anticipated Ad Valorem tax revenue for the three districts totals $157,167.
- The budget is balanced with the following millage rate for each District:
  - District A - 1.7185 mills
  - District B - 1.6332 mills
  - District C - 1.4699 mills

FINDINGS AND CONCLUSIONS:
Per Florida Statutes, Section 200.065, the City Council is required to hold a public hearing to adopt the millage and budget for the Downtown Development fund of the City of Ocala. The Council, Mayor, City Manager, and all departments have participated in the budget process.

FISCAL IMPACT:
The Fiscal Year 2025-26 budget for the Downtown Development fund to be adopted on September 16, 2025,

totals $695,065.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:
Provide alternate direction

BUDGET RESOLUTION 2025-183

A RESOLUTION OF THE CITY OF OCALA, FLORIDA, ADOPTING THE FINAL BUDGET FOR DOWNTOWN DISTRICTS A, B, AND C FOR FISCAL YEAR 2025-26 IN THE AMOUNT OF $695,065

WHEREAS, the City of Ocala, Florida, on September 16, 2025, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Ocala, Florida set forth the appropriations and revenue estimate for the Downtown Districts A, B, and C budget for Fiscal Year 2025-26 in the amount of $695,065.

NOW THEREFORE, BE IT RESOLVED by the City of Ocala, Florida, that:

1. The Fiscal Year 2025-26 final budget be adopted.
2. This resolution will take effect immediately upon its adoption.

This resolution adopted this _____ day of _____, 2025.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Kristen M. Dreyer
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____

Peter A. Lee
City Manager

BUDGET SUMMARY
CITY OF OCALA
DOWNTOWN DEVELOPMENT FUND
FISCAL YEAR 2025-2026

	SPECIAL REVENUE FUND
CASH BALANCES BROUGHT FORWARD	**$537,898**
ESTIMATED REVENUES:	
TAXES:	
Ad Valorem Taxes	$157,167
Total Revenues and Other Financing Sources	**$157,167**
Total Estimated Revenues and Balances	**$695,065**
EXPENDITURES:	
Economic Environment	$157,424
Total Expenditures	**$157,424**
Reserves	$537,641
Total Appropriated Expenditures and Reserves	**$695,065**

File #: BR-2025-184 Agenda Item #: 9e.

Submitted By: Tammi Haslam

Presentation By: Tammi Haslam

Department: Budget

STAFF RECOMMENDATION (Motion Ready):
Resolution 2025-184 to adopt the Fiscal Year 2025-26 millage rate for the City of Ocala at the current rate of 6.6177

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
Ocala Gazette 09/12/2025

BACKGROUND:
Public hearings were held on September 3, 2025, adopting a tentative millage rate and a tentative budget for the City of Ocala. The required Truth in Millage advertisements were published in the Ocala Gazette on September 12, 2025. Public hearings will be held on September 16, 2025, at 5:01 p.m. at City Hall Council Chambers, located at 110 S.E. Watula Avenue, to adopt the final millage rate and final budget for the City of Ocala. The final millage rate adopted cannot exceed the tentative rate adopted on September 3, 2025. Highlights of the final budget are as follows:

- The overall budget totals $1,152,885,830.
- The General Fund budget totals $188,100,612.
- The budget is balanced at a millage rate of 6.6177, which is 5.83 percent above the rolled-back rate of 6.2532.
- The additional revenue derived from the increase over the rolled-back rate will support the addition of critical employees and assist with increasing cost pressures related to salary, benefit, and operating costs.
- The General Fund reserve for fund balance is fully funded at the 20 percent level.
- All funds are balanced revenues to expenditures.
- The Community Redevelopment Agency Advisory Board adopted the Community Redevelopment Subarea Funds' budgets on September 3, 2025.

FINDINGS AND CONCLUSIONS:
Per Florida Statutes, Section 200.065, the City Council is required to hold a public hearing to adopt the millage

and budget for the City of Ocala. The Council, Mayor, City Manager, and all departments have participated in the budget process.

FISCAL IMPACT:
The proposed Fiscal Year 2025-26 budget to be adopted on September 16, 2025, totals $1,152,885,830. This total includes the Downtown Development fund that the City Council adopted on September 16, 2025.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:

N/A

ALTERNATIVE:
None

RESOLUTION 2025-184

A RESOLUTION ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF OCALA, FLORIDA, FOR FISCAL YEAR 2025-26

WHEREAS, the City of Ocala, Florida, on September 16, 2025, adopted a fiscal year final millage rate during a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Ocala, Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of Ocala has been certified by the Marion County Property Appraiser as $8,528,135,273.

NOW THEREFORE, BE IT RESOLVED by the City of Ocala, Florida, that:

1. The Fiscal Year 2025-26 operating millage rate is 6.6177, which is greater than the rolled-back rate of 6.2532 by 5.83%.

2. This resolution will take effect immediately upon its adoption.

This resolution adopted this _____ day of _____, 2025.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Kristen M. Dreyer
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

File #: BR-2025-185 Agenda Item #: 9f.

Submitted By: Tammi Haslam

Presentation By: Tammi Haslam

Department: Budget

STAFF RECOMMENDATION (Motion Ready):
Budget Resolution 2025-185 to adopt the Fiscal Year 2025-26 budget for the City of Ocala in the amount of $1,152,885,830

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
Ocala Gazette 09/12/2025

BACKGROUND:
Public hearings were held on September 3, 2025, adopting a tentative millage rate and a tentative budget for the City of Ocala. The required Truth in Millage advertisements were published in the Ocala Gazette on September 12, 2025. Public hearings will be held on September 16, 2025, at 5:01 p.m. at City Hall Council Chambers, located at 110 S.E. Watula Avenue, to adopt the final millage rate and final budget for the City of Ocala. The final millage rate adopted cannot exceed the tentative rate adopted on September 3, 2025. Highlights of the final budget are as follows:

- The overall budget totals $1,152,885,830.
- The General Fund budget totals $188,100,612.
- The budget is balanced at a millage rate of 6.6177, which is 5.83 percent above the rolled-back rate of 6.2532.
- The additional revenue derived from the increase over the rolled-back rate will support the addition of critical employees and assist with increasing cost pressures related to salary, benefit, and operating costs.
- The General Fund reserve for fund balance is fully funded at the 20 percent level.
- All funds are balanced revenues to expenditures.
- The budget includes an updated citywide fee schedule.
- The Community Redevelopment Agency Advisory Board adopted the Community Redevelopment Subarea Funds' budgets on September 3, 2025.

FINDINGS AND CONCLUSIONS:

Per Florida Statutes, Section 200.065, the City Council is required to hold a public hearing to adopt the final millage and budget for the City of Ocala. The Council, Mayor, City Manager, and all departments have participated in the budget process.

FISCAL IMPACT:
The proposed Fiscal Year 2025-26 budget to be adopted on September 16, 2025, totals $1,152,885,830. This total includes the Downtown Development fund adopted on September 16, 2025.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:

N/A

ALTERNATIVE:
Provide alternative direction

BUDGET RESOLUTION 2025-185

A RESOLUTION OF THE CITY OF OCALA, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2025-26 IN THE AMOUNT OF $1,152,885,830

WHEREAS, the City of Ocala, Florida, on September 16, 2025, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Ocala, Florida, set forth the appropriations and revenue estimate for the budget for Fiscal Year 2025-26 in the amount of $1,152,885,830.

NOW THEREFORE, BE IT RESOLVED by the City of Ocala, Florida, that:

1. The Fiscal Year 2025-26 final budget be adopted.
2. The final budget includes the updated citywide fee schedule.
3. This resolution will take effect immediately upon its adoption.

This resolution adopted this _____ day of _____, 2025.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Kristen M. Dreyer
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

ALL FUNDS FISCAL YEAR 2025-26	TENTATIVE REVENUES	TENTATIVE EXPENDITURES
GENERAL FUND	188,100,612	188,100,612
3/4 MILL - ROAD IMPROVEMENTS	10,610,316	10,610,316
FIRE/POLICE IMPROVEMENTS	4,921,711	4,921,711
PARKING FUND	547,078	547,078
FIRE IMPACT FEES	585,427	585,427
1/8 MILL NEIGHBORHOOD ENHANCEMENTS	2,703,887	2,703,887
LOCAL GASOLINE TAX	9,422,290	9,422,290
DOWNTOWN DEVELOPMENT	695,065	695,065
AFFORDABLE HOUSING	1,456,820	1,456,820
BUILDING FUND	6,877,106	6,877,106
INFRASTRUCTURE SALES SURTAX	23,666,426	23,666,426
STORMWATER UTILITY	21,592,366	21,592,366
CAP IMP CERTIF SINKING - 2007A	3,751,920	3,751,920
REV BD(BANK LOAN)SERIES 2022	9,394,402	9,394,402
DEBT SVC SINKING FUND - WATER & SEWER	12,562,505	12,562,505
DEBT SVC SINKING FUND - ELECTRIC	8,014,724	8,014,724
WATER RESOURCES CONSTRUCTION FUND	17,078,681	17,078,681
ELECTRIC CONSTRUCTION FUND	10,115,000	10,115,000
OCALA INTERNATIONAL AIRPORT	5,576,895	5,576,895
GOLF	2,478,034	2,478,034
SANITATION	24,552,534	24,552,534
WATER RESOURCES	78,714,924	78,714,924
ELECTRIC	203,881,500	203,881,500
OCALA FIBER NETWORK	13,979,876	13,979,876
POLICE TRUST & AGENCY FUND	1,166,958	1,166,958
WATER SYST DEV CHGS CAPITAL TRUST	1,013,137	1,013,137
SWR SYST DEV CHGS CAPITAL TRUST	6,833,436	6,833,436
EAST OCALA REDEVELOPMENT SUBAREA FUND	2,712,710	2,712,710
DOWNTOWN REDEVELOPMENT SUBAREA FUND	2,195,368	2,195,368
NORTH MAGNOLIA REDEVELOPMENT SUBAREA FUND	1,267,622	1,267,622
WEST OCALA REDEVELOPMENT SUBAREA FUND	5,028,197	5,028,197
DISABILITY INCOME REPLACEMENT FUND	46,442	46,442
GENERAL LIABILITY CLAIMS FUND	5,672,848	5,672,848
EMPLOYEES' CONSOLIDATED HEALTH INSURANCE FUND	33,351,761	33,351,761
EMPLOYEES' CONSOLIDATED WORKERS' COMP FUND	12,455,608	12,455,608
GENERAL EMPLOYEES' RETIREMENT SYSTEM	200,680,896	200,680,896
FIREFIGHTERS' RETIREMENT PLAN	106,601,894	106,601,894
POLICE OFFICERS' RETIREMENT SYSTEM	106,435,845	106,435,845
ELECTRIC SYSTEM SERIES 1989A R & R	3,218,039	3,218,039
WATER & SEWER R & R	2,150,826	2,150,826
ECONOMIC IMPROVEMENT FUND	774,144	774,144
TOTALS	**1,152,885,830**	**1,152,885,830**

File #: 2025-2029 Agenda Item #: 10a.

Submitted By: Tiffany Stewart

Presentation By: Darren Park

Department: Public Works

FORMAL TITLE:
Additional expenditures under the existing agreement with GFL Solid Waste Southeast LLC for solid waste disposal services in the amount of $1,719,574 for an estimated contract total of $19,368,574

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Public Works Department's Sanitation Division provides weekly curbside garbage collection to approximately 17,750 residential customers, collecting an estimated 19,000 tons annually. Additionally, solid waste services are provided to roughly 13,000 commercial, industrial, and multi-family customers, with service frequencies ranging from once to six times per week. The Commercial Division collects approximately 44,000 tons of waste annually.

On June 19, 2018, the City Council approved Contract No. PWD/17-032 with Advanced Disposal Services, Inc., with an initial expenditure authorization of $11,550,000.

In November 2020, GFL Environmental acquired Advanced Disposal Services Solid Waste Southeast Inc. and assumed the existing contract through its subsidiary, GFL Solid Waste Southeast LLC. (GFL)

On December 21, 2021, the Council approved a contract extension and a rate adjustment from $42 to $45 per ton, with an estimated expenditure of $6,099,000.

FINDINGS AND CONCLUSIONS:
The City's growth has led to higher-than-anticipated waste disposal volumes.

Expenditures to date under Contract No. PWD/17-032 total $19,218,574. Staff anticipates that the City will expend an additional $150,000 to cover current and anticipated disposal costs through the end of the contract term, September 30, 2025.

Due to continued growth in the City of Ocala and increased waste tonnage, the expenditures spent to meet these

demands have resulted in the depletion of previously approved funds.

FISCAL IMPACT:
Funds are budgeted in the operating budget lines of the respective divisions.

PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

DOCUMENT	INVOICE	YEAR	INVOICE DATE	INVOICE AMOUNT	INVOICE STATUS
4180	PA0000004630	2019	10/31/2018	65,542.64	Paid
4275	PA4632	2019	10/31/2018	148,580.33	Paid
10438	PA0000004656	2019	11/30/2018	66,231.54	Paid
7058	PA4658	2019	11/30/2018	142,235.15	Paid
11118	PA0000004685	2019	12/31/2018	159,604.58	Paid
11205	PA0000004683	2019	12/31/2018	63,886.58	Paid
13935	PA0000004715	2019	01/31/2019	160,903.87	Paid
14008	PA0000004713	2019	01/31/2019	68,838.84	Paid
15372	PA0000004745	2019	02/28/2019	148,015.98	Paid
17852	PA0000004743	2019	02/28/2019	56,369.63	Paid
19872	PA0000004774	2019	03/31/2019	157,397.94	Paid
21716	PA4772	2019	03/31/2019	54,243.84	Paid
23045	PA0000004803	2019	04/30/2019	168,414.12	Paid
23046	PA0000004801	2019	04/30/2019	62,369.16	Paid
26152	PA0000004832	2019	05/31/2019	67,718.70	Paid
26153	PA0000004834	2019	05/31/2019	170,106.30	Paid
29427	PA0000004867	2019	06/30/2019	149,665.74	Paid
29430	PA0000004865	2019	06/30/2019	57,757.98	Paid
32929	PA0000004899	2019	07/31/2019	175,367.22	Paid
32932	PA0000004897	2019	07/31/2019	68,116.86	Paid
36827	PA0000004932	2019	08/31/2019	183,040.62	Paid
36828	PA0000004930	2019	08/31/2019	61,756.17	Paid
40763	PA0000004961	2019	09/30/2019	56,976.26	Paid
40764	PA0000004963	2019	09/30/2019	155,849.82	Paid
44636	PA0000004989	2020	10/31/2019	62,724.90	Paid
44637	PA0000004991	2020	10/31/2019	170,913.20	Paid
47745	PA0000005023	2020	11/30/2019	146,602.43	Paid
47746	PA0000005021	2020	11/30/2019	54,636.33	Paid
48617	PA0000005050	2020	12/31/2019	69,894.09	Paid
48618	PA0000005052	2020	12/31/2019	164,976.00	Paid
53834	PA0000005080	2020	01/31/2020	161,859.60	Paid
53835	PA0000005078	2020	01/31/2020	65,659.02	Paid
57571	PA0000005111	2020	02/29/2020	148,663.20	Paid
57573	PA0000005109	2020	02/29/2020	56,028.00	Paid
63165	PA0000005145	2020	03/31/2020	61,485.48	Paid
63167	PA0000005147	2020	03/31/2020	140,770.98	Paid
63176	PA0000005178	2020	04/30/2020	70,361.76	Paid
63180	PA0000005180	2020	04/30/2020	116,369.40	Paid
66483	PA0000005214	2020	05/31/2020	122,951.48	Paid
66485	PA0000005212	2020	05/31/2020	60,839.94	Paid
67335	PA0000005245	2020	06/30/2020	64,388.10	Paid
70037	0000005247	2020	06/30/2020	157,733.10	Paid
75907	PA5305	2020	08/31/2020	306,625.20	Paid
75908	PA5303	2020	08/31/2020	132,012.72	Paid
78132	PA0000005333	2020	09/30/2020	149,194.50	Paid
78133	PA0000005331	2020	09/30/2020	65,350.32	Paid

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87179	VJ0000005408	2021	12/31/2020	37,568.16	Paid
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87634	VJ0000005424	2021	01/15/2021	71,343.72	Paid
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88604	VJ0000005439	2021	01/31/2021	68,803.14	Paid
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89631	VJ0000005453	2021	02/15/2021	79,398.90	Paid
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125139	VJ0000005883	2022	02/15/2022	34,667.78	Paid
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127276	VJ0000005920	2022	03/15/2022	85,777.20	Paid
127279	VJ0000005918	2022	03/15/2022	35,038.80	Paid
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146014	VJ0000006121	2022	08/31/2022	38,838.60	Paid
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149707	VJ0000006163	2022	09/30/2022	84,483.90	Paid
149708	VJ0000006161	2022	09/30/2022	28,188.45	Paid

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151768	VJ0000006204	2023	10/31/2022	81,617.40	Paid
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155287	VJ0000006223	2023	11/15/2022	36,836.55	Paid
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157143	VJ0000006262	2023	12/15/2022	35,700.30	Paid
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162678	VJ0000006340	2023	02/15/2023	35,305.20	Paid
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164385	VJ0000006360	2023	02/28/2023	28,242.90	Paid
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165606	VJ0000006382	2023	03/15/2023	37,324.35	Paid
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168004	VJ0000006427	2023	04/15/2023	76,700.70	Paid
168005	VJ0000006425	2023	04/15/2023	33,005.70	Paid
170248	VJ0000006446	2023	04/30/2023	76,831.20	Paid
170249	VJ0000006444	2023	04/30/2023	34,311.60	Paid
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173287	VJ0000006468	2023	05/15/2023	37,378.35	Paid
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174105	VJ0000006488	2023	05/31/2023	40,507.65	Paid
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175998	VJ0000006509	2023	06/15/2023	42,288.30	Paid
177327	VJ0000006529	2023	06/30/2023	100,012.05	Paid
177328	VJ0000006527	2023	06/30/2023	37,194.75	Paid
177788	VJ0000006551	2023	07/15/2023	78,717.60	Paid
177789	VJ0000006549	2023	07/15/2023	32,966.10	Paid
180149	VJ0000006570	2023	07/31/2023	86,425.65	Paid
180150	VJ0000006568	2023	07/31/2023	37,703.70	Paid
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180943	VJ0000006592	2023	08/15/2023	38,520.45	Paid
185056	VJ0000006609	2023	08/31/2023	37,462.95	Paid
185060	VJ0000006611	2023	08/31/2023	89,320.28	Paid
190481	VJ0000006632	2023	09/15/2023	84,617.56	Paid
190482	VJ0000006630	2023	09/15/2023	38,520.18	Paid
197178	VJ0000006650	2023	09/30/2023	74,481.30	Paid

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223424	VJ0000006668	2024	10/15/2023	32,824.80	Paid
236086	VJ000006688	2024	10/31/2023	91,176.75	Paid
236087	VJ000006686	2024	10/31/2023	40,266.45	Paid
237276	VJ0000006710	2024	11/15/2023	82,018.35	Paid
237277	VJ0000006708	2024	11/15/2023	36,363.60	Paid
237549	VJ0000006729	2024	11/30/2023	78,547.95	Paid
237550	VJ0000006727	2024	11/30/2023	39,398.40	Paid
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241232	VJ0000006748	2024	12/15/2023	32,108.85	Paid
242075	VJ0000006768	2024	12/31/2023	80,634.15	Paid
242076	VJ0000006766	2024	12/31/2023	34,803.90	Paid
243719	VJ0000006789	2024	01/15/2024	85,946.85	Paid
243720	VJ0000006787	2024	01/15/2024	32,931.45	Paid
246497	VJ0000006806	2024	01/31/2024	89,767.80	Paid
246498	VJ0000006804	2024	01/31/2024	44,551.35	Paid
248599	VJ0000006828	2024	02/15/2024	83,152.80	Paid
248600	VJ0000006826	2024	02/15/2024	37,043.55	Paid
250563	VJ0000006846	2024	02/29/2024	82,895.85	Paid
250564	VJ0000006844	2024	02/29/2024	31,444.65	Paid
252208	VJ0000006866	2024	03/15/2024	91,804.95	Paid
252209	VJ0000006864	2024	03/15/2024	34,439.40	Paid
256021	VJ0000006883	2024	03/31/2024	83,269.35	Paid
256022	VJ0000006881	2024	03/31/2024	34,035.75	Paid
260440	VJ0000006900	2024	04/15/2024	37,838.25	Paid
260442	VJ0000006902	2024	04/15/2024	91,182.60	Paid
260441	VJ0000006920	2024	04/30/2024	36,671.85	Paid
260443	VJ0000006922	2024	04/30/2024	84,788.55	Paid
263141	VJ0000006945	2024	05/15/2024	86,950.80	Paid
263142	VJ0000006943	2024	05/15/2024	37,402.65	Paid
264044	VJ0000006963	2024	05/31/2024	91,968.75	Paid
264046	VJ0000006961	2024	05/31/2024	39,072.60	Paid
266582	VJ0000006986	2024	06/15/2024	76,519.35	Paid
266585	VJ0000006984	2024	06/15/2024	31,412.25	Paid
268432	VJ0000007006	2024	06/30/2024	77,437.35	Paid
268433	VJ0000007004	2024	06/30/2024	32,307.30	Paid
269568	VJ0000007029	2024	07/15/2024	85,950.45	Paid
269569	VJ0000007027	2024	07/15/2024	37,380.15	Paid
271572	VJ0000007049	2024	07/31/2024	92,094.30	Paid
271573	VJ0000007047	2024	07/31/2024	42,381.90	Paid
273875	VJ0000007071	2024	08/15/2024	96,714.90	Paid
276015	VJ0000007069	2024	08/15/2024	39,895.65	Paid
273876	VJ0000007090	2024	08/31/2024	90,101.25	Paid
276017	VJ0000007088	2024	08/31/2024	31,517.55	Paid
276012	VJ0000007113	2024	09/15/2024	85,952.25	Paid
276222	VJ0000007111	2024	09/15/2024	33,172.20	Paid

277947	VJ0000007133	2024	09/30/2024	89,022.15	Paid
278067	VJ0000007131	2024	09/30/2024	35,341.20	Paid
279895	VJ0000007158	2025	10/15/2024	94,309.20	Paid
279896	VJ0000007156	2025	10/15/2024	36,531.45	Paid
284510	VJ0000007180	2025	10/31/2024	89,275.95	Paid
284515	VJ0000007178	2025	10/31/2024	40,653.90	Paid
284514	VJ0000007203	2025	11/15/2024	86,956.20	Paid
284516	VJ0000007201	2025	11/15/2024	34,845.30	Paid
288951	VJ0000007223	2025	11/30/2024	29,569.05	Paid
288963	VJ0000007225	2025	11/30/2024	75,307.95	Paid
288977	VJ0000007243	2025	12/15/2024	34,006.05	Paid
289003	VJ0000007245	2025	12/15/2024	76,675.50	Paid
289009	VJ0000007264	2025	12/31/2024	41,329.80	Paid
289015	VJ0000007266	2025	12/31/2024	88,369.20	Paid
290595	VJ0000007289	2025	01/15/2025	82,725.30	Paid
290616	VJ0000007287	2025	01/15/2025	37,189.35	Paid
293220	VJ0000007310	2025	01/31/2025	92,642.40	Paid
293221	VJ0000007308	2025	01/31/2025	34,913.70	Paid
293219	VJ0000007334	2025	02/15/2025	80,216.10	Paid
293222	VJ0000007332	2025	02/15/2025	32,621.85	Paid
295113	VJ0000007356	2025	02/28/2025	80,101.35	Paid
295115	VJ0000007354	2025	02/28/2025	31,793.85	Paid
297139	VJ0000007379	2025	03/15/2025	84,281.40	Paid
297140	VJ0000007377	2025	03/15/2025	30,980.70	Paid
299894	VJ0000007401	2025	03/31/2025	87,425.10	Paid
299895	VJ0000007399	2025	03/31/2025	34,407.90	Paid
300964	VJ0000007422	2025	04/15/2025	83,877.30	Paid
300966	VJ0000007420	2025	04/15/2025	39,451.05	Paid
301557	VJ0000007442	2025	04/30/2025	84,483.00	Paid
301558	VJ0000007440	2025	04/30/2025	36,263.25	Paid
305412	VJ0000007464	2025	05/15/2025	88,868.25	Paid
305414	VJ0000007462	2025	05/15/2025	33,607.80	Paid
305413	VJ0000007484	2025	05/31/2025	86,378.85	Paid
305415	VJ0000007482	2025	05/31/2025	35,977.05	Paid
307412	VJ0000007506	2025	06/15/2025	84,779.10	Paid
307414	VJ0000007504	2025	06/15/2025	32,041.35	Paid
308323	VJ0000007551	2025	06/30/2025	95,089.50	Paid
308324	VJ0000007549	2025	06/30/2025	36,900.90	Paid
309594	VJ0000007583	2025	07/15/2025	87,421.50	Paid
309595	VJ0000007581	2025	07/15/2025	36,759.15	Paid
313185	VJ0000007603	2025	07/31/2025	101,322.90	Paid
313186	VJ0000007601	2025	07/31/2025	43,242.30	Paid
313653	VJ0000007643	2025	08/15/2025	86,847.30	Paid

FIRST AMENDMENT TO AGREEMENT FOR SOLID WASTE DISPOSAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR SOLID WASTE DISPOSAL SERVICES ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **GFL SOLID WASTE SOUTHEAST LLC**, a limited liability company duly organized in the state of Texas and authorized to do business in the state of Florida (EIN: 20-5449795) ("Vendor" or "GFL").

WHEREAS, on June 19, 2018, City and Advanced Disposal Services Solid Waste Southeast, Inc., ("ADS") entered into an agreement for solid waste disposal services (the "Original Agreement"), City of Ocala Contract No.: PWD/17-032, for a term of five years from October 1, 2018 through September 30, 2023; and

WHEREAS, City consented to the assignment of all of ADS's rights, interests, and obligations under the Original Agreement to GFL as evidenced by the writing attached hereto as **Exhibit A – Assignment Letter**; and

WHEREAS, City and Vendor now desire to extend the Original Agreement for the sole renewal term offered under the Original Agreement; and

WHEREAS, City and Vendor further desire to amend the compensation terms set forth under the Original Agreement; and

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 Vendor agree as follows:

1. **RECITALS.** City and Vendor 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 Vendor 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 term of the Original Agreement is hereby extended for an additional **TWO-YEAR (2-Year)** term beginning **OCTOBER 1, 2023** and ending on **SEPTEMBER 30, 2025**.
4. **AMENDMENT TO PARAGRAPH 3 – COMPENSATION**. The language contained in Paragraph 3 – Compensation of the Original Agreement is hereby deleted and replaced, in its entirety, with the following:

   COMPENSATION. Effective **DECEMBER 22, 2021** and continuing through the expiration of the Renewal Term, City shall pay Vendor for the satisfactory performance of the work in accordance with the Contract Documents a maximum limiting amount based upon the unit pricing set forth below:

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Description	Price Per Ton
Provide transfer station point for the City to drop all residential and commercial solid waste and provide final disposal of all waste.	$45.00

5. **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 email. All notices shall be addressed to the respective parties as follows:

If to Vendor:
GFL Solid Waste Southeast LLC.
Attention: Michael Aguiar
5111 South Pine Avenue
Ocala, Florida 34480
Phone: 941-268-7652
E-mail: michael.aguiar@gflenv.com

If to City of Ocala:
Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
E-mail: tkimball@ocalafl.org

Copy to:
Robert W. Batsel, Jr.
Gilligan, Gooding, Batsel, & Anderson, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
E-mail: rbatsel@ocalalaw.com

6. **EFFECT OF AGREEMENT**. In the event of any inconsistency between this First Amendment and a prior version of the Original Agreement, this First Amendment shall govern. Except as expressly set forth herein, the Original Agreement shall remain in full force and effect and is not amended or modified.

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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).** Vendor, 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.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 12 / 28 / 2021.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ire Bethea Sr.

City Council President

Ire Bethea, Sr.

Printed Name of City Council President

Approved as to form and legality:

/s/Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

GFL SOLID WASTE SOUTHEAST, LLC

By: Todd Strong

GFL Environmental

Printed Name

Regional Vice President

Title

Doc ID: 026bf2f820cf64cab181273534cdab90b957e26a (2 pt.)

Advanced Disposal

September 30, 2020

Via United States Mail and Email - tkimball@ocalafl.org

Tiffany Kimball, Contracting Officer
The City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471

Re: GFL Purchase of Certain Customer Contracts from Advanced Disposal

Dear Valued Customer:

We are writing to you in connection with your Agreement for Solid Waste Disposal Services, dated as of June 19, 2018 (the "Agreement"), with Advanced Disposal Services Solid Waste Southeast, Inc.

We are excited to announce that on June 24, 2020, Waste Management, Inc. (together with its affiliates and subsidiaries "WM") and Advanced Disposal Services, Inc. (together with its affiliates and subsidiaries "ADS") agreed to sell certain of their respective assets to affiliates of GFL Environmental Inc. (together with its affiliates and subsidiaries "GFL") (such sale, the "Transaction"), following the closing of WM's merger with ADS. In connection with and conditioned upon the closing of the Transaction, it is contemplated that GFL will acquire the Agreement by way of an assignment of the Agreement by ADS to GFL Solid Waste Southeast, LLC, a subsidiary of GFL (the "Agreement Transfer"). We anticipate that the Transaction will close and the Agreement Transfer will be effective in the fouth quarter of 2020, assuming all conditions to the Transaction closing are satisfied or waived by WM/ADS and GFL.

We are certain that GFL will continue to meet the high service standards you have come to expect from dealing with ADS.

We and GFL are coordinating the transition of the business to ensure there is no disruption in your service. There will be no changes to the terms of the Agreement, including, service levels, pricing or similar terms, as a result of the Transaction and the Agreement Transfer. Over the longer term, the ADS trucks and other equipment such as waste and recycling containers, dumpsters, and compactor units used to service your account will be rebranded to reflect the GFL name, logos, colors, and service marks. A change of this size will take time to complete, but you should start to see these changes during calendar year 2020. We expect that GFL will be in touch with you directly following the Transaction closing to provide you with additional information including where to remit payments under the Agreement following the Closing.

We would ask that you please return a countersigned copy of this letter to me by mail or email at your earliest convenience. By signing this letter, you consent to the Agreement Transfer and agree that the Agreement Transfer will not result in a breach of, or default under, the Agreement and, notwithstanding the Agreement Transfer and the Transaction closing, the Agreement will survive and continue in full force and effect without any further action by you or the ADS Entity. Your consent will be effective as of the date of this letter, but will be contingent upon the Transaction closing, such that if the Transaction does not close or if the Agreement is terminated per its terms, this letter will not have any effect and will be void.

Please reach out to me personally or your usual contact at ADS with any questions you may have regarding the Agreement Transfer. On behalf of all of us at ADS, thank you for your business.

Very truly yours,

Melissa Bachhuber

Melissa Bachhuber
Vice President – Associate General Counsel
Melissa.Bachhuber@advanceddisposal.com

CC: Patrick G. Gilligan, Esquire
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
pgilligan@ocalalaw.com

ADS Sales Representative

The City of Ocala

By: Ken Whitehead
Name: KEN WHITEHEAD
Title: ASST. CITY MANAGER

Doc ID: 026bf2f820cf64cab181273534cdab90b957e26d (Amt.)

TITLE	FOR SIGNATURE - First Amendment - Agreement for Solid Waste...
FILE NAME	FINAL FOR SIGNATU...onmental Inc .pdf
DOCUMENT ID	a320c36e46e69d94a73773cc9069475aa8ca7f18
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

SENT	**12 / 10 / 2021** 11:15:14 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) and GFL Environmental (todd.strong@gflenv.com) from drobinson@ocalafl.org IP: 216.255.240.104
VIEWED	**12 / 11 / 2021** 13:46:20 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
SIGNED	**12 / 11 / 2021** 13:47:22 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
VIEWED	**12 / 13 / 2021** 09:08:36 UTC-5	Viewed by GFL Environmental (todd.strong@gflenv.com) IP: 69.58.98.142
SIGNED	**12 / 13 / 2021** 09:12:03 UTC-5	Signed by GFL Environmental (todd.strong@gflenv.com) IP: 69.58.98.142

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FILE NAME	FINAL FOR SIGNATU...onmental Inc .pdf
DOCUMENT ID	a320c36e46e69d94a73773cc9069475aa8ca7f18
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

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SENT	**12 / 22 / 2021** 12:24:05 UTC-5	Sent for signature to Ire Bethea, Sr. (ibethea@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from drobinson@ocalafl.org IP: 68.202.183.1
VIEWED	**12 / 28 / 2021** 08:37:39 UTC-5	Viewed by Ire Bethea, Sr. (ibethea@ocalafl.org) IP: 24.250.133.62
SIGNED	**12 / 28 / 2021** 08:38:49 UTC-5	Signed by Ire Bethea, Sr. (ibethea@ocalafl.org) IP: 24.250.133.62
VIEWED	**01 / 03 / 2022** 09:46:45 UTC-5	Viewed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104

TITLE	FOR SIGNATURE - First Amendment - Agreement for Solid Waste...
FILE NAME	FINAL FOR SIGNATU...onmental Inc .pdf
DOCUMENT ID	a320c36e46e69d94a73773cc9069475aa8ca7f18
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

SIGNED	**01 / 03 / 2022** 09:46:52 UTC-5	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 03 / 2022** 09:46:52 UTC-5	The document has been completed.

CITY OF OCALA
CITY COUNCIL REPORT

Council Meeting Date: 12/21/21

Subject: First Amendment PWD/17-032 Solid Waste Disposal

Submitted By: Darren Park

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item (ID # 16295) extension of agreement and price adjustment for solid waste disposal services with GFL Solid Waste Southeast LLC. with an estimated expenditure of $6,099,000

OCALA'S RELEVANT STRATEGIC GOALS: Operational Excellence, Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND:

In our current contract, valid through September 30, 2023, the disposal cost per ton is $42. The proposed agreement would increase the cost per ton to $45 and extend the agreement through September 30, 2025, an additional two years.

The proposed rate of $45 per ton is less than it was in 2012 when it was $45.51 per ton, excluding Class III waste which was $23.11 per ton. Of the roughly 64,000 tons of solid waste we collect annually, approximately 61,000 tons is Class I (96%) and 3,000 tons is Class III (4%). The current gate rate at the Baseline Landfill is $45 per ton and that facility is 3.6 miles further away. Thus, disposing at GFL Solid Waste Southeast LLC.'s facility would be less expensive than taking it to the Baseline Landfill.

FINDINGS AND CONCLUSIONS:

On June 19, 2018 the Ocala City Council approved a five-year agreement, Contract PWD/17-032, with Advanced Disposal Services, Inc. in the amount of $11,550,000. This contract had the option for one, five-year renewal period. In November 2020, GFL Environmental bought Advanced Disposal Services Solid Waste Southeast Inc. and assumed the current contract #PWD/17-032 under its subsidiary GFL Solid Waste Southeast LLC.

Below is the City's historical cost per ton since 2011.

Year	Class I	Class III
2012	$45.51	$23.11
2013	$45.51	$23.11
2014	$45.51	$23.11
2015	$45.51	$23.11
2016	$45.51	$23.11
2017	$45.51	$23.11
2018	$42.00	$23.11
2019	$42.00	$42.00
2020	$42.00	$42.00
2021	$42.00	$42.00

Due to the request of extending the current contract PWD/17-032 that expires on September 30, 2023, the amendment changes the compensation from $42 per ton to $45 per ton effective December 22, 2021 through September 30, 2025. This pricing adjustment ensures level costs through September 30, 2025.

Year	Dates	Tons		Current Price Per Ton	New Price Per Ton	Difference
FY21/22	12/22/21-9/30/22	49,000	x	$42.00	$45.00	$147,000
FY22/23	10/1/22-9/30/23	64,000	x	$42.00	$45.00	$192,000
FY23/24	10/1/23-9/30/24	64,000	x	N/A	$45.00	$2,880,000
FY24/25	10/1/24-9/30/24	64,000	x	N/A	$45.00	$2,880,000
Total		241,000				$6,099,000

FISCAL IMPACT:

Additional funding for this contract has been budgeted in 453-023-325-534-53-34010 for FY21/22 in the amount of $109,560, and will be budgeted for FY22/23 in the amount of $143,100, FY23/24 in the amount of $2,146,500 and FY24/25 in the amount of $2,146,500 for Commercial Sanitation.

Additional funding for this contract has been budgeted in 453-023-326-534-53-34010 for FY21/22 in the amount of $37,440, and will be budgeted for FY22/23 in the amount of $48,900, FY23/24 in the amount of $733,500 and FY24/25 in the amount of $733,500 for Residential Sanitation.

PROCUREMENT REVIEW:

This contract has been reviewed and approved for compliance with the City's procurement policies.

LEGAL REVIEW:

The contract has been reviewed and approved for form and legality by the City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

Class 1 and III Rates 2003-2021 (PDF)

PARTIALLY EXECUTED - First Amendment - Assignment and Pricing Increase - GFL Environmental Inc (PWD-17-032) (PDF)

Contract PWD 17-032(PDF)

AGREEMENT FOR SOLID WASTE DISPOSAL SERVICES

THIS AGREEMENT is entered into this 19th day of June, 2018 by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST, INC.,** a Florida registered corporation (EIN: 65-0858287), with offices at 5111 S. Pine Avenue, Ocala, Florida 34480 ("Vendor").

WHEREAS:

The City of Ocala issued an Invitation to Bid on December 15, 2017 for **ITB# PWD/17-032: Solid Waste Disposal and Recycling Service.**

Two (2) bidders responded, and Advanced Disposal Services Solid Waste Southeast, Inc. was the lowest responsive and responsible bidder for solid waste disposal services. The Vendor was subsequently selected as the intended awardee for these services.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

1. **SERVICES.** Vendor will provide all materials, labor, and equipment to provide solid waste disposal services to the City as described, and pursuant to the scope of service set forth on the attached **Exhibit A - Scope of Service**, **Exhibit B- Value-Added Services**, and underlying ITB# PWD/17-032. The contract, and all exhibits, hold precedence over the ITB documents.

2. **ACCEPTABLE WASTE.** The City represents and warrants that all materials to be tendered to Vendor are municipal solid waste materials generated by residential dwelling units within the City ("Acceptable Waste") that will have been placed at the curbside by residents, collected by the City, and transferred directly to Vendor in the same state in which it is received. Customers are required by the City to tender only Acceptable Waste as defined in this Agreement and the City will not willfully or knowingly tender to Vendor any material containing the following: (i) any hazardous, biohazardous, infectious, radioactive, flammable, explosive, biomedical, or toxic waste as defined by applicable laws or regulations, including, without limitation, any hazardous waste regulated under the Resource Conservation & Recovery Act, 42 U.S.C. §§ 6901 *et seq,* and associated regulations, 40 C.F.R. Part 261; and the Toxic Substance Control Act, 15 U.S.C. §§ 2601 *et seq,* and associated regulations, 40 C.F.R. Part 761 (including PCBs in any concentration); or (ii) other materials, that because of their chemical or physical state, pose a risk to human health or the environment ("Excluded Waste"). Title to Acceptable Waste, including any value received in connection therewith, shall transfer to Vendor at the time it is fully unloaded at the Disposal Facility and City or its agent's vehicle has departed. Until title has transferred to Vendor all risks

and responsibilities shall remain with City. **At all times, title to and liability for Excluded Waste shall remain with the generator of such waste.**

3. **COMPENSATION.** City shall pay Vendor for the performance of the work, and in accordance with the contract documents, a limiting amount based on the unit pricing set forth below.

Description	Price per Ton
Provide transfer station point for the City to drop all residential and commercial solid waste and provide final disposal of all waste	$42.00

The rates charged by Vendor to the City shall be adjusted to account for any new or change in law, regulation, permit or approval, including any new taxes.

4. **TERM & TERMINATION.** This Agreement shall begin on **October 1, 2018** and terminate at the end of the business day on **September 30, 2023**. This Agreement may, by written consent between City and the Vendor, be renewed for one (1) additional, five (5) year term. Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within thirty (30) days of said notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

5. **PERFORMANCE EVALUATION.** At the end of the contract, the City may evaluate the Vendor's performance. This evaluation will become public record.

6. **CONTRACT FULFILLMENT.** Vendors who enter into an Agreement with the City of Ocala and fail to complete the contract term, for any reason, will be subject to future bidding suspension for one (1) year, and up to a possible three (3) year bid debarment for serious contract failures.

7. **VENDOR REPRESENTATIONS.**

   A. The Vendor has examined and carefully studied the Contract Documents and the other related data.

   B. The Vendor is familiar with and is satisfied as to all Federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

   C. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8. **METHOD OF COMPENSATION.** In consideration for providing the City with the services described in this contract, the City will compensate the Vendor as noted in **Section 2** and as follows:

A. The City will pay Vendor a total maximum limiting amount for each monthly period, as approved and invoiced, using the pricing schedule as noted in **Section 2** The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and State law.

B. Vendor shall invoice the City monthly for ANY completed work accomplished during the preceding calendar month. Invoices for this Agreement will be prepared by Vendor, and submitted through the responsible City Project Manager at: **City of Ocala Public Works Department, Sanitation Division, Dwayne Drake, 2100 NE 30th Avenue, Building 300, Ocala, Florida 34470, ddrake@ocalafl.org**. Finished work and invoices must be reviewed and agreed upon by City of Ocala Project Manager; this review and agreement shall not be unreasonably withheld, conditioned, or delayed. The City contract number must be listed on the submitted invoice along with an assigned invoice number and invoice date. Please indicate any payment discount terms on the invoice. One original of the invoice should be included with the submission.

C. The City reserves the right to withhold payment for work not completed, or services completed unsatisfactorily, or work deemed inadequate or untimely by the City. Any payment withheld will be released and paid to Vendor promptly when work is subsequently performed/delivered to the City's satisfaction. The City shall pay all invoiced amounts within thirty (30) days of the invoice date.

9. MISCELLANEOUS INSURANCE PROVISIONS.

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Vendor. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Vendor's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Vendor. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided. Insurance written on a "Claims Made" form is not acceptable without City of Ocala Risk Management consultation.

B. Deductibles. Vendor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. Vendor is responsible for the amount of any deductible or self-insured retention.

C. Certificates. Vendor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured for General Liability, and Business Automobile Liability insurance. The City of Ocala, Procurement Department, 110 SE Watula Ave, Ocala, FL 34471 should be shown as the Certificate Holder, and for providing for required thirty

(30) day cancellation notice.

*Non-rated insurers must be pre-approved by the City Risk Manager.

D. Failure to Maintain Coverage. In the event Vendor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.

E. Severability of Interests. Vendor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or be endorsed to include, a severability of interests/cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

10. **LIABILITY INSURANCE.** Vendor shall procure and maintain for the life of this contract Commercial General Liability Insurance with limits not less than:

A. $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury;

B. $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations;

C. Commercial General Liability policy must include coverage for Contractual Liability.

The City, a political subdivision of the State of Florida, its officials, employees, and volunteers will be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Vendor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

11. **BUSINESS AUTO LIABILITY.** Vendor shall procure and maintain Automobile Insurance for the life of this contract. Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. The City must be an additional insured on the policy.

12. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure and maintain for the life of this contract Workers' Compensation insurance, and Employer's Liability at statutory requirement limits. Vendor shall ensure any subcontractor has statutory coverage. The City of Ocala need not be named as an additional insured, but a subrogation waiver endorsement is required. Exceptions and exemptions will be allowed by the City's HR/Risk Director, if they are in accordance with Florida Statute.

13. **POLLUTION LIABILITY.** Vendor shall purchase and maintain in force for the duration of the contract insurance for pollution legal liability applicable to bodily injury, property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs, removal, storage, disposal, and/or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense or settlement of claims.

    Coverage that shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos.

14. **E-VERIFY.** In accordance with Executive Order 11-116, Vendor shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Vendor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

15. **SAFETY/ENVIRONMENTAL.** Vendor is responsible at all times for precautions to achieve the protection of all persons including employees and property. The Vendor shall make reasonable efforts to detect apparent hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All Vendor caused hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department.

16. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges the Vendor is an independent contractor. Nothing in this Agreement is intended, nor shall be construed, to create an agency relationship, a partner or partnership, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Vendor performs hereunder.

17. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.

18. **NON-EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor. This Contract shall not restrict City from acquiring similar, equal or like services, or executing additional contracts from other entities or sources.

19. **PUBLIC RECORDS.** The Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Vendor shall:

A. Keep and maintain public records required by the public agency to perform the service.

B. 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.

C. 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 the vendor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the vendor or keep and maintain public records required by the public agency to perform the service. If the vendor transfers all public records to the public agency upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor 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 THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

20. **TAX EXEMPTION**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor doing business with City will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

21. **EXCESS FUNDS**. Any party receiving funds paid by City under this Agreement shall promptly notify City of any funds erroneously received upon the discovery of such erroneous funds receipt. Any such excess funds shall be refunded to City within thirty (30) days, or must include interest

calculated from the date of the erroneous payment or overpayment at the interest rate for judgments at the highest rate as allowed by law.

22. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

23. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

24. **CONFLICT OF INTEREST.** Vendor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor must disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

25. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Vendor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

26. **PUBLIC ENTITY CRIMES.** Vendor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

27. **DEFAULT.** This Agreement is critical to the City and the City reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of the Vendor to

carry out any obligation, term, or condition of the Agreement. The City will issue a written notice of default effective immediately and not deferred by any interval of time. Default shall be any act or failure to act on the part of the Vendor including, but not limited to, any of the following:

A. Vendor fails to adequately perform the services set forth in the specifications of the Agreement;

B. Vendor fails to complete the work required within the time stipulated in the Agreement; and

C. Vendor fails to make progress in the performance of the Agreement and/or gives the City reason to believe that the Vendor will not or cannot perform to the requirements of the Agreement.

28. **REMEDIES/OPPORTUNITY TO CURE.** If Vendor defaults on any provision of this Agreement, City may, at its sole discretion, give written notice to Vendor detailing Vendor's violations and giving Vendor an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of City within the time required by the City to cure the default, after the date of notice of violation, the City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, including termination of this Agreement without further notice and all rights of vendor hereunder.

    Notwithstanding City's termination of the Agreement, Vendor shall remain liable to City for damages, costs, or attorney's fees arising prior to such termination. In case of default, the City reserves the right to hire another vendor to complete the required work in accordance with the needs of the City. City may recover any actual excess costs from the Vendor by: (a) Deduction from an unpaid balance, (b) Placing a claim against the Performance Bond, or (c) Any other remedy as provided by law.

29. **TERMINATION FOR CONVENIENCE.** City may, at any time and for any reason, terminate Vendor's services and work at City's convenience. Upon receipt of such notice, Vendor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Vendor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs incurred by Vendor as permitted by the contract and approved by City.

30. **NON-FUNDING.** In the event sufficient budgeted funds are not available or depleted, City shall notify the Vendor of such occurrence and contract shall terminate without penalty or expense to the City.

31. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to

require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

32. **FORCE MAJEURE.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented.

    For purposes of this Agreement, Force Majeure includes, but is not limited to, war, terrorism, riots, epidemics, fire, acts of nature, strikes, lockouts, court orders, and acts, orders, laws, or regulations of the government of the United States or the several states, prohibiting or impeding any party from performing its respective obligations under the contract.

    If Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue. Should Vendor be delayed in the commencement, performance, or completion of the Work due to any of the conditions under this section, Vendor shall be entitled to an extension of time only, provided however, that in no event shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such Force Majeure delays.

33. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

34. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

35. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City 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.

36. **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 email. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Advanced Disposal Services Solid Waste Southeast, Inc. Randy Canal 5111 S. Pine Avenue Ocala, Florida 34480 Phone: 814-280-1656 Email: Randy.Canal@advanceddisposal.com
If to City of Ocala:	Tiffany Kimball, Contracting Officer 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8366 Fax: 352-690-2025 Email: tkimball@ocalafl.org
Copy to:	Patrick G. Gilligan, Esquire Gilligan, Gooding, Franjola & Batsel, P.A. 1531 SE 36th Avenue Ocala, Florida 34471 Phone: 352-867-7707 Fax: 352-867-0237 Email: pgilligan@ocalalaw.com

37. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without

limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

38. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

39. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

40. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

41. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by

the provisions hereof.

42. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

43. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

44. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

45. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

46. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

47. **ELECTRONIC SIGNATURE(S).** Vendor, 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.

48. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

49. **CONTRACT DOCUMENTS.** The contract documents that comprise the entire Agreement between the City and Vendor are made a part hereof, and are listed as exhibits. There are no contract documents other than those listed below. If there is a conflict in terms between this Agreement and the contract documents, then the terms of this Agreement will control over the terms of the contract documents listed below.

Exhibit A: Scope of Service (A-1 through A-2)

Exhibit B: Value-Added Services (B-1)

50. **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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA

Mary S. Rich

~~Matthew J. Wardell~~ Mary S. Rich
City Council President Pro-Tem

Approved as to form and legality:

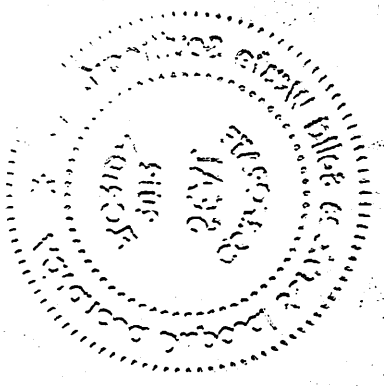
Patrick G. Gilligan
City Attorney

ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST, INC.

William J. Soffera

Vice President or higher
William Soffera, Vice President

ACCEPTED BY CITY COUNCIL
June 19, 2018
DATE
OFFICE OF THE CITY CLERK



Scope of Service

Vendor shall be responsible for processing and legal disposal of the City's residential and commercial solid waste stream. The approximate annual amount of residential garbage collected is 13,500 tons. Each residential garbage truck averages two loads per day. There are between eight and twelve residential trucks running routes Monday through Friday. The approximate annual amount of commercial and industrial waste collected is 39,500 tons. Each commercial garbage truck averages two loads per day. There are eight commercial trucks running routes Monday through Friday, and two on Saturdays.

Note: Transfer stations must be open a minimum of 6:00 a.m. to 5:00 p.m., Monday through Friday, and 6:00 a.m. to 12:00 p.m. on Saturdays, with the exception of City-observed holidays. Additional hours may be needed on some Saturdays, in which case the City will give notice to the Vendor.

Definitions:

Class I waste – Municipal residential solid waste including food waste (such as meats, vegetables, fruits and scraps) that is subject to decay and any other items that are discarded or considered useless material. This does not include hazardous or biohazardous matter.

Class III waste – Furniture, toys, wood fencing, junk and miscellaneous discarded items other than garbage and yard waste.

Residential garbage - Solid waste comprising of garbage and rubbish (such as bottles, cans, clothing, compost, disposables, food packaging, food scraps, newspapers and magazines) that originates from private homes or apartments.

Commercial garbage – Solid waste from premises used mainly for the purposes of a trade or business or for the purpose of sport, recreation, education or entertainment.

Acceptable waste - That portion of the solid waste stream that may be disposed of lawfully in a permitted disposal facility in Florida. In general, acceptable waste includes garbage, household waste, commercial waste, and institutional waste. Acceptable waste does not include hazardous waste (except household hazardous waste and waste from conditionally exempt small quantity generators), hazardous substances, medical waste, special waste, waste tires, construction and demolition debris, yard trash, or other wastes requiring special handling or management.

Transfer station – Solid waste transfer, processing and transportation facility.

Disposal facility – The lawfully permitted solid waste management facility where Vendor will take the City's acceptable waste for final disposal.

VALUE ADDED SERVICES:

Advanced Disposal is pleased to offer the following Value Added Services to the City of Ocala:

1. Provide event boxes (disposable cardboard trash containers) as well as event box liners as needed for events. Typically, the City utilizes more than 400 event boxes, and 800 liners annually.

2. Provide portable toilets, and VIP toilet trailers, to be used at events, or as-needed for emergency situations when requested by the City with allowed vendor marketing messages, and placed where designated by the City Public Works Director. Advanced Disposal maintains an inventory of over 500 portable toilets including ADA, hand wash stations and VIP toilet trailers that can be utilized.

3. Manage and dispose of residentially generated hazardous and electronic waste at two (2) annual household hazardous and electronic waste collection days designated by the City.

4. Manage and dispose of tires two (2) times per year at tire amnesty collection days.

5. Offer the City an alternative C&D Disposal site at a rate of $3.75 per cubic yard (our current FDEP operating permit is valid through March of 2024, with additional airspace available to meet future demands).

6. Provide flexibility in operations and operating hours in the event of an emergency or natural disaster to accommodate the needs of the City. This would include additional opening hours for Saturdays and Sundays as needed for emergency collection drop-offs.

Advanced Disposal will work with the City and staff to accommodate the needs of special events, emergency situations, hazardous waste and tire disposal at a volume provided in previous years with the willingness to increase these amounts to include growth and special circumstances.

CITY OF OCALA
CITY COUNCIL REPORT

Council Meeting Date: 06/19/18

Subject: Award Contract PWD/17-032 Solid Waste Disposal

Submitted By: Darren Park

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item (ID # 12154) five-year contract with Advanced Disposal Services Solid Waste Southeast, Inc. for solid waste disposal services with an approximate total expenditure of $11,550,000

OCALA'S RELEVANT STRATEGIC GOALS: Operational Excellence, Quality of Place

PROOF OF PUBLICATION: Bid released to public: December 15, 2017

BACKGROUND:

The Public Works Sanitation Division is requesting approval of Contract# PWD/17-032 with Advanced Disposal Services Solid Waste Southeast, Inc. for disposal of the City's municipal solid waste at their transfer station. The Sanitation Division collects municipal solid waste from all residential and commercial addresses within the City limits and utilizes the transfer station six days per week, Monday through Saturday.

FINDINGS AND CONCLUSIONS:

On December 15, 2017, Invitation To Bid (ITB)# PWD/17-032 was issued for solid waste disposal. One bid from Advanced Disposal Services Solid Waste Southeast, Inc. was received for $42.00 per ton. This represents a decrease of $3.51 per ton compared with our current contract. By comparison, the tipping fee at the Baseline Landfill is $42.00 per ton, and is 3.6 miles further away.

Bidder	Location	Price per Ton
Advanced Disposal Services Solid Waste Southeast, Inc.	Ocala, FL	$42.00

Commercial and Residential Sanitation collect approximately 55,000 tons of Class 1 and 3 municipal solid waste annually. This contract represents an annual savings of approximately $193,050 in solid waste disposal costs compared with our current contract.

Staff recommends approval of Contract# PWD/17-032 Solid Waste Disposal to Advanced Disposal Services Solid Waste Southeast, Inc. effective October 1, 2018 through September 30, 2023.

FISCAL IMPACT:

The change in disposal costs for both Residential and Commercial Sanitation will result in savings of approximately $193,050 annually and $965,250 over the life of the contract beginning October 1, 2018 through September 30, 2023. These savings will be used to offset the increased costs for the single stream curbside recycling program. The funds will be included in account numbers 453-23-326-534-34010 and 453-23-325-534-34010 as part of the FY19 annual budget process.

PROCUREMENT REVIEW: This contract has been reviewed and approved for compliance with the City's procurement policies.

LEGAL REVIEW: The contract has been reviewed and approved for form and legality by the Assistant City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:

Deny

- Table
- Direct Otherwise

SUPPORT MATERIALS:

CONTRACT- Advanced RWB Clean 06-07-2018 FINAL (PDF)

File #: 2025-1741 Agenda Item #: 10b.

Submitted By: Tiffany Stewart

Presentation By: Darren Park

Department: Public Works

STAFF RECOMMENDATION (Motion Ready):
Award of a five-year contract to GFL Solid Waste Southeast, LLC, for the provision of solid waste disposal services with an approximate total expenditure of $19,412,250

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Quality of Place

PROOF OF PUBLICATION:
Bid released to the public: June 2, 2025

BACKGROUND:
The Public Works Department's Sanitation Division provides approximately 17,750 residential customers with weekly curbside garbage collection. Residential garbage collection is provided between 7 a.m. and 5 p.m., Monday through Thursday (plus Fridays during holiday weeks). The approximate annual amount of residential garbage collected equals 19,000 tons. Each residential garbage truck averages two loads per day.

The City's approximately 13,000 commercial, industrial, and multi-family customers receive solid waste collection services ranging from once a week to six times a week, with dumpster sizes ranging from two to eight cubic yards and roll-off compactors. The approximate annual amount of commercial and industrial waste collected by the Commercial Division equals 44,000 tons. Each commercial garbage truck averages two to three loads per day, up to nine trucks Monday through Friday, and two trucks on Saturday. Regular collection services are provided daily between 4 a.m. and 2 p.m., except on Sundays.

The City requires a location to dispose of the waste collected daily, as well as the disposal of city operations-generated light bulbs, traffic signal light-emitting diodes (LEDs), and end-of-service-life wood electric utility poles removed by Ocala Electric Utility. Additionally, the City requires a location for the supply and delivery of portalets for special events.

FINDINGS AND CONCLUSIONS:
On June 2, 2025, Invitation to Bid (ITB) No.: PWD/250692 was issued for solid waste disposal. The solicitation closed on June 30, 2025, with bids from Waste Pro of Florida, Inc. (Waste Pro) and GFL Solid

Waste Southeast, LLC (GFL). The proposed rate from Waste Pro was $52 per ton, and the proposed rate from GFL was $59.73 per ton. The bid from Waste Pro was rejected after Waste Pro was disqualified for violating the City's Anti-Lobbying Policy.

Bidder Name	**Office Location**	**Total Bid Amount**
~~Waste Pro of Florida, Inc~~	~~Ocala, FL~~	~~$3,380,000.00~~
GFL Solid Waste Southeast, LLC	**Ocala, FL**	**$3,882,450.00**

Staff recommends approval of Contract No.: PWD/250692 Solid Waste Disposal to GFL Solid Waste Southeast, LLC effective October 1, 2025, through September 30, 2030. By way of comparison, the Marion County Transfer Station gate rate will be $65 per ton effective October 1, 2025.

FISCAL IMPACT:
Funds for this contract have been budgeted for Fiscal Year 2025-26 in the amount of $1,015,410 in account 453-023-326-534-53-34010 and $2,867,040 in account 453-023-325-534-53-34010. Funds for this contract will be budgeted in Fiscal Year 2026-27 in the amount of $1,015,410 in account 453-023-326-534-53-34010 and $2,867,040 in account 453-023-325-534-53-34010 and Fiscal Year 2027-28 in the amount of $1,015,410 in account 453-023-326-534-53-34010 and $2,867,040 in account 453-023-325-534-53-34010 and Fiscal Year 2028-29 in the amount of $1,015,410 in account 453-023-326-534-53-34010 and $2,867,040 in account 453-023-325-534-53-34010 and Fiscal Year 2029-30 in the amount of $1,015,410 in account 453-023-326-534-53-34010 and $2,867,040 in account 453-023-325-534-53-34010.

PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES

THIS AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **GFL SOLID WASTE SOUTHEAST, LLC,** a foreign limited liability company duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN: 85-2657024) ("Vendor").

WHEREAS, on June 2, 2025, City issued an Invitation to Bid for the collection and proper disposal of the City's residential and commercial solid waste, ITB No.: PWD/250692 (the "Solicitation"); and

WHEREAS, two (2) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, GFL Solid Waste Southeast LLC was determined to be the most responsive and responsible bidder; and

WHEREAS, Vendor was chosen as the intended awardee to provide solid waste collection and disposal services (the "Project"); and

WHEREAS, Vendor certifies that Vendor is qualified and possesses the required experience and licensure.

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

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Vendor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote submitted by Vendor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:
      Exhibit A: Scope of Work (A-1 through A-5)
      Exhibit B: Price Proposal (B-1)

      If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.
3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Vendor an amount no greater than **NINETEEN MILLION, FOUR HUNDRED TWELVE THOUSAND, TWO HUNDRED FIFTY AND NO/100 DOLLARS ($19,412,250)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal.**
   A. **Price Adjustments.** The price per ton set forth in Exhibit B – Price Proposal shall be subject to an annual increase of no more than **THREE PERCENT (3%)** based upon the CPI-U for the prior 12-month period. Vendor shall request annual price adjustments no later than **NINETY**

(90) DAYS prior to the contract anniversary date (October 1) of each year. Vendors are expected to keep pricing constant when market conditions warrant no such increases.

B. **Invoice Submission**. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall invoice at least once a month. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Public Works Department**, Attn: **Dwayne Drake, 2100 NE 30th Avenue, Bldg. 200, Ocala, Florida 34470** E-Mail: ddrake@ocalafl.gov.

C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

E. **Excess Funds**. If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

F. **Amounts Due to the City**. Vendor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **OCTOBER 1, 2025,** and continue in effect for a term of **FIVE (5) YEARS**, through and including **SEPTEMBER 30, 2030** (the "Term"). This Agreement may be renewed for **ONE (1)** additional **FIVE (5) YEAR** period by written consent between City and Vendor.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.

   A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

   B. Neither the City Project Manager's review of Vendor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

      (2) Vendor provides material that does not meet the specifications of the Agreement;

      (3) Vendor fails to complete the work required within the time stipulated in the Agreement; or

      (4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Vendor Default**. In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
   (1) City shall be entitled to terminate this Agreement without further notice;
   (2) City shall be entitled to hire another Vendor to complete the required work in accordance with the needs of City;
   (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and
   (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; or (ii) any other remedy as provided by law.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

9. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
10. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

12. **VENDOR REPRESENTATIONS**. Vendor expressly represents that:
    A. Vendor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
    B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
    C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    D. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, vendors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. **VENDOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
    A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
    C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
    D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
    E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.
14. **WARRANTY.** Vendor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.

A. Vendor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.

B. Vendor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.

C. Vendor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.

15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Vendor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.
17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
18. **GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.
C. Policy must include coverage for contractual liability and independent contractors.
D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Vendor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

A. Vendor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

B. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or

damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

20. **ADDITIONAL INSURANCE REQUIREMENTS.**

A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.

B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. **Certificates of Insurance**. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Vendor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

21. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
    A. All employees on the work and other persons that may be affected thereby;
    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

24. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Vendor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
25. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.
26. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
29. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. 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.
    C. 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 Vendor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'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.

30. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
31. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
32. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
33. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
34. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed

as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

36. **INDEMNITY.** Vendor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

37. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City 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.

38. **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 Vendor:	GFL Solid Waste Southeast, LLC Attention: Michael Aguiar 5111 South Pine Ave Ocala, Florida 34480 Phone: 941-268-7652 E-mail: michael.aquiar@gflenv.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

39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
44. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
49. **ELECTRONIC SIGNATURE(S).** Vendor, 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.
50. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
51. **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 _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

CITY OF OCALA

_____
Kristen Dreyer
City Council President

GFL SOLID WASTE SOUTHEAST, LLC

_____

By: _____
(Printed Name)

Title: _____
(Title)

SECTION A - INTRODUCTION

Vendor shall provide proper legal transfer and disposal of residential and commercial solid waste materials in support of the Sanitation Division of the Public Works Department. The City collects approximately 65,000 tons of Class I and Class III solid waste on an annual basis.

Vendor shall provide all labor, supervision, material, facilities, and equipment necessary for transfer station processing of all acceptable waste delivered and the disposal of the City's acceptable waste at a legally approved and properly permitted site that is designated by contract for the disposal of all municipally collected solid waste, industrial waste, waste tires and hazardous waste.

SECTION B - BACKGROUND

1. RESIDENTIAL SERVICES

The City provides approximately 17,500 residential customers with once per week curbside garbage collection services, utilizing and using up to ten trucks per day. Our Residential Sanitation Division provides collection services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Thursday (and on Fridays during holiday weeks). Each residential garbage truck averages two loads per day. The approximate annual amount of residential garbage collected equals 17,000 tons.

2. COMMERCIAL SERVICES

The City's 13,000 commercial, industrial, and multi-family customers receive solid waste collection services ranging from once to six times per week, with dumpster sizes ranging from two to eight cubic yards. Each commercial garbage truck averages two to three loads per day, using up to nine trucks Monday through Friday, and two trucks on Saturday. Regular collection services are provided Monday through Saturday between the hours of 4:00 a.m. and 2:00 p.m. The approximate annual amount of commercial and industrial waste collected by the Commercial division equals 48,000 tons.

SECTION C - DEFINITITIONS

For the purposes of this Scope of Work, the following terms shall have the following meanings:

1. **Acceptable waste** - That portion of the solid waste stream that may be disposed of lawfully in a permitted disposal facility in Florida. Generally, acceptable waste includes garbage, household waste, commercial waste, and institutional waste. Acceptable waste does not include hazardous waste (except household hazardous waste and waste from conditionally exempt small quantity generators), hazardous substances, medical waste, special waste, waste tires, construction and demolition debris, yard trash, or other wastes requiring special handling or management.

2. **Class I Waste** – Municipal residential solid waste, including food waste (such as meats, vegetables, fruits, and scraps) that is subject to decay, and any other items that are discarded or considered useless material. This does not include hazardous or biohazardous matter.
3. **Class III Waste –** Furniture, toys, wood fencing, junk, and miscellaneous discarded items other than garbage and yard waste.

4. **Commercial Garbage**- Solid waste from premises used mainly for the purposes of a trade or business or for the purpose of sport, recreation, education, or entertainment.

5. **Disposal Facility-** The lawfully permitted solid waste management facility where the Vendor will take the City's acceptable waste for final disposal.

6. **Residential Garbage** - Solid waste comprising garbage and rubbish (such as bottles, cans, clothing, compost, disposables, food packaging, food scraps, newspapers, and magazines) that originates from private homes or apartments.

7. **Transfer station-** A solid waste transfer, waste processing, and transportation facility.

SECTION D - EXPERIENCE, LICENSING, AND LOCATION REQUIREMENTS

1. **Licensing Requirements:**

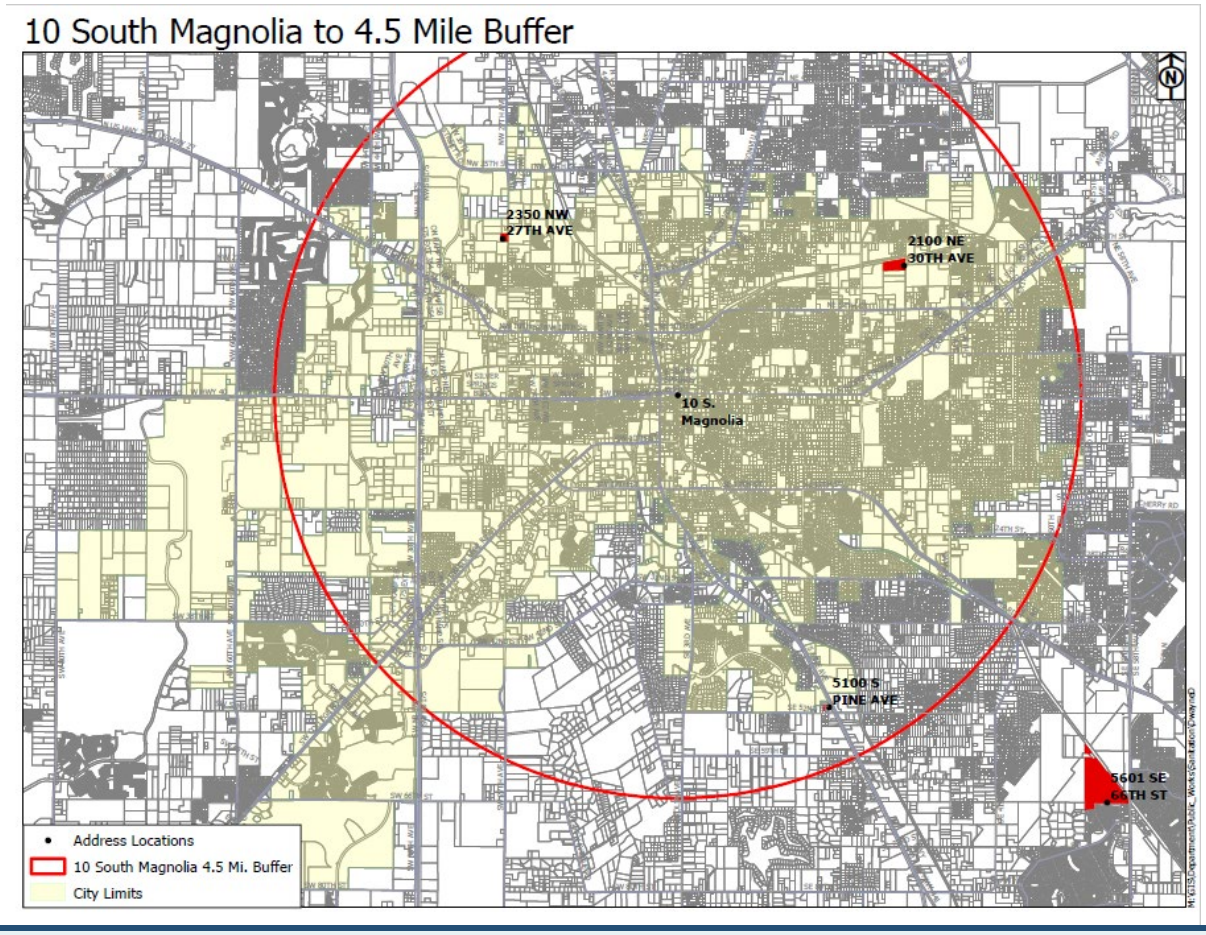
   a. Vendor shall secure, renew, modify (if necessary), maintain, and pay for all permits, licenses, inspections, and other governmental charges that are necessary for the Vendor's performance under the resulting contract.

   b. Vendor's selected transfer station, waste processing facility, and disposal facility must meet all applicable Florida Department of Environmental Protection (FDEP) and Florida Administrative Code (FAC) Chapter 62-701 Solid Waste Management Facilities requirements.

2. **Location Requirements:**

   a. Vendor's selected transfer station, waste processing facility, and/or disposal facility must be located within the following boundaries: north boundary NE and NW 35th St.; south boundary SE and SW 52nd St.; east boundary SE and NE 44th Ave.; and the west boundary SW and NW 44th Ave. (see map).

   b. The only exception to requirement 3(a) above shall be the Marion County Baseline Landfill Facility located at 5601 SE 66th St. in Ocala. (**As shown in the map below**):



SECTION E – CITY RESPONSIBILITIES

The City of Ocala will deliver Class I and Class III waste, residential garbage, commercial garbage, and other acceptable waste to the awarded Vendor's selected transfer station or waste processing facility for processing and transportation to a lawfully permitted solid waste management facility for final disposal.

SECTION F - VENDOR REQUIREMENTS

Vendor will be required to adhere to the following:

1. Vendor shall be responsible for the complete disposal of all collected waste in the most cost-efficient and effective manner.

2. Vendor shall be solely responsible for ensuring its performance under the resulting contract, following all applicable local, state, and federal laws and permitting regulations.

3. Vendor shall provide all labor, facilities, supervision, materials, facilities, facilities, and equipment necessary for the processing of all acceptable waste delivered and for the transportation of all acceptable waste from the Vendor's transfer station or waste processing facility, for disposal at a disposal facility.

4. Vendor shall: (a) inspect, process, and load all acceptable waste; (b) transport acceptable waste from the transfer station or waste processing facility; and (c) dispose of that acceptable waste at the disposal facility.

5. **ANNUAL HOUSEHOLD HAZARDOUS WASTE DAYS**. Vendor must also properly dispose of all residentially generated hazardous waste collected at two (2) annual household hazardous waste collection days and two annual tire amnesty collection days sponsored by the City, free of charge. These single-day events will be held at a City-owned facility capable of handling such an event or at another suitable site mutually agreed to by both parties.

6. Vendor agrees to accept up to 20 tons of hazardous/prohibited waste per year that is unknowingly or prearranged to be delivered by the City and up to $5,000 annually in additional disposal fees for the disposal of hazardous waste that is unintentionally delivered to the facility by the City as part of an acceptable waste load that is discovered to be accidentally comingled with hazardous waste. Vendor also agrees to accept up to 50 tons of waste tires annually at no additional charge.

7. Vendor shall provide flexibility in operations and operating hours in the event of an emergency or natural disaster to accommodate the needs of the City. This would include additional opening hours for Saturdays and Sundays as needed for emergency collection drop-offs.

8. Vendor shall allow the City to deliver individually collected household hazardous and electronic waste to the transfer station or waste processing facility to be stored in between our two collection day events, which will be disposed of by the transfer station or waste processing facility at that time.

9. Vendor shall provide a 30-yard roll-off container at Sanitation Division for the collection of tires. The Vendor must trade out the container each time they are notified for pickup.

10. Vendor shall provide a 20-yard roll-off container at Ocala Electric Utility for the collection and disposal of utility poles. The Vendor must trade out the container each time they are notified for pick up.

11. Vendor shall obtain and pay for any licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.

12. Vendor shall utilize competent employees in performing the work. Employees performing the work on behalf of the Vendor must be properly licensed or qualified as required by the scope/project.

13. 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's Project Manager. The telephone number provided must be answered during normal working hours or voicemail must be available to take a message.

14. At the request of the City, 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.

15. 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.

16. Vendor shall possess all required equipment to perform the work.

17. Lighting in the Vendor's transfer station or waste processing facility must be good and must be maintained in good operating condition.

18. Hose(s) shall be available, operational, and always in good condition for truck washouts.

SECTION G - VALUE-ADDED SERVICES

Vendor **MUST** also provide, at a minimum, the following value-added services, at no additional cost to the City:

1. Vendor shall make at least ten (10) portable toilets continuously available without charge at various locations throughout the City as designated by the Director or his designee.

2. Vendor shall provide 500 event boxes (disposable cardboard trash containers) and 800 event box liners annually free of charge.

	Exhibit B - PRICE PROPOSAL		CONTRACT# PWD/250692
	VENDOR NAME		LOCATION
	GFL Solid Waste Southeast, LLC.		Ocala, FL

INITIAL CONTRACT TERM PRICING			
ITEM	DESCRIPTION	ESTIMATED ANNUAL TONNAGE	COST
1	Provide transfer station point for the City to drop all residential solid waste class I and class III waste, and for transferring it to a final disposal.	1	$ 59.73
2	Provide transfer station point for the City to drop all and commercial solid waste class I and class III waste, and for transferring it to a final disposal.	1	$ 59.73

BID TABULATION & NOTICE OF INTENT TO AWARD

Bid Name: **Solid Waste Disposal**
ProRFx ID: ITB05132500000065
Notifications Sent: #5547
Bids: #2

Solicitation: **ITB# PWD/250692**
Buyer: Louis Joseph
Buyer Email: ljoseph@ocalafl.gov
Buyer Phone: 352-629-8260

7/16/2025 **Notice of Intent to Award** to **GFL Solid Waste Southeast, LLC.** pending City Council approval.

Bidder Name	Office Location	Total Bid Amount
GFL Solid Waste Southeast, LLC	**Ocala, FL**	**$ 3,882,450.00**
Waste Pro of Florida, Inc.*	Ocala, FL	$ 3,380,000.00

*Bid Rejected and Disqualified

Item	Description	Qty	UOM	Unit Price	Total
1	**Provide transfer station point for the City to drop all residential solid waste class I and class III waste, and for transferring it to a final disposal.**	**17000**	**PER TON**		
	Waste Pro of Florida, Inc	17000	PER TON	$ 52.00	$ 884,000.00
	GFL Solid Waste Southeast, LLC	17000	PER TON	$ 59.73	$ 1,015,410.00

Item	Description	Qty	UOM	Unit Price	Total
2	**Provide transfer station point for the City to drop all commercial solid waste, class I and class III waste, and for transferring it to a final disposal.**	**48000**	**PER TON**		
	Waste Pro of Florida, Inc	48000	PER TON	$ 52.00	$ 2,496,000.00
	GFL Solid Waste Southeast, LLC	48000	PER TON	$ 59.73	$ 2,867,040.00

File #: 2025-1973 Agenda Item #: 10c.

Submitted By: Tiffany Stewart

Presentation By: Darren Park

Department: Public Works

FORMAL TITLE:
Seventh amendment to the agreement with Waste Pro of Florida, Inc. for single-stream curbside recycling with a yearly expenditure of $1,684,065

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place, Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Public Works Sanitation Division has provided single-stream curbside recycling services for single-family residences within the city limits since April 2012.

On December 15, 2017, the City of Ocala issued Invitation to Bid (ITB) No.: PWD/18-014 for single-stream curbside recycling. Waste Pro of Florida, Inc. (Waste Pro) was the sole bidder at $332 per ton. On May 15, 2018, the City Council approved the award of Contract No.: PWD/18-014 with Waste Pro for a five-year term in the amount of $6,308,000. The agreement included one optional, five-year renewal period with an annual Consumer Price Index for All Urban Consumers (CPI-U) adjustment of not more than 3 percent per year.

The First Amendment to the agreement for a CPI-U rate increase to $337.98 per ton was approved by the Assistant City Manager, effective December 30, 2019.

The Second Amendment, for a CPI-U rate increase to $342.04 per ton, was approved by the Assistant City Manager, effective October 1, 2020.

The Third Amendment, for a CPI-U rate increase to $352.30 per ton, was approved by the Assistant City Manager, effective October 1, 2021.

The Fourth Amendment, for a CPI-U rate increase to $362.70 per ton, was approved by the City Council on December 6, 2022.

For the Fifth Amendment, in addition to a five percent CPI-U rate increase, which brought the rate to $391.90 per ton, the parties negotiated modifications which included an increase of the contamination rate to 25 percent, and an annual CPI-U-justified rate increase of no more than 5 percent for the renewal term through September 30, 2028. This amendment was approved by City Council on April 4, 2023.

The Sixth Amendment to the agreement for a CPI-U rate increase to $406.79 per ton was approved by the City Council on October 15, 2024.

FINDINGS AND CONCLUSIONS:
Due to continued economic pressures on processing, labor, recycling, and disposal expenses, Waste Pro is requesting a CPI-U rate increase to $427.13, a 5 percent ($20.34) increase, effective October 1, 2025.

Year	Bidder Name	Office Location	Total Amount
2018	**Waste Pro of Florida, Inc**	**Ocala, FL**	**$332.00/ton**
2019	**Waste Pro of Florida, Inc**	**Ocala, FL**	**$337.98/ton**
2020	**Waste Pro of Florida, Inc**	**Ocala, FL**	**$342.04/ton**
2021	**Waste Pro of Florida, Inc**	**Ocala, FL**	**$352.30/ton**
2022	**Waste Pro of Florida, Inc**	**Ocala, FL**	**$362.70/ton**
2023	**Waste Pro of Florida, Inc**	**Ocala, FL**	**$391.90/ton**
2024	**Waste Pro of Florida, Inc**	**Ocala, FL**	**$406.79/ton**
2025	**Waste Pro of Florida, Inc**	**Ocala, FL**	**$427.13/ton**

The expected expenditure for Fiscal Year 2025-26, with a 5 percent increase, is $1,665,494 ($427.13 x 3,800 tons [contract minimum] plus $42,400 for contamination). The Fiscal Year 2025-26 budgeted amount for recycling is $1,684,065. This amount was budgeted in anticipation of the CPI-U increase as well as residential growth within the city limits.

Staff recommends approval of the Seventh Amendment to the agreement, effective October 1, 2025.

FISCAL IMPACT:
Funds for this contract have been budgeted for Fiscal Year 2025-26 in account 453-023-326-534-53-34010 in the amount of $1,684,065.

PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Amendment will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

SEVENTH AMENDMENT TO AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING

THIS SEVENTH AMENDMENT TO AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING ("Seventh Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WASTE PRO OF FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 59-3701785) ("Vendor").

WHEREAS, on May 15, 2018, City and Vendor entered into an Agreement for Single-Stream Curbside Recycling for a term of five (5) years from October 1, 2018, through September 30, 2023, City of Ocala Contract Number: PWD/18-014 (the "Original Agreement"); and

WHEREAS, on December 30, 2019, City and Vendor entered into a First Amendment (the "First Amendment") of Agreement for Single-Stream Curbside Recycling, modifying the compensation in accordance with the escalation provisions in the Original Agreement; and

WHEREAS, on June 10, 2021, City and Vendor entered into a Second Amendment (the "Second Amendment") of Agreement for Single-Stream Curbside Recycling, to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on October 12, 2021, City and Vendor entered into a Third Amendment (the "Third Amendment") of Agreement for Single-Stream Curbside Recycling, to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on January 31, 2023, City and Vendor entered into a Fourth Amendment (the "Fourth Amendment") of Agreement for Single-Stream Curbside Recycling, to further amend the compensation per Section 3, Escalation of the Original Agreement utilizing the CPI-U Index; and

WHEREAS, on April 10, 2023, City and Vendor entered into a Fifth Amendment (the "Fifth Amendment") of Agreement for Single-Stream Curbside Recycling, extending the Original Agreement for the available five-year renewal period and further amending the compensation and contamination provisions.

WHEREAS, on October 30, 2024, City and Vendor entered into a Sixth Amendment (the "Sixth Amendment") of Agreement for Single-Stream Curbside Recycling, amending the compensation terms in the Original Agreement.

WHEREAS, Vendor has requested an increase to the contract compensation amount pursuant to the CPI-U Index.

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 Vendor agree as follows:

1. **RECITALS.** City and Vendor 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 Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Seventh Amendment.
3. **COMPENSATION.** Effective **OCTOBER 1, 2025**, the City shall pay the Vendor for the performance of the work, and in accordance with the contract documents a total of **$427.13 per ton (FOUR**

HUNDRED TWENTY-SEVEN AND 13/100 DOLLARS/TON) which represents a 5% increase based on the most recent **twelve (12) month** period of the CPI-U Index.

4. **NOTICES**. All notices, certifications or communications required by this Seventh 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 Vendor:	Waste Pro of Florida, Inc. Attn: Joseph Lourenco 408 Cypress Road Ocala, Florida 34472 PH: 352-857-3387 E-mail: jolourenco@wasteprousa.com
If to City of Ocala:	Daphne M. Robinson, 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

5. **COUNTERPARTS.** This Seventh Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

6. **ELECTRONIC SIGNATURE(S).** Vendor, 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 Seventh Amendment. Further, a duplicate or copy of the Seventh Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Seventh Amendment for all purposes.

7. **LEGAL AUTHORITY**. Each person signing this Seventh Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Seventh 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 Seventh Amendment.

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

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Kristen Dreyer
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

WASTE PRO OF FLORIDA, INC.

_____

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

Ocala

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Item Details

File Number: 2024-2317

ID #:	2024-2317	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	6	**In Control:**	City Council
				File Created:	09/23/2024
Presented By: :				**Final Action:**	10/15/2024

rmal Title: Approve the sixth amendment to the agreement with Waste Pro of Florida, Inc. for single-stream curbside recycling for an additional contract expenditure of $98,782

Internal Notes:

Target Meeting: 10/15/2024

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL Sixth Amendment PWD/18-014, Council Report - 4-5-23 - Renewal of Curbside Recycling (PWD 18-014), Fully Executed - Fifth Amendment PWD/18-014, Fully Executed - Fourth Amendment PWD/18-014, Fully Executed - Third Amendment PWD/18-014, Fully Executed - Second Amendment PWD/18-014, Fully Executed - First Amendment PWD/18-014, Fully Executed - Original Contract PWD 18-014

Enactment Number:

:ommendation:

Hearing Date:

Entered by: tstewart@ocalafl.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/15/2024	Approved				Pass
		Aye: 4	Council Member Bethea Sr, Council Member Hilty Sr, Council Member Musleh, and Council President Mansfield				
		Absent: 1	Pro Tem Dreyer				

Text of Legislative File 2024-2317

Submitted By: Tiffany Stewart

Presentation By: Darren Park

..end
Department: Public Works

STAFF RECOMMENDATION (Motion Ready):

Approve the sixth amendment to the agreement with Waste Pro of Florida, Inc. for single-stream curbside recycling for an additional contract expenditure of $98,782

..end

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place, Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Public Works Sanitation Division has provided single-stream curbside recycling services for residential and multi-family complexes within the city limits since April 2012.

On December 15, 2017, the City issued its Invitation to Bid (ITB) No.: PWD/18-014 for single-stream curbside recycling. Waste Pro of Florida, Inc. ("Waste Pro") was the sole bidder at $332.00 per ton. On May 15, 2018, City Council approved the award of Contract No.: PWD/18-014 with Waste Pro for a five-year term in the amount of $6,308,000. The agreement included one (1) optional, (5) five-year renewal period with an annual Consumer Price Index for All Urban Consumers (CPI-U) adjustment of not more than three percent (3%) per year

The First Amendment to the Agreement for a CPI-U rate increase to $337.98 per ton was approved by the Assistant City Manager effective December 30, 2019. The Second Amendment for a CPI-U rate increase to $342.04 per ton was approved by the Assistant City Manager effective October 1, 2020. The Third Amendment for a CPI-U rate increase to $352.30 per ton was approved by the Assistant City Manager effective October 1, 2021. The Fourth Amendment for a CPI-U rate increase to $362.87 per ton was approved by the City Council on December 6, 2022.

FINDINGS AND CONCLUSIONS:
For the Fifth Amendment, in addition to a 5% CPI-U rate increase, the parties negotiated modifications which included a guaranteed 3,800 tons annually, an increase of the contamination rate to 25%, and a CPI-U-justified rate increase of no more than 5% for the renewal term commencing October 1, 2023 through September 30, 2028.

Due to continued economic pressures on processing, labor, recycling, and disposal expenses, Waste Pro is requesting a CPI-U rate increase to $406.79 per ton, a 3.8 percent ($14.89) increase, effective October 1, 2024, through September 30, 2025.

The Fiscal Year 2024-25 budgeted amount for recycling is $1,600,000. The projected expenditure with the 3.8 percent increase is $1,698,782. The increased rate of $406.79 multiplied by 3,800 tons (contract minimum), plus $42,200 (contamination), minus the previous rate of $391.90 and multiplied by 3,800 tons

(contract minimum) results in an increase of $98,782. With the CPI-U increase, the projected expense results in a budget shortfall of $98,782 for Fiscal Year 2024-2025.
Staff recommends approval of the Sixth Amendment to the Agreement effective October 1, 2024, through September 30, 2028.
FISCAL IMPACT:
$98,782 will be transferred from the Sanitation Reserve for Contingencies to fund the increase for Fiscal Year 2024-25 in 453-023-326-534-53-34010. An accompanying budget resolution is provided on the consent portion of this agenda.
PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Amendment will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Adopt with Changes
- Table
- Deny

Docusign Envelope ID: 81AB478F-FDE2-4C83-92D2-CF8A5B5F6703

SIXTH AMENDMENT TO AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING

THIS SIXTH AMENDMENT TO AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING ("Sixth Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WASTE PRO OF FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 59-3701785) ("Vendor").

WHEREAS, on May 15, 2018, City and Vendor entered into an Agreement for Single-Stream Curbside Recycling for a term of five (5) years from October 1, 2018, through September 30, 2023, City of Ocala Contract Number: PWD/18-014 (the "Original Agreement"); and

WHEREAS, on December 30, 2019, City and Vendor entered into a First Amendment (the "First Amendment") of Agreement for Single-Stream Curbside Recycling, modifying the compensation in accordance with the escalation provisions in the Original Agreement; and

WHEREAS, on June 10, 2021, City and Vendor entered into a Second Amendment (the "Second Amendment") of Agreement for Single-Stream Curbside Recycling, to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on October 12, 2021, City and Vendor entered into a Third Amendment (the "Third Amendment") of Agreement for Single-Stream Curbside Recycling, to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on January 31, 2023, City and Vendor entered into a Fourth Amendment (the "Fourth Amendment") of Agreement for Single-Stream Curbside Recycling, to further amend the compensation per Section 3, Escalation of the Original Agreement utilizing the CPI-U Index; and

WHEREAS, on April 10, 2023, City and Vendor entered into a Fifth Amendment (the "Fifth Amendment") of Agreement for Single-Stream Curbside Recycling, extending the Original Agreement for the available five-year renewal period and further amending the compensation and contamination provisions.

WHEREAS, Vendor has requested to further amend the compensation terms in the Original Agreement, as amended.

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 Vendor agree as follows:

1. **RECITALS.** City and Vendor 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 Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Sixth Amendment.
3. **COMPENSATION.** Effective **OCTOBER 1, 2024**, the City shall pay the Vendor for the performance of the work, and in accordance with the contract documents a total of **$406.79 per ton (FOUR HUNDRED SIX AND 79/100 DOLLARS/TON)** which represents a 3.8% increase based on the most recent **twelve (12) month** period of the CPI-U Index.
4. **NOTICES**. All notices, certifications or communications required by this Sixth Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if

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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 Vendor:	Waste Pro of Florida, Inc. Attn: Joseph Lourenco 408 Cypress Road Ocala, Florida 34472 PH: 352-857-3387 E-mail: jolourenco@wasteprousa.com
If to City of Ocala:	Daphne M. Robinson, 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

5. **COUNTERPARTS.** This Sixth Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** Vendor, 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 Sixth Amendment. Further, a duplicate or copy of the Sixth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Sixth Amendment for all purposes.
7. **LEGAL AUTHORITY**. Each person signing this Sixth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Sixth 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 Sixth Amendment.

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

Docusign Envelope ID: 81AB478F-FDE2-4C83-92D2-CF8A5B5F6703

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment on 10/30/2024.

ATTEST:

Signed by: Angel B. Jacobs 8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by: Barry Mansfield 550E4A5AC2B44F7...

Barry Mansfield
City Council President

Approved as to form and legality:

DocuSigned by: William E. Sexton B07DCFC4E86E429...

William E. Sexton, Esq.
City Attorney

WASTE PRO OF FLORIDA, INC.

DocuSigned by: A7E338788F1D404...

By: Joseph Lourenco
(Printed Name)

Title: Division Manager
(Title of Authorized Signatory)

DocuSign

Certificate Of Completion

Envelope Id: 81AB478FFDE24C8392D2CF8A5B5F6703 Status: Completed

Subject: SIGNATURE - Sixth Amendment to Agreement for Single-Stream Curbside Recycling (PWD/18-014)

Source Envelope:

Document Pages: 3 Signatures: 4 Envelope Originator:

Certificate Pages: 5 Initials: 0 Porsha Ullrich

AutoNav: Enabled 110 SE Watula Avenue

EnvelopeId 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

10/16/2024 12:45:37 PM pullrich@ocalafl.gov

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: City of Ocala - Procurement & Contracting Location: DocuSign

Signer Events	Signature	Timestamp
Joseph Lourenco jolourenco@wasteprousa.com Division Manager Security Level: Email, Account Authentication (None)	DocuSigned by: A7E336788F1D404... Signature Adoption: Drawn on Device Using IP Address: 67.9.97.106	Sent: 10/16/2024 12:56:09 PM Viewed: 10/16/2024 12:57:38 PM Signed: 10/16/2024 12:58:24 PM
Electronic Record and Signature Disclosure: Accepted: 10/16/2024 12:57:38 PM ID: 36570743-b08b-4898-976d-3b7223fc2019		
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: 10/16/2024 12:58:26 PM Viewed: 10/17/2024 1:13:12 PM Signed: 10/17/2024 1:21:34 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Barry Mansfield bmansfield@ocalafl.org Council President City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Barry Mansfield 550E4A5AC2B44F7... Signature Adoption: Pre-selected Style Using IP Address: 107.115.48.2 Signed using mobile	Sent: 10/17/2024 1:21:36 PM Viewed: 10/30/2024 7:13:58 AM Signed: 10/30/2024 7:14:09 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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: 10/30/2024 7:14:11 AM Viewed: 10/30/2024 8:23:31 AM Signed: 10/30/2024 8:23:43 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 10/30/2024 8:23:31 AM ID: f676ef8a-fb40-4876-bbbc-13f467e6ea71		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/16/2024 12:56:10 PM
Certified Delivered	Security Checked	10/30/2024 8:23:31 AM
Signing Complete	Security Checked	10/30/2024 8:23:43 AM
Completed	Security Checked	10/30/2024 8:23:43 AM

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.

DocuSign Envelope ID: 0F7707C7-D753-4F3E-8345-6D06C7D98728

FIFTH AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING

THIS FIFTH AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING ("Fifth Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WASTE PRO OF FLORIDA, INC.**, a corporation duly organized and authorized to do business in the State of Florida (EIN# 59-3701785) ("Vendor").

WHEREAS, on May 15, 2018, City and Vendor entered into an Agreement for Single-Stream Curbside Recycling for a term of five (5) years from October 1, 2018 through and including September 30, 2023, City of Ocala Contract Number: PWD/18-014 (the "Original Agreement"); and

WHEREAS, on December 30, 2019, City and Vendor entered into a First Amendment ("First Amendment") of Agreement for Single-Stream Curbside Recycling to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on June 10, 2021, City and Vendor entered into a Second Amendment ("Second Amendment") of Agreement for Single-Stream Curbside Recycling to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on October 12, 2021, City and Vendor entered into a Third Amendment ("Third Amendment") of Agreement for Single-Stream Curbside Recycling to amend the compensation pursuant to the escalation provisions on the Original Agreement; and

WHEREAS, on January 31, 2023, City and Vendor entered into a Fourth Amendment ("Fourth Amendment") of Agreement for Single-Stream Curbside Recycling to further amend the compensation per Section 3, Escalation of the Original Agreement utilizing the CPI-U Index; and

WHEREAS, City and Vendor now desire to extend the term of the Original Agreement for the single five-year renewal period available under the Original Agreement, and to further amend the compensation and contamination terms in the Original Agreement.

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 Vendor agree as follows:

1. **RECITALS.** City and Vendor 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 Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Fifth Amendment.
3. **RENEWAL TERM**. The Original Agreement is hereby renewed for an additional five-year term beginning **OCTOBER 1, 2023** and terminating **SEPTEMBER 30, 2028**.
4. **COMPENSATION**. Effective **OCTOBER 1, 2023**, the City shall pay the Vendor for the performance of the work, and in accordance with the contract documents a total of **$391.90 per ton (THREE HUNDRED NINETY-ONE AND 90/100 DOLLARS/TON)** which represents an 8% increase based on the prior year's CPI-U index change.
   A. Pricing shall remain firm and fixed during the initial year of this Renewal Term.

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B. Any renewal price adjustments shall be subject to negotiation and must be approved by the City of Ocala. Contractor shall submit a written request for price adjustment identifying the reason for the price increase, and attach suitable documentation in support of same, no less than **NINETY (90) DAYS** prior to the anniversary date of the Renewal Term. No retroactive price adjustments will be allowed.

C. Pricing increases shall not exceed the lesser of: (i) the amount of the percentage increase reflected in the Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted, based upon the most recent **TWELVE (12) MONTH** period; or (ii) **FIVE PERCENT (5%) ANNUALLY** unless there are mitigating market conditions.

D. The City guarantees a minimum 3,800 tons during a 12-month recycling period. Beginning every October 1st of the contract year, if recycling collections are less than 3,800 tons for the preceding 12-month period, the Vendor may invoice the City for the difference up to 3,800 tons at the contract price.

5. **CONTAMINATION.** The City will pay for contamination (out-throws) that exceed **TWENTY FIVE PERCENT (25%)** of the monthly recycling collection at the rate of **ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS ($125)** per ton. A composition study shall be performed every six months during the renewal term to determine charges for out-throws. Vendor shall notify the City the date on which each composition study will be performed, and invite the City to observe the process.

6. **NOTICES**. All notices required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served on the date delivered if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

If to Vendor:
Waste Pro of Florida, Inc.
Joseph Lourenco
408 Cypress Road
Ocala, FL 34472
PH: 352-857-3387
E-mail: jolourenco@wasteprousa.com

If to City of Ocala:
Daphne M. Robinson, Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.org

Copy to:
William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-401-3972
Email: cityattorney@ocalafl.org

DocuSign Envelope ID: 0F7707C7-D753-4F3E-8345-6D06C7D98728

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

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment on 4/10/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
AE8276846B24E4E5...
Angel B. Jacobs
City Clerk

CITY OF OCALA:

DocuSigned by:
James P. Hilty, Sr.
65D4FC329B6F4DF...
James P. Hilty, Sr.
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
A07116E04E8E48...
William E. Sexton
City Attorney

WASTE PRO OF FLORIDA, INC.

DocuSigned by:
By: Joseph Lourenco
0FCC0D375D88442...

Joseph Lourenco
(Printed Name)

Division Manager
(Title)

DocuSign

Certificate Of Completion

Envelope Id: 0F7707C7D7534F3E83456D06C7D98728
Status: Completed
Subject: FOR SIGNATURE - Renewal of Single-Stream Curbside Recycling Agreement (PWD/18-014)
Source Envelope:
Document Pages: 3
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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
4/6/2023 11:30:18 AM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: DocuSign

Signer Events	Signature	Timestamp
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: 4/6/2023 11:33:27 AM Viewed: 4/6/2023 11:35:22 AM Signed: 4/6/2023 11:35:35 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
James P. Hilty, Sr. jhilty@ocalafl.org President Security Level: Email, Account Authentication (None)	DocuSigned by: James P. Hilty, Sr. 6FD4FC329B6F4DF... Signature Adoption: Pre-selected Style Using IP Address: 174.212.46.203 Signed using mobile	Sent: 4/6/2023 11:35:35 AM Viewed: 4/6/2023 11:36:02 AM Signed: 4/6/2023 11:36:20 AM
Electronic Record and Signature Disclosure: Accepted: 2/22/2023 9:50:44 PM ID: 14e56788-1409-4fcd-8b7c-ddcc68b32a87		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs F82769461C4E4E5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 4/6/2023 11:36:20 AM Viewed: 4/10/2023 10:51:45 AM Signed: 4/10/2023 10:51:55 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Joseph Lourenco jolourenco@wasteprousa.com Division Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Joseph Lourenco 0FCC0D375D88442... Signature Adoption: Pre-selected Style Using IP Address: 67.9.97.106	Sent: 4/10/2023 10:51:56 AM Viewed: 4/10/2023 11:19:34 AM Signed: 4/10/2023 11:21:20 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 4/10/2023 11:19:34 AM ID: 3a09cb5a-7587-4997-9e4e-0626c251bda3		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/6/2023 11:33:27 AM
Certified Delivered	Security Checked	4/10/2023 11:19:34 AM
Signing Complete	Security Checked	4/10/2023 11:21:20 AM
Completed	Security Checked	4/10/2023 11:21:20 AM

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.

FOURTH AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING

THIS FOURTH AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING ("Fourth Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WASTE PRO OF FLORIDA, INC.**, a corporation duly organized and authorized to do business in the State of Florida (EIN# 59-3701785) ("Vendor").

WHEREAS, on May 15, 2018, City and Vendor entered into an Agreement for Single-Stream Curbside Recycling for a term of five (5) years from October 1, 2018 through and including September 30, 2023, City of Ocala Contract Number: PWD/18-014 (the "Original Agreement"); and

WHEREAS, on December 30, 2019, City and Vendor entered into a First Amendment ("First Amendment") of Agreement for Single-Stream Curbside Recycling to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on June 10, 2021, City and Vendor entered into a Second Amendment ("Second Amendment") of Agreement for Single-Stream Curbside Recycling to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on October 12, 2021, City and Vendor entered into a Third Amendment ("Third Amendment") of agreement for Single-Stream Curbside Recycling to amend the compensation pursuant to the escalation provisions on the Original Agreement; and

WHEREAS, City and Vendor now desire to further amend the compensation per Section 3, Escalation of the Original Agreement utilizing the CPI-U index and to amend Exhibit A – Scope of Service to allow for exemptions from recycling requirements under certain circumstances.

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 Vendor agree as follows:

1. **RECITALS.** City and Vendor 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 Vendor 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 Fourth Amendment.
3. **COMPENSATION**. Effective **OCTOBER 1, 2022**, the City shall pay the Vendor for the performance of the work, and in accordance with the contact documents a total of **$362.70 per ton (THREE HUNDRED SIXTY-TWO AND 70/100 DOLLARS/TON)** which represents a 3% increase based on the prior year's CPI-U index change. The City guarantees a minimum 3,800 tons during a 12-month recycling period. Beginning every October 1st of the contract year, if recycling collections are less than 3,800 tons for the preceding 12-month period, the Vendor may invoice the City for the difference up to 3,800 tons at the contract price.
4. **NOTICES**. All notices required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served on the date delivered if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

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If to Vendor:	Waste Pro of Florida, Inc. Joseph Lourenco 408 Cypress Road Ocala, FL 34472 PH: 352-857-3387 E-mail: jlourenco@wasteprousa.com
If to City of Ocala:	Daphne M. Robinson, Esq. - Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 Fax: 352-690-2025 E-mail: notices@ocalafl.org
Copy to:	William E. Sexton, Esq. - City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 Email: cityattorney@ocalafl.org

5. **COUNTERPARTS.** This Fourth Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** Vendor, 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 Fourth Amendment. Further, a duplicate or copy of the Fourth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Fourth Amendment for all purposes.
7. **LEGAL AUTHORITY**. Each person signing this Fourth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Fourth 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 Fourth Amendment.

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

Doc ID:

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

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA:

James P. Hilty, Sr.
City Council President

Approved as to form and legality:

William E. Sexton
City Attorney

WASTE PRO OF FLORIDA, INC.

By: _____

Waste Pro of Florida, Inc.
(Printed Name)

Division Manager
(Title)

Doc ID:

Vendor shall be responsible for recycling collection, processing and hauling with glass included. Vendor is guaranteed to be paid for a minimum of 3,800 tons of recycling collection. Single-stream recycling is available to approximately 16,000 residential customers, 7,000 multi-family customers and just over 100 residential offices. Recycling collection services are performed once per week at the curbside, or rear door. Collection services are performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. The approximate annual amount of recyclables collected is 3,800 tons with glass.

Definitions

Recyclables – Objects that can be salvaged, processed and used again.

Recyclable processing – Sorting and/or delivering recyclables to a certified recycling facility.

Landfilling – A system of trash and garbage disposal in which the waste is buried between layers of earth.

Vendor Responsibilities

Vendor will be responsible for the complete collection and processing of recyclables in the most cost efficient and effective manner. It is the sole responsibility of the Vendor to perform the necessary activities in accordance with requirements of any permits and applicable laws.

Scope of Service

A. Vendor will collect, process, and market recyclable materials including:
   1. Aluminum products; bi-metal/steel cans;
   2. PET, PETE, HDPE plastic containers (includes colored, #1-7 plastics);
   3. Newspapers and inserts; phone books; junk mail; office paper; old corrugated cardboard (OCC); paperboard; magazines; cereal boxes;
   4. Glass containers;
   5. Aerosol cans.

B. The current collections are approximately 3,800 tons (with glass) annually from single family residential units, multifamily residential units serviced by the commercial division (dumpsters) and City buildings and properties

C. Vendor shall be required to monitor and keep records of market conditions for recyclable materials described under Paragraph A, above. For any recyclable material found to have a market value of $0 for a period of **SIXTY (60) DAYS**, Vendor may submit a written request for exemption from recycling requirements to the City Project Manager seeking permission to landfill said items. Upon receipt of the City's approval, Vendor may landfill those recyclable materials specifically set forth in the City's approval. Within **SIXTY (60) DAYS** of an improvement in market conditions, Vendor must resume recycling services for those recyclable materials previously approved for landfill disposal due to a decrease in market value.

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Recycling Collection Schedule

The Vendor shall collect recyclables on a weekly basis. Collections must not begin before 7:00 a.m. Recycling services will be performed year round, excluding predetermined holidays and with the exception of extreme and adverse weather conditions. The Vendor will give notification and consult with the City as such occasions arise. The Vendor will work with City staff to determine holiday and inclement weather pick up schedule modifications.

Collection Procedure

Vendor shall collect all properly prepared materials accepted by this program. Newspapers and other paper materials shall be considered acceptable for collection whether wet or dry. Improper contents, i.e. those materials not designated for collections, do not have to be collected and may be left in the container with a printed explanatory notice. The contents of the notices shall be subject to the City's approval prior to printing for use.

Vendor will not place items from the customer's cart on the ground and cardboard boxes placed next to recycle carts will be collected. In the case of missed collections, arrangements should be made to collect those the same day or on the next business day.

Road Specifications

All roads and/or drives receiving garbage service are eligible to participate in curbside recycling.

Front Door/Back Door Service

Special front door/back door collection service shall be provided for medical waiver residents as identified by the City. The City will relay all customer requests for such service to the Vendor upon receipt. Currently, 150 residents receive this service.

Multi-Family Complexes

Multi-family recycling drop off points may require screening and/or other solutions to accommodate the containers and to meet the planning, parking, access, appearance, zoning, and other requirements of the jurisdiction in which the site is found. The complexes themselves may also have appearance and other requirements. Vendor will have primary responsibility for ensuring the placement of sufficient containers at each complex. Containers used for multifamily dwellings must be maintained by the Vendor in cooperation with apartment complex or mobile home park maintenance personnel so that they are available for use. Vendor shall furnish recycling containers appropriate for multi-family complexes.

The City will not require the Vendor to bear any expense of any required site modifications, but the Vendor will be required to work closely with the complex managers to ensure proper and acceptable container placement.

Revenues

Vendor will receive 100% of the revenues from the sale of recyclables.

Public Awareness Campaign

Before and during the program, the Vendor will conduct a Public Awareness Campaign, with the assistance of the City, to ensure comprehensive public education of the recycling program. The vendor will be responsible for providing flyers along with delivery of the bins to all households.

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Vendor will submit for the City's review, any marketing program it plans for public awareness to promote recycling.

City Buildings

The City requires that City buildings and properties maintained by the City receive basic recycling service at no charge.

Contamination

All recycling materials collected will be processed and marketed by the Vendor. Landfilling of approved recycling materials will be prohibited, apart from material contamination. The Vendor must report on a quarterly basis the landfilling of contaminated materials, providing in writing the details of how much, and where materials were landfilled.

The City will pay for contamination (out-throws) that exceed 10% of the monthly recycling collection at the rate of $125.00 a ton beginning six months after service begin date. Five months after the service begin date, a composition study will be completed to calculate the percentage of out-throws charged to the City on monthly collections. Updated composition studies will be done every 6 months thereafter to determine the charge for out-throws for that period. The vendor will notify the City the date when each composition study will be completed, and invite the City to observe the process.

Recycling Bins

Vendor will provide and distribute, at its own expense, collection containers for each unit. Used carts can be provided if they are in good condition. For most households, these containers will be 96 gallon carts. Smaller bins/containers will be available for disabled residents, or those in smaller housing units with limited space that may request a reduced size collection bin. Each container will be able to withstand outside weather conditions and will have the City of Ocala's logo imprinted (if new carts) and contractor's name and number identified. Vendor must provide additional containers at the request of the City at no cost, as needed. Appearance, color and design of the containers are subject to the approval of the City to distinguish them as recycle containers.

When customers request a bin/cart, the request must be met within five (5) working days.

Reporting Requirements

Vendor will be required to keep accurate program records and submit reports to comply with the City's reporting requirements. These reports are extremely important, as they will serve as a means to inform the City's staff of the status of recycling activities. The City also requires the Vendor to provide certifiable, accurate monthly weight receipts for all materials collected in the City's program and marketed by the Vendor. The Vendor will submit these records of sales of materials quarterly. Monthly, quarterly and annual reporting requirements are outlined below:

Monthly Project Reports

- Summaries of the tonnages of all materials recovered by material type.
- List of all customer complaints including name, address, date, nature of complaint, and how the complaint was resolved.

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- Weekly set-out rates and monthly participation rates.
- Any changes in processing locations or outlets for any commodity.

Quarterly Reporting Requirements

- Tonnages recovered by material and where they were processed.
- Discussion of problems and noteworthy experiences in program operation.
- Summary of all complaint calls received by number and type.

Annual Reports

- Summary of participation rates, recovered materials' tonnage and type, and where they were processed.
- A discussion of public awareness activities and their impact on participation and recovered volumes.
- A discussion of highlights and problems, and measures taken to resolve problems and increase efficiency and household participation.
- Summary of complaint calls by number and type.

Contract Term

This contract will remain as a firm, fixed-price contract for a term of five (5) years. One five-year renewal may be exercised upon both parties' mutual written agreement.

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Title	Fourth Amendment of Agreement for Single-Stream Curbside...
File name	FOR COUNCIL - Ame... Inc (PWD 18-.pdf
Document ID	42e0abf470f49eaa06e9293b7b8678dd41b8220c
Audit trail date format	MM / DD / YYYY
Status	● Pending signature

Document History

SENT	**12 / 07 / 2022** 11:56:18 UTC-5	Sent for signature to William E. Sexton, Esq. (wsexton@ocalafl.org), James P. Hilty, Sr. (jhilty@ocalafl.org), Angel B. Jacobs (ajacobs@ocalafl.org) and Waste Pro of Florida, Inc. (jlourenco@wasteprousa.com) from plewis@ocalafl.org IP: 216.255.240.104
VIEWED	**12 / 15 / 2022** 14:37:52 UTC-5	Viewed by William E. Sexton, Esq. (wsexton@ocalafl.org) IP: 216.255.240.104
SIGNED	**12 / 15 / 2022** 14:38:38 UTC-5	Signed by William E. Sexton, Esq. (wsexton@ocalafl.org) IP: 216.255.240.104
INCOMPLETE	**12 / 15 / 2022** 14:38:38 UTC-5	This document has not been fully executed by all signers.

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Audit trail date format	MM / DD / YYYY
Status	● Pending signature

Document History

SENT	**01 / 09 / 2023** 10:56:55 UTC-5	Sent for signature to James P. Hilty, Sr. (jhilty@ocalafl.org), Angel B. Jacobs (ajacobs@ocalafl.org) and Waste Pro of Florida, Inc. (jlourenco@wasteprousa.com) from plewis@ocalafl.org IP: 67.231.55.34
VIEWED	**01 / 09 / 2023** 13:17:42 UTC-5	Viewed by James P. Hilty, Sr. (jhilty@ocalafl.org) IP: 24.250.245.57
SIGNED	**01 / 09 / 2023** 13:17:57 UTC-5	Signed by James P. Hilty, Sr. (jhilty@ocalafl.org) IP: 24.250.245.57
VIEWED	**01 / 09 / 2023** 14:23:07 UTC-5	Viewed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 09 / 2023** 14:23:16 UTC-5	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
INCOMPLETE	**01 / 09 / 2023** 14:23:16 UTC-5	This document has not been fully executed by all signers.

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Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**01 / 31 / 2023** 09:56:53 UTC-5	Sent for signature to Waste Pro of Florida, Inc. (jolourenco@wasteprousa.com) from plewis@ocalafl.org IP: 67.231.55.34
VIEWED	**01 / 31 / 2023** 09:58:27 UTC-5	Viewed by Waste Pro of Florida, Inc. (jolourenco@wasteprousa.com) IP: 38.104.89.90
SIGNED	**01 / 31 / 2023** 10:01:03 UTC-5	Signed by Waste Pro of Florida, Inc. (jolourenco@wasteprousa.com) IP: 38.104.89.90
COMPLETED	**01 / 31 / 2023** 10:01:03 UTC-5	The document has been completed.

THIRD AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING

THIS THIRD AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING ("Third Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WASTE PRO OF FLORIDA, INC.**, a corporation duly organized and authorized to do business in the State of Florida (EIN# 59-3701785) ("Vendor").

WHEREAS, on May 15, 2018, City and Vendor entered into an Agreement for Single-Stream Curbside Recycling for a term of five (5) years from October 1, 2018 through and including September 30, 2023, City of Ocala Contract Number: PWD/18-014 (the "Original Agreement"); and

WHEREAS, on December 30, 2019, City and Vendor entered into a First Amendment ("First Amendment") of Agreement for Single-Stream Curbside Recycling to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on June 10, 2021, City and Vendor entered into a Second Amendment ("Second Amendment") of Agreement for Single-Stream Curbside Recycling to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, City and Vendor now desire to further amend the compensation per Section 3, Escalation of the Original Agreement utilizing the CPI-U index.

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 Vendor agree as follows:

1. **RECITALS.** City and Vendor 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 Vendor 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 Third Amendment.
3. **COMPENSATION**. Effective **OCTOBER 1, 2021**, the City shall pay the Vendor for the performance of the work, and in accordance with the contact documents a total of **$352.30 per ton (THREE HUNDRED FIFTY-TWO AND 30/100 DOLLARS)** which represents a 3% increase based on the prior year's CPI-U index change. The City guarantees a minimum 3,800 tons during a 12-month recycling period. Beginning every October 1st of the contract year,

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if recycling collections are less than 3,800 tons for the preceding 12-month period, the Vendor may invoice the City for the difference up to 3,800 tons at the contract price.

4. **NOTICES**. All notices, certifications or communications required by this Third 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 email. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Waste Pro of Florida, Inc. Joseph Lourenco 408 Cypress Road Ocala, FL 34472 PH: 352-857-3387 E-mail: jolourenco@wasteprousa.com
If to City of Ocala:	Tiffany L. Kimball, Contracting Officer City of Ocala, City Hall 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8366 FAX: 352-690-2025 Email: tkimball@ocalafl.org
Copy to:	Robert W. Batsel, Jr. Gilligan, Gooding, Batsel, Anderson & Phelan, P.A. 1531 SE 36th Avenue Ocala, Florida 34471 PH: 352-867-7707 FAX: 352-867-0237 Email: rbatsel@ocalalaw.com

5. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

6. **ELECTRONIC SIGNATURE(S).** Vendor, 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 Third Amendment. Further, a duplicate or copy of the Third Amendment

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that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Third Amendment for all purposes.

7. **LEGAL AUTHORITY**. Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third 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 Third Amendment.

IN WITNESS WHEREOF, the parties have executed this Third Amendment on 10/12/2021.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA:

Ken Whitehead

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

/s/Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

WASTE PRO OF FLORIDA, INC.

By: Joseph Lourenco

Joseph Lourenco
(Printed Name)

Division Manager
(Title)

Doc ID: 8668[illegible]

TITLE	For Signature: Third Amendment to Single-Stream Curbside...
FILE NAME	For Signature - A... (PWD 18-014).pdf
DOCUMENT ID	86df812398edb5c5466eda3c36af8b91eda78aab
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Out For Signature

Document History

SENT	**10 / 12 / 2021** 11:56:33 UTC-4	Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Ken Whitehead (kwhitehead@ocalafl.org), Angel B. Jacobs (ajacobs@ocalafl.org) and Waste Pro of Florida, Inc. (jlourenco@wasteprousa.com) from plewis@ocalafl.org IP: 216.255.240.104
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SIGNED	**10 / 12 / 2021** 14:08:58 UTC-4	Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
VIEWED	**10 / 12 / 2021** 14:09:41 UTC-4	Viewed by Ken Whitehead (kwhitehead@ocalafl.org) IP: 216.255.240.104
SIGNED	**10 / 12 / 2021** 14:14:41 UTC-4	Signed by Ken Whitehead (kwhitehead@ocalafl.org) IP: 216.255.240.104

HELLOSIGN

Audit Trail

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STATUS	● Out For Signature

Document History

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SIGNED	**10 / 13 / 2021** 08:49:42 UTC-4	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
INCOMPLETE	**10 / 13 / 2021** 08:49:42 UTC-4	This document has not been fully executed by all signers.

TITLE	For Signature: Amendment 3 - Single-Stream Curbside...
FILE NAME	For_Signature__Th..._PWD_18-014_.pdf
DOCUMENT ID	3082800b8dc3236e8869927d5d7a430087850260
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SENT	**09 / 27 / 2022** 12:35:05 UTC-4	Sent for signature to Waste Pro of Florida, Inc. (jolourenco@wasteprousa.com) from plewis@ocalafl.org IP: 216.255.240.104
VIEWED	**09 / 27 / 2022** 12:36:32 UTC-4	Viewed by Waste Pro of Florida, Inc. (jolourenco@wasteprousa.com) IP: 174.211.241.113
SIGNED	**09 / 27 / 2022** 13:21:32 UTC-4	Signed by Waste Pro of Florida, Inc. (jolourenco@wasteprousa.com) IP: 67.9.97.106
COMPLETED	**09 / 27 / 2022** 13:21:32 UTC-4	The document has been completed.

SECOND AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING

THIS SECOND AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WASTE PRO OF FLORIDA, INC.**, a corporation duly organized and authorized to do business in the State of Florida (EIN# 59-3701785) ("Vendor").

WHEREAS, on May 15, 2018, City and Vendor entered into an Agreement for Single-Stream Curbside Recycling (the "Original Agreement"), City of Ocala Contract Number: PWD/18-014; and

WHEREAS, the term of the Original Agreement commenced on October 1, 2018 and has provisions for escalation utilizing the CPI-U index; and

WHEREAS, City and Vendor are amending the compensation per Section 3, Escalation of the Original Agreement.

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 Vendor agree as follows:

1. **RECITALS.** City and Vendor 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 Vendor 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 Second Amendment.
3. **COMPENSATION**. Effective **October 1, 2020**, the City shall pay the Vendor for the performance of the work, and in accordance with the contact documents a total of **$342.04 (THREE HUNDRED, FORTY-TWO AND 04/100 DOLLARS) per ton** which represents a 1.2% increase based on the prior year's CPI-U index change. The City guarantees a minimum 3,800 tons during a 12-month recycling period. Beginning every October 1st of the contract year, if recycling collections are less than 3,800 tons for the preceding 12-month period, the Vendor may invoice the City for the difference up to 3,800 tons at the contract price.

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4. **NOTICES**. All notices, certifications or communications required by this Second 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 email. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Waste Pro of Florida, Inc. Joseph Lourenco 408 Cypress Road Ocala, FL 34472 PH: 352-857-3387 E-mail: jlourenco@wasteprousa.com
If to City of Ocala:	Tiffany L. Kimball, Contracting Officer City of Ocala, City Hall 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8366 FAX: 352-690-2025 Email: tkimball@ocalafl.org
Copy to:	Robert W. Batsel, Jr. Gilligan, Gooding, Batsel, Anderson & Phelan, P.A. 1531 SE 36th Avenue Ocala, Florida 34471 PH: 352-867-7707 FAX: 352-867-0237 Email: rbatsel@ocalalaw.com

5. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

6. **ELECTRONIC SIGNATURE(S).** Vendor, 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 Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.

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7. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on 06 / 10 / 2021.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA:

Ken Whitehead

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

/s/ Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

WASTE PRO OF FLORIDA, INC.

Vice President or higher

Doc ID: c3662686f9ca29c51b07225861cf1c88646b3793

TITLE	Amendment 2: Single-Stream Curbside Recycling
FILE NAME	0576_001.pdf
DOCUMENT ID	c3662686f9ca29c51b07225861cf1c88646b3793
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

SENT	**06 / 08 / 2021** 17:02:12 UTC-4	Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Ken Whitehead (kwhitehead@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from cmfitsemons@ocalafl.org IP: 216.255.240.104
VIEWED	**06 / 09 / 2021** 08:40:15 UTC-4	Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
SIGNED	**06 / 09 / 2021** 08:41:53 UTC-4	Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
VIEWED	**06 / 09 / 2021** 14:06:27 UTC-4	Viewed by Ken Whitehead (kwhitehead@ocalafl.org) IP: 216.255.240.104
SIGNED	**06 / 10 / 2021** 15:55:47 UTC-4	Signed by Ken Whitehead (kwhitehead@ocalafl.org) IP: 216.255.240.104

TITLE	Amendment 2: Single-Stream Curbside Recycling
FILE NAME	0576_001.pdf
DOCUMENT ID	c3662686f9ca29c51b07225861cf1c88646b3793
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

VIEWED	**06 / 10 / 2021** 15:57:29 UTC-4	Viewed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**06 / 10 / 2021** 15:57:40 UTC-4	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**06 / 10 / 2021** 15:57:40 UTC-4	The document has been completed.

FIRST AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING

THIS FIRST AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING ("First Amendment") is entered into this 30th day of December, 2019, by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WASTE PRO OF FLORIDA, INC.**, a corporation duly organized and authorized to do business in the State of Florida (EIN# 59-3701785) ("Vendor").

WHEREAS, on May 15, 2018, City and Vendor entered into an Agreement for Single-Stream Curbside Recycling (the "Original Agreement"), City of Ocala Contract Number: PWD/18-014; and

WHEREAS, the term of the Original Agreement commenced on October 1, 2018 and is set to expire on September 20, 2023; and

WHEREAS, City and Vendor desire are amending the compensation per the provisions of Section 3, Escalation of the Original Agreement.

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 Vendor agree as follows:

1. **RECITALS.** City and Vendor 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 Vendor 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. **COMPENSATION**. The City shall pay the Vendor for the performance of the work, and in accordance with the contact documents a total of **$337.98 per ton (THREE HUNDRED, THIRTY-SEVEN AND 98/100 DOLLARS)**. The City guarantees a minimum 3,800 tons during a 12-month recycling period. Beginning every October 1st of the contract year, if recycling collections are less than 3,800 tons for the preceding 12-month period, the Vendor may invoice the City for the difference up to 3,800 tons at the contract price.

4. **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 email. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Waste Pro of Florida, Inc. Joseph Lourenco 408 Cypress Road Ocala, FL 34472 PH: 352-857-3387 E-mail: jlourenco@wasteprousa.com
If to City of Ocala:	Tiffany L. Kimball, Contracting Officer City of Ocala, City Hall 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8366 FAX: 352-690-2025 Email: tkimball@ocalafl.org
Copy to:	Patrick G. Gilligan, Esquire Gilligan, Gooding, Franjola & Batsel, P.A. 1531 SE 36th Avenue Ocala, Florida 34471 PH: 352-867-7707 FAX: 352-867-0237 Email: pgilligan@ocalalaw.com

5. **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.

6. **ELECTRONIC SIGNATURE(S).** Vendor, 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.

7. **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.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date set forth above

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA:

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.
Assistant City Attorney

WASTE PRO OF FLORIDA, INC.

Vice President or higher

CITY OF OCALA
GOD BE WITH US
MARION COUNTY, FLORIDA

AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING

THIS AGREEMENT is entered into this 15th day of May, 2018 by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **WASTE PRO OF FLORIDA, INC.,** a Florida registered corporation (EIN: 59-3701785), with offices at 408 Cypress Road, Ocala, Florida 34472 ("Vendor").

WHEREAS:

The City of Ocala issued an Invitation to Bid on December 15, 2017 for **ITB# PWD/17-032: Solid Waste Disposal and Recycling Services**.

Two (2) bidders responded, and Waste Pro of Florida, Inc. was the lowest responsive and responsible bidder for recycling services. The Vendor was subsequently selected as the intended awardee for these services.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

1. **SERVICES.** Vendor will provide all materials, labor, and equipment to provide single stream recycling services for the City as described, and pursuant to the scope of service set forth on the attached **Exhibit A - Scope of Service**, and underlying ITB# PWD/17-032. The contract, and all exhibits, hold precedence over the ITB documents.

2. **COMPENSATION.** City shall pay Vendor for the performance of the work, and in accordance with the contract documents, a total of **$332.00 per ton (THREE HUNDRED, THIRTY-TWO DOLLARS).** The City guarantees a minimum 3,800 tons during a 12-month recycling period. Beginning every October 1st of the contract year, if recycling collections are less than 3,800 tons for the preceding 12-month period, the Vendor may invoice City for the difference up to 3,800 tons at the contract price.

3. **ESCALATION.** During each contract year anniversary on October 1st, Vendor may request a CPI-U adjustment applied to the per ton price, but in no case will it exceed 3% yearly. If the CPI-U change is greater than 3% in one year, the difference will carryforward and be applied to the following year for a maximum of 3% total. (I.e.- if Year 1 has a CPI-U increase of 3.8 % then .8% will carry forward to the next year to be applied to the CPI-U change. In no event will City's increase ever be more than the 3% cap in any year)

4. **RECYCLING MARKETS.** If recycling market prices change significantly during the course of the contract, the Vendor may present their findings to the City for consideration of a price or scope adjustment. Vendor may terminate the contract upon a 180-day notice if a revised agreement between the parties cannot be met.

5. **CONTAMINATION.** The City will pay for contamination (out-throws) that exceed 10% of the monthly recycling collection at the rate of **$125.00 per ton** beginning six months after service begin date. A composition study will be completed five months after service begin date which will be used to calculate the percentage of out-throws charged to the City on monthly collections beginning on month six. Updated composition studies will be done every six months during the renewal term to determine charges for out-throws. Waste Pro will notify the City the date when each composition study will be completed, and invite the City to observe the process.

6. **TERM & TERMINATION.** This Agreement shall begin on **October 1, 2018** and terminate at the end of the business day on **September 30, 2023**. This Agreement may, by written consent between City and the Vendor, be renewed for up to one (1) additional five-year term. Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within thirty (30) days of said notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

7. **CHANGE IN SCOPE.** Should the City and Vendor mutually agree to a change in the scope of services being provided during the term of this Agreement, an agreed to price adjustment shall be set forth in a written amendment to this Agreement. Pricing shall be based on unit prices set forth in this Agreement, when applicable.

8. **PERFORMANCE EVALUATION.** At the end of the contract, the City may evaluate the Vendor's performance. This evaluation will become public record.

9. **CONTRACT FULFILLMENT.** Vendors who enter into an Agreement with the City of Ocala and fail to complete the contract term, for any reason, will be subject to future bidding suspension for one (1) year, and up to a possible three (3) year bid debarment for serious contract failures.

10. **TAGGING PROCEDURES.** Vendor will perform tagging procedures as outlined in Exhibit B-Tagging Procedures to assist with reducing contamination in the City's recycling stream. The City will visit tagged households on the 2nd violation to discuss contamination and violations

with recycling. Repeat offenders will have their recycling cart removed by the City.

11. **METHOD OF COMPENSATION.** In consideration for providing the City with the services described in this contract, the City will compensate the Vendor as noted in **Section 2** as follows:

A. The City will pay Vendor, as approved and invoiced, for each verified ton of recycling collected. Vendor shall provide certified scale reports of tons collected with the invoice. The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and State law.

B. Vendor shall invoice the City monthly for all tons collected during the preceding calendar month. Invoices for this Agreement will be prepared by Vendor, and submitted through the responsible City Project Manager at: **City of Ocala Sanitation Department, Dwayne Drake, 2100 NE 30th Avenue, Building 200, ddrake@ocalafl.org**. Invoices must be reviewed and agreed upon by City of Ocala Project Manager; this review and agreement shall not be unreasonably withheld, conditioned, or delayed. The City contract number must be listed on the submitted invoice along with an assigned invoice number and invoice date. Please indicate any payment discount terms on the invoice. One original of the invoice should be included with the submission.

C. The City reserves the right to withhold payment for work not completed, or services completed unsatisfactorily, or work or products deemed inadequate or untimely by the City. Any payment withheld will be released and paid to Vendor promptly when work or products are subsequently performed/delivered to the City's satisfaction.

12. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Vendor. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Vendor's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Vendor. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided. Insurance written on a "Claims Made" form is not acceptable without City of Ocala Risk Management consultation.

B. Deductibles. Vendor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. Vendor is responsible for the amount of any deductible or self-insured retention.

C. Certificates. Vendor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured for General Liability, and Business Automobile Liability insurance. The City of Ocala, Procurement Department, 110 SE Watula Ave, Ocala, FL 34471 should be shown as the Certificate Holder, and for providing for required thirty (30) day cancellation notice.

*Non-rated insurers must be pre-approved by the City Risk Manager.

D. Failure to Maintain Coverage. In the event Vendor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.

E. Severability of Interests. Vendor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or be endorsed to include, a severability of interests/cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

13. **LIABILITY INSURANCE.** Vendor shall procure and maintain for the life of this contract Commercial General Liability Insurance with limits not less than:

A. $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury;

B. $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations;

C. Commercial General Liability policy must include coverage for Contractual Liability.

The City, a political subdivision of the State of Florida, its officials, employees, and volunteers will be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Vendor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

14. **BUSINESS AUTO LIABILITY.** Vendor shall procure and maintain Automobile Insurance for the life of this contract. Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. The City must be an additional insured on the policy.

15. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure and maintain for the life of this contract Workers' Compensation insurance, and Employer's Liability at statutory requirement limits. Vendor shall ensure any subcontractor has statutory coverage. The City of Ocala need not be named as an additional insured, but a subrogation waiver endorsement is required. Exceptions and exemptions will be allowed by the City's HR/Risk Director, if they are in accordance with Florida Statute.

16. **POLLUTION LIABILITY.** Vendor shall purchase and maintain in force for the duration of the contract insurance for pollution legal liability applicable to bodily injury, property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs, removal, storage, disposal, and/or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense or settlement of claims.

    Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos.

17. **E-VERIFY.** In accordance with Executive Order 11-116, Vendor shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Vendor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

18. **SAFETY/ENVIRONMENTAL.** Vendor is responsible at all times for precautions to achieve the protection of all persons including employees and property. The Vendor shall make reasonable efforts to detect apparent hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All Vendor caused hazardous spills, accidents, injuries

or claims or potential claims shall be reported promptly to the City Risk Management Department.

19. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges the Vendor is an independent contractor. Nothing in this Agreement is intended, nor shall be construed, to create an agency relationship, a partner or partnership, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Vendor performs hereunder.

20. **ACCESS TO FACILITIES.** City will provide Vendor with access to the Facilities to permit Vendor to meet its obligations hereunder.

21. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.

22. **NON-EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor. This Contract shall not restrict City from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.

23. **PUBLIC RECORDS.** The Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Vendor shall:

    A. Keep and maintain public records required by the public agency to perform the service.

    B. 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.

    C. 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 the vendor does not transfer the records to the public agency.

    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the vendor or keep and maintain public records required by the public agency to perform the service. If the vendor transfers all public records to the public agency upon completion of the contract, the vendor shall destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor 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 THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

24. **TAX EXEMPTION**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor doing business with City will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

25. **EXCESS FUNDS**. Any party receiving funds paid by City under this Agreement shall promptly notify City of any funds erroneously received upon the discovery of such erroneous funds receipt. Any such excess funds shall be refunded to City within thirty (30) days, or must include interest calculated from the date of the erroneous payment or overpayment at the interest rate for judgments at the highest rate as allowed by law.

26. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

27. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

28. **CONFLICT OF INTEREST.** Vendor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor must

disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

29. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Vendor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

30. **PUBLIC ENTITY CRIMES.** Vendor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

31. **DEFAULT.** This Agreement is critical to the City and the City reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of the Vendor to carry out any obligation, term, or condition of the Agreement. The City will issue a written notice of default effective immediately and not deferred by any interval of time. Default shall be any act or failure to act on the part of the Vendor including, but not limited to, any of the following:

    A. Vendor fails to adequately perform the services set forth in the specifications of the Agreement;

    B. Vendor fails to complete the work required within the time stipulated in the Agreement; and

C. Vendor fails to make progress in the performance of the Agreement and/or gives the City reason to believe that the Vendor will not or cannot perform to the requirements of the Agreement.

32. **REMEDIES/OPPORTUNITY TO CURE.** If Vendor defaults on any provision of this Agreement, City may, at its sole discretion, give written notice to Vendor detailing Vendor's violations and giving Vendor an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of City within the time required by the City to cure the default, after the date of notice of violation, the City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, including termination of this Agreement without further notice and all rights of vendor hereunder.

    Notwithstanding City's termination of the Agreement, Vendor shall remain liable to City for damages, costs, or attorney's fees arising prior to such termination. In case of default, the City reserves the right to hire another vendor to complete the required work in accordance with the needs of the City. City may recover any actual excess costs from the Vendor by: (a) Deduction from an unpaid balance, (b) Placing a claim against the Performance Bond, or (c) Any other remedy as provided by law.

33. **TERMINATION FOR CONVENIENCE.** City may, at any time and for any reason, terminate Vendor's services and work at City's convenience. Upon receipt of such notice, Vendor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Vendor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs incurred by Vendor as permitted by the contract and approved by City.

34. **NON-FUNDING.** In the event sufficient budgeted funds are not available or depleted, City shall notify the Vendor of such occurrence and contract shall terminate without penalty or expense to the City.

35. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party

to any other or further notice or demand in similar or other circumstances.

36. **FORCE MAJEURE.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented.

    For purposes of this Agreement, Force Majeure includes, but is not limited to, war, terrorism, riots, epidemics, fire, acts of nature, strikes, lockouts, court orders, and acts, orders, laws, or regulations of the government of the United States or the several states, prohibiting or impeding any party from performing its respective obligations under the contract.

    If Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue. Should Vendor be delayed in the commencement, performance, or completion of the Work due to any of the conditions under this section, Vendor shall be entitled to an extension of time only, provided however, that in no event shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such Force Majeure delays.

37. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

38. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

39. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City 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.

40. **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 email. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Waste Pro of Florida, Inc. Joseph Lourenco 408 Cypress Road Ocala, Florida 34472 Phone: 352-857-3387 Email: jlourenco@wasteprousa.com
If to City of Ocala:	Tiffany Kimball, Contracting Officer 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8366 Fax: 352-690-2025 Email: tkimball@ocalafl.org
Copy to:	Patrick G. Gilligan, Esquire Gilligan, Gooding, Franjola & Batsel, P.A. 1531 SE 36th Avenue Ocala, Florida 34471 Phone: 352-867-7707 Fax: 352-867-0237 Email: pgilligan@ocalalaw.com

41. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the

attorney to the prevailing party.

42. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

43. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

44. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

45. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

46. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

47. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

48. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

49. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

50. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

51. **ELECTRONIC SIGNATURE(S).** Vendor, 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.

52. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

53. **CONTRACT DOCUMENTS.** The contract documents that comprise the entire Agreement between the City and Vendor are made a part hereof, and are listed as exhibits. There are no contract documents other than those listed below. If there is a conflict in terms between this Agreement and the contract documents, then the terms of this Agreement will control over the terms of the contract documents listed below.

Exhibit A: Scope of Service (A-1 through A-5)

Exhibit B: Tagging Procedures (B-1 through B-2)

54. **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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA

Matthew J. Wardell
City Council President

Approved as to form and legality:

Patrick G. Gilligan
City Attorney

CITY OF OCALA * GOD BE WITH US * MARION COUNTY, FLORIDA

WASTE PRO OF FLORIDA, INC.

Vice President or higher

ACCEPTED BY CITY COUNCIL
May 15, 2018
DATE
OFFICE OF THE CITY CLERK

Vendor will be responsible for recycling collection, processing and hauling with glass included. Vendor is guaranteed to be paid for a minimum of 3,800 tons of recycling collection. Single stream recycling is available to approximately 16,000 residential customers, 7,000 multi-family customers and just over 100 residential offices. Recycling collection services are performed once per week at the curbside, or rear door. Collection services are performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday.

Definitions

Recyclables – Objects that can be salvaged, processed and used again.

Recyclable processing – Sorting and/or delivering recyclables to a certified recycling facility.

Landfilling – A system of trash and garbage disposal in which the waste is buried between layers of earth.

Vendor Responsibilities

Vendor will be responsible for the complete collection and processing of recyclables in the most cost efficient and effective manner. It is the sole responsibility of the Vendor to perform the necessary activities in accordance with requirements of any permits and applicable laws.

Recycling Materials

Vendor will collect, process, and market recyclable materials including:

1. Aluminum products; bi-metal/steel cans;
2. PET, PETE, HDPE plastic containers (includes colored, #1-7 plastics);
3. Newspapers and inserts; phone books; junk mail; office paper; old corrugated cardboard (OCC); paperboard; magazines; cereal boxes;
4. Glass containers;
5. Aerosol cans.

The current collections are approximately 3,800 tons (with glass) annually from single family residential units, multifamily residential units serviced by the commercial division (dumpsters) and City buildings and properties

Recycling Collection Schedule

The Vendor shall collect recyclables on a weekly basis. Collections must not begin before 7:00 a.m. Recycling services will be performed year round, excluding predetermined holidays and with the exception of extreme and adverse weather conditions. The Vendor will give notification and consult with the City as such occasions arise. The Vendor will work with City staff to determine holiday and inclement weather pick up schedule modifications.

Collection Procedure

Vendor shall collect all properly prepared materials accepted by this program. Newspapers and other paper materials shall be considered acceptable for collection whether wet or dry. Improper contents, i.e. those materials not designated for collections, do not have to be collected and may be left in the container with a printed explanatory notice. The contents of the notices shall be subject to the City's approval prior to printing for use.

Vendor will not place items from the customer's cart on the ground and over-sized cardboard boxes placed next to recycle carts will be collected by the City. In the case of missed collections, arrangements should be made to collect those the same day or on the next business day.

Road Specifications

All roads and/or drives receiving garbage service are eligible to participate in curbside recycling.

Front Door/Back Door Service

Special front door/back door collection service shall be provided for medical waiver residents as identified by the City. The City will relay all customer requests for such service to the Vendor upon receipt. Currently, 150 residents receive this service.

Multi-Family Complexes

Multi-family recycling drop off points may require screening and/or other solutions to accommodate the containers and to meet the planning, parking, access, appearance, zoning, and other requirements of the jurisdiction in which the site is found. The complexes themselves may also have appearance and other requirements. Vendor will have primary responsibility for ensuring the placement of sufficient containers at each complex. Containers used for

multifamily dwellings must be maintained by the Vendor in cooperation with apartment complex or mobile home park maintenance personnel so that they are available for use. Vendor shall furnish recycling containers appropriate for multi-family complexes.

The City will not require the Vendor to bear any expense of any required site modifications, but the Vendor will be required to work closely with the complex managers to ensure proper and acceptable container placement.

Revenues

Vendor will receive 100% of the revenues from the sale of recyclables.

Public Awareness Campaign

Before and during the program, the Vendor will conduct a Public Awareness Campaign, with the assistance of the City, to ensure comprehensive public education of the recycling program. The Vendor will be responsible for providing flyers along with delivery of the bins to all households. Vendor will submit for the City's review, any marketing program it plans for public awareness to promote recycling.

City Buildings

The City requires that City buildings and properties maintained by the City receive basic recycling service at no charge.

Contamination

All recycling materials collected will be processed and marketed by the Vendor. Landfilling of approved recycling materials will be prohibited, apart from material contamination. The Vendor must report on a quarterly basis the landfilling of contaminated materials, providing in writing the details of how much, and where materials were landfilled.

The City will pay for contamination (out-throws) that exceed 10% of the monthly recycling collection at the rate of $125.00 a ton beginning six months after service begin date. Five months after the service begin date, a composition study will be completed to calculate the percentage of out-throws charged to the City on monthly collections. Updated composition studies will be done every 6 months thereafter to determine the charge for out-throws for

that period. The Vendor will notify the City the date when each composition study will be completed, and invite the City to observe the process.

Recycling Bins

Vendor will provide and distribute, at its own expense, collection containers for each unit. Used carts can be provided if they are in good condition. For most households, these containers will be 96 gallon carts. Smaller bins/containers will be available for disabled residents, or those in smaller housing units with limited space that may request a reduced size collection bin. Each container will be able to withstand outside weather conditions and will have the City of Ocala's logo imprinted (if new carts) and contractor's name and number identified. Vendor must provide additional containers at the request of the City at no cost, as needed. Appearance, color and design of the containers are subject to the approval of the City to distinguish them as recycle containers.

When customers request a bin/cart, the request must be met within five (5) working days.

Reporting Requirements

Vendor will be required to keep accurate program records and submit reports to comply with the City's reporting requirements. These reports are extremely important, as they will serve as a means to inform the City's staff of the status of recycling activities. The City also requires the Vendor to provide certifiable, accurate monthly weight receipts for all materials collected in the City's program and marketed by the Vendor. The Vendor will submit these records of sales of materials quarterly. Monthly, quarterly and annual reporting requirements are outlined below:

Monthly Project Reports

- Summaries of the tonnages of all materials recovered by material type.
- List of all customer complaints including name, address, date, nature of complaint, and how the complaint was resolved.
- Weekly set-out rates and monthly participation rates.
- Any changes in processing locations or outlets for any commodity.

Quarterly Reporting Requirements

- Tonnages recovered by material and where they were processed.
- Discussion of problems and noteworthy experiences in program operation.

- Summary of all complaint calls received by number and type.

Annual Reports

- Summary of participation rates, recovered materials' tonnage and type, and where they were processed.
- A discussion of public awareness activities and their impact on participation and recovered volumes.
- A discussion of highlights and problems, and measures taken to resolve problems and increase efficiency and household participation.
- Summary of complaint calls by number and type.

Tagging Procedures

- Vendor will complete tagging procedures as outlined in **Exhibit B** to reduce contamination in the recycling stream. City will assist the effort by removing carts of repeat violators.

I. Recycling Tagging, Reporting, and Violation Procedures:

A. WastePro Tagging Procedures:

1. WastePro will provide a separate driver to identify violators and tag appropriately.
2. WastePro shall visually check each residence on all City routes on a continuous basis, one route per day, nine weeks to check all routes, until recycling contamination is reduced to 10% or less.
3. ***WastePro Cart Tagging Procedures***:
   a. First violation: WastePro must place a yellow tag with a yellow tag letter on recycling cart.
   b. Second violation: WastePro must place a red tag with a red tag letter on recycling cart.
   c. Third violation: WastePro must report violation to City for cart removal.

B. WastePro Reporting Procedures:

1. Provide a daily report to the City on recycling violations, the report must include the following:
   a. Date;
   b. Route;
   c. Address of violator;
   d. Contaminant(s)
   e. Number of violation offense (1, 2, or 3); and
   f. Color of tag left (if applicable).
2. Example of daily report format:

Tagging Report: April 25, 2018				
Route	**Address**	**Violation**	**Contaminants**	**Color of Tag**
2	2 SE 1st Street	1	Garbage	Yellow
4	4 SE Watula Ave	2	Yard waste	Red
6	6 SE 3rd Place	3	Cat litter	N/A

C. **City Recycling Violation Procedures:**

1. First violation: City will provide a yellow tag notice letter to WastePro.
2. Second violation: City will provide a red tag notice letter to WastePro. City representative will visit the residence and speak to the resident about recycling. If no one is home, a red tag notice letter will also be left at the residence or mailed to the residence.
3. Third violation: City will remove recycling cart from residence.

File #: 2025-1935 Agenda Item #: 10d.

Submitted By: Amy Casaletto

Presentation By: Amy Casaletto

Department: Recreation and Parks

FORMAL TITLE:
Three-year contract award to Shellard Lighting Design, LLC, for holiday lighting and décor services in an aggregate amount not to exceed $508,023

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place, Economic Hub

PROOF OF PUBLICATION:
Request for Proposal issued to the public: 6/26/2025

BACKGROUND:
For over 40 years, the City of Ocala's Light Up Ocala event and subsequent eight weeks of holiday lighting have drawn visitors into downtown Ocala, creating a festive downtown tradition that boosts the economy for local shops and restaurants.
On May 28, 2025, the City issued Invitation to Bid No. REC/250674 for the provision of holiday décor and lighting services in support of its annual holiday lighting program. A non-mandatory pre-proposal site meeting was held on June 12, 2025, where staff reviewed potential installation locations. Feedback received from that meeting led to the City deciding to convert the solicitation to a Request for Proposals (RFP), which was reissued on June 26, 2025.

The RFP closed on July 14, 2025, with four proposals received from: (1) Miami Christmas Lights d/b/a South Florida Lighting Team, LLC; (2) Miller Lights, Inc.; (3) Rileigh Outdoor, LLC; and (4) Shellard Lighting Design, LLC.
The City's Selection Committee met on July 29, 2025, for the evaluation of the submitted proposals and issued independent scorings on a weighted scale as follow:

Proposer Name	Office Location	Scoring	Ranking
Shellard Lighting Design LLC	Palm City, FL	**99**	**1**
Miami Christmas Lights dba South Forida Lighting Team, LLC	Miami Lakes, FL	**95**	**2**
Rileigh Outdoor, LLC dba Holiday Outdoor Décor	Allentown, PA	**92**	**3**

Miller Lights Inc	Orange City, FL	**89**	**4**

Shellard Lighting Design, LLC received the highest-ranking score of 99 out of a possible 100.

FINDINGS AND CONCLUSIONS:
The holiday decorations and lighting supplied and installed by the vendor under this contract will augment the lighting installed by the Ocala Electric Utility Department (OEU) for this program. The contract labor portion was implemented approximately 15 years ago to reduce the impact on OEU's labor resources, as the scale and type of decorations added are outside our practical means (e.g., set up of a 50-foot holiday tree).

As in prior years, the contract includes a large, decorated tree with synchronized lighting; pole wraps, bows and lighting; wreaths; stationary holiday décor items (giant ornament bulbs); illuminated standalone features; palm tree spiral lighting; and drip lights throughout the downtown and midtown areas including the Downtown Square, Citizens' Circle, Tuscawilla Park and Art Park, Union Train Station, West Heritage Trail and the North Magnolia Business District. OEU will continue to provide draped lighting on the Downtown Square.

FISCAL IMPACT:
The three-year contract amount is $508,023. The contract provides the option for three one-year renewals. Funds are budgeted annually in the Recreation and Parks Department Special Services budget 001-021-121-572 -57-31010.

PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

AGREEMENT FOR HOLIDAY LIGHTING AND DÉCOR SERVICES

THIS AGREEMENT FOR HOLIDAY LIGHTING AND DÉCOR SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **SHELLARD LIGHTING DESIGNS, LLC** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 82-1274837) ("Vendor").

WHEREAS, on June 26, 2025, City issued a Request for Proposal ("RFP") for the provision of holiday lighting and décor services for the City of Ocala annual holiday lighting program, RFP No.: REC/250674 (the "Solicitation"); and

WHEREAS, four (4) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the Proposal submitted by Shellard Lighting Designs, LLC received the highest score from the City's Selection Committee; and

WHEREAS, Vendor was chosen as the intended awardee to provide holiday lighting and décor services for the City's annual holiday lighting program (the "Project"); and

WHEREAS, Vendor certifies that Vendor is qualified and possesses the required experience and licensure.

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

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Vendor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote submitted by Vendor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:
   Exhibit A: Scope of Work (A-1 through A-8)
   Exhibit B: Price Proposal (B-1 through B-2)
   Exhibit C: Additional/Optional Pricing for Displays (C-1 through C-9)
   Exhibit D: Vendor Proposal (D-1 through D-23)

   If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C, then (4) Exhibit D.

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Vendor an amount no greater than **FIVE HUNDRED EIGHT THOUSAND, TWENTY-THREE AND NO/100 DOLLARS ($508,023)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance

of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

A. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Vendor's proposed price increases. Vendor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Vendors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.

B. **Invoice Submission**. Vendor shall submit invoices for leased holiday displays twice during each display year: (1) for 80% of the total amount due within **THIRTY (30) days** of installation; and (2) for 20% of the total amount due within **THIRTY (30) days** of removal. Vendor shall submit invoices for additional items purchased by City within **THIRTY (30) days** of providing said items. All invoices submitted by Vendor shall be itemized to reflect whether line items are leased or purchased and shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Recreation and Parks Department**, Attn: **Amy Casaletto, 8258 NE 8th Avenue, Ocala, Florida 34470**, E-Mail: acasaletto@ocalafl.gov.

C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

E. **Excess Funds**. If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

F. **Amounts Due to the City**. Vendor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **SEPTEMBER 17, 2025,** and continue in effect for a term of **THREE (3) YEARS**, through and including **SEPTEMBER 16, 2028** (the "Term"). This Agreement may be renewed for up to **THREE (3)** optional **ONE (1) YEAR** periods by written consent between City and Vendor.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.

   A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

   B. Neither the City Project Manager's review of Vendor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any

responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

      (2) Vendor provides material that does not meet the specifications of the Agreement;

      (3) Vendor fails to complete the work required within the time stipulated in the Agreement; or

      (4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

   B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

   C. **City's Remedies Upon Vendor Default**. In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

      (1) City shall be entitled to terminate this Agreement without further notice;

      (2) City shall be entitled to hire another Vendor to complete the required work in accordance with the needs of City;

      (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and

(4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; or (ii) any other remedy as provided by law.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

9. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

10. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.

11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

12. **VENDOR REPRESENTATIONS**. Vendor expressly represents that:

A. Vendor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.

B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.

C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

D. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, vendors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that

a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a vendor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. **VENDOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:

    A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

    B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.

    C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

    D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

    E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.

14. **WARRANTY.** Vendor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.

    A. Vendor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.

    B. Vendor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.

    C. Vendor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.

15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Vendor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.

17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

18. **GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.

    C. Policy must include coverage for contractual liability and independent contractors.

    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Vendor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

    A. Vendor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

    B. Vendor shall waive and shall ensure that Vendor's insurance carrier waives all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

    C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

20. **ADDITIONAL INSURANCE REQUIREMENTS.**

    A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting

Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.

B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. **Certificates of Insurance**. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Vendor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of

Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

21. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

    A. All employees on the work and other persons that may be affected thereby;

    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

    All injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

24. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without

additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Vendor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

25. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.

26. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.

27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

29. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:

    A. Keep and maintain public records required by the public agency to perform the service.

    B. 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.

    C. 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 Vendor does not transfer the records to the public agency.

    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency

to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'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.

30. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

31. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

32. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

33. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

34. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand

on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

36. **INDEMNITY.** Vendor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

37. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City 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.

38. **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 Vendor:	Shellard Lighting Designs, LLC Attention: Spencer Shellard 4551 SW Boatramp Avenue Palm City, Florida 34990 Phone: 561-358-7869 E-mail: shellardlighting@gmail.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

39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

44. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

49. **ELECTRONIC SIGNATURE(S).** Vendor, 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.

50. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

51. **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 _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

CITY OF OCALA

_____
Kristen Dreyer
City Council President

SHELLARD LIGHTING DESIGNS, LLC

_____

By: _____
(Printed Name)

Title: _____
(Title)

BACKGROUND

1. Vendor shall provide holiday lighting and decor services supporting the Recreation and Parks Department for the City's annual holiday lighting program.
2. Vendor shall provide lease and installation services for holiday decorations.
3. Vendor shall provide all labor, materials, supervision, tools, equipment, and vehicles necessary to perform the work as outlined within this **Exhibit A -Scope of Work** and **Exhibit B – Price Proposal**.

ANNUAL DISPLAY

1. **Annual Display Period:**
   START: two (2) weeks prior to Thanksgiving Day holiday
   END: the Friday before the Martin Luther King Jr. holiday
2. **Annual Installation and Maintenance:**
   a. Decorations shall be completely installed and fully functional no later than **two (2) weeks** prior to the Thanksgiving Day holiday.
   b. Tree installation shall not be completed any sooner than November 6th of each year. All other installations shall begin in October of each year and carry over to November.
   c. Provide one (1) crew to be present during a scheduled Light Up Ocala pre-lighting with the City to make any necessary repairs.
   d. This event shall take place the week before the Thanksgiving holiday, normally on a Wednesday, and shall be scheduled annually with the City Project Manager.
   e. This nighttime event and Vendor will need to be on-site in downtown Ocala from approximately 3:00 AM to 7:00 AM or until all lighting has been verified to be fully functional and repaired if needed.
   f. Vendor shall fully test and maintain the displays during the entire time they are operational.
   g. Check and re-lamp all broken and/or discolored lights on all displays each year to ensure 100% uniformity & illumination.
   h. Wire brushes, re-tape and re-paint/touch up displays every year to cover any abrasions that may occur during installation, transit, and storage.
   i. Maintain the installed holiday decorations during the display period and prior to installation in any successive year.
3. **Annual Removal and Storage:**
   a. Completely remove the entire display no later than the Friday before the Martin Luther King Jr. holiday each year.
   b. Store the holiday decorations until they are displayed again the following year.
4. **Repairs:** Vendor must respond to a request for repairs within 24 hours of notification.
   a. **Corrective Repairs:** Provide for no additional charge to the City, follow-up, or call-back work to correct improper repairs or installation of substandard materials furnished by the Vendor, or faulty workmanship by the Vendor (this does not include vandalism, pilferage, and force majeure).

b. **Additional Repairs:** Provide an itemized quote to the City for repairs due to vandalism, pilferage, and force majeure.
c. **Completion of Repairs:** Complete repairs within 72 hours of City's request.

5. **Quantities:**
   a. Quantities provided are representative of a typical annual program; but may vary year to year to meet City's needs.
   b. The City reserves the right to delete certain displays from the contract as necessary.
   c. By September 1st of each year, Contractor shall meet with the City to firm up the plan for the current year program.

INSTALLATION SCHEDULE

a. Contractor must follow the installation, testing, and removal schedule as shown below:

	Light Up Ocala Event
Year 1 - 2025	Saturday, November 22, 2025
Year 2 - 2026	Saturday, November 21, 2026
Year 3 - 2027	Saturday, November 20, 2027
Year 4 - 2028	Saturday, November 18, 2028
Year 5 - 2029	Saturday, November 17, 2029
Year 6 - 2030	Saturday, November 23, 2030

b.

Test Lighting - Installation Deadline
Wednesday, November 19, 2025
Wednesday, November 18, 2026
Wednesday, November 17, 2027
Wednesday, November 15, 2028
Wednesday, November 14, 2029
Wednesday, November 20, 2030

c.

Tree Installation Timeframe
11/10/25 - 11/14/25
11/9/26 - 11/13/26
11/8/27 - 11/12/27
11/6/28 - 11/10/28
11/5/29 - 11/9/29
11/11/30 - 11/15/30

d.

Removal Deadline (Friday before MLK Day)
Friday, January 16, 2026
Friday, January 15, 2027
Friday, January 14, 2028
Friday, January 12, 2029
Friday, January 18, 2030
Friday, January 17, 2031

VENDOR EMPLOYEES AND EQUIPMENT

1. Vendors 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. The 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 trucks shall display a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will provide access to City facilities for the Vendor to perform the work.
2. The City reserves the right to purchase any materials for the Vendor to use. The Vendor shall not charge a mark-up fee for material furnished by the City.
3. City shall provide single phase service with 14–20-amp breaker and outlets needed to power tree.
4. City shall provide and install lighting of oak trees on the downtown square.
5. Quantities provided are representative of a typical annual program; but may vary year to year to meet City's needs. The City reserves the right to delete certain displays from the contract as necessary. By September 1st of each year, the City shall meet with Vendor to firm up the plan for the current year program.

VENDOR RESPONSIBILITIES

1. Vendor shall install approved holiday decorations at locations outlined in this bid prior to the display period. Decorations shall be completely installed and fully functional prior to test lighting date.
2. Tree installation shall not be completed any sooner than November 6th of each year. Tree removal may not be completed prior to the first Friday of January.
3. All other installations shall begin in October of each year and carry over to November.
4. Provide one (1) crew to be present during a scheduled pre-lighting with the City to make any necessary repairs. This will take place during the week of Light Up Ocala.
5. Ensure that the holiday displays perform as specified for the entire display period.
6. Completely remove the entire display no later than the Friday before the Martin Luther King Jr. holiday each year.
7. Vendor shall 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.
8. Vendor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
9. Installation shall be in compliance with all requirements and instructions of applicable manufacturers.
10. Vendor shall be responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Vendor at their expense shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
11. If the Vendor is advised to leave a property by the property owner or their representative, the Vendor shall leave at once without altercation. Vendor shall then contact the City Project Manager within 24 hours and advises them of the reason for not completing the assigned project.
12. Data collected by the Vendor shall be in a format compatible with or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
13. Vendor shall ensure that all documents prepared under this contract have been prepared on a

Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.

SUB-CONTRACTORS

1. Vendors must perform a minimum of 70% of the work with their own forces.
2. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** Vendor shall always keep the premises free from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:
   a. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
   b. Work site will be completely cleaned after each day of work.
   c. Vendor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean the entire work area as applicable.
   a. All furnishings and equipment shall be placed back in the original locations.
   b. All work areas must be returned to their original condition.
   c. Vendor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition.

   Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.

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.

PRODUCTS DISPLAY SUBSTITUTIONS

1. Additional Display Options and Substitutions: If Vendor has displays different from what we are requesting, or optional additions to what we are requesting, they must submit photos of optional additions or substitutions.
   a. All additional display submissions must also include pricing.
   b. City reserves the right to deny any substitution requests and approve or deny additional

display options.

PANEL TREE REQUIRED SPECIFICATIONS (OR EQUIVALENT)

1. A new (unused) fifty-foot (50′) animated panel tree including the eight-foot (8′) 3D star must meet the below listed specifications or equivalent.
    A. Tree garland to be a natural, two-tone green opaque color (5.2 mil), branch size 4.5″ diameter with a total width of fourteen inches (14″), with two (2) branches every four inches (4″). Branch garland will be affixed to the four-foot (4′) panels framework.
    B. 11,500+each c7 retro fit led lights (red, green, blue, & strobes)
    C. 85+ each 24″ UV red fine cut glitter bows
    D. 1818+ each ornament sized from four inches (4″) to eight inches (8″) in size, using traditional holiday colors (red, gold, blue, silver, & green). Each ornament to be equipped with a solid 18-gauge wire strung through a drilled hole at the top of each ornament to prevent any detachments from being installed on the panel tree, (no plastic caps or inserts).
    E. 606+ each 4″ round ornaments
    F. 909+ each 6″ round ornaments
    G. 303+ each 8″ round ornaments
    H. Custom programmed light animation to consist of eleven (11) individual rows with four (4) individual channels per row (red, green, blue, and strobe lights), forty-five (45) individual channels programmed to randomly fade from color to color, fade up & down, stagger colors in between rows, random flicker, and fades of colors. (Please submit video of work).
    I. Animation control hardware to consist of six (6) Light-O-Rama (or equivalent) controllers with Light-O-Rama mini director.
    J. Frame to consist of a twenty-three-foot (23′) diameter base with four-foot (4′) stackable rings built on top of each other with a six-foot (6′) cone topper. The bottom two (2) rings (eight foot [8′] overall height) must have expanded metal security grids welded into the framework with one (1) lockable access door on bottom ring. Framework is built with one inch (1″) square tubing attached with approx. 220 U-bolts. Framework to be guy wired internally to eliminate any external guy wires.

PALM TREE WRAP AND SHRUB MINI LIGHTS REQUIRED SPECIFICATIONS (OR EQUIVALENT)

1. Lights must be wrapped with a space of no more than five inches (5″) apart. All male and female connections must be taped together to prevent any water intrusion. All palm tree trunks to be wrapped with warm white led lights set with the bottom fronds to be outlined with alternating green and red led lights. All small shrub style bushes to be wrapped in warm white led.
    A. Certifications: UL, Energy Star
    B. Lights: Seventy (70) 5mm led wide angle warm white, red and green, full wave, steady (not twinkle), twist proof, non-removable
    C. Dimensions: Six-inch (6") lead, four-inch (4") spacing, six-inch (6") tail, twenty-four foot (24.0') total length

D. Power: 4.83 total watts, 0.069 watts per bulb, 120 volt, forty-three (43) max sets connected
E. Plugs: Fused/stackable male plug, end-to-end connectors
F. Wire: Green wire, 22-gauge

2. Features:

A. Bulbs shall be virtually unbreakable, and colors never fade, chip or crack
B. LED bulbs remain cool to the touch
C. If one light goes out, the rest stay lit
D. Tighter twist wire to reduce tangling for a cleaner look
E. Indoor/outdoor use
F. Three (3) year warranty

POLE TRIM GARLAND WRAP WITH RED GLITTER BOWS REQUIRED SPECIFICATIONS (OR EQUIVALENT)

1. **Unlighted**: Twenty-five feet (25') of six inch (6") diameter rope style 1/8" fine cut natural two/tone green opaque garland (light & dark green PVC film 5.2 mil, bound together with two (2) 17 gauge wire that has been machine twisted at a 3: 1 ratio) to be evenly spiral wrapped, all at the same slight angle on select downtown poles. Garland to be attached to the pole with heavy duty 175lbs tensile strength UV tie wraps.
2. **Lighted:** Twenty-five feet (25') of six inch (6") diameter rope style 1/8" fine cut natural two/tone green opaque garland (light & dark green PVC film 5.2 mil, bound together with two (2) 17 gauge wire that has been machine twisted at a 3: 1 ratio with C7 retro fit green LED lights placed every six inches (6") on 18-gauge wire (fifty [50] total lights to be evenly spiral wrapped), all at the same slight angle on select downtown poles. Garland to be attached to the pole with heavy duty 175lbs tensile strength UV tie wraps.
3. **Branch garland unlighted:** 14-4-2 natural two/tone green opaque color, branch size 4.5" diameter with a total width of fourteen inches (14"), with two (2) branches every four inches (4"). Petals are 1/8" fine cut natural two/tone green opaque garland light & dark green PVC film 5.2 mil, bound together with two (2) 17-gauge wire that has been machine twisted at a 3: 1 ratio.
4. **Red glitter bows:**
   A. Twenty-four inch (24") heavy duty vinyl plastic (23 mil minimum) with reinforced wooden inner support structure.
   B. Glitter to be a minimum .008hex fire red poly*flake UV glitter applied to both sides of bow.
   C. Mounting clip must be attached to the back of wooden support structure of bow, standard stainless-steel band-it brack-it part no. D02189 (or equivalent) to be used to keep bow in the correct mounting position. Affixed with a minimum of one (1) heavy duty 175lbs tensile strength UV tie wrap.

ICE DROP LIGHTS SPECIFICATIONS (OR EQUIVALENT)

1. Twelve-inch (12") tubes have thirty-two (32) individual LED lights placed on both sides of circuit controller inside the tube.
2. Twenty-inch (20") tubes have sixty-four (64) individual LED lights placed on both sides of circuit

controller inside the tube.

3. Thirty-two-inch (32") tubes have ninety-six (96) individual LED lights placed on both sides of circuit controller inside the tube.
4. All tubes operate independently on random speeds of trailing light falling.
5. Ice drop lights operate on 12v low voltage transformer.

POLE MOUNT DISPLAYS REQUIRED SPECIFICATIONS (OR EQUIVALENT)

1. Light poles to be decorated with a combination of seven feet (7') to eight feet (8') holiday displays, which can include, eight feet (8') stockings, eight feet (8') soldiers, eight feet (8') double flower poinsettias, four feet (4') to five feet (5') wreaths, candles, and a variety of trees.
2. All garland style pole mounts to be equipped with heavy duty c9 eagle type twist on sockets on 14-gauge wire.
3. All silhouette style displays to have c7 retrofit led style sockets taped to the frame for maximum visual awareness.
4. Vendor must have at least twenty-five (25) different styles of pole mount displays in there working inventory to choose from.
5. All mounting hardware for the poles must be secured with at least five (5) stainless steel bands for decoration over five feet (5') in height.

PLUG REQUIRED SPECIFICATIONS (OR EQUIVALENT)

1. **Plugs:** 18/2 slide on male plug white
2. **Wire Insulation:** SPT1 ,18/2
3. **Amp Capacity:** 10
4. **Color:** white
5. **Usage:** indoor/outdoor

EXHIBIT B - PRICE PROPOSAL				CONTRACT# REC/250674
	VENDOR NAME			
	Shellard Lighting Designs LLC			

ITEM	DESCRIPTION	Quantity	UOM	Unit Cost
1	**Small Palm Trees - Tight spiral wrap trunks (4"-6" spacing) and bottom frond spine with LED mini lights (warm white lights on trunk and alternating green and red lights on fronds)** Two (2) palms on SE 1st Avenue in front on hotel entrance	2	EA	$ 255.00
2	**Medium Palm Trees - Tight spiral wrap trunks (4"-6" spacing) and bottom frond spine with LED mini lights (warm white lights on trunk and alternating green and red lights on fronds)** Four (2) palms located on NE 1st Avenue between SR40 and NE 1st Street (two [2] on the east side of road and two [2] on the west side of road) Five (5) on the west side of Magnolia across from the square Three (3) palms located on N Magnolia between SR40 and NE 1st Street Seven (7) palms located in North Parking Lot outer perimeter located on NE 1st Street Three (3) palms located in center of the North Parking lot located on NE 1st Street Four (4) palms located in Tuscawilla park behind the American Legion building along waters edge Six (6) palms located S Curve Median located at SE 10th Street and SE 1st Avenue Eleven (11) North Magnolia Median Split	45	EA	$ 255.00
3	**Large Palm Trees - Tight spiral wrap trunks (4"-6" spacing) and bottom frond spine with LED mini lights (warm white lights on trunk and alternating green and red lights on fronds)** Three (3) palms in MCA Courtyard on SW Broadway Four (4) palms located in Tuscawilla Park at Palm Point (including entire palm that hangs over the pond	7	EA	$ 255.00
4	**Pole Trim - Unlighted Natural Opaque Garland** 25'- 6" natural opaque (non-branch) garland pole trim to be spiral wrapped on lamp post with two (2) 24" red glitter bows affixed to the top of the pole just below light.	169	EA	$ 104.80
5	**Pole Trim - White Lighted Natural Opaque Garland** 25'- 6" lighted natural opaque (non-branch) garland pole trim to be spiral wrapped on lamp post with two (2) 24" red glitter bows affixed to the top of the pole just below light.	187	EA	$ 155.80
6	**Pole Trim and Wreaths - Citizens Circle** 5' split lamppost wreath decorated with metallic ornaments and warm white mini lights and two (2) 24" red glitter bows to be installed on small lamp poles. 25' natural branch garland with warm white mini lights to be spiral wrapped on lamp post. Wreaths mount up and over light pole.	4	EA	$ 479.60
7	**Palm Frond Lighting - Fronds Only - Bottom frond spine with LED mini lights (alternating green and red lights on fronds)** **Year-round lit palms by City to have seasonal colors on fronds for holidays only by Vendor.*	48	EA	$ 100.00
8	**Panel Tree** Panel tree to be located on the downtown square or other area designated by the City: New (unused) 50' animated panel tree including 3D star topper, complete with ornamentation	1	EA	$ 52,800.00
9	**Gazebo** Fully decorated with the following products: Eight (8) 11' sections of 14-4-2 branch garland with random c7 warm white LED lights to be swag on bottom rails with one (1) peak in the middle of each railing (Eight [8] sections total, each to have end to end plugs for easy connection of the front two [2] railings that will be removed during special events). Sixty-five (65) Polycarbonate icicle with internal warm white animated LED snowfall lighting (Size 5", 7", 12" and 18" tubes to be randomly hung under eve of gazebo). 110+ feet of c7 warm white LED lights to be affixed to the eight (8) peaks around the gazebo. Clear acrylic clips will be attached to the peaks for a straight and uniform perimeter lighting effect.	1	EA	$ 2,465.40
10	**Holly Bush - Citizens Circle** Light four (4) holly bushes with approximately three (3) sets each of warm white led mini lights	4	EA	$ 264.00

EXHIBIT B - PRICE PROPOSAL				CONTRACT# REC/250674
	VENDOR NAME			
	Shellard Lighting Designs LLC			

ITEM	DESCRIPTION	Quantity	UOM	Unit Cost
11	**Magnolias - Citizens Circle** Light magnolia tree with approximately twenty (20) sets of warm white led mini lights	2	EA	$ 462.00
12	**Small Oaks - NE 1st Ave**. - Five small oaks with warm white trunk lightin. Wide Angle mini lights, LED, 70 light, 6"Spacing - Warm White. 44 sets of lights per tree.	5	EA	$ 585.00
13	**Decorative Garland - 179 S Magnolia Avenue** Decorate horizontal decorative sign holder with branch garland, complete with ornamentaion and 2-24" Red Glitter Bows mounted at the end (one on each side).	6	EA	$ 140.80
14	**Ice Drop - Citizens Circle** Mix of 12", 20", 32" & 40" LED ice drop tubes installed in the six (6) oak trees in the Citizens Circle area. Trees will average 70 tubes per tree.	6	EA	$ 1,624.80
15	**Ice Drop - E Fort King Street** Mix of 12", 20", 32" & 40" LED ice drop tubes installed in the six (6) oak trees along E Fort King Street between Sanchez and Osceola (both north and south side of the street) Trees will average 70 tubes per tree.	6	EA	$ 1,624.80
16	**Ice Drop Tuscawilla Park Oak Grove Trees** Mix of 12", 20", 32" & 40" LED ice drop tubes installed in the three (3) oak trees in the area of the outdoor stage. Trees will average eight-five (85) tubes per tree.	3	EA	$ 1,972.98
17	**Tuscawilla Group Pavilion Perimeter -Tuscawilla Park Group** Pavilion: (perimeter lighting) Outline lower perimeter canopy of train station with c7 warm white led lights 12" on center. Lights will be evenly outlined as illustrated pictures. Lighting approx 230'+	1	EA	$ 961.40
18	**Bow Installation** - 5th street bow lease and installation. Install, remove and store 24" red vinly bows on select poles on 5th street (Two bows per pole, 57 poles total)	114	EA	$ 24.40
19	**Train Station Perimeter** - Train station canopy (perimeter lighting). Outline lower perimeter canopy of train station with c9 warm white led lights 12" on center. Lights will be evenly outlined as illustrated pictures. Lighting approx. 400'+.	1	EA	$ 1,672.00
20	**4 Ball Stack** 42" Multicolor - 4 ornament oversize ball stack - 42" ornaments fiberglass - install at Downtown Square	2	EA	$ 2,960.00
21	**Snowflake Arch** - 31 1/2 x	1	EA	$ 4,240.00

Shellard
LIGHTING DESIGNS, LLC

REQUEST FOR PROPOSAL:

City of Ocala Additionals

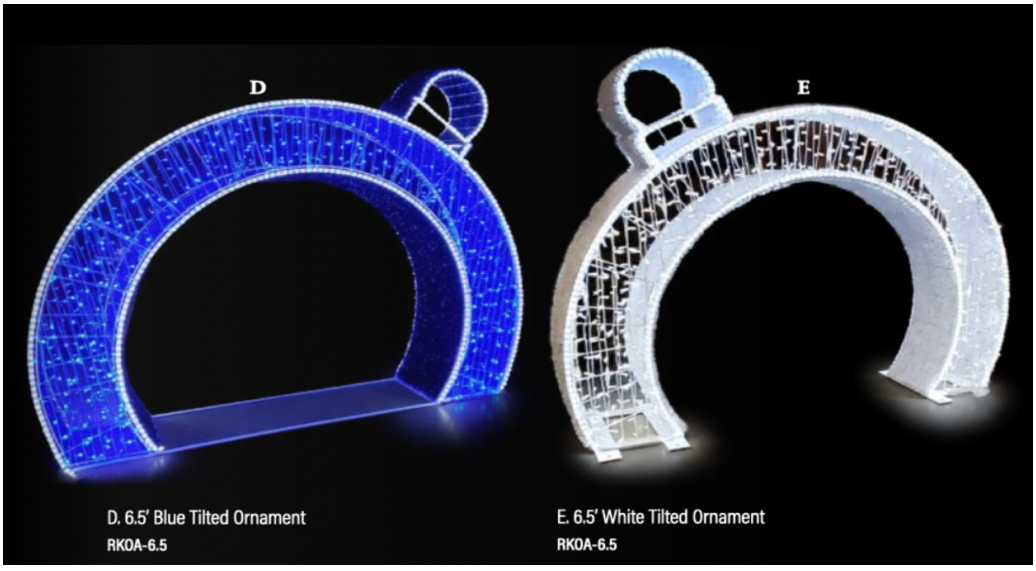
RFP#: REC/250674

Area A: Walk-Through Displays

16’ 3D LED Round Ornament Icon Walk-Through - Height: 16’ Width: 14' Depth 13'-4"

COST: $9500.00

6.5’ tall Blue/White Tilted Ornament



COST: $2200.00 each

15’ Tall Walk-Through Gift Box with Side Mounted Bow

COST: $13,800.00

13’ Tall Walk-Through Gift Box

COST: $12,400.00

Area B: Tree of Lights

Color Options: warm white, red, green, blue, cool white, multi color

Size Options: 12ft, 15ft, 20ft, 30ft

COST: 12ft = $1500.00

COST: 15ft = $2500.00

COST: 20ft = $3000.00

COST: 30ft = $4000.00

Area C: Walk-Through Tunnel

COST: $4400.00 per 4ft section

Area D: Collars for Palm Trees

Install a red collar at the top of each palm tree. There are 102 palm trees to be lit. Each tree will receive 2 sets of red LEDs for the collar.

- 204 sets total

COST: 204 sets at $25.00 each = $5100.00

Area E: Ornaments for Tree

Red, green, and gold with various finishes to them – shiny, glitter, and matte. The ornaments will be 6” to 12” in size.

COST: $4800.00

Area F: Season Greeting Sign

Length: 40ft Height: 5.5ft

COST: $5800.00

16ft Tall Walk-Through Ornament – any colors

COST: $7500.00

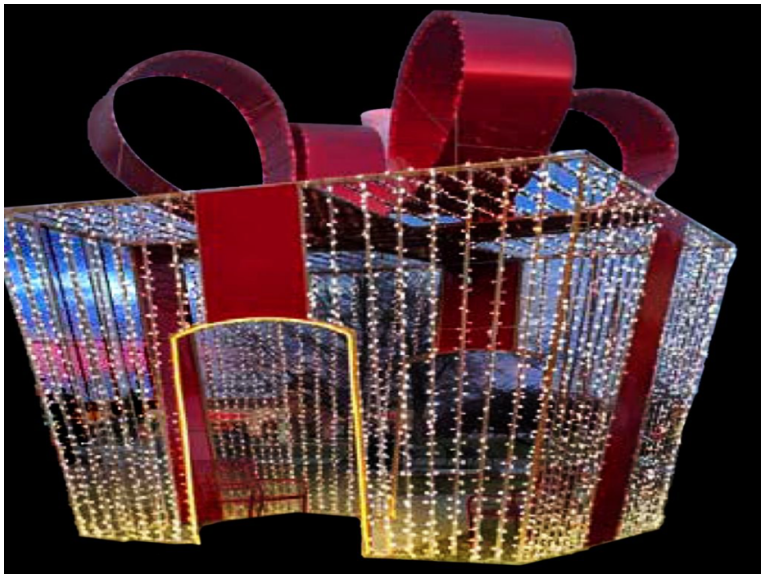
10ft Tall Walk-Through Tilted Gift box

COST: $3600.00

13ft Tall Walk-Through Ornament: Single Color, any color

COST: $6200.00

16.5ft Tall Walk-Through Gift Box with Ribbon



COST: $13,500.00

10ft Tall Lighted Ornament Arch – any color

COST: $2500.00

Shellard
LIGHTING DESIGNS, LLC

Request For Proposal:

City of Ocala

RFP#: REC/250674

Spencer Shellard

4551 SW Boatramp Ave, Palm City, Florida 34990

561-358-7869

Shellardlighting@gmail.com

***** Shellard Lighting has a certified arborist on staff. We will trim the 102 sable palms at no additional cost each year of this agreement. Trimming these trees will ensure our team is able to light each palm tree the correct way. This will allow each tree to look its absolute best while lit for the holidays, especially since fronds will be lit.**

ISA Certified Arborist: Alan Mcpherson – ISA FI 1332A

TAB 1: Transmittal Letter

1. Shellard Lighting Designs LLC

4551 SW Boatramp Ave Palm City Florida 34990

561-358-7869

8 Years in Business

8 year-round employees and we will bring on another 6-8 seasonal workers for the holiday season.

Shellard Lighting Designs is known for its integrity of heart accompanied by skillful hands. We are not only committed to providing your city with the best holiday lighting experience, it is also a priority for us to leave your city better then we found it. We value your trust and do not take it lightly.

We have had the privilege to provide holiday lights and decorations for downtowns and municipalities for the last 6 years. It has allowed us to make connections and grow in many cities and be a part of something so special.

In 2014 an idea was placed on my heart to make and create change in this world. I wasn't sure what that would look like at the time. In 2017 the doors opened for me to start a holiday lighting company after working for 3 years with a large company.

Starting off as a small business, with the resources I had at my disposal, I focused on where I could make an impact in people's lives. Since 2017 and every year since, Shellard Lighting Designs has volunteered its services and materials to help bring light and the Christmas spirit to an agency called Place of Hope. It is a community that was built to bring in foster children, to show them a love that they never knew existed. They are raised in a family environment and the life changes that occur are never ending. Being a part of something so fruitful has helped create a vision for Shellard Lighting every year.

Our work for individuals, neighborhood associations, and municipalities afforded us the opportunity to give back in this way to our community. Our work with municipalities has grown each year spreading all throughout South Florida, all through word of mouth from other clients. It has been exceptionally rewarding and we hope that you will consider putting your trust in Shellard Lighting Designs to fulfill your vision this holiday season. Our promise to you is that the quality of our work, attention to detail, creativity and exceptional customer service will meet and exceed your expectations.

With The City of Ocala being one of our top priority clients, we would insist on starting the install as early as you would permit it. With a beginning of October start date, it would allow us to confidently and steadily complete all areas in allotted time frames

mentioned on page 7 of the RFP. This would give us context to the patron traffic throughout the specified areas. Learning which areas at which time of day have the most foot traffic could be relevant in public safety. For example, if at noon all nearby workers take lunch and spend it at the park causing the percentage of foot traffic to triple for an hour, it would be wise to tackle the higher trees that require a bucket truck after that hour is over.

Our time and approach will be broken up into 3 phases as listed below (detailed in Tab 6) The least visible décor will be installed first.

2. Spencer Shellard, owner/operator will be primary responsible for overseeing the completion of this project.

C: 561-358-7869
E: shellardlighting@gmail.com
Address: 4551 SW Boatramp Ave Palm City Florida 34990

3. Shellard Lighting has received, read and understands all procedures and criteria associated with the submittal requirements, and understands that all terms and conditions contained herein may be incorporated into a resulting contract.

4. Shellard Lighting has a great understanding of the impact of “Light Up Ocala”. An entire community of business owners and patrons come together for a season of joy and awe that will create lifetime memories. We intend to deliver just that. We believe we are best qualified because our pre proper planning will be above and beyond. We will have all your 102 palm trees trimmed and ready to be lit. We will perform an outlet check on all your light poles to notify the city of any bad ones before installation begins. We will provide weekly check ins of all locations to correct and service issues before they are brought to your attention. We also have repairs completed in a 48-hour window, not 72. These are a few ways we plan to serve you with excellence.

***The City of Ocala will receive an additional 5% off each year after the initial 3-year agreement is over.

TAB 2: Qualifications and Experience

1. Shellard Lighting Designs is located in Palm City, Florida. After being located in West Palm Beach for the first 8 years of our business, we outgrew our location.

   It was a strategic move to locate an hour north. We have found it to be extremely beneficial to serve our northern clients with more excellence as our business has expanded.

   All employees assigned to the City's contract will report from our Palm City location. As a company we own five bucket trucks and during the holiday season we rent out a few more. All vehicles assigned for this contract will also report from our Palm City location.

Spencer Shellard:
MGR/Owner

Clayton Shellard:
Warehouse MGR/Power Logistics

Juan Gaspar:
Crew MGR/ Team Lead

Tomas Santos:
Crew MGR/ Team Lead

2. **Spencer Shellard**
    - Eleven years of experience in the holiday lighting industry/11 years installing and servicing holiday lights on a professional scale
    - Eight years as business owner
    - Eight years designing holiday lights and decor
    - Eleven years as a bucket truck operator
    - Eleven years leading install teams
    - Twinkly Pro and RGBWW certified

Clayton Shellard

- United States Marine Corps – Five years served, Three years as a squad leader
- Four years in the holiday lighting industry/Four years installing and servicing holiday lights on a professional scale
- Three years as Warehouse MGR/ Head of Power Logistics
- Three years as a bucket truck operator
- Twinkly Pro and RGBWW certified

Juan Gaspar

- Five years in the holiday lighting industry/Five years installing and servicing holiday lights on a professional scale
- Three years as Crew MGR/ Team Lead
- Five years as bucket truck operator
- Twinkly Pro and RGBWW certified

Tomas Santos

- Five years in the holiday lighting industry/Five years installing and servicing holiday lights on a professional scale
- Three years as Crew MGR/ Team Lead
- Five years as bucket truck operator
- Twinkly Pro and RGBWW certified

The team that will be assembled for this contract will be a 14-16 person crew including myself. I, Spencer Shellard, owner/operator will be on the ground with our team. This allows for real time encouragement for our team as well as strategic changes as they come up. This will allow real time communication to the Project Manager, and this will allow myself to understand every in and out of this contract. I have found it to be extremely beneficial for a client if they can reach the owner directly at moment's notice. Whether it is for clarification on a question or an update on the installation.

Clayton Shellard will be hands on before any decor leaves our facility. He will make sure all lights and displays are in proper working condition. On site, he learns each specific area to obtain knowledge on locations of photocells/timers and all outlets. This allows him to run power in an efficient way while keep safety of the public as a priority. During this assessment he learns where wires need to be buried or ran overhead through trees. Having the power ran and situated before the install allows to check each strand a second time as it gets installed to ensure proper function.

Juan Gaspar and Tomas Santos will be leads for this project. They will be communicated the priorities on the installation site that will then be relayed to their team. They understand strengths and weaknesses of the team and knows how to position each member accordingly.

3. The Project Manager for this project will be Spencer Shellard. As owner and operator of this company, my goal to is deliver to you your smoothest, stress free holiday lighting experience ever. Over the last 6 I have managed over 30 city wide holiday lighting installations. We have NEVER missed a deadline. We have had a 100% success rate at ALL of our tree lighting ceremonies.

Throughout the holiday seasons various service issues have occurred. The best way to handle these issues is not when they occur, but earlier in the year with proper planning. In 2023 we dealt with very strong winds for a few days straight. In the Town of Jupiter, we had street banners ripped from their poles and the perimeter fence around the christmas tree fell over. We had ordered over a dozen extra banners in the off season in the case of an emergency like the one we faced. We were able to go out the next day and replace the 8 ripped banners. With the perimeter fence, we teamed up with Jupiter's staff and acquired a pile of sandbags that they had already had on site. The fence was reconstructed and weighed down with sandbags to prevent the high winds from causing further damage.

Also due to the high winds that we sustained last season, the 5ft tall starburst tree topper that was installed on a 41ft tree in Riviera Beach had bent in half. Again, earlier in the year we had ordered an additional topper to be ready for any kind of emergency. The very next day we were able to replace the damaged one with a new one. We also have had our remaining starburst toppers reinforced with steel to prevent damage in the future.

Shellard Lighting has by no means faced every issue that may arise during the holiday season. The ones that we have faced, we have met head on with our integrity of heart and our skillful hands. We have resolved these issues in a timely, professional, and creative manner. We approach such issues as opportunities to learn and grow.

TAB 3: Staffing Plan

1. Shellard Lighting has 8 year-round employees. Each with several years in the holiday lighting industry. This has created a solid foundation for our company. Instead of bringing on an entirely rookie crew each year to train, we have an amazing group who have become brothers over the years. This makes for an easy transition once we start our installs. We will bring on another 6-8 seasonal employees. This allows for 1 on 1 training to ensure each new hire is trained to our level of excellence.

   Our workload as a company is currently around 65 percent. With the anticipation of securing The City of Ocala, our workload would jump to 85 percent. With Ocala being one of our top priority projects, we would have our full team of 16 members ready to light up your city with the utmost confidence.

2. Spencer Shellard is authorized to give and support information both in writing and/or oral presentation.

3. Spencer Shellard – MGR/Owner

   C: 561-358-7869
   E: shellardlighting@gmail.com
   Address: 4551 SW Boatramp Ave Palm City Florida 34990

TAB 5: Approach and Methodology

Area A: Line Item 8 (Christmas Tree)

1. We will install the first ever twinkly pro Christmas tree for The City of Ocala. The tree will be 40’ in height with an 8’ starburst topper. With twinkly pro, the tree will have 44,500 pixels with over 16 million different color options. The tree is controlled by the twinkly pro app used on apple and android devices.

   Shellard Lighting will provide The City of Ocala an iPad with the app. We will teach a point of contact how to use this product. From playing the preset effects built into the app, to creating customized effects from scratch. We even upload images into the app that will then visualize itself onto the tree if wanted.

   With this app we can group thousands of twinkly lights to act as a single display or make them play synchronized effects. Together we can control the settings and create new programs from anywhere.

   With a twinkly pro lit tree we recommend no ornaments as it disrupts the flow of the light effects. We can certainly add ornaments if that is a must have. They would be green, gold and red with various finishes to them – matte, glitter and shiny. They would range from 4” – 10”. We would install 15” and 18” red vinyl bows throughout the tree.

Area B: Line Items 1,2,3,7 (palm trees)

1. We will wrap the trunks of 54 palm trees with warm white LEDs. There are a total of 102 palm trees that we will light the fronds of. Each tree will have 10 fronds lit. 51 of these trees will have **green** fronds and 51 trees will have **red** fronds. (we can light the fronds **green**, **red** alternating in each tree as well). All lights used will be LED and coaxial with screw tip ends to keep the elements out.

   - 405 warm white sets total for trunks
   - 510 sets total for fronds (255 **green**, 255 **red**)

Area C: Line Item 9 (Gazebo)

1. We will swag lit, decorated garland between each section with a peak in the middle. We will outline with roofline with warm white C7 icicle lights. We will also outline the 8 peaks of the gazebo with warm white C7s on green wire using the clear acrylic clips.

    - 8 pieces garland

    - 65 icicle drops

    - 110ft C7 lighting

Area D: Line Items 10,11,14 (Citizens Circle)

1. We will light the canopies of 2 magnolia trees with warm white twinkle G50s. *photo attached for visual. Every 5th bulb twinkles creating a twinkly night sky in each tree.

   - 700ft G50 lights total

2. In 6 oak trees around Citizens Circle we will install 70 warm white snowfall tubes in each tree. The tubes will range from 12” to 36”.

   - 420 tubes total

3. We will heavily blanket the 4 holly bushes with warm white twinkle LEDs. Each bush will receive 3 sets of lights.

   - 12 sets total

***Magnolia Tree Canopy Visual**

Area E: Line Item 12 (NE 1st Ave – small oaks)

1. Light the trunks and branches of 5 oak trees with warm white LEDs.

   - 140 sets total

Area G: Line Item 15,16 (Oak Trees)

1. At Tuscawilla Park in the Oak Grove we will install warm white ice drop tubes in 3 oak trees. Each tree will receive 85 tubes. The tubes will range from 12” to 36”.

   - 255 tube total.

2. On East Fort King Street we will install warm white ice drop tubes in 6 oak trees between Sanchez and Osceola. The trees are on the north and south side of the street. Each tree will receive 70 tubes. The tubes will range from 12” to 36”.

   - 420 tubes total

Area F: Line Item 17,19 (Group Pavilion and Train Station)

1. Outline the group pavilion roofline with warm white C7 lights with 12” spacing.

   - 230ft C7 lights total

2. Outline the lower perimeter canopy of the train station with warm white C9 lights with 12” spacing.

   - 400ft C9 lights total

Area G: Line Item 4,5,6,13,18 (Light Poles)

1. Wrap 169 light poles with green PVC garland. Each pole will have 2 24” red bows affixed just below the light.

   - 169 pieces of 25’ long green PVC garland
   - 338 red bows

2. Wrap 187 light poles with green PVC garland. The garland will be lit with **GREEN** C7 bulbs on 6” green wire as specified in Exhibit C. Each pole will have 2 24” red bows affixed just below the light.

   - 187 pieces of lit 25’ long green PVC garland
   - 374 red bows

3. At Citizens Circle we will decorate the 4 light poles with a 5ft lit, decorated wreath. They will also be decorated with lit, decorated garland and 2 red 24” red bows. The ornaments on the wreaths will match the ornaments on the garland.
   - 4 5’ wreaths
   - 8 pieces decorated, lit garland
   - 8 red bows

4. On 179 S. Magnolia Avenue we will decorate 6 sign holders with lit, decorated garland. The ornaments here will match the ornaments used at Citizen Cirlce. We will also install 2 24” red bows. 1 on each end of the garland.

- 6 pieces garland
- 12 red bows

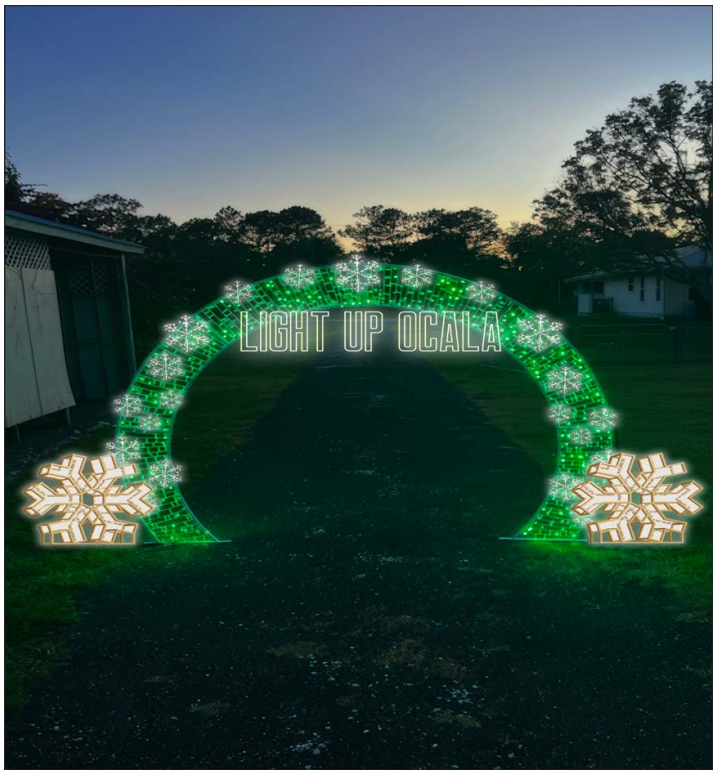
5. On 5th street we will install 2 24” red bows on 57 poles.

- 114 red bows total

Area H: Line Item 20 (Ornament Ball Stack)

1. At the downtown square we will install 2 multi color 4' ornament ball stacks. The ornaments can be gold, silver, red, bronze, copper, emerald, lime, blue, sky blue, purple or magenta. On 2 of the ornaments (1 per stack) we will customize it specifically for The City of Ocala. *photo attached for visual.

Area I: Line Item 21 (Snowflake Arch)



1. Install a 18ft wide by10ft high custom-made snowflake arch. With “Light Up Ocala across the top and secondary stand-alone snowflakes on either side. The stand-alone snowflakes will be 6ft high by 6ft wide by 1ft in depth. We propose a green arch to mesh with the green fronds on the palm trees. (please note the arch color can be any color)

TAB 6: Project Schedule

Oct. 1st – Oct. 15th: Installation of line items 1,2,3,7,9,10,11,12,14,15,16,17,19 – all palm tree lights, ice drop lights, C7 lights, bushes and magnolia tree lights

Nov. 3rd – Nov. 7th: Installation of line items 4,5,6,13,18 – all garland and bows

Nov. 10th – Nov. 14th: Installation of line items 8,20,21 - Christmas tree, 4 Ball Stack, Snowflake Arch and Photo ops

Nov. 19th: Test Lighting

Nov. 22nd: Light Up Ocala Event

REMOVAL: all lights and decorations will be removed by MLK day each year as specified on page 7 of the RFP.

TAB 7: Quality Assurance and Quality Control

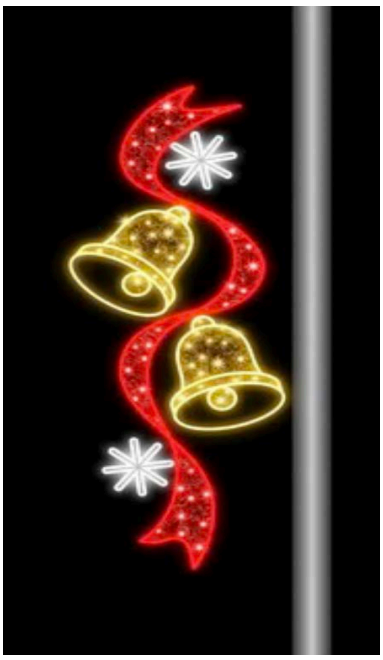
To go above and beyond Shellard Lighting will provide thorough check-ins of all locations 3 times a week throughout the holiday season. This is one example of how we plan to serve you with excellence. Our goal would be to correct any issues before they are ever brought to your attention. With any service request that is sent our way, our goal is to make the proper corrections within 48 hours. We believe that a three-day period during the holiday season (mentioned on page 29) may be too long.

TAB 10: Pole Mounts – Optional Items

6ft x 2ft LED Gift Box

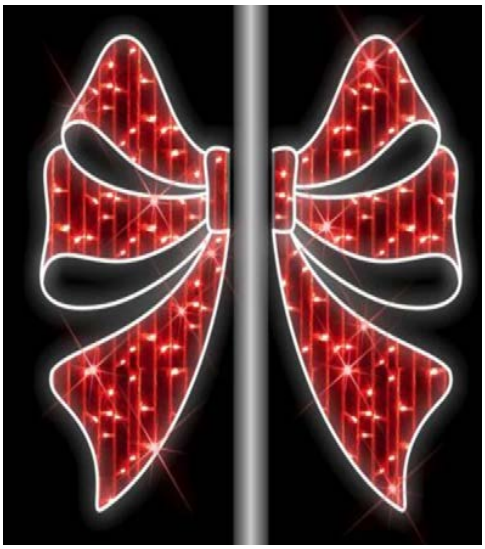
6ft x 3ft LED Ornament

6ft x 2ft LED Bells and Ribbon



5ft x 2ft LED Ornament

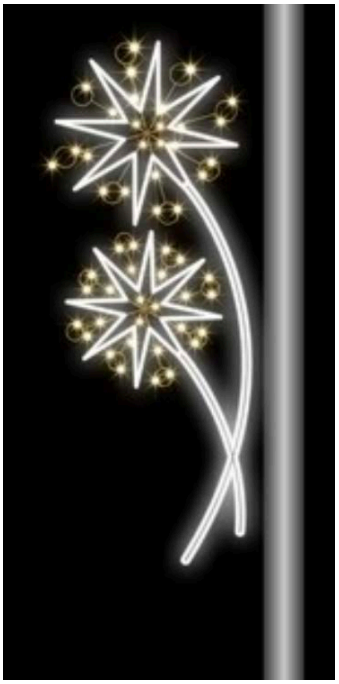
4ft x 4ft LED Bow



7ft x 2ft LED Diamonds

6.5ft x 3ft LED Bow

5ft x 2ft LED Stars

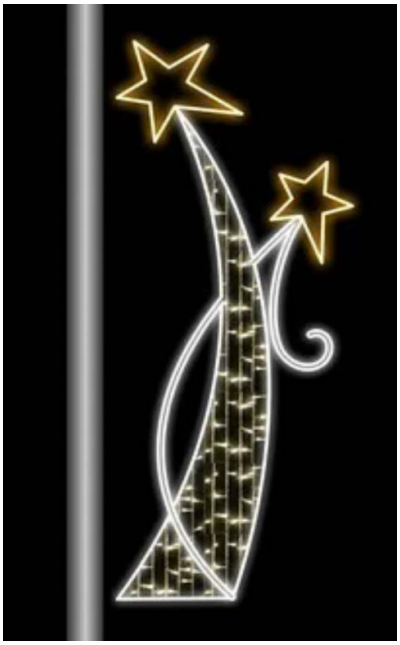


6ft x 3ft LED Snowflakes

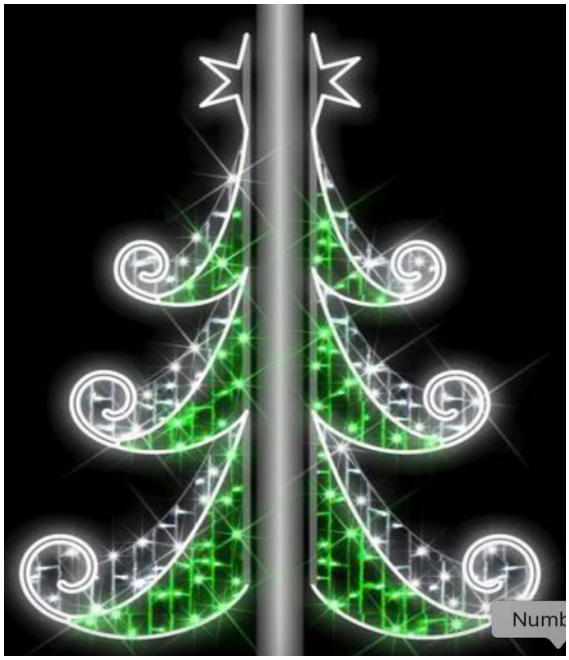
6.5ft x 2.5ft LED Flower

6ft x 2ft LED Stars

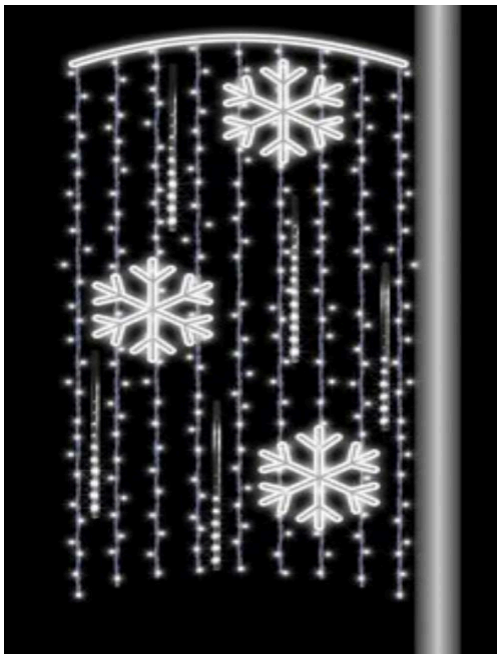
7ft x 3ft LED Shooting Stars



5ft x 4ft LED Tree



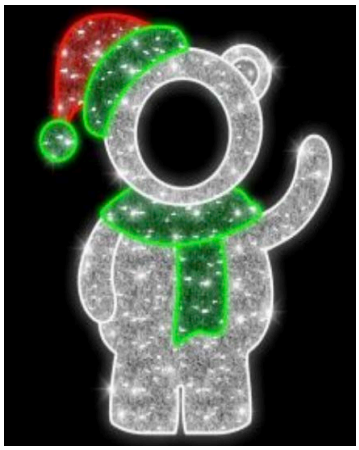
7ft x 3ft LED Snowflake Shower

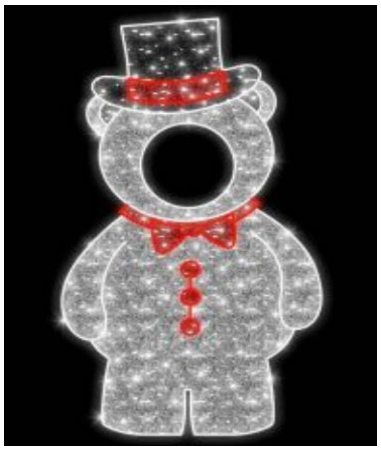


COST: $315.00 each

A few examples of photo ops.

5ft Baby Bear **6.5ft Mama Bear** **7.5ft Papa Bear**



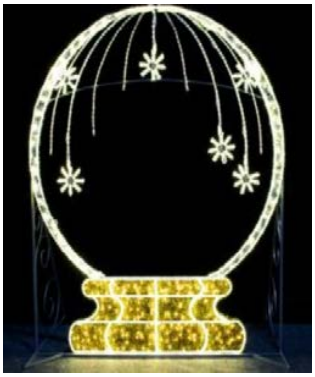


COST: Baby Bear $550.00

COST: Mama Bear = $750.00

COST: Papa Bear = $750.00

5.25ft Baby Snowy **6.5ft Mama Snowy** **6.5ft Papa Snowy** **9ft Snow Globe**



COST: Baby Snowy = $550.00

COST: Mama Snowy = $750.00

COST: Papa Snowy = $850.00

COST: Snow Globe = $2000.00

SELECTION COMMITTEE SCORING
NOTICE OF INTENT TO AWARD

Bid Name: **Holiday Décor and Lighting Services for Downtown Ocala**

ProRFx ID: RFP06262500000089
Solicitation No: RFP# REC/250674
Proposals: 4

Buyers: Ashley Presley
Email: apresley@ocalafl.gov
Buyer Phone: 352-629-8364

7/31/2025 - Notice to Intent to Award to **Shellard Lighting Design LLC** pending City Council approval.

Proposer Name	Office Location	Scoring	Ranking
Shellard Lighting Design LLC	Palm City, FL	**99.0**	**1**
Miami Christmas Lights dba South Forida Lighting Team, LLC	Miami Lakes, FL	**95.00**	**2**
Rileigh Outdoor, LLC dba Holiday Outdoor Décor	Allentown, PA	**92.00**	**3**
Miller Lights Inc	Orange City, FL	**89.00**	**4**

Prepared by: Ashley Presley

File #: 2025-1961 Agenda Item #: 10e.

Submitted By: Shantel Bynes

Presentation By: Mel Poole

Department: Ocala Fiber Network

FORMAL TITLE:
Expenditures for a contract with CenturyLink/Lumen Technologies for bandwidth/metropolitan area network circuits in the amount of $298,296

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Ocala Fiber Network (OFN) purchases Lumen Metropolitan Area Network (Metro Ethernet) circuits to resell to several key account customers, including government agencies, community anchor institutions, and emergency/first responder agencies. These circuits provide interconnectivity to customers in areas where OFN cannot extend its infrastructure.

FINDINGS AND CONCLUSIONS:
Historically, individual connections were billed in separate segments as determined by Centurylink Sales Solutions, Inc. ("CenturyLink") based on connection type and location. In January 2025, OFN consolidated all payments for these services under a single Munis contract to improve the efficiency of monitoring and categorizing Metro Ethernet circuit expenditures.

For Fiscal Year 2025-2026, OFN will utilize Contract No. OFN/250951 to track Fiscal Year 2025-2026 expenditures and anticipates spending approximately $298,296 on these circuit-related services. Staff recommends approval.

FISCAL IMPACT:
Funding for this contract will be paid using account number 490-031-290-539-53-34050 Other Services - Fiber For Resale and 490-031-290-539-53-41010 - Communication Services

PROCUREMENT REVIEW:
The underlying approvals and authorizations are attached hereto.

LEGAL REVIEW:

This Agreement has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

Contract No. 241108919028

Products and Services Agreement (Services Only)

This Products and Services Agreement ("Agreement") between **CENTURYLINK SALES SOLUTIONS, INC.**, as contracting agent on behalf of the applicable affiliated entities providing the Services ("CenturyLink") and City of Ocala ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Services to Customer. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.City of Ocala

1. **SERVICES**. CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

By: Steve Arneson
Steve Arneson (Feb 14, 2025 10:35 CST)
Printed: Steve Arneson
Title: Manager - Offer Management
Date: 02/14/2025

Address for Notices:
CenturyLink
Attn: Sales Administration
555 Lake Border Dr.
Apopka, FL 32703

And if related to a dispute to:
CenturyLink
Attn: Notice Coordinator
931 14th Str., #900
Denver, CO 80202
Fax: (888) 778-0054

Sales Rep: Dayne Pruitt
Sales Rep Phone: (864) 450-9764

City of Ocala

By: Signed by: Kristen Dreyer
382728BFAF374C...
Printed: Kristen Dreyer
Title: Council President
Date: 2/5/2025

Customer Address:
CITY OF OCALA, 110 SE Watula Ave, 3rd Floor
OCALA, FL 34471-2148

Address for Notices (if different from above):

Approved as to form and legality:

Signed by: William E. Sexton, Esq.
B07DCFC4E86E429...

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

Contract No. 241108919028

SERVICES LIST

1. **SERVICES**. CenturyLink will provide to Customer those Services identified below. The name of the local operating company providing Services can be located by searching for a NPA-NXX in the first column of the list at http://www.centurylink.com/tariffs/NPANXX_Entity.pdf. The NPA-NXX is a number consisting of an Area Code plus the first three digits of the telephone number. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in the table below ("Price Table"). Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless otherwise provided in the service-specific terms and conditions. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

Service	Order Term (Months)	Monthly Recurring Charge	Non-recurring Charges
Enhanced Ethernet Services	12	$0	$0
EMBARQ Enhanced Ethernet Services	12	$3360	$0
	0	$0	$0
	0	$0	$0
	0	$0	$0
	0	$0	$0
	0	$0	$0
	0	$0	$0

2. **PRICING.**

   2.1 **Monthly Recurring Charges ("MRC") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in the Price Table. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.

   2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in the Price Table. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.

   2.3 **Additional Charges**. Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.

   2.4 **Additional Payment Requirements**. If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.

3. **TERMS AND CONDITIONS**. CenturyLink provides Services under the applicable terms and conditions posted to http://about.centurylink.com/legal/rates_conditions.html and incorporated into the Agreement by this reference. Except for Services provided under Tariffs or Local Terms of Service, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence. CenturyLink may modify its Tariffs or Local Terms of Service from time to time.

4. **TERMINATION**. If Customer gives notice of cancellation or termination, disconnects any portion of a Service, or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed in Section 3 above based for the Service cancelled or terminated. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.

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5. **RELATED PRODUCT PURCHASES**. If Customer requests, CenturyLink will provide reasonable efforts to resolve equipment and software failure issues, including providing materials, parts, and labor as needed and available for resolution at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services and the Time and Materials Services Annex, all posted to http://about.centurylink.com/legal/rates_conditions.html.

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/21/2024
Expire Quote Date: 1/21/2025
Customer Copy - Quote #: 24-000861

CenturyLink™

Customer Contact Information:
Company Name: City of Ocala
Billing Address: 3001 NE 21st St.
Billing City, State, Zip: Ocala FL 34470
BAN ID:
Customer Contact Name: Shantel Bynes
Customer Contact Phone: 135-240-16900
Customer Contact E-mail: sbynes@ocalafl.gov

CenturyLink Contact Information:
Sales Person: Dayne Pruitt [1068949]
Email: dayne.pruitt@centurylink.com
Sales Contact Number: 864-388-1315
Dealer Code: 1068949

Engineer: Chuck Roberson
Email: charles.w.roberson@centurylink.com
Engineer Contact Number: 352-368-8814

Service Description: The following Term options reflect the total budgetary Monthly Recurring Revenue (MRR) and Non-Recurring Revenue (NRR) for all sites included in the quote. See subsequent pages for individual budgetary charges per site.

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services
Term Agreement: 12 month
Total # of Sites included in this quote: 18

Site	Listing Name	MRR	NRR
A	102 Marion Oaks Lane	$180.00	$0.00
B	11350 SW 49th Ave.	$180.00	$0.00
C	120 NW 110th Ave	$180.00	$0.00
D	13323 NE Jacksonville Rd	$180.00	$0.00
E	15490 SE 182nd Ave Rd	$180.00	$0.00
F	16004 E HWY 40	$180.00	$0.00
G	16355 SE County Rd 25	$180.00	$0.00
H	17200 SE 115th Ct	$180.00	$0.00
I	1750 NW 100th St	$180.00	$0.00
J	2122 Pine Rd	$180.00	$0.00
K	3199 NE 70th St	$180.00	$0.00
L	612 SW 1st Ave	$180.00	$0.00
M	777 S. County Rd 314A	$180.00	$0.00
N	7884 S.W. 90th Street	$180.00	$0.00
O	809 Pine Street	$300.00	$0.00
P	8220 SE 165th Mulberry Lane	$180.00	$0.00
Q	8899 SW 108th St	$180.00	$0.00

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R	981 NE 16th St., Bldg #2	$180.00	$0.00
	TOTAL	**$3360.00**	**$0.00**

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City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/21/2024
Expire Quote Date: 1/21/2025
Customer Copy - Quote #: 24-000861

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: 102 Marion Oaks Lane
Address: 102 MARION OAKS LN
City, State, Zip: OCALA, FL, 34473
NPA-NXX: 352-401
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25/KXFS/246040//UFLG

Telco Central Office Information:

Telco A: Embarq Florida, Inc.
Serving Central Office CLLI: BLVWFLXA02W
Serving Central Office Address: 5911 SE OAK RD
Serving Central Office City, State, Zip: BELLEVIEW, FL 34420

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
A	1	PP1EEZ104	E183	10 Mbps Metro Ethernet CIR/EIR Based Service	$180.00	$180.00		
A	1			Service Order Charge	$0.00	$0.00		
				TOTAL		**$180.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/21/2024
Expire Quote Date: 1/21/2025
Customer Copy - Quote #: 24-000861

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: 11350 SW 49th Ave.
Address: 11350 SW 49TH AVE
City, State, Zip: OCALA, FL, 34476
NPA-NXX: 352-401
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25/KXFS/245995//UFLG

Telco Central Office Information:

Telco B: Embarq Florida, Inc.
Serving Central Office CLLI: OCALFLXA22W
Serving Central Office Address: 319 SE BROADWAY ST
Serving Central Office City, State, Zip: OCALA, FL 34471

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
B	1	PP1EEZ104	E183	10 Mbps Metro Ethernet CIR/EIR Based Service	$180.00	$180.00		
B	1			Service Order Charge	$0.00	$0.00		
				TOTAL		**$180.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/21/2024
Expire Quote Date: 1/21/2025
Customer Copy - Quote #: 24-000861

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: 120 NW 110th Ave
Address: 120 NW 110TH AVE
City, State, Zip: OCALA, FL, 34482
NPA-NXX: 352-401
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25/KXFS/245943//UFLG

Telco Central Office Information:

Telco C: Embarq Florida, Inc.
Serving Central Office CLLI: OCALFLXA22W
Serving Central Office Address: 319 SE BROADWAY ST
Serving Central Office City, State, Zip: OCALA, FL 34471

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
C	1	PP1EEZ104	E183	10 Mbps Metro Ethernet CIR/EIR Based Service	$180.00	$180.00		
C	1			Service Order Charge	$0.00	$0.00		
				TOTAL		**$180.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/21/2024
Expire Quote Date: 1/21/2025
Customer Copy - Quote #: 24-000861

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: 13323 NE Jacksonville Rd
Address: 13323 NE JACKSONVILLE Rd
City, State, Zip: SPARR, FL, 32192
NPA-NXX: 352-401
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25/KXFS/245955//UFLG

Telco Central Office Information:

Telco D: Embarq Florida, Inc.
Serving Central Office CLLI: OCALFLXA22W
Serving Central Office Address: 319 SE BROADWAY ST
Serving Central Office City, State, Zip: OCALA, FL 34471

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
D	1	PP1EEZ104	E183	10 Mbps Metro Ethernet CIR/EIR Based Service	$180.00	$180.00		
D	1			Service Order Charge	$0.00	$0.00		
				TOTAL		**$180.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

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City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/21/2024
Expire Quote Date: 1/21/2025
Customer Copy - Quote #: 24-000861

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: 15490 SE 182nd Ave Rd
Address: 15490 SE 182ND AVENUE RD
City, State, Zip: UMATILLA, FL, 32784
NPA-NXX: 352-401
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25/KXFS/245913//UFLG

Telco Central Office Information:

Telco E: Embarq Florida, Inc.
Serving Central Office CLLI: LDLKFLXA06W
Serving Central Office Address: 121 E LADY LAKE BLVD
Serving Central Office City, State, Zip: LADY LAKE, FL 32159

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
E	1	PP1EEZ104	E183	10 Mbps Metro Ethernet CIR/EIR Based Service	$180.00	$180.00		
E	1			Service Order Charge	$0.00	$0.00		
				TOTAL		**$180.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

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City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/21/2024
Expire Quote Date: 1/21/2025
Customer Copy - Quote #: 24-000861

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: 16004 E HWY 40
Address: 16004 E HIGHWAY 40
City, State, Zip: SILVER SPRINGS, FL, 34488
NPA-NXX: 352-401
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25/KXFS/245934//UFLG

Telco Central Office Information:

Telco F: Embarq Florida, Inc.
Serving Central Office CLLI: OCNFFLXARP0
Serving Central Office Address: 111 N HWY 314A
Serving Central Office City, State, Zip: OCALA NATIONAL FOREST, FL 32688

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
F	1	PP1EEZ104	E183	10 Mbps Metro Ethernet CIR/EIR Based Service	$180.00	$180.00		
F	1			Service Order Charge	$0.00	$0.00		
				TOTAL		**$180.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

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City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/21/2024
Expire Quote Date: 1/21/2025
Customer Copy - Quote #: 24-000861

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: 16355 SE County Rd 25
Address: 16355 S HIGHWAY 25
City, State, Zip: WEIRSDALE, FL, 32195
NPA-NXX: 352-401
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25/KXFS/246041//UFLG

Telco Central Office Information:

Telco G: Embarq Florida, Inc.
Serving Central Office CLLI: LDLKFLXA06W
Serving Central Office Address: 121 E LADY LAKE BLVD
Serving Central Office City, State, Zip: LADY LAKE, FL 32159

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
G	1	PP1EEZ104	E183	10 Mbps Metro Ethernet CIR/EIR Based Service	$180.00	$180.00		
G	1			Service Order Charge	$0.00	$0.00		
				TOTAL		**$180.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

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City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/21/2024
Expire Quote Date: 1/21/2025
Customer Copy - Quote #: 24-000861

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: 17200 SE 115th Ct
Address: 17200 SE 115TH Ct
City, State, Zip: SUMMERFIELD, FL, 34491
NPA-NXX: 352-401
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25/KXFS/245861//UFLG

Telco Central Office Information:

Telco H: Embarq Florida, Inc.
Serving Central Office CLLI: BLVWFLXA02W
Serving Central Office Address: 5911 SE OAK RD
Serving Central Office City, State, Zip: BELLEVIEW, FL 34420

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
H	1	PP1EEZ104	E183	10 Mbps Metro Ethernet CIR/EIR Based Service	$180.00	$180.00		
H	1			Service Order Charge	$0.00	$0.00		
				TOTAL		**$180.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

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City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/21/2024
Expire Quote Date: 1/21/2025
Customer Copy - Quote #: 24-000861

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: 1750 NW 100th St
Address: 1750 NW 100TH ST
City, State, Zip: OCALA, FL, 34475
NPA-NXX: 352-401
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25/KXFS/246071//UFLG

Telco Central Office Information:

Telco I: Embarq Florida, Inc.
Serving Central Office CLLI: OCALFLXA22W
Serving Central Office Address: 319 SE BROADWAY ST
Serving Central Office City, State, Zip: OCALA, FL 34471

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
I	1	PP1EEZ104	E183	10 Mbps Metro Ethernet CIR/EIR Based Service	$180.00	$180.00		
I	1			Service Order Charge	$0.00	$0.00		
				TOTAL		**$180.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

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City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/21/2024
Expire Quote Date: 1/21/2025
Customer Copy - Quote #: 24-000861

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: 2122 Pine Rd
Address: 2122 PINE RD
City, State, Zip: OCALA, FL, 34472
NPA-NXX: 352-401
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25/KXFS/245998//UFLG

Telco Central Office Information:

Telco J: Embarq Florida, Inc.
Serving Central Office CLLI: SVSSFLXA03W
Serving Central Office Address: 9618 SE MARICAMP RD
Serving Central Office City, State, Zip: SILVER SPRINGS SHORES, FL 34472

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
J	1	PP1EEZ104	E183	10 Mbps Metro Ethernet CIR/EIR Based Service	$180.00	$180.00		
J	1			Service Order Charge	$0.00	$0.00		
J	1			Intermetro Vconnect - ICB	$0.00	$0.00		
				TOTAL		**$180.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

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City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/21/2024
Expire Quote Date: 1/21/2025
Customer Copy - Quote #: 24-000861

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: 3199 NE 70th St
Address: 3199 NE 70TH ST
City, State, Zip: OCALA, FL, 34479
NPA-NXX: 352-401
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25/KXFS/245993//UFLG

Telco Central Office Information:

Telco K: Embarq Florida, Inc.
Serving Central Office CLLI: OCALFLXA22W
Serving Central Office Address: 319 SE BROADWAY ST
Serving Central Office City, State, Zip: OCALA, FL 34471

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
K	1	PP1EEZ104	E183	10 Mbps Metro Ethernet CIR/EIR Based Service	$180.00	$180.00		
K	1			Service Order Charge	$0.00	$0.00		
				TOTAL		**$180.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

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City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/21/2024
Expire Quote Date: 1/21/2025
Customer Copy - Quote #: 24-000861

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: 612 SW 1st Ave
Address: 612 SW 1ST AVE
City, State, Zip: OCALA, FL, 34471
NPA-NXX: 352-401
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25/KXFS/245947//UFLG

Telco Central Office Information:

Telco L: Embarq Florida, Inc.
Serving Central Office CLLI: OCALFLXA22W
Serving Central Office Address: 319 SE BROADWAY ST
Serving Central Office City, State, Zip: OCALA, FL 34471

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
L	1	PP1EEZ104	E183	10 Mbps Metro Ethernet CIR/EIR Based Service	$180.00	$180.00		
L	1			Service Order Charge	$0.00	$0.00		
				TOTAL		**$180.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

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City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/21/2024
Expire Quote Date: 1/21/2025
Customer Copy - Quote #: 24-000861

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: 777 S. County Rd 314A
Address: 777 S HIGHWAY 314A
City, State, Zip: OCKLAWAHA, FL, 32179
NPA-NXX: 352-401
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25/KXFS/245873//UFLG

Telco Central Office Information:

Telco M: Embarq Florida, Inc.
Serving Central Office CLLI: OCNFFLXARP0
Serving Central Office Address: 111 N HWY 314A
Serving Central Office City, State, Zip: OCALA NATIONAL FOREST, FL 32688

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
M	1	PP1EEZ104	E183	10 Mbps Metro Ethernet CIR/EIR Based Service	$180.00	$180.00		
M	1			Service Order Charge	$0.00	$0.00		
				TOTAL		**$180.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

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City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/21/2024
Expire Quote Date: 1/21/2025
Customer Copy - Quote #: 24-000861

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: 7884 S.W. 90th Street
Address: 7884 SW 90TH ST
City, State, Zip: OCALA, FL, 34476
NPA-NXX: 352-401
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25/KXFS/246039//UFLG

Telco Central Office Information:

Telco N: Embarq Florida, Inc.
Serving Central Office CLLI: OCALFLXA22W
Serving Central Office Address: 319 SE BROADWAY ST
Serving Central Office City, State, Zip: OCALA, FL 34471

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
N	1	PP1EEZ104	E183	10 Mbps Metro Ethernet CIR/EIR Based Service	$180.00	$180.00		
N	1			Service Order Charge	$0.00	$0.00		
				TOTAL		**$180.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

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City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/21/2024
Expire Quote Date: 1/21/2025
Customer Copy - Quote #: 24-000861

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: 809 Pine Street
Address: 809 PINE ST
City, State, Zip: LEESBURG, FL, 34748
NPA-NXX: 352-401
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25/KXFS/245718//UFLG

Telco Central Office Information:

Telco O: Embarq Florida, Inc.
Serving Central Office CLLI: LSBGFLXA23W
Serving Central Office Address: 425 N 3RD ST
Serving Central Office City, State, Zip: LEESBURG, FL 32749

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
O	1	PP1EEZ114	E187A	200 Mbps Metro Ethernet CIR/EIR Based Service	$300.00	$300.00		
O	1			Service Order Charge	$0.00	$0.00		
				TOTAL		**$300.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

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City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/21/2024
Expire Quote Date: 1/21/2025
Customer Copy - Quote #: 24-000861

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: 8220 SE 165th Mulberry Lane
Address: 8220 SE 165TH MULBERRY Ln
City, State, Zip: SUMMERFIELD, FL, 34491
NPA-NXX: 352-401
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25/KXFS/246002//UFLG

Telco Central Office Information:

Telco P: Embarq Florida, Inc.
Serving Central Office CLLI: LDLKFLXA06W
Serving Central Office Address: 121 E LADY LAKE BLVD
Serving Central Office City, State, Zip: LADY LAKE, FL 32159

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
P	1	PP1EEZ104	E183	10 Mbps Metro Ethernet CIR/EIR Based Service	$180.00	$180.00		
P	1			Service Order Charge	$0.00	$0.00		
				TOTAL		**$180.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

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City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/21/2024
Expire Quote Date: 1/21/2025
Customer Copy - Quote #: 24-000861

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: 8899 SW 108th St
Address: 8899 SW 108TH St
City, State, Zip: OCALA, FL, 34481
NPA-NXX: 352-401
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25/KXFS/245851//UFLG

Telco Central Office Information:

Telco Q: Embarq Florida, Inc.
Serving Central Office CLLI: OCALFLXA22W
Serving Central Office Address: 319 SE BROADWAY ST
Serving Central Office City, State, Zip: OCALA, FL 34471

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
Q	1	PP1EEZ104	E183	10 Mbps Metro Ethernet CIR/EIR Based Service	$180.00	$180.00		
Q	1			Service Order Charge	$0.00	$0.00		
				TOTAL		**$180.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

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City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/21/2024
Expire Quote Date: 1/21/2025
Customer Copy - Quote #: 24-000861

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: 981 NE 16th St., Bldg #2
Address: 981 NE 16TH ST
City, State, Zip: OCALA, FL, 34470
NPA-NXX: 352-401
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25/KXFS/246045//UFLG

Telco Central Office Information:

Telco R: Embarq Florida, Inc.
Serving Central Office CLLI: OCALFLXA22W
Serving Central Office Address: 319 SE BROADWAY ST
Serving Central Office City, State, Zip: OCALA, FL 34471

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
R	1	PP1EEZ104	E183	10 Mbps Metro Ethernet CIR/EIR Based Service	$180.00	$180.00		
R	1			Service Order Charge	$0.00	$0.00		
				TOTAL		**$180.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

Customer Responsibilities – Ethernet Services described in this Price Quote

If the following responsibilities are not completed before installation of the Ethernet services described in this Price Quote ("Ethernet Services"), CenturyLink reserves the right, at its sole discretion, to reschedule installation, charge Customer for additional work and any necessary materials or Products on a Time and Material basis, or terminate the Agreement (to which this Price Quote is incorporated) with respect to Ethernet Services and any associated services utilizing Ethernet Services.

1. Customer must provide adequate conduit from the right-of-way into the building and confirm access facilities to the building are available for fiber provisioning. It is also Customer's responsibility to locate private utilities on the premises if construction is required. Conduit specifications are as follows: One 2-inch Schedule 40 PVC conduit from 2 feet below grade at the building exterior to a pull box on the building exterior. Pull box must have a minimum dimension of 12-inch x 12-inch x 6-inch deep. Place one 2-inch conduit sleeve through wall from pull box to inside of the equipment room. Conduit must be equipped with 200 lb rated pull tension or greater. Equip conduit with no more than 2 quarter bends (a total of 180 degrees) between cable pulling points. Seal the conduit after installation to protect from damage such as water.

   Conduit is not required when Ethernet Service is provisioned over copper or circuit bonding technology, 50 Mbps or less. Ethernet Services delivered via copper/circuit bonding technology will terminate at the CenturyLink demarcation point on a Customer-provided wall-mounted 66 block and cross-connected to a copper loop bonding unit.

2. Customer must provide one 20 x 44 x ¾ inch plywood backboard in an equipment demarcation room with clearance of 36 inches in front of backboard. If the fiber demarcation point is within 25 feet of the equipment rack, a wall board will not be required. All hardware and terminations will be installed in the Customer-provided rack.

   If Customer is in a multi-tenant building and the shared building terminal at Customer's location does not have adequate space for CenturyLink fiber termination, Customer or building owner must provide a 24" x 24" x 9" cabinet with ¾" plywood. This cabinet must be associated next to the original building terminal to support association of shared demarcation facilities.

3. Customer must ensure the demarcation point is in an accessible and environmentally controlled location. All CenturyLink Ethernet Services-enabling Equipment requires a clean, dust-free environment that is environmentally controlled to temperatures of 55-80 degrees Fahrenheit and humidity of 70% or less. If Customer is in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point, is accessible to CenturyLink technicians. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation. Customer must ensure that this location remains dry and free of dampness, and the room temperature remains within the tolerance of sensitive electronic hardware.

4. Customer must ensure 4 consecutive rack units of space in a 19" data rack are available for Ethernet Services. Customer must provide space in a 19" wide data rack for the required hardware. The rack must be either wall or floor mounted. CenturyLink will not install the hardware on a shelf or the floor.

5. Customer must provide a dedicated power outlet and common ground. CenturyLink termination electronics are powered by Customer-provided 120 VAC (20 Amp) circuit. CenturyLink requires the outlet to be a duplex, dedicated and grounded electrical outlet within 6 feet of the equipment location. Common ground must be 25 ohm or less. If Customer does not have an uninterrupted power supply (UPS) on the AC, Ethernet Services will be lost in the event of an AC power failure. If UPS is required, Customer will provide. CenturyLink will provide for an additional charge upon request.

6. Customer must complete inside wiring before the arrival of the CenturyLink installation technicians. Customer must extend the wiring from the demarcation point to the location where the Ethernet Services will be used.

   CenturyLink only will extend the demarcation point on a Time and Material basis for an additional charge. Customer must contact its CenturyLink Account Executive to schedule the work. CenturyLink uses the following guidelines when extending the demarcation point: (1) If services are delivered via copper (50 Mbps or less), the

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

demarcation may be extended a maximum of 300 feet 24 gauge copper, or (2) If services are delivered via fiber, CenturyLink technicians will terminate fiber into a Customer-provided rack a maximum of 25 feet from demarcation.

7. Customer must confirm Ethernet Service hand-off requirements. CenturyLink will provide a standard RJ-45 copper Ethernet connection for 10/100 service and a single mode fiber connection on a 1 Gigabit circuit as the demarcation point for the Ethernet Services. If a different customer hand-off is required, such as a multimode fiber connection, Customer must state the requirement on the site survey per site network page.

8. Customer must confirm that its Local Area Network ("LAN") has an appropriate Ethernet Service port available to provide the desired network functionality and is within the distance required by Ethernet Service specifications. Customer will program the Ethernet Service port for appropriate speed and full duplex setting. (auto-negotiate is not available). Customer will provide CAT5 cable(s) to connect its LAN to the CenturyLink Ethernet Service-enabling equipment. Customer will provide an appropriate Ethernet Service-enabling patch cable for connecting CenturyLink demarcation and Customer-provided Equipment.

9. Ethernet Services are a Layer 2 network service only. All customer premises LAN Layer 3 (e.g. IP) addressing is Customer's responsibility. CenturyLink will provide pricing for additional equipment and labor to enable Layer 3 functionality, if required. In most cases this will be a router which will provide the Layer 3 routing of subnets and VLAN on Customer's network. If Customer only requires Layer 2 bridging (a flat network) across the Ethernet Services, then a standard Ethernet Service switch port is all that is required.

10. The CenturyLink installer will not connect Ethernet Services to Customer's LAN. CenturyLink installers will install the hardware and identify a port for connection. CenturyLink highly recommends the use of a qualified networking vendor to assist with LAN configuration. A CenturyLink Account Executive can provide pricing for CenturyLink network configuration for Ethernet Services.

Ethernet Services will be installed at your site only upon completion of all of these steps. If Customer is unable to complete all of these requirements before the installation date, Customer will notify CenturyLink as soon as it becomes aware of its inability.

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

EMBARQ CLASSIC ETHERNET SERVICES ANNEX

The following terms and conditions, together with the Standard Terms and Conditions for Communications Services ("Standard Terms and Conditions") and the applicable cover agreement, (collectively, the "Agreement") will govern Customer's use of EMBARQ Classic Ethernet Services ("Services") provided by the applicable CenturyLink operating company supporting Customer's locations. To the extent permitted by law, Services are offered on an Individual Case Basis in lieu of any terms and conditions under CenturyLink Tariffs. The local operating company providing the Service is identified in the Agreement.

1. Services Description and Types

1.1 Services Description. The Services are a standards-based high-speed packet transport technology used for the interconnection of Local Area Networks ("LANs") within a metropolitan area. The Services deliver access from Customer's LAN to the CenturyLink network. The Services protect data privacy by using specialized screening software, which permits subscribers to access only their data. The Services are offered for local and intraLATA use where CenturyLink facilities exist. Each Ethernet connection is full duplex, symmetrical bandwidth with a single rate element that consists of the following:

A. User-to-Network Interface ("UNI"). The UNI is the physical interface between CenturyLink and Customer. The UNI includes:

(1) an Ethernet port connection at Customer's premises; and

(2) the physical transport to the CenturyLink switched Ethernet network.

B. Ethernet Virtual Connection ("EVC").

(1) EVC is the logical connection of an Ethernet service that connects two or more locations.

C. Class of Service. Customer can purchase an optional Class of Service ("COS") for an additional Monthly Recurring Charge ("MRC"). COS provides the ability to prioritize certain identifiable traffic flows across the CenturyLink switched Ethernet Network. Based on CenturyLink-provided mapping criteria, Customer must notify CenturyLink on how to mark and prioritize its traffic. After notification from Customer, CenturyLink will classify the traffic accordingly, as described in the following subsections. The two COSs are as follows.

(1) Gold COS. This prioritization will apply to Customer-designated traffic marked with priority of 4 to 6 on the CenturyLink switched Ethernet network. Gold COS is designed for Jitter and Network Latency (delay) sensitive applications like voice and video.

(2) Silver COS. This prioritization will apply to Customer-designated traffic markets with a priority of 1 to 3 on the CenturyLink switched Ethernet network. Silver COS will carry high priority business applications across the CenturyLink network.

D. Ethernet Network Interface Device ("E-NID").

(1) To deliver the Services, CenturyLink will place the E-NID at Customer premise. The E-NID is owned and managed by CenturyLink. The E-NID supports 24x7 proactive network monitoring, management, troubleshooting, and resolution from the CenturyLink central office to the E-NID on Customer premise. The E-NID allows for the convergence of multiple service options over one common facility for network aggregation. The E-NID is considered CenturyLink's point of demarcation.

(2) Installation of E-NID. CenturyLink will procure, receive stage, configure, and test the E-NID before installation at Customer's premise. CenturyLink will install the E-NID at a mutually agreed upon time from 8:00 am to 5:00 pm

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

Monday through Friday local time excluding CenturyLink-observed holidays ("Normal Business Hours"). CenturyLink may charge a fee for installation outside Normal Business Hours. CenturyLink may, in its sole discretion, outsource installation of the E-NID to a third party that is capable of performing the installation; provided, however, CenturyLink will remain responsible for any such outsourced installation supplied by a third party.

(3) Customer will pay CenturyLink for replacement of an E-NID that is damaged as a result of Customer's failure to comply with this Section, including installation costs of the replacement E-NID. Additionally, Customer must continue to pay the charges for the Service provided by CenturyLink for the remainder of the Order Term, regardless of whether or not the damaged E-NID is replaced.

(4) Customer must ensure the security of the E-NID located within Customer's premises and Customer will reimburse CenturyLink for any loss or damage to the E-NID caused by Customer's failure to properly secure Customer's premises and/or restrict or monitor access to the NID. Customer will not access, reconfigure, attempt to repair, connect to or alter the NID except as expressly requested by CenturyLink.

1.2 Services Types and Technical Specifications

A. Services Types.

(1) **Ethernet Local Area Network ("E-LAN").** A service type used to provide a full mesh where any to any connectivity is required, i.e. multipoint-to-multipoint. Typically used where all sites need to talk to each other. All traffic is sent to all Customer sites.

(2) **Ethernet Private Line ("EPL").** A service type used to provide point-to-point connectivity between two sites.

B. Technical Specifications.

(1) Services are available to customers whose serving central office is equipped with CenturyLink Classic Ethernet Services equipment and located within 28 km or 15 miles from the serving central office.

(2) The Services operate over a shared infrastructure that provides bi-directional transmission of data based on the Ethernet standards and operates at the Layer 2 of the OSI reference model.

(3) The network demarcation point is a standard Ethernet interface of 802.3 (Ethernet), 802.3u (Fast Ethernet) or 802.3z (Gigabit Ethernet) LAN interface on the CenturyLink Ethernet Services equipment at the subscriber premises. CenturyLink Ethernet Services network access for 802.3 interface is provided at 10 Mbps, while 802.3u network access is provided at 100 Mbps and 802.3z network access is provided at 1 Gigabit (1000 Mbps).

1.3 Customer Certification. Customer certifies (1) that no more than 10% of the Services will be for the transport of interstate data and (2) that it will not interconnect the Services with another carrier for voice-over internet protocol applications or services and will not use the Services to connect to the public switched telephone network ("PSTN").

2. Order Term.

2.1 The Order Term for the Services is designated in the Agreement.

2.2. Termination Liability Charges will not apply when Services, or a rate element of Services, are disconnected before expiration of the Order Term as a result of a change in terms and conditions or Customer-requested upgrade to a next generation service offering, under the following conditions:

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

A. The Order Term for the new service offering is equal to or exceeds the remaining service period of the disconnected Order Term, and

B. The Orders to install the new service and disconnect the old Services are related together, and there is no lapse in service between the installation of the new service and the disconnection of the old Services, and

C. The Orders to install the new service and disconnect the old Services are for the same Customer at the same location.

2.3. CenturyLink will determine whether the new service qualifies as a next generation service offering.

2.4. Nonrecurring charges and Service Order Charges for the new service will apply according to the requirements of the new service.

2.5. Temporary Suspension of Service (Vacation Service), at Customer's request, is not allowed for the Services.

3. Responsibilities of the Parties.

3.1 Responsibility of CenturyLink.

A. CenturyLink's responsibility is limited to the furnishing and maintenance of the Services to a network interface device on Customer's premises where provision is made for the connection of local service.

B. CenturyLink is not responsible if changes in any of its facilities, operations or procedures utilized in the provision of the Services render any facilities or equipment provided by Customer obsolete, or requires modification or alteration of such equipment or system or otherwise affects its use or performance.

C. Maintenance.

(1) Preventive Maintenance. To maintain the quality of the Services, CenturyLink reserves the right to perform preventative maintenance and software updates to the network. CenturyLink has classified maintenance as follows:

(a) Scheduled Maintenance. Scheduled maintenance is performed for functions such as hardware and software upgrades and network optimization. CenturyLink will perform these tasks in a maintenance window that is anticipated to minimize disruption of customer service and activity. CenturyLink will provide advance notice of all scheduled maintenance through the Event Reporting Information Console system (ERIC), a self-subscribed, self-managed reporting tool.

(b) Demand Maintenance. Demand maintenance may occur as a result of unexpected events and is performed when the Ethernet Services network elements are in jeopardy. CenturyLink will perform this type of maintenance at its discretion. Due to the nature of demand maintenance, prior notification may not be possible; however, Customer will be informed when the maintenance has been completed.

(2) Notification. CenturyLink will provide on-line notification of Scheduled Maintenance and unexpected events through ERIC. Customers can create and manage their subscription rules and create custom notification preferences based on service and location using the following URL: <http://www.centurylinkservices.net/events/>. ERIC notices are also posted to the customer access website for reference at any time before, during and shortly after the event. This system currently allows web-based status checks on current event notifications.

3.2 Responsibility of Customer. To ensure a smooth installation, the following responsibilities must be completed before installation of the Services, CenturyLink reserves the right, at its sole

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

discretion, to reschedule installation, charge Customer for additional work and any necessary materials or Products on a Time and Material basis, or terminate the Agreement with respect to Services and any associated services utilizing Services. Services will be installed at Customer's site only upon completion of all of these steps. If Customer is unable to complete all of these requirements before the installation date, Customer will notify CenturyLink as soon as it becomes aware of its inability.

A. **Traffic Marking.** Customer must appropriately mark the traffic for COS treatment as described in Section 1 based on CenturyLink-provided mapping criteria. CenturyLink will support a maximum frame size of 1536 bytes coming into the E-NID. CenturyLink will not support auto-negotiate. All circuits are set to full duplex and the purchased CIR determines the physical port speed (either 10/100 Mbps or 1 Gigabit).

B. **Media Access Control (MAC) Learning**. CenturyLink will support a default MAC learning per site up to 40 MAC addresses. It is Customer's responsibility to place a router at the location to manage accordingly.

C. **Throughput Requirement.** To protect the CenturyLink network from traffic storms, traffic controls are used to limit VLANs based on broadcast and multi-cast traffic. CenturyLink will impose a default of 1 Mbps of broadcast and multi-cast traffic per site. It is Customer's responsibility to notify if greater that 1 Mbps of broadcast or multi-cast traffic needs to be supported. CenturyLink will evaluate if additional broadcast or multi-cast can be supported.

D. Customer must provide adequate conduit from the right-of-way into the building and confirm access facilities to the building are available for fiber provisioning. It is also Customer's responsibility to locate private utilities on the premises if construction is required. Conduit specifications are as follows: One 2-inch Schedule 40 PVC conduit from 2 feet below grade at the building exterior to a pull box on the building exterior. Pull box must have a minimum dimension of 12-inch x 12-inch x 6-inch deep. Place one 2-inch conduit sleeve through wall from pull box to inside of the equipment room. Conduit must be equipped with 200 lb rated pull tension or greater. Equip conduit with no more than 2 quarter bends (a total of 180 degrees) between cable pulling points. Seal the conduit after installation to protect from damage such as water. Conduit is not required when Services are provisioned over copper or circuit bonding technology, 50 Mbps or less. Services delivered via copper/circuit bonding technology will terminate at the CenturyLink demarcation point on a Customer-provided wall-mounted 66 block and cross-connected to a copper loop bonding unit.

E. Customer must provide one 20 x 44 x ¾ inch plywood backboard in an equipment demarcation room with clearance of 36 inches in front of backboard. If the fiber demarcation point is within 25 feet of the equipment rack, a wall board will not be required. All hardware and terminations will be installed in the Customer-provided rack. If Customer is in a multi-tenant building and the shared building terminal at Customer's location does not have adequate space for CenturyLink fiber termination, Customer or building owner must provide a 24" x 24" x 9" cabinet with ¾" plywood. This cabinet must be associated next to the original building terminal to support association of shared demarcation facilities.

F. Customer must ensure the demarcation point is in an accessible and environmentally controlled location. All Service-enabling Equipment requires a clean, dust-free environment that is environmentally controlled to temperatures of 55-80 degrees Fahrenheit and humidity of 70% or less. If Customer is in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point is accessible to CenturyLink technicians. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation. Customer must ensure that this location remains dry and free of dampness, and the room temperature remains within the tolerance of sensitive electronic hardware.

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

G. Customer must ensure 4 consecutive rack units of space in a 19" data rack are available for Services. Customer must provide space in a 19" wide data rack for the required hardware. The rack must be either wall or floor mounted. CenturyLink will not install the hardware on a shelf or the floor.

H. Customer must provide a dedicated power outlet and common ground. CenturyLink termination electronics are powered by Customer-provided 120 VAC (20 Amp) circuit. CenturyLink requires the outlet to be a duplex, dedicated and grounded electrical outlet within 6 feet of the equipment location. Common ground must be 25 ohm or less. If Customer does not have an uninterrupted power supply (UPS) on the AC, Services will be lost in the event of an AC power failure. If UPS is required, Customer will provide. CenturyLink will provide for an additional charge upon request.

I. Customer must complete inside wiring before the arrival of the CenturyLink installation technicians. Customer must extend the wiring from the demarcation point to the location where the Services will be used. CenturyLink only will extend the demarcation point on a Time and Material basis for an additional charge. Customer must contact its CenturyLink Account Executive to schedule the work. CenturyLink uses the following guidelines when extending the demarcation point: (1) If services are delivered via copper (50 Mbps or less), the demarcation may be extended a maximum of 300 feet 24 gauge copper, or (2) If services are delivered via fiber, CenturyLink technicians will terminate fiber into a Customer-provided rack a maximum of 25 feet from demarcation.

J. Customer must confirm Service hand-off requirements. CenturyLink will provide a standard RJ-45 copper Ethernet connection for 10/100 service and a single mode fiber connection on a 1 Gigabit circuit as the demarcation point for the Services. If a different customer hand-off is required, such as a multimode fiber connection, Customer must state the requirement on the site survey per site network page.

K. Customer must confirm that its Local Area Network ("LAN") has an appropriate Service port available to provide the desired network functionality and is within the distance required by Service specifications. Customer will program the Service port for appropriate speed and full duplex setting. (auto-negotiate is not available). Customer will provide CAT5 cable(s) to connect its LAN to the Service-enabling equipment. Customer will provide an appropriate Service-enabling patch cable for connecting CenturyLink demarcation and Customer-provided Equipment.

L. Services are a Layer 2 network service only. All customer premises LAN Layer 3 (e.g. IP) addressing is Customer's responsibility. CenturyLink will provide pricing for additional equipment and labor to enable Layer 3 functionality, if required. In most cases this will be a router which will provide the Layer 3 routing of subnets and VLAN on Customer's network. If Customer only requires Layer 2 bridging (a flat network) across the Services, a standard Service switch port is all that is required.

M. The CenturyLink installer will not connect Services to Customer's LAN. CenturyLink installers will install the hardware and identify a port for connection. CenturyLink highly recommends the use of a qualified networking vendor to assist with LAN configuration. A CenturyLink Account Executive can provide pricing for CenturyLink network configuration for Services.

N. **Access to Premises.** Customer will provide CenturyLink maintenance personnel or contractors with access to CenturyLink's equipment placed at Customer's premises for regular maintenance and service. If Customer resides in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point (the location where the Local Phone Company wires enters Customer's building), is accessible to the CenturyLink technician. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation.

O. **Location of Utilities.** If construction is required, CenturyLink will not begin construction until Customer locates all private utilities on its premises.

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

P. Customer is responsible for payment of a Trouble Location Charge for visits by CenturyLink to Customer's premises where the service difficulty or trouble report results from the use of equipment or facilities provided by Customer.

Q. Customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by CenturyLink without the prior written consent of CenturyLink.

R. For maintenance purposes, upon CenturyLink's request, Customer will be responsible for notifying CenturyLink of the type of terminating equipment used.

4. Components and Rate Elements for Services.

4.1. Monthly Recurring Charge ("MRC"). CenturyLink will charge Customer a MRC for the Services. The components of the MRC are the following:

A. Transport. Availability of speeds may vary by metropolitan area.

B. CenturyLink-owned Edge Equipment. The CenturyLink-owned Edge Equipment is used to deliver Services and serve as CenturyLink's management device between the central office and the last mile connection at the customer premise. CenturyLink-owned Edge Equipment allows for the convergence of multiple service options over one common facility for network aggregation. The CenturyLink-provided Ethernet Equipment is the responsibility of CenturyLink including provisioning, maintenance and repair or replacement. The CenturyLink-provided Ethernet Edge Equipment is considered CenturyLink's demarcation point.

C. Monitoring. 24x7 network proactive monitoring and troubleshooting from CenturyLink's central office to the CenturyLink-owned Ethernet switch on the customer premise.

D. Aggregation Port. CenturyLink will assign a specific port on the CenturyLink-owned Ethernet switch to accept multiple VLANs from Customer. The assigned port will be the aggregation point from Customer that connects to CenturyLink's Ethernet network. The aggregation port will assign a VLAN tag at ingress and forward the traffic across CenturyLink's Ethernet network, removing the tag at egress. It is Customer's responsibility to provide the appropriate VLAN tag on any frames being transmitted. Any untagged frame received at the ingress of the aggregation port will be dropped.

E. COS. CenturyLink will charge an additional MRC for Customer's selection of an optional COS.

4.2. Nonrecurring Charges ("NRCs"). CenturyLink will charge Customer NRCs for the initial installation of a Local Channel Connection to a given serving central office and for any rearrangement of an existing Local Channel Connection.

4.3 Move Charge. CenturyLink will charge Customer a Move Charge for a Local Channel Connection moved to a new location, even when moved on the same premises. The Move Charge applies in addition to a Service Order Charge.

4.4. Service Order Charge. A Service Order Charge is applicable per each Customer request.

4.5. Special Construction Charges. Special Construction Charges may be applicable under special conditions. CenturyLink may charge Customer when technical limitations and/or the lack of facilities exist, or if it is necessary to construct facilities to satisfy service requests.

5. Service Level Agreement ("SLA").

5.1 SLA. To demonstrate CenturyLink's commitment to our business customers and the reliability and quality of our data services, CenturyLink has established the following SLA within CenturyLink-established Metro Areas. The definition of a Metro Area is defined by CenturyLink, in its sole discretion, based on current Ethernet availability. CenturyLink may adjust its Metro Areas at any time, even within an Order Term, without prior notice to Customer. As a result, the

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SLA described in this section may not be available at all times for any or all of Customer's Service locations

5.2 **Commitment.** Within Metro Areas, the following SLA will apply to all Service Types described in Section 1 above: CenturyLink's commitment is 99.9% Network Availability.

A. **Network Availability.** Network Availability is the ability to transmit data over the CenturyLink switched Ethernet Network. Network Availability does not mean Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach Customer, as there are many factors, outside of CenturyLink's control, that can affect an end-to-end connection. Network Availability is calculated by dividing the average number of minutes that the Services are available for Customer use by the total number of minutes in each calendar month and multiplying by 100.

B. **Network Availability Service Interruption.** A Service Interruption is defined as a complete loss of Network Availability affecting Customer's ability to transmit data over the CenturyLink switched Ethernet network. Service Interruption Time is defined as the total time in a calendar month that Customer's Ethernet circuit is unable to transmit or receive data due to core transport failure. Service Interruption Time does not include interruptions of less than 20 consecutive minutes in duration, time attributed to Customer's delay in responding to CenturyLink's requests for assistance to repair a Service Interruption, or the exclusions listed below.

C. CenturyLink Data Services, Advanced Network Services ("ANS") personnel proactively monitor the CenturyLink switched Ethernet network to ensure that the network is performing at optimal levels 24 hours per day, 365 days per year. CenturyLink monitors the core network from central office to central office and monitors the Ethernet links between the CenturyLink central office and E-NID on the Customer's premise. The E-NID collects critical data keeping ANS personnel apprised of the overall integrity of last mile connection. Any failure to communicate with the E-NID at the Customer's premise will initiate the trouble isolation and repair process and ANS will begin trouble shooting the problem.

(1) In the event of a Service Interruption at the Customer's premise, ANS personnel will contact Customer within 30 minutes providing them a trouble ticket number and a status. ANS will provide customer notification and status updates every two (2) hours until the problem is resolved. In the event the Service Interruption is the result of a hardware failure from the E-NID, CenturyLink will dispatch a repair technician to the affected Customer site to repair or replace the E-NID. Customer must provide CenturyLink with its current, accurate contact information, including Customer's designated representative and its hours of business operation, at all times. Customer's designated representative can contact the ANS operation center at anytime by calling 800-603-8044 or 407-741-0500.

(2) In the event of a Service Interruption affecting, at a minimum, a Metro Area within the CenturyLink switched Ethernet network beyond the Customer's premise, CenturyLink will send an automated message to Customer regarding the Service Interruption (if Customer previously has signed up to receive such automated messages). CenturyLink will send updates to Customer regarding such Service Interruption as more information is obtained.

(D) Service Interruption Time is measured from opening a CenturyLink trouble ticket for the affected circuit until restoring service for the affected circuit, less No Access and Hold Time. A trouble ticket is deemed open when the appropriate CenturyLink personnel receive notification of a trouble. A ticket is deemed restored when the repair agency restores the service and confirms with Customer. No Access Time is when CenturyLink has no access to the site and/or personnel at the site. Hold Time is the amount of time between the time Customer is notified of the repair and the time when the ticket is closed.

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

5.3 Service Credit.

A. If Customer believes CenturyLink has missed a commitment in Section 5.2, Customer must notify its CenturyLink Account Manager in writing within 15 business days after completion of the measurement period to request a Service Credit. Calculation of the Service Credit will begin upon notification.

B. Upon CenturyLink's verification of the underperformance, CenturyLink will issue a Service Credit to Customer for the affected site.

C. The methodology used to measure CenturyLink's performance against the applicable SLA is determined by CenturyLink in its sole and reasonable discretion and is subject to change without notice. CenturyLink will in good faith make all final determinations with respect to the existence or occurrence of a Service Interruption and the applicability of any Service Credit.

D. **Service Credit.** CenturyLink will provide a Service Credit equal to 1/30 of the MRC for the affected site for a Service Interruption of 20 consecutive minutes to one hour in duration plus an additional 1/30 of the MRC for each additional one hour of continuous unavailability.

5.4 Maximum Service Credits.

A. Service Credits issued in any calendar month under this SLA will not exceed Customer's total MRCs for the affected circuit.

B. In any calendar month, Customer may receive no more than three Service Credits with respect to any particular Customer site.

5.5 Exclusions. This SLA does not include Service Interruptions caused by:

A. Failure of any components beyond the core network maintained by CenturyLink such as the failure of any Customer-owned and/or maintained equipment or internal wiring on Customer's premise, beyond the local telephone company's demarcation device or smart-jack;

B. Inaccurate, incomplete or changes to previously accepted orders;

C. Troubles resolved as "No Trouble Found";

D. Failure of any components that CenturyLink cannot correct because Customer is inaccessible;

E. Customer's negligence or willful misconduct or the negligence or willful misconduct of others authorized by Customer to use the data services, including without limitation, work repair or maintenance performed on Equipment located on Customer's premises by persons other than CenturyLink technicians;

F. Excused Service Interruptions due to planned and or scheduled maintenance;

G. Lost measurements due to CenturyLink's measurement system failure; or

H. Fiber optic cable cuts that are not the fault of CenturyLink.

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

Contract No. 241108911944

Products and Services Agreement (Services Only)

This Products and Services Agreement ("Agreement") between **CENTURYLINK SALES SOLUTIONS, INC.**, as contracting agent on behalf of the applicable affiliated entities providing the Services ("CenturyLink") and City of Ocala ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Services to Customer. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.City of Ocala

1. **SERVICES**. CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.

2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.

3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

By: Steve Arneson
Steve Arneson (Feb 14, 2025 10:35 CST)
Printed: Steve Arneson
Title: Manager - Offer Management
Date: 02/14/2025

Address for Notices:
CenturyLink
Attn: Sales Administration
555 Lake Border Dr.
Apopka, FL 32703

And if related to a dispute to:
CenturyLink
Attn: Notice Coordinator
931 14th Str., #900
Denver, CO 80202
Fax: (888) 778-0054

Sales Rep: Dayne Pruitt
Sales Rep Phone: (864) 450-9764

City of Ocala

Signed by:
By: Kristen Dreyer
382728BFAF374FC...
Printed: Kristen Dreyer
Title: Council President
Date: 2/5/2025

Customer Address:
CITY OF OCALA, 110 SE Watula Ave, 3rd Floor
OCALA, FL 34471-2148

Address for Notices (if different from above):

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
B07DCFC4E86E429...

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

Contract No. 241108911944

SERVICES LIST

1. **SERVICES**. CenturyLink will provide to Customer those Services identified below. The name of the local operating company providing Services can be located by searching for a NPA-NXX in the first column of the list at http://www.centurylink.com/tariffs/NPANXX_Entity.pdf. The NPA-NXX is a number consisting of an Area Code plus the first three digits of the telephone number. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in the table below ("Price Table"). Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless otherwise provided in the service-specific terms and conditions. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

Service	Order Term (Months)	Monthly Recurring Charge	Non-recurring Charges
EMBARQ Enhanced Ethernet Services	12	$9040	$0
	0	$0	$0
	0	$0	$0
	0	$0	$0
	0	$0	$0
	0	$0	$0
	0	$0	$0
	0	$0	$0

2. **PRICING.**

   2.1 **Monthly Recurring Charges ("MRC") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in the Price Table. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.

   2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in the Price Table. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.

   2.3 **Additional Charges**. Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.

   2.4 **Additional Payment Requirements**. If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.

3. **TERMS AND CONDITIONS**. CenturyLink provides Services under the applicable terms and conditions posted to http://about.centurylink.com/legal/rates_conditions.html and incorporated into the Agreement by this reference. Except for Services provided under Tariffs or Local Terms of Service, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence. CenturyLink may modify its Tariffs or Local Terms of Service from time to time.

4. **TERMINATION**. If Customer gives notice of cancellation or termination, disconnects any portion of a Service, or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed in Section 3 above based for the Service cancelled or terminated. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

5. **RELATED PRODUCT PURCHASES**. If Customer requests, CenturyLink will provide reasonable efforts to resolve equipment and software failure issues, including providing materials, parts, and labor as needed and available for resolution at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services and the Time and Materials Services Annex, all posted to http://about.centurylink.com/legal/rates_conditions.html.

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/18/2024
Expire Quote Date: 1/20/2025
Customer Copy - Quote #: 24-000853

Customer Contact Information:
Company Name: City of Ocala
Billing Address: CITY OF OCALA, 110 SE Watula Ave, 3rd Floor
Billing City, State, Zip: OCALA FL 34471-2148
BAN ID: 432785605
Customer Contact Name:
Customer Contact Phone:
Customer Contact E-mail:

CenturyLink Contact Information:
Sales Person: Dayne Pruitt [1068949]
Email: dayne.pruitt@centurylink.com
Sales Contact Number: 864-388-1315
Dealer Code: 1068949

Engineer: Chuck Roberson
Email: charles.w.roberson@centurylink.com
Engineer Contact Number: 352-368-8814

Service Description: The following Term options reflect the total budgetary Monthly Recurring Revenue (MRR) and Non-Recurring Revenue (NRR) for all sites included in the quote. See subsequent pages for individual budgetary charges per site.

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services
Term Agreement: 12 month
Total # of Sites included in this quote: 14

Site	Listing Name	MRR	NRR
A	Belleview Public Library	$520.00	$0.00
B	Terrace Rd	$545.00	$0.00
C	Sheriff's Office	$825.00	$0.00
D	Ft McCoy Library	$520.00	$0.00
E	The Villages	$545.00	$0.00
F	Ft McCoy School	$2000.00	$0.00
G	Laurel Manor	$667.00	$0.00
H	Inverness 44	$545.00	$0.00
I	Marion Oaks	$520.00	$0.00
J	Lecanto	$545.00	$0.00
K	Summerfield	$440.00	$0.00
L	Marion Co Library	$520.00	$0.00
M	Inverness 605	$328.00	$0.00
N	Forest Pub Library	$520.00	$0.00
	TOTAL	**$9040.00**	**$0.00**

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/18/2024
Expire Quote Date: 1/20/2025
Customer Copy - Quote #: 24-000853

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: Belleview Public Library
Address: 13145 SE CNTY HIGHWAY 484
City, State, Zip: BELLEVIEW, FL, 34420
NPA-NXX: 352-438
On Site Contact Name: Shantel Bynes
Work TN: 135-240-16900
Circuit ID: 25.KXFS.220052..UFLG

Telco Central Office Information:

Telco A: Embarq Florida, Inc.
Serving Central Office CLLI: BLVWFLXA02W
Serving Central Office Address: 5911 SE OAK RD
Serving Central Office City, State, Zip: BELLEVIEW, FL 34420

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
A	1	PP1EEZ113	E186	100 Mbps Metro Ethernet CIR/EIR Based Service	$520.00	$520.00		
A	1			Service Order Charge	$0.00	$0.00		
				TOTAL		**$520.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/18/2024
Expire Quote Date: 1/20/2025
Customer Copy - Quote #: 24-000853

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: Terrace Rd
Address: 14130 SW 34TH TERRACE RD
City, State, Zip: OCALA, FL, 34473
NPA-NXX: 352-351
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25.KXFS.202959..UFLG

Telco Central Office Information:

Telco B: Embarq Florida, Inc.
Serving Central Office CLLI: SSPRFLXA
Serving Central Office Address: 25645 NE 142ND PL
Serving Central Office City, State, Zip: SALT SPRINGS, FL 32134

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
B	1			- 10M Metro Ethernet CIR/EIR Based Service - ICB	$545.00	$545.00		
B	1			Service Order Charge	$0.00	$0.00		
				TOTAL		**$545.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

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City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/18/2024
Expire Quote Date: 1/20/2025
Customer Copy - Quote #: 24-000853

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: Sheriff's Office
Address: 14463 NE 250TH Ave
City, State, Zip: FORT MC COY, FL, 32134
NPA-NXX: 352-402
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25/KXFS/221300//UFLG

Telco Central Office Information:

Telco C: Embarq Florida, Inc.
Serving Central Office CLLI: SVSPFLXA00W
Serving Central Office Address: 5320 NE 25TH ST
Serving Central Office City, State, Zip: SILVER SPRINGS, FL 34488

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
C	1	PP1EEZ304	E183	10 Mbps Metro Ethernet CIR/EIR Based Service	$825.00	$825.00		
C	1			Service Order Charge	$0.00	$0.00		
				TOTAL		**$825.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

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City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/18/2024
Expire Quote Date: 1/20/2025
Customer Copy - Quote #: 24-000853

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: Ft McCoy Library
Address: 14660 NE HIGHWAY 315
City, State, Zip: FORT MC COY, FL, 32134
NPA-NXX: 352-438
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25.KXFS.220053..UFLG

Telco Central Office Information:

Telco D: Embarq Florida, Inc.
Serving Central Office CLLI: SVSPFLXA00W
Serving Central Office Address: 5320 NE 25TH ST
Serving Central Office City, State, Zip: SILVER SPRINGS, FL 34488

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
D	1	PP1EEZ313	E186	100 Mbps Metro Ethernet CIR/EIR Based Service	$520.00	$520.00		
D	1			Service Order Charge	$0.00	$0.00		
				TOTAL		**$520.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

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City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/18/2024
Expire Quote Date: 1/20/2025
Customer Copy - Quote #: 24-000853

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: The Villages
Address: 1540 CLEMENTE CT
City, State, Zip: The Villages, FL, 32159
NPA-NXX: 352-351
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25.KXFS.301043..UFLG

Telco Central Office Information:

Telco E: Embarq Florida, Inc.
Serving Central Office CLLI: LDLKFLXA06W
Serving Central Office Address: 121 E LADY LAKE BLVD
Serving Central Office City, State, Zip: LADY LAKE, FL 32159

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
E	1	PP1EEZ113	E186	100 Mbps Metro Ethernet CIR/EIR Based Service	$545.00	$545.00		
E	1			Service Order Charge	$0.00	$0.00		
E	1	PPERT	RT50M	50 Mbps Real Time CIR	$0.00	$0.00		
				TOTAL		**$545.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/18/2024
Expire Quote Date: 1/20/2025
Customer Copy - Quote #: 24-000853

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: Ft McCoy School
Address: 16160 NE HIGHWAY 315
City, State, Zip: FORT MC COY, FL, 32134
NPA-NXX: 352-671
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25.KXFS.311139..SMPN

Telco Central Office Information:

Telco F: Embarq Florida, Inc.
Serving Central Office CLLI: SVSPFLXA00W
Serving Central Office Address: 5320 NE 25TH ST
Serving Central Office City, State, Zip: SILVER SPRINGS, FL 34488

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
F	1			- Above 1000M Metro Ethernet CIR/EIR Based Service - ICB	$2,000.00	$2,000.00		
F	1			Service Order Charge	$0.00	$0.00		
F	1	PPERT	RT50M	50 Mbps Real Time CIR	$0.00	$0.00		
F	1	PPERT	RT50M	50 Mbps Real Time CIR	$0.00	$0.00		
F	1	PPERT	RT50M	50 Mbps Real Time CIR	$0.00	$0.00		
F	1	PPERT	RT20M	20 Mbps Real Time CIR	$0.00	$0.00		
F	1	PPERT	RT10M	10 Mbps Real Time CIR	$0.00	$0.00		
				TOTAL		**$2,000.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/18/2024
Expire Quote Date: 1/20/2025
Customer Copy - Quote #: 24-000853

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: Laurel Manor
Address: 1950 LAUREL MANOR DR STE 250
City, State, Zip: THE VILLAGES, FL, 32162
NPA-NXX: 352-351
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25/KXFS/144148//UFLG

Telco Central Office Information:

Telco G: Embarq Florida, Inc.
Serving Central Office CLLI: LDLKFLXA06W
Serving Central Office Address: 121 E LADY LAKE BLVD
Serving Central Office City, State, Zip: LADY LAKE, FL 32159

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
G	1	PP1EEZ113	E186	100 Mbps Metro Ethernet CIR/EIR Based Service	$667.00	$667.00		
G	1			Service Order Charge	$0.00	$0.00		
G	1	PPERT	RT50M	50 Mbps Real Time CIR	$0.00	$0.00		
				TOTAL		**$667.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

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City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/18/2024
Expire Quote Date: 1/20/2025
Customer Copy - Quote #: 24-000853

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: Inverness 44
Address: 2105 HIGHWAY 44 W
City, State, Zip: INVERNESS, FL, 34453
NPA-NXX: 352-637
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25/KXFS/001578//UFLG

Telco Central Office Information:

Telco H: Embarq Florida, Inc.
Serving Central Office CLLI: INVRFLXA03W
Serving Central Office Address: 115 N APOPKA AVE
Serving Central Office City, State, Zip: INVERNESS, FL 32650

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
H	1	PP1EEZ114	E187A	200 Mbps Metro Ethernet CIR/EIR Based Service	$545.00	$545.00		
H	1			Service Order Charge	$0.00	$0.00		
				TOTAL		**$545.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

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City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/18/2024
Expire Quote Date: 1/20/2025
Customer Copy - Quote #: 24-000853

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: Marion Oaks
Address: 294 MARION OAKS LN
City, State, Zip: OCALA, FL, 34473
NPA-NXX: 352-438
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25.KXFS.293209..UFLG

Telco Central Office Information:

Telco I: Embarq Florida, Inc.
Serving Central Office CLLI: BLVWFLXA02W
Serving Central Office Address: 5911 SE OAK RD
Serving Central Office City, State, Zip: BELLEVIEW, FL 34420

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
I	1	PP1EEZ113	E186	100 Mbps Metro Ethernet CIR/EIR Based Service	$520.00	$520.00		
I	1			Service Order Charge	$0.00	$0.00		
				TOTAL		**$520.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

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City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/18/2024
Expire Quote Date: 1/20/2025
Customer Copy - Quote #: 24-000853

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: Lecanto
Address: 522 N LECANTO HWY
City, State, Zip: LECANTO, FL, 34461
NPA-NXX: 352-351
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25.KXFS.301041..UFLG

Telco Central Office Information:

Telco J: Embarq Florida, Inc.
Serving Central Office CLLI: BVHLFLXA02W
Serving Central Office Address: 31 N MONROE ST
Serving Central Office City, State, Zip: BEVERLY HILLS, FL 34465

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
J	1	PP1EEZ113	E186	100 Mbps Metro Ethernet CIR/EIR Based Service	$545.00	$545.00		
J	1			Service Order Charge	$0.00	$0.00		
J	1	PPERT	RT50M	50 Mbps Real Time CIR	$0.00	$0.00		
				TOTAL		**$545.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

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City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/18/2024
Expire Quote Date: 1/20/2025
Customer Copy - Quote #: 24-000853

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: Summerfield
Address: 5601 SE HIGHWAY 42
City, State, Zip: SUMMERFIELD, FL, 34491
NPA-NXX: 352-351
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25.KXFS.193055..UFLG

Telco Central Office Information:

Telco K: Embarq Florida, Inc.
Serving Central Office CLLI: BLVWFLXA02W
Serving Central Office Address: 5911 SE OAK RD
Serving Central Office City, State, Zip: BELLEVIEW, FL 34420

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
K	1	PP1EEZ108	E185	50 Mbps Metro Ethernet CIR/EIR Based Service	$440.00	$440.00		
K	1			Service Order Charge	$0.00	$0.00		
K	1	PPERT	RT20M	20 Mbps Real Time CIR	$0.00	$0.00		
				TOTAL		**$440.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

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City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/18/2024
Expire Quote Date: 1/20/2025
Customer Copy - Quote #: 24-000853

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: Marion Co Library
Address: 5870 SW 95TH ST
City, State, Zip: OCALA, FL, 34476
NPA-NXX: 352-438
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25.KXFS.220054..UFLG

Telco Central Office Information:

Telco L: Embarq Florida, Inc.
Serving Central Office CLLI: OCALFLXA22W
Serving Central Office Address: 319 SE BROADWAY ST
Serving Central Office City, State, Zip: OCALA, FL 34471

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
L	1	PP1EEZ113	E186	100 Mbps Metro Ethernet CIR/EIR Based Service	$520.00	$520.00		
L	1			Service Order Charge	$0.00	$0.00		
				TOTAL		**$520.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

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City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/18/2024
Expire Quote Date: 1/20/2025
Customer Copy - Quote #: 24-000853

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: Inverness 605
Address: 605 W HIGHLAND BLVD
City, State, Zip: INVERNESS, FL, 34452
NPA-NXX: 352-726
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25.KXFS.647248..UFLG

Telco Central Office Information:

Telco M: Embarq Florida, Inc.
Serving Central Office CLLI: INVRFLXA03W
Serving Central Office Address: 115 N APOPKA AVE
Serving Central Office City, State, Zip: INVERNESS, FL 32650

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
M	1	PP1EEZ105	E184	20 Mbps Metro Ethernet CIR/EIR Based Service	$328.00	$328.00		
M	1			Service Order Charge	$0.00	$0.00		
M	1	PPERT	RT10M	10 Mbps Real Time CIR	$0.00	$0.00		
				TOTAL		**$328.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

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Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

City of Ocala
Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services
Proposal Date: 11/18/2024
Expire Quote Date: 1/20/2025
Customer Copy - Quote #: 24-000853

CenturyLink™

Customer Service Location:

PON #:
Primary Location Name: Forest Pub Library
Address: 905 S HIGHWAY 314A
City, State, Zip: OCKLAWAHA, FL, 32179
NPA-NXX: 352-438
On Site Contact Name: Shantel Bynes
Work TN: 352-401-6900
Circuit ID: 25.KXFS.220051..UFLG

Telco Central Office Information:

Telco N: Embarq Florida, Inc.
Serving Central Office CLLI: OCNFFLXARP0
Serving Central Office Address: 111 N HWY 314A
Serving Central Office City, State, Zip: OCALA NATIONAL FOREST, FL 32688

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
N	1	PP1EEZ113	E186	100 Mbps Metro Ethernet CIR/EIR Based Service	$520.00	$520.00		
N	1			Service Order Charge	$0.00	$0.00		
				TOTAL		**$520.00**		**$0.00**

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: CenturyLink Metro Ethernet CIR/EIR Based Services

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Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

Customer Responsibilities – Ethernet Services described in this Price Quote

If the following responsibilities are not completed before installation of the Ethernet services described in this Price Quote ("Ethernet Services"), CenturyLink reserves the right, at its sole discretion, to reschedule installation, charge Customer for additional work and any necessary materials or Products on a Time and Material basis, or terminate the Agreement (to which this Price Quote is incorporated) with respect to Ethernet Services and any associated services utilizing Ethernet Services.

1. Customer must provide adequate conduit from the right-of-way into the building and confirm access facilities to the building are available for fiber provisioning. It is also Customer's responsibility to locate private utilities on the premises if construction is required. Conduit specifications are as follows: One 2-inch Schedule 40 PVC conduit from 2 feet below grade at the building exterior to a pull box on the building exterior. Pull box must have a minimum dimension of 12-inch x 12-inch x 6-inch deep. Place one 2-inch conduit sleeve through wall from pull box to inside of the equipment room. Conduit must be equipped with 200 lb rated pull tension or greater. Equip conduit with no more than 2 quarter bends (a total of 180 degrees) between cable pulling points. Seal the conduit after installation to protect from damage such as water.

   Conduit is not required when Ethernet Service is provisioned over copper or circuit bonding technology, 50 Mbps or less. Ethernet Services delivered via copper/circuit bonding technology will terminate at the CenturyLink demarcation point on a Customer-provided wall-mounted 66 block and cross-connected to a copper loop bonding unit.

2. Customer must provide one 20 x 44 x ¾ inch plywood backboard in an equipment demarcation room with clearance of 36 inches in front of backboard. If the fiber demarcation point is within 25 feet of the equipment rack, a wall board will not be required. All hardware and terminations will be installed in the Customer-provided rack.

   If Customer is in a multi-tenant building and the shared building terminal at Customer's location does not have adequate space for CenturyLink fiber termination, Customer or building owner must provide a 24" x 24" x 9" cabinet with ¾" plywood. This cabinet must be associated next to the original building terminal to support association of shared demarcation facilities.

3. Customer must ensure the demarcation point is in an accessible and environmentally controlled location. All CenturyLink Ethernet Services-enabling Equipment requires a clean, dust-free environment that is environmentally controlled to temperatures of 55-80 degrees Fahrenheit and humidity of 70% or less. If Customer is in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point, is accessible to CenturyLink technicians. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation. Customer must ensure that this location remains dry and free of dampness, and the room temperature remains within the tolerance of sensitive electronic hardware.

4. Customer must ensure 4 consecutive rack units of space in a 19" data rack are available for Ethernet Services. Customer must provide space in a 19" wide data rack for the required hardware. The rack must be either wall or floor mounted. CenturyLink will not install the hardware on a shelf or the floor.

5. Customer must provide a dedicated power outlet and common ground. CenturyLink termination electronics are powered by Customer-provided 120 VAC (20 Amp) circuit. CenturyLink requires the outlet to be a duplex, dedicated and grounded electrical outlet within 6 feet of the equipment location. Common ground must be 25 ohm or less. If Customer does not have an uninterrupted power supply (UPS) on the AC, Ethernet Services will be lost in the event of an AC power failure. If UPS is required, Customer will provide. CenturyLink will provide for an additional charge upon request.

6. Customer must complete inside wiring before the arrival of the CenturyLink installation technicians. Customer must extend the wiring from the demarcation point to the location where the Ethernet Services will be used.

   CenturyLink only will extend the demarcation point on a Time and Material basis for an additional charge. Customer must contact its CenturyLink Account Executive to schedule the work. CenturyLink uses the following guidelines when extending the demarcation point: (1) If services are delivered via copper (50 Mbps or less), the

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demarcation may be extended a maximum of 300 feet 24 gauge copper, or (2) If services are delivered via fiber, CenturyLink technicians will terminate fiber into a Customer-provided rack a maximum of 25 feet from demarcation.

7. Customer must confirm Ethernet Service hand-off requirements. CenturyLink will provide a standard RJ-45 copper Ethernet connection for 10/100 service and a single mode fiber connection on a 1 Gigabit circuit as the demarcation point for the Ethernet Services. If a different customer hand-off is required, such as a multimode fiber connection, Customer must state the requirement on the site survey per site network page.

8. Customer must confirm that its Local Area Network ("LAN") has an appropriate Ethernet Service port available to provide the desired network functionality and is within the distance required by Ethernet Service specifications. Customer will program the Ethernet Service port for appropriate speed and full duplex setting. (auto-negotiate is not available). Customer will provide CAT5 cable(s) to connect its LAN to the CenturyLink Ethernet Service-enabling equipment. Customer will provide an appropriate Ethernet Service-enabling patch cable for connecting CenturyLink demarcation and Customer-provided Equipment.

9. Ethernet Services are a Layer 2 network service only. All customer premises LAN Layer 3 (e.g. IP) addressing is Customer's responsibility. CenturyLink will provide pricing for additional equipment and labor to enable Layer 3 functionality, if required. In most cases this will be a router which will provide the Layer 3 routing of subnets and VLAN on Customer's network. If Customer only requires Layer 2 bridging (a flat network) across the Ethernet Services, then a standard Ethernet Service switch port is all that is required.

10. The CenturyLink installer will not connect Ethernet Services to Customer's LAN. CenturyLink installers will install the hardware and identify a port for connection. CenturyLink highly recommends the use of a qualified networking vendor to assist with LAN configuration. A CenturyLink Account Executive can provide pricing for CenturyLink network configuration for Ethernet Services.

Ethernet Services will be installed at your site only upon completion of all of these steps. If Customer is unable to complete all of these requirements before the installation date, Customer will notify CenturyLink as soon as it becomes aware of its inability.

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

EMBARQ CLASSIC ETHERNET SERVICES ANNEX

The following terms and conditions, together with the Standard Terms and Conditions for Communications Services ("Standard Terms and Conditions") and the applicable cover agreement, (collectively, the "Agreement") will govern Customer's use of EMBARQ Classic Ethernet Services ("Services") provided by the applicable CenturyLink operating company supporting Customer's locations. To the extent permitted by law, Services are offered on an Individual Case Basis in lieu of any terms and conditions under CenturyLink Tariffs. The local operating company providing the Service is identified in the Agreement.

1. Services Description and Types

1.1 Services Description. The Services are a standards-based high-speed packet transport technology used for the interconnection of Local Area Networks ("LANs") within a metropolitan area. The Services deliver access from Customer's LAN to the CenturyLink network. The Services protect data privacy by using specialized screening software, which permits subscribers to access only their data. The Services are offered for local and intraLATA use where CenturyLink facilities exist. Each Ethernet connection is full duplex, symmetrical bandwidth with a single rate element that consists of the following:

A. User-to-Network Interface ("UNI"). The UNI is the physical interface between CenturyLink and Customer. The UNI includes:

(1) an Ethernet port connection at Customer's premises; and

(2) the physical transport to the CenturyLink switched Ethernet network.

B. Ethernet Virtual Connection ("EVC").

(1) EVC is the logical connection of an Ethernet service that connects two or more locations.

C. Class of Service. Customer can purchase an optional Class of Service ("COS") for an additional Monthly Recurring Charge ("MRC"). COS provides the ability to prioritize certain identifiable traffic flows across the CenturyLink switched Ethernet Network. Based on CenturyLink-provided mapping criteria, Customer must notify CenturyLink on how to mark and prioritize its traffic. After notification from Customer, CenturyLink will classify the traffic accordingly, as described in the following subsections. The two COSs are as follows.

(1) Gold COS. This prioritization will apply to Customer-designated traffic marked with priority of 4 to 6 on the CenturyLink switched Ethernet network. Gold COS is designed for Jitter and Network Latency (delay) sensitive applications like voice and video.

(2) Silver COS. This prioritization will apply to Customer-designated traffic markets with a priority of 1 to 3 on the CenturyLink switched Ethernet network. Silver COS will carry high priority business applications across the CenturyLink network.

D. Ethernet Network Interface Device ("E-NID").

(1) To deliver the Services, CenturyLink will place the E-NID at Customer premise. The E-NID is owned and managed by CenturyLink. The E-NID supports 24x7 proactive network monitoring, management, troubleshooting, and resolution from the CenturyLink central office to the E-NID on Customer premise. The E-NID allows for the convergence of multiple service options over one common facility for network aggregation. The E-NID is considered CenturyLink's point of demarcation.

(2) Installation of E-NID. CenturyLink will procure, receive stage, configure, and test the E-NID before installation at Customer's premise. CenturyLink will install the E-NID at a mutually agreed upon time from 8:00 am to 5:00 pm

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

Monday through Friday local time excluding CenturyLink-observed holidays ("Normal Business Hours"). CenturyLink may charge a fee for installation outside Normal Business Hours. CenturyLink may, in its sole discretion, outsource installation of the E-NID to a third party that is capable of performing the installation; provided, however, CenturyLink will remain responsible for any such outsourced installation supplied by a third party.

(3) Customer will pay CenturyLink for replacement of an E-NID that is damaged as a result of Customer's failure to comply with this Section, including installation costs of the replacement E-NID. Additionally, Customer must continue to pay the charges for the Service provided by CenturyLink for the remainder of the Order Term, regardless of whether or not the damaged E-NID is replaced.

(4) Customer must ensure the security of the E-NID located within Customer's premises and Customer will reimburse CenturyLink for any loss or damage to the E-NID caused by Customer's failure to properly secure Customer's premises and/or restrict or monitor access to the NID. Customer will not access, reconfigure, attempt to repair, connect to or alter the NID except as expressly requested by CenturyLink.

1.2 Services Types and Technical Specifications

A. Services Types.

(1) Ethernet Local Area Network ("E-LAN"). A service type used to provide a full mesh where any to any connectivity is required, i.e. multipoint-to-multipoint. Typically used where all sites need to talk to each other. All traffic is sent to all Customer sites.

(2) Ethernet Private Line ("EPL"). A service type used to provide point-to-point connectivity between two sites.

B. Technical Specifications.

(1) Services are available to customers whose serving central office is equipped with CenturyLink Classic Ethernet Services equipment and located within 28 km or 15 miles from the serving central office.

(2) The Services operate over a shared infrastructure that provides bi-directional transmission of data based on the Ethernet standards and operates at the Layer 2 of the OSI reference model.

(3) The network demarcation point is a standard Ethernet interface of 802.3 (Ethernet), 802.3u (Fast Ethernet) or 802.3z (Gigabit Ethernet) LAN interface on the CenturyLink Ethernet Services equipment at the subscriber premises. CenturyLink Ethernet Services network access for 802.3 interface is provided at 10 Mbps, while 802.3u network access is provided at 100 Mbps and 802.3z network access is provided at 1 Gigabit (1000 Mbps).

1.3 Customer Certification. Customer certifies (1) that no more than 10% of the Services will be for the transport of interstate data and (2) that it will not interconnect the Services with another carrier for voice-over internet protocol applications or services and will not use the Services to connect to the public switched telephone network ("PSTN").

2. Order Term.

2.1 The Order Term for the Services is designated in the Agreement.

2.2. Termination Liability Charges will not apply when Services, or a rate element of Services, are disconnected before expiration of the Order Term as a result of a change in terms and conditions or Customer-requested upgrade to a next generation service offering, under the following conditions:

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

A. The Order Term for the new service offering is equal to or exceeds the remaining service period of the disconnected Order Term, and

B. The Orders to install the new service and disconnect the old Services are related together, and there is no lapse in service between the installation of the new service and the disconnection of the old Services, and

C. The Orders to install the new service and disconnect the old Services are for the same Customer at the same location.

2.3. CenturyLink will determine whether the new service qualifies as a next generation service offering.

2.4. Nonrecurring charges and Service Order Charges for the new service will apply according to the requirements of the new service.

2.5. Temporary Suspension of Service (Vacation Service), at Customer's request, is not allowed for the Services.

3. Responsibilities of the Parties.

3.1 Responsibility of CenturyLink.

A. CenturyLink's responsibility is limited to the furnishing and maintenance of the Services to a network interface device on Customer's premises where provision is made for the connection of local service.

B. CenturyLink is not responsible if changes in any of its facilities, operations or procedures utilized in the provision of the Services render any facilities or equipment provided by Customer obsolete, or requires modification or alteration of such equipment or system or otherwise affects its use or performance.

C. Maintenance.

(1) Preventive Maintenance. To maintain the quality of the Services, CenturyLink reserves the right to perform preventative maintenance and software updates to the network. CenturyLink has classified maintenance as follows:

(a) Scheduled Maintenance. Scheduled maintenance is performed for functions such as hardware and software upgrades and network optimization. CenturyLink will perform these tasks in a maintenance window that is anticipated to minimize disruption of customer service and activity. CenturyLink will provide advance notice of all scheduled maintenance through the Event Reporting Information Console system (ERIC), a self-subscribed, self-managed reporting tool.

(b) Demand Maintenance. Demand maintenance may occur as a result of unexpected events and is performed when the Ethernet Services network elements are in jeopardy. CenturyLink will perform this type of maintenance at its discretion. Due to the nature of demand maintenance, prior notification may not be possible; however, Customer will be informed when the maintenance has been completed.

(2) Notification. CenturyLink will provide on-line notification of Scheduled Maintenance and unexpected events through ERIC. Customers can create and manage their subscription rules and create custom notification preferences based on service and location using the following URL: <http://www.centurylinkservices.net/events/>. ERIC notices are also posted to the customer access website for reference at any time before, during and shortly after the event. This system currently allows web-based status checks on current event notifications.

3.2 Responsibility of Customer. To ensure a smooth installation, the following responsibilities must be completed before installation of the Services, CenturyLink reserves the right, at its sole

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

discretion, to reschedule installation, charge Customer for additional work and any necessary materials or Products on a Time and Material basis, or terminate the Agreement with respect to Services and any associated services utilizing Services. Services will be installed at Customer's site only upon completion of all of these steps. If Customer is unable to complete all of these requirements before the installation date, Customer will notify CenturyLink as soon as it becomes aware of its inability.

A. **Traffic Marking.** Customer must appropriately mark the traffic for COS treatment as described in Section 1 based on CenturyLink-provided mapping criteria. CenturyLink will support a maximum frame size of 1536 bytes coming into the E-NID. CenturyLink will not support auto-negotiate. All circuits are set to full duplex and the purchased CIR determines the physical port speed (either 10/100 Mbps or 1 Gigabit).

B. **Media Access Control (MAC) Learning**. CenturyLink will support a default MAC learning per site up to 40 MAC addresses. It is Customer's responsibility to place a router at the location to manage accordingly.

C. **Throughput Requirement.** To protect the CenturyLink network from traffic storms, traffic controls are used to limit VLANs based on broadcast and multi-cast traffic. CenturyLink will impose a default of 1 Mbps of broadcast and multi-cast traffic per site. It is Customer's responsibility to notify if greater that 1 Mbps of broadcast or multi-cast traffic needs to be supported. CenturyLink will evaluate if additional broadcast or multi-cast can be supported.

D. Customer must provide adequate conduit from the right-of-way into the building and confirm access facilities to the building are available for fiber provisioning. It is also Customer's responsibility to locate private utilities on the premises if construction is required. Conduit specifications are as follows: One 2-inch Schedule 40 PVC conduit from 2 feet below grade at the building exterior to a pull box on the building exterior. Pull box must have a minimum dimension of 12-inch x 12-inch x 6-inch deep. Place one 2-inch conduit sleeve through wall from pull box to inside of the equipment room. Conduit must be equipped with 200 lb rated pull tension or greater. Equip conduit with no more than 2 quarter bends (a total of 180 degrees) between cable pulling points. Seal the conduit after installation to protect from damage such as water. Conduit is not required when Services are provisioned over copper or circuit bonding technology, 50 Mbps or less. Services delivered via copper/circuit bonding technology will terminate at the CenturyLink demarcation point on a Customer-provided wall-mounted 66 block and cross-connected to a copper loop bonding unit.

E. Customer must provide one 20 x 44 x ¾ inch plywood backboard in an equipment demarcation room with clearance of 36 inches in front of backboard. If the fiber demarcation point is within 25 feet of the equipment rack, a wall board will not be required. All hardware and terminations will be installed in the Customer-provided rack. If Customer is in a multi-tenant building and the shared building terminal at Customer's location does not have adequate space for CenturyLink fiber termination, Customer or building owner must provide a 24" x 24" x 9" cabinet with ¾" plywood. This cabinet must be associated next to the original building terminal to support association of shared demarcation facilities.

F. Customer must ensure the demarcation point is in an accessible and environmentally controlled location. All Service-enabling Equipment requires a clean, dust-free environment that is environmentally controlled to temperatures of 55-80 degrees Fahrenheit and humidity of 70% or less. If Customer is in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point is accessible to CenturyLink technicians. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation. Customer must ensure that this location remains dry and free of dampness, and the room temperature remains within the tolerance of sensitive electronic hardware.

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

G. Customer must ensure 4 consecutive rack units of space in a 19" data rack are available for Services. Customer must provide space in a 19" wide data rack for the required hardware. The rack must be either wall or floor mounted. CenturyLink will not install the hardware on a shelf or the floor.

H. Customer must provide a dedicated power outlet and common ground. CenturyLink termination electronics are powered by Customer-provided 120 VAC (20 Amp) circuit. CenturyLink requires the outlet to be a duplex, dedicated and grounded electrical outlet within 6 feet of the equipment location. Common ground must be 25 ohm or less. If Customer does not have an uninterrupted power supply (UPS) on the AC, Services will be lost in the event of an AC power failure. If UPS is required, Customer will provide. CenturyLink will provide for an additional charge upon request.

I. Customer must complete inside wiring before the arrival of the CenturyLink installation technicians. Customer must extend the wiring from the demarcation point to the location where the Services will be used. CenturyLink only will extend the demarcation point on a Time and Material basis for an additional charge. Customer must contact its CenturyLink Account Executive to schedule the work. CenturyLink uses the following guidelines when extending the demarcation point: (1) If services are delivered via copper (50 Mbps or less), the demarcation may be extended a maximum of 300 feet 24 gauge copper, or (2) If services are delivered via fiber, CenturyLink technicians will terminate fiber into a Customer-provided rack a maximum of 25 feet from demarcation.

J. Customer must confirm Service hand-off requirements. CenturyLink will provide a standard RJ-45 copper Ethernet connection for 10/100 service and a single mode fiber connection on a 1 Gigabit circuit as the demarcation point for the Services. If a different customer hand-off is required, such as a multimode fiber connection, Customer must state the requirement on the site survey per site network page.

K. Customer must confirm that its Local Area Network ("LAN") has an appropriate Service port available to provide the desired network functionality and is within the distance required by Service specifications. Customer will program the Service port for appropriate speed and full duplex setting. (auto-negotiate is not available). Customer will provide CAT5 cable(s) to connect its LAN to the Service-enabling equipment. Customer will provide an appropriate Service-enabling patch cable for connecting CenturyLink demarcation and Customer-provided Equipment.

L. Services are a Layer 2 network service only. All customer premises LAN Layer 3 (e.g. IP) addressing is Customer's responsibility. CenturyLink will provide pricing for additional equipment and labor to enable Layer 3 functionality, if required. In most cases this will be a router which will provide the Layer 3 routing of subnets and VLAN on Customer's network. If Customer only requires Layer 2 bridging (a flat network) across the Services, a standard Service switch port is all that is required.

M. The CenturyLink installer will not connect Services to Customer's LAN. CenturyLink installers will install the hardware and identify a port for connection. CenturyLink highly recommends the use of a qualified networking vendor to assist with LAN configuration. A CenturyLink Account Executive can provide pricing for CenturyLink network configuration for Services.

N. **Access to Premises.** Customer will provide CenturyLink maintenance personnel or contractors with access to CenturyLink's equipment placed at Customer's premises for regular maintenance and service. If Customer resides in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point (the location where the Local Phone Company wires enters Customer's building), is accessible to the CenturyLink technician. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation.

O. **Location of Utilities.** If construction is required, CenturyLink will not begin construction until Customer locates all private utilities on its premises.

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

P. Customer is responsible for payment of a Trouble Location Charge for visits by CenturyLink to Customer's premises where the service difficulty or trouble report results from the use of equipment or facilities provided by Customer.

Q. Customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by CenturyLink without the prior written consent of CenturyLink.

R. For maintenance purposes, upon CenturyLink's request, Customer will be responsible for notifying CenturyLink of the type of terminating equipment used.

4. Components and Rate Elements for Services.

4.1. Monthly Recurring Charge ("MRC"). CenturyLink will charge Customer a MRC for the Services. The components of the MRC are the following:

A. Transport. Availability of speeds may vary by metropolitan area.

B. CenturyLink-owned Edge Equipment. The CenturyLink-owned Edge Equipment is used to deliver Services and serve as CenturyLink's management device between the central office and the last mile connection at the customer premise. CenturyLink-owned Edge Equipment allows for the convergence of multiple service options over one common facility for network aggregation. The CenturyLink-provided Ethernet Equipment is the responsibility of CenturyLink including provisioning, maintenance and repair or replacement. The CenturyLink-provided Ethernet Edge Equipment is considered CenturyLink's demarcation point.

C. Monitoring. 24x7 network proactive monitoring and troubleshooting from CenturyLink's central office to the CenturyLink-owned Ethernet switch on the customer premise.

D. Aggregation Port. CenturyLink will assign a specific port on the CenturyLink-owned Ethernet switch to accept multiple VLANs from Customer. The assigned port will be the aggregation point from Customer that connects to CenturyLink's Ethernet network. The aggregation port will assign a VLAN tag at ingress and forward the traffic across CenturyLink's Ethernet network, removing the tag at egress. It is Customer's responsibility to provide the appropriate VLAN tag on any frames being transmitted. Any untagged frame received at the ingress of the aggregation port will be dropped.

E. COS. CenturyLink will charge an additional MRC for Customer's selection of an optional COS.

4.2. Nonrecurring Charges ("NRCs"). CenturyLink will charge Customer NRCs for the initial installation of a Local Channel Connection to a given serving central office and for any rearrangement of an existing Local Channel Connection.

4.3 Move Charge. CenturyLink will charge Customer a Move Charge for a Local Channel Connection moved to a new location, even when moved on the same premises. The Move Charge applies in addition to a Service Order Charge.

4.4. Service Order Charge. A Service Order Charge is applicable per each Customer request.

4.5. Special Construction Charges. Special Construction Charges may be applicable under special conditions. CenturyLink may charge Customer when technical limitations and/or the lack of facilities exist, or if it is necessary to construct facilities to satisfy service requests.

5. Service Level Agreement ("SLA").

5.1 SLA. To demonstrate CenturyLink's commitment to our business customers and the reliability and quality of our data services, CenturyLink has established the following SLA within CenturyLink-established Metro Areas. The definition of a Metro Area is defined by CenturyLink, in its sole discretion, based on current Ethernet availability. CenturyLink may adjust its Metro Areas at any time, even within an Order Term, without prior notice to Customer. As a result, the

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

SLA described in this section may not be available at all times for any or all of Customer's Service locations

5.2 **Commitment.** Within Metro Areas, the following SLA will apply to all Service Types described in Section 1 above: CenturyLink's commitment is 99.9% Network Availability.

A. **Network Availability.** Network Availability is the ability to transmit data over the CenturyLink switched Ethernet Network. Network Availability does not mean Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach Customer, as there are many factors, outside of CenturyLink's control, that can affect an end-to-end connection. Network Availability is calculated by dividing the average number of minutes that the Services are available for Customer use by the total number of minutes in each calendar month and multiplying by 100.

B. **Network Availability Service Interruption.** A Service Interruption is defined as a complete loss of Network Availability affecting Customer's ability to transmit data over the CenturyLink switched Ethernet network. Service Interruption Time is defined as the total time in a calendar month that Customer's Ethernet circuit is unable to transmit or receive data due to core transport failure. Service Interruption Time does not include interruptions of less than 20 consecutive minutes in duration, time attributed to Customer's delay in responding to CenturyLink's requests for assistance to repair a Service Interruption, or the exclusions listed below.

C. CenturyLink Data Services, Advanced Network Services ("ANS") personnel proactively monitor the CenturyLink switched Ethernet network to ensure that the network is performing at optimal levels 24 hours per day, 365 days per year. CenturyLink monitors the core network from central office to central office and monitors the Ethernet links between the CenturyLink central office and E-NID on the Customer's premise. The E-NID collects critical data keeping ANS personnel apprised of the overall integrity of last mile connection. Any failure to communicate with the E-NID at the Customer's premise will initiate the trouble isolation and repair process and ANS will begin trouble shooting the problem.

(1) In the event of a Service Interruption at the Customer's premise, ANS personnel will contact Customer within 30 minutes providing them a trouble ticket number and a status. ANS will provide customer notification and status updates every two (2) hours until the problem is resolved. In the event the Service Interruption is the result of a hardware failure from the E-NID, CenturyLink will dispatch a repair technician to the affected Customer site to repair or replace the E-NID. Customer must provide CenturyLink with its current, accurate contact information, including Customer's designated representative and its hours of business operation, at all times. Customer's designated representative can contact the ANS operation center at anytime by calling 800-603-8044 or 407-741-0500.

(2) In the event of a Service Interruption affecting, at a minimum, a Metro Area within the CenturyLink switched Ethernet network beyond the Customer's premise, CenturyLink will send an automated message to Customer regarding the Service Interruption (if Customer previously has signed up to receive such automated messages). CenturyLink will send updates to Customer regarding such Service Interruption as more information is obtained.

(D) Service Interruption Time is measured from opening a CenturyLink trouble ticket for the affected circuit until restoring service for the affected circuit, less No Access and Hold Time. A trouble ticket is deemed open when the appropriate CenturyLink personnel receive notification of a trouble. A ticket is deemed restored when the repair agency restores the service and confirms with Customer. No Access Time is when CenturyLink has no access to the site and/or personnel at the site. Hold Time is the amount of time between the time Customer is notified of the repair and the time when the ticket is closed.

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

5.3 Service Credit.

A. If Customer believes CenturyLink has missed a commitment in Section 5.2, Customer must notify its CenturyLink Account Manager in writing within 15 business days after completion of the measurement period to request a Service Credit. Calculation of the Service Credit will begin upon notification.

B. Upon CenturyLink's verification of the underperformance, CenturyLink will issue a Service Credit to Customer for the affected site.

C. The methodology used to measure CenturyLink's performance against the applicable SLA is determined by CenturyLink in its sole and reasonable discretion and is subject to change without notice. CenturyLink will in good faith make all final determinations with respect to the existence or occurrence of a Service Interruption and the applicability of any Service Credit.

D. **Service Credit.** CenturyLink will provide a Service Credit equal to 1/30 of the MRC for the affected site for a Service Interruption of 20 consecutive minutes to one hour in duration plus an additional 1/30 of the MRC for each additional one hour of continuous unavailability.

5.4 Maximum Service Credits.

A. Service Credits issued in any calendar month under this SLA will not exceed Customer's total MRCs for the affected circuit.

B. In any calendar month, Customer may receive no more than three Service Credits with respect to any particular Customer site.

5.5 Exclusions. This SLA does not include Service Interruptions caused by:

A. Failure of any components beyond the core network maintained by CenturyLink such as the failure of any Customer-owned and/or maintained equipment or internal wiring on Customer's premise, beyond the local telephone company's demarcation device or smart-jack;

B. Inaccurate, incomplete or changes to previously accepted orders;

C. Troubles resolved as "No Trouble Found";

D. Failure of any components that CenturyLink cannot correct because Customer is inaccessible;

E. Customer's negligence or willful misconduct or the negligence or willful misconduct of others authorized by Customer to use the data services, including without limitation, work repair or maintenance performed on Equipment located on Customer's premises by persons other than CenturyLink technicians;

F. Excused Service Interruptions due to planned and or scheduled maintenance;

G. Lost measurements due to CenturyLink's measurement system failure; or

H. Fiber optic cable cuts that are not the fault of CenturyLink.

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

These Standard Terms and Conditions are not applicable to services governed by Tariffs on file with the FCC or state regulatory authorities. Tariffs are located at http://www.centurylink.com/tariffs.

STANDARD TERMS AND CONDITIONS
FOR COMMUNICATIONS SERVICES
("STANDARD TERMS AND CONDITIONS")

1. GENERAL.

1.1 Applicability. These Standard Terms and Conditions contain general provisions that apply to all retail business Products and Services that a CenturyLink-affiliated entity provides. "Agreement" means the terms and conditions under which Customer purchases Products and Services, including all attachments, these Standard Terms and Conditions, documents incorporated by reference, and all related Order(s). Other capitalized terms are defined in this document or in the applicable Schedules or Product and Service-specific Annexes.

1.2 Additional Terms and Conditions. Customer's purchase and use of Products and Services is also governed by product and service-specific terms and conditions found in the applicable Schedules and Product and Service-specific Annexes, posted to http://about.centurylink.com/legal/rates_conditions.html (the "Rates and Conditions Website").

1.3 Local Governments and Government Programs.

A. Local Government Customers. Unless specified otherwise, purchases of Products or Services by local governmental entities also are subject to the Local Government Customer Annex posted to the Rates and Conditions Website.

B. Universal Service Administrative Company Programs. Customers seeking funds through Universal Service Administrative Company programs such as the Schools and Libraries Program of the Universal Service Fund ("E-Rate Program"), the Rural Health Care Program of the Universal Service Fund ("RHC Program"), or state or local corollaries to the E-Rate Program or the RHC Program are subject to applicable program annexes posted to the Rates and Conditions Website.

C. American Recovery and Reinvestment Act (ARRA). Customer will not pay for Products or Services with funds obtained through the ARRA or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

1.4 Conflicts Provision. If a conflict exists among provisions within the Agreement, specific terms will control over general provisions, and negotiated or added terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing.

2. TERM.

2.1 Agreement Term. The period set in the Agreement during which CenturyLink provides Products and Services to Customer is defined as the "Agreement Term." These Standard Terms and Conditions, relevant Schedules, and Product and Service-specific Annexes apply from the Effective Date until the Agreement Term expires or terminates. CenturyLink will not accept Orders for Products and Services after expiration of the Agreement Term, but these Standard Terms and Conditions, relevant Schedules, or Product and Service-specific Annexes will continue to apply to Orders properly placed during the Agreement Term. If Customer continues to use maintenance, managed, or professional Services following the termination or expiration of the Agreement Term or an Order issued during the Agreement Term for such Services, CenturyLink may, at its sole discretion, provide those Services on a time and material basis at CenturyLink's then-current rates without applying any discounts or credits under the Agreement, but these Standard Terms and Conditions and the Time and Materials Product Annex (posted to the Rates and Conditions Website) will govern CenturyLink's provision of such Services.

2.2 Order Term. Customer purchases each Service for a specific term for the particular Service ordered (each, an "Order Term"). Each Order Term is listed in the Agreement and begins on the first day of the first billing month after CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service at its then-current list pricing and then-current

Standard Terms and Conditions, relevant Schedules, and Product and Service-specific Annexes, unless the parties otherwise agree in writing.

3. CHARGES.

3.1 CenturyLink Charges. Customer will pay CenturyLink the rates and charges for Products and Services set forth in the Agreement and any Order under the Agreement, including all charges associated with establishing Customer's Products and Services or related to CenturyLink's installation or provisioning costs. Charges associated with establishing or provisioning Services may include nonrecurring charges described in applicable Schedules and Product and Service-specific Annexes. Examples of these nonrecurring charges are customer-initiated change requests, expedite charges, service charges, any construction-related charges, and liabilities imposed on CenturyLink by third parties, such as other local exchange carriers, as a result of ordering or providing facilities to operate Services.

3.2 Fixed Rates and Percentage Discounts. Except as expressly stated otherwise in the Agreement, rates and charges for a Product or Service that are stated as a flat or fixed recurring or non-recurring charge will not change during the applicable Order Term (for a Service) or Agreement Term (for a Product) if CenturyLink increases or decreases the list rate in a Schedule or price list. Rates and charges for a Product or Service not fixed in the Agreement will be based on current Schedules or price lists and may change during the Agreement Term. If pricing in the Agreement for a Service is stated as a percentage discount off of a Schedule rate or list price, that percentage discount is fixed for the applicable Order Term, but CenturyLink may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice. **Changes to Schedules are posted to the Rates and Conditions Website.**

3.3 Rate Adjustments. CenturyLink may impose additional fees, charges or surcharges on Customer to recover amounts that CenturyLink is required or permitted by governmental or quasi-governmental authorities to collect, or pay to others in support of, or to comply with, statutory or regulatory programs, plus a commercially reasonable amount to recover the administrative costs associated with such charges or programs. The amount of these fees, charges, or surcharges may vary. These charges may include state and federal Carrier Universal Service Charges, compensation to payphone providers, International Mobile Termination Charges, E911, Telephone Relay Service, or charges assessed to CenturyLink for terminating or originating a call to wireless providers.

3.4 Taxes.

A. Taxes Not Included. CenturyLink's rates and charges for Products and Services do not include taxes. Customer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state, or national taxes or charges imposed on or based upon the provision, sale or use of Products and Services.

B. Withholding Taxes. Notwithstanding any other provision of the Agreement, if Customer is required by law to make a deduction or withholding from any amount due to CenturyLink, Customer must notify CenturyLink in writing. CenturyLink will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to CenturyLink will not be less than the amount CenturyLink would have received without the required deduction or withholding.

C. Exclusions. Customer will not be responsible for payment of:

(1) CenturyLink's direct income taxes and employment taxes; and
(2) any other tax to the extent that Customer demonstrates a legitimate exemption under applicable law.

4. BILLING AND PAYMENT.

4.1 Invoicing.

A. Commencement of Invoicing. CenturyLink may begin invoicing Customer in full for rates and charges on the later of:

(1) the date the Products or Services are installed and made available; or
(2) the first day of the first bill cycle after the Effective Date.

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

B. **Delays.** If CenturyLink cannot install or make available the Products or Services by the delivery date specified in the Order due to a Customer-caused delay, CenturyLink may bill Customer as of the delivery date specified in the Order, or if no date is specified, any time 30 days after the Effective Date.

C. **Recurring Services.** For recurring Services and nonrecurring charges, CenturyLink bills fixed service charges in advance, and usage-based charges in arrears.

D. **Additional Invoice Information.** Customer may make a written request to CenturyLink for additional invoice-related information, including duplicate invoices, to the extent such information is reasonably available in CenturyLink's sole discretion. CenturyLink may charge Customer for such information. Customer may only request information from CenturyLink for the 12-month period preceding the date of Customer's written request.

4.2 **Payment and Late Charges.** Unless otherwise defined in the Agreement, Customer must pay all undisputed amounts by the due date listed on Customer's invoice, which may be up to 30 days from the date of the invoice. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. Other than items subject to a bona fide dispute, CenturyLink may charge a late fee (up to the maximum rate allowed by law) or take other action to compel payment of past due amounts after written notice to Customer, including suspension or termination of Services, unless prohibited by applicable law or regulation. Service that is suspended or terminated for nonpayment may be subject to a reconnection charge. Customer may not offset disputed amounts from one invoice against payments due on the same or another account. CenturyLink's acceptance of late or partial payments (even those marked, "Paid in Full") and late payment charges is not a waiver of its right to collect the full amount due. Customer's payment obligations include late charges and third party collection costs CenturyLink incurs, including reasonable attorneys' fees, if Customer fails to cure its breach of these payment terms.

4.3 **Disputed Invoice Charges.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges within the payment period described in Section 4.2, and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge. Customer must cooperate with CenturyLink to promptly resolve any disputed charge. If CenturyLink determines, in good faith, that the disputed charge is valid, CenturyLink will notify Customer and, within five business days of receiving notice, Customer must pay the charge.

5. **CREDIT APPROVAL.** CenturyLink's provision of Products and Services is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally during the Agreement Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Products and Services. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of the Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.

6. **ORDERS.**

6.1 **Application**. The terms and conditions in any Orders will have no force or effect other than to denote quantity and description of Products or Services, delivery destinations, delivery dates, Customer billing addresses, installation addresses, the Agreement under which the Order is issued, and any other information required by CenturyLink. Orders are binding only upon acceptance in writing by CenturyLink. CenturyLink will notify Customer of rejected Orders. Customer may cancel an Order at any time before CenturyLink initiates delivery of Products and Services listed in the Order or otherwise begins performance, but Customer must pay CenturyLink's costs resulting from Customer's cancellation, including costs specifically described in the applicable Schedule or Product and Service-specific Annexes.

6.2 **Cancellation**. CenturyLink will notify Customer of rejected Orders. Customer may cancel an Order at any time before CenturyLink delivers the Products and Services listed in the Order or begins its performance, but Customer must pay any actual costs CenturyLink incurs due to Customer's cancellation in addition to any amounts described in the applicable Product and Service-specific Annexes.

Docusign Envelope ID: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

7. **WARRANTIES.** THE SERVICES AND PRODUCTS PROVIDED BY CENTURYLINK UNDER THE AGREEMENT ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED THEREFROM. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE OR PRODUCT WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

8. **EQUIPMENT AND SOFTWARE; CENTURYLINK-PROVIDED NETWORK MANAGEMENT.**

8.1 **Equipment or Software Not Provided by CenturyLink.** Customer is responsible for any items not provided by CenturyLink, including installation, operation, and maintenance of such equipment or software and any equipment or software that impairs Product or Service quality or availability. Upon notice from CenturyLink of such impairment, Customer will promptly cure the problem. Customer will continue to pay CenturyLink for Products and Services during such impairment or related suspension. If the impairment interferes with the use of the CenturyLink-provided network by CenturyLink or third parties, CenturyLink, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to Customer, although CenturyLink will provide advance notice where practical. Customer will not rearrange, disconnect, remove, or attempt to repair any CenturyLink-provided items. At Customer's request, CenturyLink will troubleshoot the impairment at CenturyLink's then-current time and materials rates. CenturyLink is not liable if a commercially reasonable change in Products or Services causes equipment or software not provided by CenturyLink to become obsolete, require alteration, or perform at lower levels.

8.2 **Calls via Customer's Equipment or Software**. Customer is responsible for all charges, including any third-party charges, incurred for all types of calls, authorized or unauthorized, placed by or through Customer's equipment or software via any remote access feature, transferring capability, or call forwarding, even when such calls are placed fraudulently. Customer's responsibility for these charges applies in all instances, including if Customer purchased or leased such equipment or software by or through CenturyLink or purchased CenturyLink-provided maintenance for its equipment or software. To reduce Customer's exposure, Customer may install its own blocking techniques to stop such capabilities and calls. CenturyLink will neither install nor assist in the installation of such blocking techniques, and has no obligation to block these capabilities or liability if such calls are placed, including no liability for charges that Customer may incur.

8.3 **Software License.**

A. **Licensing Requirements.** Where software is provided with a Product or Service, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the Products and Services in accordance with the applicable licensing requirements. Software licensing terms and conditions, including end-user licensing agreements and terms and conditions from CenturyLink's vendors, may be provided to Customer through click or shrink-wrap agreements. CenturyLink may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.

B. **Prohibitions.** Customer is not granted any rights to use any software on behalf of third parties or related to time share or service bureau activities. No rights are granted to source code, and Customer will not reverse engineer, decompile, modify, enhance, copy, prepare derivative works, or reproduce any software.

8.4 **Title to Software or Equipment.** CenturyLink (or CenturyLink vendors, if applicable) retain title and property rights to CenturyLink-provided software and equipment (excluding Products sold to Customer under the Agreement), including copies, and any related patents, copyrights, trademarks, or IP addresses assigned to Customer. Upon termination or expiration of the Agreement or an applicable Order, Customer will surrender and immediately return the CenturyLink-provided equipment and software, including all copies, to CenturyLink or will provide CenturyLink access to reclaim such equipment and software.

8.5 **Network Management**. CenturyLink reserves the right to perform preventative maintenance and software upgrades to the CenturyLink-provided network at its sole discretion on a scheduled or as-needed basis. CenturyLink may charge Customer where additional technical limitations or

CenturyLink must construct network facilities to provide Services to Customer. If software or equipment not provided by CenturyLink is connected to CenturyLink-provided network facilities, CenturyLink's obligations relate only to the Services under the Agreement.

9. USE OF NAME, SERVICE MARKS, TRADEMARKS. Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent.

10. CUSTOMER RESPONSIBILITIES.

10.1 Installation. Customer will reasonably cooperate with CenturyLink or its agents to install the Products and Services. Customer is responsible for damage to CenturyLink-owned Products and Services located on Customer premises, excluding reasonable wear and tear or damage caused by CenturyLink. CenturyLink may refuse to install Products and Services or may discontinue and disconnect Products and Services without notice, if any condition on Customer's premises is unsafe or likely to cause injury to any person using Products and Services. Additional Customer responsibilities relating to a particular Product or Service may be defined in the applicable Schedules or Product and Service-specific Annexes.

10.2 Use of Products and Services.

A. Acceptable Use Policy ("AUP"). If Customer purchases Products or Services that connect to the Internet, Customer must conform to the CenturyLink acceptable use policy posted to: http://www.centurylink.com/Pages/AboutUs/Legal, as reasonably amended from time to time.

B. Abuse and Fraud. Customer will not use Products or Services: (1) for fraudulent, abusive, unlawful or destructive purposes, including unauthorized or attempted unauthorized access to, or alteration, abuse or destruction of, information; or (2) in any manner that causes interference with CenturyLink's or another's use of the CenturyLink-provided network. Customer will cooperate promptly with CenturyLink to prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.

C. Reseller. Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws.

D. Security. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.

11. CONFIDENTIALITY AND PRIVACY.

11.1 Nondisclosure Requirements. If the parties have not executed a mutual nondisclosure agreement, this provision will govern their exchange of information. Each party will not disclose any Confidential Information (defined below) received from the other party, or otherwise discovered by the receiving party, to any third party, except as expressly permitted in the Agreement. This obligation will continue until two years after the Agreement expires or terminates. Confidential Information includes, but is not limited to, pricing and terms of the Agreement, and information relating to the disclosing party's technology, business affairs, trade secrets, development and research information, and marketing or sales plans (collectively the "Confidential Information"). The receiving party may disclose Confidential Information to its subsidiaries, Affiliates, agents and consultants with a need to know, if they are not competitors of the disclosing party and are subject to a confidentiality agreement at least as protective of the disclosing party's rights as this provision.

The parties will use Confidential Information only for the purpose of performing under the Agreement or for the provision of other CenturyLink services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the receiving party; (C) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (D) is developed independently by the receiving party without reference to the Confidential Information, or (E) is required to be disclosed by law, regulation, or court or governmental order. The parties acknowledge that the receiving party's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of the Agreement, the disclosing party may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who breached or threatened to breach its nondisclosure obligation under the Agreement will not raise the defense of an adequate remedy at law. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services.

11.2 **HIPAA.** By providing Services, CenturyLink does not require or intend to access Customer data, including any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §164.501 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Services and not meant for the purpose of managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

11.3 **Privacy**. CenturyLink's privacy policy, as amended from time to time, is available at http://www.centurylink.com/Pages/AboutUs/Legal. The privacy policy includes information about CenturyLink's customer information practices and applies to the provisioning of Products and Services.

12. LIMITATIONS OF LIABILITY.

12.1 **Direct Damages.** Each party's maximum liability for damages caused by its failure(s) to perform its obligations under the Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the party's negligent or willful misconduct; and (B) proven direct damages for all other claims arising out of the Agreement, not to exceed in the aggregate, in any 12-month period, an amount equal to Customer's total net payments for the affected Products and Services purchased in the month preceding the month in which the injury occurred. Customer's payment obligations, Customer's liability for early termination charges, and the parties' indemnification obligations under the Agreement are excluded from this provision.

12.2 **Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

12.3 **Unauthorized Access and Hacking.** Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by CenturyLink's negligence or willful misconduct, CenturyLink is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across CenturyLink-provided network facilities or Customer premise equipment.

12.4 **Liability for Content.** CenturyLink is not responsible for the content of any information transmitted, accessed, or received by Customer through CenturyLink's provision of the Products and Services.

13. INDEMNIFICATION.

13.1 **Mutual Indemnification for Personal Injury, Death or Damage to Personal Property.** Each party will indemnify and defend the other party, its directors, officers, employees, agents and their

successors from and against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.

13.2 Customer Indemnification. Customer will indemnify and defend CenturyLink, CenturyLink's officers, directors, agents, and employees and their successors, against all third party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising out of:

A. Customer's failure to obtain required permits, licenses, or consents necessary to enable CenturyLink to provide the Products and Services (e.g., landlord permissions or local construction licenses). This provision does not include permits, licenses, or consents related to CenturyLink's general qualification to conduct business;

B. Customer's transmissions, or transmissions by parties authorized by Customer, of, information, data, or messages over the CenturyLink-provided network leading directly or indirectly to third party claims: (1) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (2) for infringement of patents arising from the use of equipment, hardware or software not provided by CenturyLink; and (3) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;

C. CenturyLink's failure to pay any tax to the extent that CenturyLink relied on Customer's claimed legitimate exemption under applicable law;

D. Customer's breach of software licensing requirements; and

E. Customer's failure to comply with the usage requirements in the Customer Responsibilities Section of these Standard Terms and Conditions.

13.3 CenturyLink Indemnification. CenturyLink will indemnify and defend Customer, Customer's officers, directors, agents, and employees and their successors against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. But CenturyLink's obligations under this Section will not apply if the infringement or violation is caused by Customer's modification to CenturyLink-provided software, equipment or Services; combination of CenturyLink-provided services or products with other services or products; functional or other specifications that were provided by or requested by Customer; or Customer's continued use of infringing Services after CenturyLink provides reasonable notice to Customer of the infringement. For any third party claim that CenturyLink receives, or to minimize the potential for a claim, CenturyLink may, at its sole option, either:

A. procure the right for Customer to continue using the Services;
B. replace or modify the Services with comparable Services; or
C. terminate the Services.

13.4 Rights of Indemnified Party. To be indemnified, the party seeking indemnification must promptly notify the other party in writing of the claim (unless the other party already has notice of the claim); give the indemnifying party full and complete authority, information and assistance for the claim's defense and settlement; and not, by any act, admission, or acknowledgement, materially prejudice the indemnifying party's ability to satisfactorily defend or settle the claim. The indemnifying party will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The indemnified party will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but the indemnifying party will retain sole control of the claim's settlement or defense.

13.5 Remedies. The foregoing provisions of this Section state the entire liability and obligations of the indemnifying party and any of its Affiliates or licensors, and the exclusive remedy of the indemnified party, with respect to the claims described in this Section.

14. TERMINATION.

14.1 CenturyLink Right to Terminate.

A. CenturyLink may immediately suspend or terminate Products or Services or the Agreement if:

(1) Customer fails to cure its default of the payment terms in the Agreement;
(2) If Customer has vacated the premises to which Services are furnished;
(3) Customer fails to cure any other material breach of the Agreement within 30 days after receiving CenturyLink's written notice;
(4) Customer provides false or deceptive information establishing, using or paying for Services or Customer engages in false, deceptive, fraudulent, or harassing activities when establishing, using or paying for Services;
(5) Customer fails to comply with applicable law or regulation and Customer's noncompliance prevents CenturyLink's performance under the Agreement; or
(6) Customer resells Products or Services as prohibited by these Standard Terms and Conditions.

B. If CenturyLink terminates the Agreement under this Section, Customer will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date, as well as any applicable early termination liabilities.

14.2 Customer Right to Terminate.

A. **Material Failure.** If CenturyLink materially fails to provide a Product or Service and CenturyLink fails to cure after Customer provides CenturyLink with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice, Customer may terminate the affected Products or Services without early termination liability 30 days after CenturyLink's receipt of Customer's written notice to terminate. CenturyLink's material failure does not include a failure caused by circumstances outside CenturyLink's sole control, a failure caused by a third party access provider, a Force Majeure Event, or Customer or Customer-provided software or equipment.

B. **Termination for Convenience.** Customer may terminate a Service during the applicable Order Term, or the Agreement during the Agreement Term, by providing 60 days' written notice to CenturyLink. In the case of such termination for convenience, Customer will be liable for early termination fees set forth in the Agreement.

14.3 Early Termination Liability.

A. **Calculation of Early Termination Liability.** If Customer terminates a Product or Service in whole or in part, before expiration of the applicable Order Term (unless due to CenturyLink's material failure), or CenturyLink terminates a Product or Service or applicable Order as permitted under the Agreement, Customer will pay the following early termination charges, which represent CenturyLink's reasonable liquidated damages and not a penalty:

(1) **General Liability.** A lump sum equal to (a) 50% of the applicable monthly charges, multiplied by the number of months remaining in the applicable Order Term, plus (b) a pro rata amount of any waived installation charges, any credits issued (excluding any service level credits issued for any Service outages), and initialization fees waived based upon the number of months remaining in the applicable Order Term at the time of termination; and

(2) **Third Party Liability.** Any liabilities imposed on CenturyLink by third parties, such as other local exchange carriers and all nonrecoverable costs incurred by CenturyLink as a result of ordering facilities required to operate the Product or Service, as a result of Customer's early termination.

B. **Waiver of Early Termination Liability.** With CenturyLink's written approval, Customer will not be liable for the early termination liability described in this Section for a Service if Customer purchases from the same CenturyLink entity providing the terminating Service another service at the same time with the same or greater monthly recurring charge for an Order Term at least equal to the greater of: the remaining months in the original Order Term or one year.

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14.4 **Disconnect Notice.** CenturyLink will have up to 30 days to complete disconnection of a Service. To complete disconnection, Customer must provide information required by CenturyLink. Customer's failure to provide such information may delay or prevent the disconnection. Customer will be responsible for all charges through the later of the 30th day after CenturyLink received the disconnect notice, or the date Customer stops using the Services.

15. **FORCE MAJEURE.** Neither party will be responsible for any delay, interruption or other failure to perform under the Agreement due to acts, events, and causes beyond the control of the responsible party (a "Force Majeure Event"). Force Majeure Events include: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts by third parties, a local exchange carrier's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees and any other cause beyond the reasonable control of a party.

16. **DEFINITIONS.**

16.1 "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other such similar voting rights.

16.2 "Effective Date" is the date the last party signs the Agreement.

16.3 "Local Terms of Service" means the CenturyLink state-specific Guidebooks, Price Lists, Local Terms of Service or other deregulated terms and conditions under which CenturyLink provides detariffed incumbent local exchange carrier Services in certain states.

16.4 "Order" means a written, electronic or verbal order, or purchase order governed by the terms and conditions of the Agreement, submitted or confirmed by Customer and accepted by CenturyLink, which identifies specific Products and Services; quantity ordered; CenturyLink's Agreement number, title, and execution date; billing address; ship to address; and service/installation address, as applicable. Verbal Orders are deemed confirmed upon Customer's written acknowledgement, or Customer's use, of Products or Services.

16.5 "Product(s)" includes equipment, devices, hardware, software, cabling or other materials sold or leased to Customer by or through CenturyLink as a separate item from, or bundled with, a Service.

16.6 "Product and Service-specific Annexes" refers to separate descriptions, terms and conditions for certain non-tariffed Products and Services, including those offered under applicable CenturyLink local terms of service in states that have withdrawn Tariffs for such Products and Services. Product and Service-specific Annexes are incorporated into the Agreement.

16.7 "Schedules" and "Rates and Services Schedules" ("RSS") can be used interchangeably and are the terms and conditions governing CenturyLink's provision of certain interexchange Services that were detariffed by order of the Federal Communication Commission ("FCC"). CenturyLink Schedules are subject to change during the Agreement Term under the rules and authority of the FCC. Schedules are posted to the Rates and Conditions Website.

16.8 "Service(s)" means wireline and wireless business communications services that are not governed by Tariffs, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided to Customer by or through CenturyLink under the Agreement, excluding Products.

16.9 "Tariffs" means the CenturyLink incumbent local exchange carrier, competitive local exchange carrier, or intrastate interexchange carrier tariffs on record with the FCC or state regulatory authorities having jurisdiction over those Services. Tariffs are subject to change during the Agreement Term under the rules and authority of the relevant regulatory bodies.

17. **MISCELLANEOUS.**

17.1 **Independent Contractor.** CenturyLink provides the Products and Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

17.2 **No Waiver of Rights.** The failure to exercise any right under the Agreement does not constitute a waiver of the party's right to exercise that right or any other right in the future.

17.3 **No Third Party Beneficiaries.** The Agreement's benefits do not extend to any third party.

17.4 **Governing Law; Dispute Resolution.**

A. **Negotiation.** The parties will use good faith efforts to resolve any dispute promptly by negotiation at a higher level of management than the persons with direct responsibility for administration of the Agreement. All negotiations and any documents exchanged related to the negotiations under this Section are confidential, and will be treated as compromise and settlement negotiations under applicable rules of evidence.

B. **Governing Law; Forum.** Delaware state law, without regard to choice-of-law principles, governs all matters relating to the Agreement. Any legal proceeding relating to the Agreement, will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to the Agreement not initiating the action, as indicated in the Notices section. But CenturyLink may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed.

C. **Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to the Agreement on a class or consolidated basis or in a representative capacity.

D. **Arbitration if Jury-Trial Waiver Unenforceable.** If for any reason the jury waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to the Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq.. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules, but need not be administered by JAMS unless the parties cannot otherwise agree upon the selection of an arbitrator within thirty (30) days of the receipt of a written demand for arbitration. If the parties cannot reach agreement on the selection of an arbitrator, either party may commence the arbitration process by filing a written demand for arbitration with JAMS, with a copy to the other party. The written demand for arbitration called for by this paragraph shall contain sufficient detail regarding the party's claims to permit the other party to understand the claims and identify witnesses and relevant documents. The arbitrator will not be empowered to award, nor will any party be entitled to receive, any damages or awards that are barred by the "Limitation of Liability" Section of the Agreement. The arbitrator's decision must follow the plain meaning of this Agreement and will be final, binding, and enforceable in a court of competent jurisdiction.

17.5 **Compliance with Laws**. Each party agrees that it will comply with all applicable laws in performing its obligations under the Agreement.

17.6 **Assignment.** Customer may not assign any rights or obligations under the Agreement or an Order without CenturyLink's prior written consent, except that Customer may assign the Agreement, after 30 days prior written notice, to an Affiliate or an entity that has purchased all or substantially all of Customer's assets. Following written notice to Customer, CenturyLink may assign the Agreement or an Order, in whole or in part, without Customer's prior written consent.

17.7 **Amendments and Alterations**. The Agreement may only be amended in a writing signed by both parties' authorized representatives. Alterations to the Agreement are not valid unless accepted in writing by authorized representatives of both parties.

17.8 **Notices.**

(a) **Notices.** All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.

(b) **Service Notices.** All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: BusinessDisconnects@centurylink.com. Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required by a Service Annex. Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. All Customer notices for other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.

(c) **Legal Notice.** All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14th St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.

17.9 **Severability.** If any provision of the Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.

17.10 **URLs and Successor URLs.** References to Uniform Resource Locators (URLs) in the Agreement include any successor URLs designated by CenturyLink.

17.11 **Survivability.** The terms and conditions of the Agreement regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.

17.12 **Entire Agreement.** This Agreement, including all referenced documents, annexes, Schedules, or exhibits, the related Orders and the parties' mutual nondisclosure agreement constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.

17.13 **Changes to Tariff, Local Terms of Service, or AUP.** CenturyLink may amend, change, or withdraw the Tariff, Local Terms of Service, or AUP, with such updated Tariff, Local Terms of Service, or AUP effective upon posting or upon fulfillment of any necessary regulatory requirements. If a modification to a Tariff, Local Terms of Service, or AUP (A) materially and adversely affects Customer's legitimate use of a Service; and (B) is not required by government or judicial action, then Customer may terminate the affected Service upon 30 days' written notice without liability for early termination charges for the affected Service, provided, however, that Customer provides written notice of its intent to terminate the Service under this Section within 30 days after the modification occurs and provides CenturyLink the opportunity to cure the modification within the 30 days after Customer's notice.

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For use with Standard Terms and Conditions for Communications Services ("Standard Terms and Conditions"). This Annex is not applicable to Services governed by Tariffs on file with the FCC or state regulatory authorities.

CENTURYLINK LOCAL GOVERNMENT CUSTOMER ANNEX

This CenturyLink Local Government Customer Annex ("Annex"), together with the applicable cover agreement, modifies the Standard Terms and Conditions. This Annex takes precedence over all other conflicting terms and conditions of the Agreement. When attached to the applicable cover agreement, this Annex supersedes the version posted at http://about.centurylink.com/legal/rates_conditions.html.

1. **Eligibility and Applicability.** This Annex is available to all local governmental entities and agencies in connection with the purchase of Products and Services sold under the Standard Terms and Conditions. CenturyLink defines "local governmental entities and agencies" as local entities and agencies, specifically excluding all state and federal entities and agencies, that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges.

2. **Indemnity.** Except as provided in Section 7 below, Customer will honor all indemnity provisions under the Agreement only to the maximum extent permitted by applicable law. No section of the Agreement is intended to create a waiver of Customer's rights or privileges as a sovereign entity.

3. **Nonappropriation.**

   3.1. **Definition.** A "nonappropriation" occurs when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement.

   3.2. **Effect.** If a nonappropriation occurs during the Term, Customer may terminate the Agreement at the end of the then-current fiscal period ("Termination Date") without incurring any termination liability. Customer will not be obligated for payments for any fiscal period after the Termination Date.

   3.3. **Notice.** Customer will give CenturyLink written notice of any termination under this section at least 30 days before the Termination Date. At CenturyLink's request, Customer will promptly provide supplemental documentation about the nonappropriation.

   3.4. **Limitations.**

      A. Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied.

      B. If Customer terminates the Agreement under this provision, Customer will not obtain the Services described in the Agreement from CenturyLink or from any other provider for a period of 180 days after the Termination Date. This obligation will survive termination of the Agreement for nonappropriation.

4. **Damages.** The Agreement does not create an obligation by Customer to pay any damages in excess of those amounts legally available to satisfy Customer's obligations under the Agreement.

5. **Ownership and Confidentiality.** The Agreement is a copyrighted work authored by CenturyLink and may contain CenturyLink trademarks, trade secrets, and other proprietary information. CenturyLink acknowledges that the Agreement may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively, "FOI"). Customer will provide CenturyLink with prompt notice of any intended FOI disclosures or post-execution FOI requests, citations to or copies of applicable FOI for review, and an appropriate opportunity to seek protection of CenturyLink confidential and proprietary information consistent with all applicable laws and regulations.

6. **Governing Law**. The Agreement and the rights and obligations of the parties are governed by the laws of the U.S. State where CenturyLink provides the Products and Services, without regard to that State's conflict of laws principles.

7. **911 Emergency Services.**

   7.1. **Indemnification.** Section 13.1 (Mutual Indemnification for Personal Injury, Death or Damage to Personal Property) of the Standard Terms and Conditions will not apply to the sale of Products used for 911 emergency services and 911 emergency Services.

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7.2. **Disclaimer.** CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE.

8. **Transport Services.** The parties acknowledge that the Federal Communications Commission's reliability rules mandates the identification and tagging of any circuits or equivalent data paths ("Transport Services") to public safety answering points that are used to transport 9-1-1 calls and information ("9-1-1 Data"). Customer agrees to cooperate with CenturyLink regarding compliance with these rules and will notify CenturyLink of all Transport Services Customer purchases under this Agreement that are utilized to transport 9-1-1 calls and 9-1-1 Data.

Certificate Of Completion

Envelope Id: 2FFF6762-9795-4775-8F1C-F60DFFD977C9
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Signatures: 4
Certificate Pages: 2
Initials: 0
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Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

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Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: William E. Sexton, Esq. B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 1/29/2025 10:08:45 AM Viewed: 2/4/2025 2:26:58 PM Signed: 2/5/2025 4:57:54 PM
Kristen Dreyer kdreyer@ocalafl.gov Council President City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: kristen Dreyer 382728BFAF374FC... Signature Adoption: Pre-selected Style Using IP Address: 174.212.15.44 Signed using mobile	Sent: 2/5/2025 4:57:56 PM Viewed: 2/5/2025 9:53:31 PM Signed: 2/5/2025 9:55:19 PM

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	1/29/2025 10:08:47 AM
Certified Delivered	Security Checked	2/5/2025 9:53:31 PM
Signing Complete	Security Checked	2/5/2025 9:55:19 PM
Completed	Security Checked	2/5/2025 9:55:19 PM

Payment Events	Status	Timestamps

Signed Contract for BAN 432785605

Final Audit Report 2025-02-14

Created:	2025-02-14
By:	Christopher Kazaka (chris.kazaka@lumen.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3gGfzFKMD3G9Qz4q95WubmCIV7zXJfT4

"Signed Contract for BAN 432785605" History

Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2025-02-10 - 4:45:04 PM GMT- IP address: 155.70.104.119

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Signer pomdirectorsignature@lumen.com entered name at signing as Steve Arneson
2025-02-14 - 4:35:55 PM GMT- IP address: 147.219.100.88

Document e-signed by Steve Arneson (pomdirectorsignature@lumen.com)
Signature Date: 2025-02-14 - 4:35:57 PM GMT - Time Source: server- IP address: 147.219.100.88

Agreement completed.
2025-02-14 - 4:35:57 PM GMT

OFN CENTURYLINK ACCOUNTS	MONTHLY	YEARLY
ACCT # 432785605 ETHERNET	$ 9,040.00	$ 108,480.00
ACCT # 91097506 ALABAMA	$ 1,002.00	$ 12,024.00
ACCT #88393864 MSCO	$ 1,123.00	$ 13,476.00
ACCT #466293203 MCBCC ETHERNET	$ 3,360.00	$ 40,320.00
ACCT #311860828 LOCAL PHONE BILL	$ 6,515.00	$ 78,180.00
ACCT #472924299 TAX COLLECTOR	$ 720.00	$ 8,640.00
ACCT #473863173 FT. MCCOY MCSB	$ 2,500.00	$ 30,000.00
ACCT #494533634 ADVENT BELLEVIEW	$ 598.00	$ 7,176.00
TOTAL	**$ 24,858.00**	**$ 298,296.00**

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Ocala

Item Details

File Number: 2025-0408

ID #:	2025-0408	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	17	**In Control:**	City Council
				File Created:	12/10/2024
Presented By: :				**Final Action:**	01/21/2025

rmal Title: Approve expenditures under contract with CenturyLink/Lumen Technologies for internet bandwidth/metropolitan area network circuits for the City and its customers in the amount of $293,063

Internal Notes:

Target Meeting: 01/21/2025

Sponsors:

Enactment Date:

Attachments: Copy of CENTURYLINK CHANGE ORDER SPRDSHT 2025, December 2024 - Emergency Exception for Change Order Approval, October 2023 - Emergency Exception for Change Order Approval, Products and Services 466293203-combined.pdf, Products and Services 432785605-combined.pdf, 266434-12-01.pdf, 270480-12-01.pdf

Enactment Number:

:ommendation:

Hearing Date:

Entered by: lramos@ocalafl.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/21/2025	Approved				Pass

Action Text:

Notes: There being no discussion the motion carried by roll call vote.

Aye: 4 Pro Tem Bethea Sr, Council Member Hilty Sr, Council Member Musleh, and Council President Dreyer

Absent: 1 Council Member Mansfield

Text of Legislative File 2025-0408

Submitted By: Lourdes Ramos

Presentation By: Mel Poole

..end
Department: Ocala Fiber Network

STAFF RECOMMENDATION (Motion Ready):

Approve expenditures under contract with CenturyLink/Lumen Technologies for internet bandwidth/metropolitan area network circuits for the City and its customers in the amount of $293,063

..end

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Ocala Fiber Network (OFN) purchases Lumen Metropolitan Area Network (Metro Ethernet) circuits to resell to several key account customers, including government agencies, community anchor institutions, and emergency/first responder agencies. These circuits provide interconnectivity to customers in areas where OFN cannot extend its infrastructure.
Historically, individual connections have been billed in separate segments as determined by Centurylink Sales Solutions, Inc. ("CenturyLink") based on connection type and location. Since Fiscal Year 2019, expenditure tracking has been captured under the following five Munis contracts:

CONTRACT NO.	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	TOTAL EXPENDITURE BY CONTRACT
TEL/13-002	84,102.20	81,872.57	78,492.00	69,687.71	111,773.18	118,052.94	$543,980.60
TEL-16-253	53,533.22	54,653.88	54,653.88	48,499.52	13,339.08	12,076.13	$236,755.71
TEL/17-208	160,216.97	193,356.20	167,527.87	113,019.36	114,961.07	109,668.76	$858,750.23
TEL/17-310	19,282.91	26,290.41	38,117.54	8,640	8,640	8,640	$109,610.86
TEL/17-314	29,274.36	30,000	30,000	30,000	27,500	30,000	$176,774.36
TOTAL BY FY	$346,409.66	$386,173.06	$368,791.29	$269,846.59	$276,213.33	$278,437.83	

In October 2023 and December 2024, in accordance with Procurement Policy No. PRO-070, Article III - Emergency or Critical Procurements, OFN sought authorization to process change orders on an emergency basis under each of the foregoing contracts to allow for payment of outstanding invoices for this critical purchase.

Resolution 2020-22 requires change orders above the City Manager's limits of approval to be brought to City Council for approval. According to Procurement Policy PRO-070, an emergency is defined as a situation where there is an urgent need for services, and requiring standard competitive procedures would disrupt essential City operations. Any items authorized under this condition must be included as agenda items at the next available Council meeting.

The purpose of this Item is to seek Council approval for Fiscal Year 2025 expenditures and to satisfy the notice requirements of both Resolution 2020-22 and Procurement Policy PRO-070.

FINDINGS AND CONCLUSIONS:
For the sake of efficiency in the methods utilized to monitor and categorize expenditures for Metro Ethernet circuits moving forward, OFN will consolidate payments for this service under a single contract each Fiscal Year (Contract No. OFN/250258). Staff anticipates the City will expend approximately $293,063 to cover Metro Ethernet circuit expenditures during Fiscal Year 2025.
FISCAL IMPACT:
Funding for this agreement is available in Fiscal Year 2024-25 in account 490-031-290-539-53-34050 Other Services - Fiber For Resale.

PROCUREMENT REVIEW:
The underlying exception requests, approvals, and emergency authorizations are attached hereto.
LEGAL REVIEW:
The underlying agreements have been approved as to form and legality by the City Attorney.
ALTERNATIVE:
- Approve with Changes
- Table
- Deny

File #: RES-2025-41 Agenda Item #: 10f.

Submitted By: Matthew Grow

Presentation By: Matthew Grow

Department: Aviation

FORMAL TITLE:
Resolution 2025-41 to accept a Federal Aviation Administration Airport Improvement grant for the rehabilitation of the general aviation terminal apron in the amount of $2,664,891

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The general aviation terminal apron is situated directly in front of the general aviation terminal building and spans approximately 140,000 square feet. Other than the main runway, it is the most heavily utilized portion of pavement and has reached the end of its useful life.

The entire pavement section contains about 7.75 inches of asphalt placed in multiple layers, with some of the oldest pavement dating back to the original construction of the airport in 1968. The top layer was overlaid in 2008. The Airport has been working closely with the Federal Aviation Administration (FAA) to design the pavement rehabilitation and submitted a grant application for its complete rehabilitation in June 2025.

The FAA advises the grant was accepted, but remains unreleased at "headquarters" in Washington, D.C. The grant must be officially released through the FAA channels, but it is forthcoming. The FAA also advised that the grant must be signed by September 18, 2025, and recommends that any necessary internal approvals be obtained as soon as possible.

FINDINGS AND CONCLUSIONS:
- The FAA advised that the grant is forthcoming and requires approval by September 18, 2025
- The Airport Advisory Board supports this project.
- The project is consistent with the Airport Master Plan.
- Staff will coordinate construction activities with Sheltair Aviation, the ramp area's leaseholder.
- While the terminal apron is leased to Sheltair Aviation, the responsibility to repair its pavements belongs

to the City.

- Once the FAA grant is approved and executed, a request will be made to the Florida Department of Transportation for a grant to further offset the City's matching obligation.
- Staff also requests that the City Council authorize the City Council President and City Attorney to execute the grant.
- Staff recommends approval.

FISCAL IMPACT:

FAA Share:	$2,664,891	341-060-763-542-69-65010
Airport Share:	$ 296,099	451-027-763-542-69-65010
Total Cost:	$2,960,990	

PROCUREMENT REVIEW:
This Agreement has been reviewed and approved for compliance with the City's procurement policies.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

RESOLUTION 2025-XX

A RESOLUTION TO APPROVE FEDERAL GRANT AGREEMENT #3-12-0055-035-2025 BETWEEN THE CITY OF OCALA AND THE FEDERAL AVIATION ADMINISTRATION FOR CONSTRUCTION OF APRON REHABILITATION IN THE AMOUNT OF $2,664,891

WHEREAS, the Federal Aviation Administration has provided a grant offer to participate in 95% of the project costs associated with the construction of the terminal apron rehabilitation with the FAA share not to exceed $2,664,891; and

WHEREAS, funds for the City's match of $296,099 are available in the Airport's fund balance.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session duly assembled that the City Council President is hereby authorized to make, execute, and deliver to the Federal Aviation Administration Federal Grant Agreement #3-12-0055-035-2025.

This resolution adopted this _____ day of _____, 2025.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Kristen M. Dreyer
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

U.S. Department
of Transportation
Federal Aviation
Administration

Orlando Airports District Office
8427 South Park Circle, Suite 524
Orlando, FL 32819

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Mr. Matthew Grow
Airport Director
Ocala International Airport
750 SW 60th Avenue
Ocala, FL 34474

Dear Mr. Grow:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0055-035-2025 at Ocala International-Jim Taylor Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 18, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Jennifer Ganley, (407) 487-7237, jennifer.ganley@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{{Sig_es_:signer1: signature}}

Juan C. Brown
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	**{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}**
Airport/Planning Area	Ocala International-Jim Taylor Field Airport
Airport Infrastructure Grant Number	3-12-0055-035-2025
Unique Entity Identifier	LSNNNBN7BL45

TO: City of Ocala

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 17, 2025, for a grant of Federal funds for a project at or associated with the Ocala International-Jim Taylor Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Ocala International-Jim Taylor Field Airport (herein called the “Project”) consisting of the following:

Rehabilitate Terminal Apron, 15,550 square yards, construction phase

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $2,664,891.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $2,664,891 for airport development or noise program implementation; and,
   $0 for land acquisition.

   The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as noted in 49 U.S.C § 47142(b).

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project

costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 18, 2025, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

   a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if

required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. *Posting of contact information.*

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:

i. Severe forms of trafficking in persons;
ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
iii. The use of forced labor in the performance of this grant; or any subaward; or
iv. Acts that directly support or advance trafficking in persons, including the following acts:
a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
d) Charging recruited employees a placement or recruitment fee; or
e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

a) Associated with the performance under this Grant; or

b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with the performance under this Grant; or
         b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

   a. "Employee" means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

   b. "Private Entity" means:

i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 2020, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI

Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text.

30. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and

    b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

    a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including

waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C chapter 471,.any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
(3) any other remedy legally available.

c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

33. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration**. The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

35. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

a. Follow the current version of FAA Advisory Circular 150/5380-6, “Guidelines and Procedures for Maintenance of Airport Pavements,” for specific guidelines and procedures for maintaining

airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

i. Location of all runways, taxiways, and aprons;

ii. Dimensions;

iii. Type of pavement; and,

iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

2. Inspection Schedule.

i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

i. Inspection date;

ii. Location;

iii. Distress types; and

iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

36. **Project Containing Paving Work in Excess of $500,000.** The Sponsor agrees to:

a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
4. Qualifications of engineering supervision and construction inspection personnel;
5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

37. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

{{Sig_es_:signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{N_es_:signer1:title }}

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated **{{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}**

City of Ocala

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: **{{N_es_:signer2:fullname }}**

(Typed Name of Sponsor's Authorized Official)

Title: **{{*Ttl_es_:signer2:title }}**

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es_:signer3:fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Florida__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at **{{DateTime_es_:signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: {{Sig_es_:signer3:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]
l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The City of Ocala, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;

    2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;

    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of June 17, 2025.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

File #: RES-2025-42 Agenda Item #: 10g.

Submitted By: Matthew Grow

Presentation By: Matthew Grow

Department: Aviation

FORMAL TITLE:
Resolution 2025-42 to accept a Federal Aviation Administration Airport Improvement grant to extend the runway safety area (Runway 36) in the amount of $225,850

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place, Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The approach end of Runway 36 was recently identified as not meeting the Federal Aviation Administration (FAA) standards for a runway safety area due to changes in grade and depressions that exceed FAA design tolerances.

The Airport has been working closely with the FAA to coordinate the design of the regrading, with a grant application submitted in May 2025.

The FAA advises that the grant request for the design was approved, but remains unreleased at "headquarters" in Washington, D.C. The grant must be officially released through FAA channels, but it is forthcoming. The FAA also advised that the grant must be signed by September 18, 2025, and recommends that any necessary internal approvals be obtained as soon as possible, even before the actual grant is received.

FINDINGS AND CONCLUSIONS:

- The FAA advised that the grant is forthcoming and requires approval by September 18, 2025
- The Airport Advisory Board supports this project.
- The project is consistent with the Airport Master Plan.
- Once the FAA grant is approved and executed, a request will be made to the Florida Department of Transportation for a grant to further offset the City's matching obligation.
- Staff also requests that the City Council authorize the City Council President and City Attorney to execute the grant.

- Staff recommends approval.

FISCAL IMPACT:

FAA Share:	$225,850	341-060-762-542-54-31010
Airport Share:	$ 25,095	451-027-762-542-54-31010
Total Cost:	$250,945	

PROCUREMENT REVIEW:
This Agreement has been reviewed and approved for compliance with the City's procurement policy.

LEGAL REVIEW:
This Agreement has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

RESOLUTION 2025-42

A RESOLUTION TO APPROVE FEDERAL GRANT AGREEMENT #3-12-0055-036-2025 BETWEEN THE CITY OF OCALA AND THE FEDERAL AVIATION ADMINISTRATION FOR THE DESIGN TO EXTEND RUNWAY SAFETY AREA (RUNWAY 36) IN THE AMOUNT OF $225,850

WHEREAS, the Federal Aviation Administration has provided a grant offer to participate in 95% of the project costs associated with the design to extend runway safety area (Runway 36), with the FAA expense not to exceed $225,850; and

WHEREAS, funds for the City's match of $25,095 are available in the Airport's fund balance.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session duly assembled that the City Council President is hereby authorized to make, execute, and deliver to the Federal Aviation Administration Federal Grant Agreement #3-12-0055-036-2025.

This resolution adopted this _____ day of _____, 2025.

ATTEST: **CITY OF OCALA**

By: By:

Angel B. Jacobs
City Clerk

Kristen M. Dreyer
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

U.S. Department of Transportation Federal Aviation Administration

Orlando Airports District Office
8427 South Park Circle, Suite 524
Orlando, FL 32819

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Mr. Matthew Grow
Airport Director
Ocala International Airport
750 SW 60th Avenue
Ocala, FL 34474

Dear Mr. Grow:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-12-0055-036-2025 at Ocala International-Jim Taylor Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 18, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Jennifer Ganley, (407) 487-7237, jennifer.ganley@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{{Sig_es_:signer1: signature}}

Juan C. Brown
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	**{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}**
Airport/Planning Area	Ocala International-Jim Taylor Field Airport
Airport Infrastructure Grant Number	3-12-0055-036-2025
Unique Entity Identifier	LSNNNBN7BL45

TO: City of Ocala

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 29, 2025, for a grant of Federal funds for a project at or associated with the Ocala International-Jim Taylor Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Ocala International-Jim Taylor Field Airport (herein called the “Project”) consisting of the following:

Extend Runway Safety Area (Runway 36)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act(IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor’s adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor’s acceptance of this Offer; and (c) the

benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $225,850.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $225,850 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the

project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 18, 2025, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

   a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

   b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of IIJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial

grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. Posting of contact information.

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:

i. Severe forms of trafficking in persons;

ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;

iii. The use of forced labor in the performance of this grant; or any subaward; or

iv. Acts that directly support or advance trafficking in person, including the following acts;

a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

d) Charging recruited employees a placement or recruitment fee; or

e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;

ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

a) Associated with performance under this Grant; or

b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR

Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or

      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with performance under this Grant; or

         b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA’s right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions.* For purposes of this Grant award, term:

   a. “Employee” means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or

      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.

   b. “Private entity” means:

      i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

      ii. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt

bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IIJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April, 2020, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in

consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024**. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

    https://www.congress.gov/bill/118th-congress/house-bill/3935/text

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**
    a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
    b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
        (1) additional conditions on the award;

(2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

(3) any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

35. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

36. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

{{Sig_es_:signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{N_es_:signer1:title }}

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated **{{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}**

City of Ocala

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: **{{N_es_:signer2:fullname }}**

(Typed Name of Sponsor's Authorized Official)

Title: **{{*Ttl_es_:signer2:title }}**

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es_:signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Florida__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at **{{DateTime_es_:signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es_:signer3:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]
l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]
v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

1. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

2. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

3. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

4. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

9. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

10. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

11. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

12. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

13. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

14. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

15. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

16. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

17. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

18. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

19. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

20. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

21. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

22. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

23. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

24. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

25. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

26. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

27. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

28. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

29. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The City of Ocala, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

30. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;

2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;

4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

31. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

32. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

33. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of May 29, 2025.

34. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

35. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

36. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

37. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

38. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

39. **Access to Leaded Aviation Gasoline**

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

File #: 2025-1962 Agenda Item #: 10h.

Submitted By: Beth Antis

Presentation By: Clint Welborn

Department: Fire and Emergency Services

STAFF RECOMMENDATION (Motion Ready):
One year renewal with Read's Uniforms, LLC, to provide fire rescue uniforms for an annual estimated expenditure of $138,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
Bid Release to the public: 7/26/2022

BACKGROUND:
The City provides each Fire Rescue employee with a $500 annual allowance for the purchase of fire department uniform apparel. The annual allowance is negotiated in the Collective Bargaining Agreement (CBA) between the City and the IAFF Local 2135 (Firefighter Union).

On September 20, 2022, after a competitive solicitation process, the City awarded the contract for the provision of fire rescue uniform apparel to Read's Uniforms, LLC, Contract No. OFR/220630, for an initial term of three years through September 19, 2025. The contract documents allowed for two optional one-year renewal terms thereafter.

FINDINGS AND CONCLUSIONS:
To ensure that the City received the most timely and affordable uniform service possible, Read's Uniforms LLC was contacted and agreed to exercise the first one-year renewal option under the contract's original terms with an amendment to the original price proposal.

FISCAL IMPACT:
The estimated annual expenditure for fire rescue uniforms is $138,000. Funding is included in the Fire Rescue Fiscal Year 2025-26 budget account 001-19-019-522-52-52010 Operating Supplies-Other.

PROCUREMENT REVIEW:
These goods were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Amendment will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

SECOND AMENDMENT TO AGREEMENT FOR UNIFORM SUPPLY AND DELIVERY SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR UNIFORM SUPPLY AND DELIVERY SERVICES ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **READ'S UNIFORMS, LLC,** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 85-2699502) ("Vendor").

WHEREAS, on September 25, 2022, City and Vendor entered into an Agreement for Uniform Supply and Delivery Services (the "Original Agreement"), City of Ocala Contract No.: OFR/220630 for a term of three years from September 20, 2022 through September 19, 2025; and

WHEREAS, on February 8, 2023, City and Vendor entered into a First Amendment to Agreement for Uniform Supply and Delivery Services (the "First Amendment") to revise the line items and pricing in the Original Agreement; and

WHEREAS, due to a scrivener's error, the Original Agreement incorrectly indicated that renewals were not available; however, percurrent to the Contract Documents, the Original Agreement offers two (2) one-year renewal terms; and

WHEREAS, the City and Vendor wish to extend the Original Agreement, as amended, for the first of the two available one-year renewal terms.

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

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement, as amended, between City and Vendor 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 Second Amendment.

3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional one-year term beginning on **SEPTEMBER 20, 2025,** and terminating **SEPTEMBER 19, 2026.** Thereafter, this Agreement may be renewed for **ONE (1)** optional **ONE (1) YEAR** period by written consent between City and Vendor.

4. **COMPENSATION.** Vendor shall be paid a price not to exceed the maximum limiting amount of **ONE HUNDRED THIRTY-EIGHT THOUSAND AND NO/100 DOLLARS ($138,000)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision services in accordance with the pricing described in the Original Agreement, as amended.

5. **NOTICES.** All notices, certifications or communications required by this Second 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 Vendor:	Read's Uniforms, LLC Attention: David George 4 Sweeten Creek Crossing Asheville, North Carolina 28803 Phone: 828-412-8950 E-mail: david.george@readsuniforms.net
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 Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7. **ELECTRONIC SIGNATURE(S).** Vendor, 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 Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.

8. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment.

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

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

Approved as to form and legality:

_____

By: _____
(Printed Name)

Title: _____

CITY OF OCALA

_____
Kristen Dreyer
City Council President

READ'S UNIFORMS, LLC

_____

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

5.11 Global Innovation Center
3150 Bristol Street, 3rd Floor
Costa Mesa, CA 92626 USA
949.800.1511

June 5th, 2025

To Our Valued Distributor Partners,

In early May we shared that 5.11 was evaluating a strategic price re-structuring. Upon evaluating our rising input costs, we are executing a select re-structure on our wholesale and retail pricing, to take effect across our US omni-channel by Tuesday July 8th, 2025.

These updates are part of a long-term strategy to provide better cost clarity and consistency across our assortment as we continue to deliver best-in-class gear to every customer, every mission, every day.

A few key elements to this price-restructure, 5.11 wants to highlight:

- Margin Neutral – We have sought to maintain your GM% wherever possible.
- Elimination of extended sizes pricing. All sizes within a single style color will have the same wholesale and retail pricing.
- Move to one tier Retail price. We will no longer have a two tier MSRP and MAP price structure. The Retail price is our MAP price for the purposes of our policy.
- Per the 5.11 agreement this serves as written notice in of 30 days of changes to wholesale and retail pricing.

The 5.11 Pro Sales Team will continue to work with you on purchase programs that will benefit your business and extend your runway to adapting to the new price structure.

Thank you for being a vital part of the 5.11 mission.

Sincerely,

Brian M. Tripp
VP, US Wholesale

RE: 2025 Price Increase

October 24, 2024

Dear Valued First Tactical Partners,

At First Tactical, our commitment to delivering exceptional value, product availability, and quality uniforms to public safety professionals remains unwavering. Recently, we've observed increases in shipping, labor, and material costs due to global factors. Despite these challenges, we have stayed true to our promise of stocking "Narrow and Deep" as we continue to grow our brand. Thanks to our enhanced purchasing strategy, we've worked closely with our factories and shipping partners to keep costs manageable.

After careful consideration, we want to inform you that we will be implementing modest price increases on a limited number of styles as we enter 2025. This decision enables us to maintain our overall pricing stability while continuing to provide high-quality products that meet your needs and are offered at a competitive price. In addition, our Minimum Advertised Price (MAP) will also rise to ensure that your profit margins remain consistent. Notably, within our top 10 styles, only 4 styles will be affected by this price increase. We truly appreciate the trust and collaboration we've built with our dealers and the agencies we serve.

As we approach the upcoming fall and winter business reviews, we look forward to seeing the growth we can achieve together. During these discussions, we will closely examine year-to-date numbers and may adjust discount levels to align with your dealer contract volume requirements. We believe this collaborative approach will benefit both parties.

We will continue our Quarterly "Fill the Cubes" Program, which helps us anticipate and meet your needs. This program is designed to accommodate orders of any size, with the flexibility to adjust purchases as needed up to 30 days prior to shipping. Please feel free to reach out to your Sales Business Development Manager or your First Tactical Customer Service Representative for assistance in placing your order.

Thank you for your understanding and continued partnership with First Tactical. We look forward to supporting you in 2025 and the years to come.

All the best,

Bob Denny
President
First Tactical, LLC

Matt Sinclair
Vice President of Sales
First Tactical, LLC

496 E. Whitmore Ave., Bldg. 4, Modesto, CA 95358, (855) 665-3410, www.FirstTactical.com

August 20, 2025

City of Ocala / Ocala Fire Rescue

ITB# OFR/220630 – Fire Uniforms

Price Increase Request

Read's Uniforms entered into a three-year agreement for uniform and decoration services for Ocala Fire Rescue on or about September 25, 2022.

During the last three years, we have received multiple price increases from all the manufacturers that we purchase from to supply Ocala Fire Rescue's employees with garments and accessories. In addition, with inflation and other factors, like all companies, our internal expenses have increased including labor, shipping, decoration items (thread, screen printing ink, etc.) and other related costs like fuel, benefits, electricity, etc. over the last three years.

Below are the primary manufacturer's products that were on the original bid contract with our justification for a specific price increase by vendor.

Below is just the most recent increase that we received from 5.11 effective 7.8.25. We have three other price increases from 5.11 since September 2022. We are providing an example of three of the most used products for Ocala FR:

5.11

5.11 JULY 8 PRICE CHANGES

The products on this list have price changes effective 7/8/2025

						NBI	18%
CATEGORY	ITEM NAME	ITEM ID	OVERSIZE SKU	CURRENT WHSL PRICE	CURRENT MAP PRICE	NEW WHSL	NEW MAP
MENS APPAREL	JOB SHIRT 1/4 ZIP 2.0	72534	NO	$ [redacted]	$ 70.00	$ [redacted]	$ 75.00
MENS APPAREL	JOB SHIRT 1/4 ZIP 2.0	72534ABR	NO	$ [redacted]	$ 70.00	$ [redacted]	$ 75.00

Job Shirt – 6.6% price increase

MENS APPAREL	APEX PANT	74434	NO	$ [redacted]	$ 90.00	$ [redacted]	$ 100.00

Apex Pants (male and female) – 10% price increase

MENS APPAREL	APEX SHORT	73334	NO	$ [redacted]	$ 76.00	$ [redacted]	$ 90.00

Shorts – 15.5% price increased

The above three examples demonstrate the actual price increase that we have taken just in July 0f 2025, not including other price increases over the last three years.

We have also attached the latest letter from 5.11 communicating about their most recent price increases.

We are requesting an 8% price increase for all 5.11 items. *To offset this, 5.11 is no longer charging their dealer's upsize charges for larger or tall sizes – so we will pass this through to Ocala FR – no upsize charges.*

First Tactical / Workwear Outfitters

Attached are the latest letters (or email string) from First Tactical and Workwear Outfitters (owners of Horace Small and Red Kap) communicating their most recent price increases – including a increase in January and June from Workwear Outfitters just in 2025. Both vendors have given us at least one additional price increase in 2023 or 2024.

We are requesting a 6% price increase on all items from these vendors.

Sanmar

Attached is the latest email string from Sanmar communicating their most recent price increase. They have also had one other price increase since September 2022. Because these garments are all screen printed, and our screen-printing costs have also increased over the last three years, we are requesting a 10% increase on all Sanmar garments to cover the garments and the screen-printing increases.

All other Vendors

We are requesting a CPI increase of 3% on all other vendors.

If you take into consideration that we've had locked in pricing for the last 36 months and with these price increase request for the next 12 months, your effective cost increase per year is:

- 5.11 – 2% per year
- First Tactical / Workwear Outfitters – 1.5% per year
- Sanmar – 2.5% per year
- All others - .75% per year

We appreciate and enjoy the partnership we have developed with the administration and firefighters with Ocala Fire Rescue over the last three years.

Please let us know if you would like to discuss this further or if you have any questions.

David George
VP of Sales

cc: Jonathan Miller, Account Manager

FIRST AMENDMENT TO AGREEMENT FOR UNIFORM SUPPLY AND DELIVERY SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR UNIFORM SUPPLY AND DELIVERY SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **READ'S UNIFORMS, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 85-2699502) ("Vendor").

WHEREAS, on September 25, 2022, City and Vendor entered into an Agreement for Uniform Supply and Delivery Services to provide uniforms for the City of Ocala's Fire Rescue department, City of Ocala Contract No. OFR/220630 (the "Original Agreement"); and

WHEREAS, the parties now desire to amend the Original Agreement, specifically Exhibit B – Price Proposal, to reflect balance of line discounts for discontinued and/or substituted items; and

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 Vendor agree as follows:

1. **RECITALS**. City and Vendor 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 Vendor 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. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL**. The document attached to the Original Agreement as Exhibit B – Price Proposal is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Amended Exhibit B – Price Proposal**.
4. **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:

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If to Vendor:	Read's Uniforms, Inc. Attention: David George 4 Sweeten Creek Crossing Asheville, NC 28803 Phone: 828-412-8950 E-mail: david.george@readsuniforms.net
If to City of Ocala:	Daphne M. Robinson, Esq. - Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 E-mail: notices@ocalafl.org
Copy to:	William E. Sexton, Esq. – City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 E-mail: cityattorney@ocalafl.org

6. **EFFECT OF AGREEMENT**. In the event of any inconsistency between this First Amendment and a prior version of the Original Agreement, this First Amendment shall govern. Except as expressly set forth herein, the Original Agreement shall remain in full force and effect and is not amended or modified.
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).** Vendor, 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

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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.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 02 / 08 / 2023.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Peter A Lee

Peter Lee
City Manager

Approved as to form and legality:

William E. Sexton

William E. Sexton, Esq.
City Attorney

READ'S UNIFORMS, INC.

David L. George Jr.

Signature

Read's Uniforms, Inc.

Name

VP of Sales

Title

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Amended Exhibit B - PRICE PROPOSAL — CONTRACT# OFR/220630

Bidder name	Bidder Location
Read's Uniforms	Leesburg, Florida

INITIAL CONTRACT TERM PRICING

ITEM	DESCRIPTION	UOM	EST QTY	UNIT COST	EXTENDED COST
1	PANT POLY: HS2149/HS2481: 100% Polyester / VISA® Finish with Solarban® technology. 28 to 54 Waist inseam 28-36 Women's 4 to 24 inseam 28 to 34 or unhemmed	EA	186	$36.82	**$ 6,848.52**
2	L/S POLY SHIRT: HS1149/HS1494/HS1495/HS1190: 100% Polyester / VISA® Finish with Solarban® technology. 28 to 54 Waist inseam 28-36 Women's 4 to 24 inseam 28 to 34 or unhemmed	EA	40	$ 42.95	**$ 1,718.00**
3	S/S POLY SHIRT: HS1249/HS1496/HS1497/HS1292: 100% Polyester / VISA® Finish with Solarban® technology. 28 to 54 Waist inseam 28-36 Women's 4 to 24 inseam 28 to 34 or unhemmed	EA	20	$ 40.55	**$ 811.00**
4	L/S POLO GREY: F5824/F5825: 6.3 oz. 92% polyester / 8% spandex jersey. Small to 5XL Womens Small to 4XL	EA	60	$ 37.29	**$ 2,237.40**
5	S/S POLO GREY: F5802/F5803: 6.3 oz. 92% polyester / 8% spandex jersey. Small to 5XL Womens Small to 4XL	EA	335	$ 35.03	**$ 11,735.05**
6	L/S POLO WHITE: F5356: 4.2 oz 100% polyester piqué Small to 5XL Womens Small to 4XL	EA	10	$ 33.32	**$ 333.20**
7	S/S POLO WHITE: F5355: 4.2 oz 100% polyester piqué Small to 5XL Womens Small to 4XL	EA	285	$ 29.82	**$ 8,498.70**
8	S/S DRIFIT TEE: ST360: 3.8-ounce, 100% polyester jersey. Extra Small, Small, Medium, and Large	EA	488	$ 10.35	**$ 5,050.80**
9	L/S DRIFIT TEE: ST360LS: 3.8-ounce, 100% polyester jersey. Extra Small, Small, Medium, and Large	EA	71	$ 11.68	**$ 829.28**
10	S/S DRIFIT SPEC: ST360 SPEC OPS: 3.8-ounce, 100% polyester jersey. Extra Small, Small, Medium, and Large	EA	40	$ 11.65	**$ 466.00**
11	L/S DRIFIT SPEC: ST360LS SPEC OPS: 3.8-ounce, 100% polyester jersey. Extra Small, Small, Medium, and Large	EA	25	$ 12.98	**$ 324.50**
12	JACKET SOFT SHELL: JP68BK: Shell: 96% Polyester / 4% Spandex Elastane. Black size Small to 4XL	EA	35	$ 74.13	**$ 2,594.55**
13	SWEATSHIRT: G18000: 8-ounce, 50/50 cotton/poly. Navy size Small, Medium and Large	EA	60	$ 14.32	**$ 859.20**
14	BALLAP: 112: 60/40 cotton/polyester, 100% polyester mesh back	EA	25	$ 11.67	**$ 291.75**
15	BEANIE: 1501: 100% turbo spun acrylic knit	EA	45	$ 8.13	**$ 365.85**
16	TIE: 90072: Durable low maintenance Polyester	EA	30	$ 4.00	**$ 120.00**
17	APEX PANT: 74434/64446: 67% polyester/ 33% cotton Flex-Tac® canvas with mechanical stretch, 6.4-oz., Teflon™ finish. Navy size 28-48 Waist inseam 30-36	EA	285	$ 58.85	**$ 16,772.25**
18	APEX SHORTS: 73334: 67% polyester / 33% cotton Flex-Tac® canvas, 6.4-oz., Teflon® finish. Navy waist 28-44	EA	125	$ 51.77	**$ 6,471.25**
19	MESH SHORTS: 7219: 100% Polyester Pro Mesh with solid Tricot liner. Navy size Small, Medium and Large	EA	300	$ 11.66	**$ 3,498.00**
20	SWEATPANTS: G18400: 8 oz., 50% USA cotton, 50% polyester. Navy size Small, Medium and Large	EA	65	$ 15.46	**$ 1,004.90**
				ANNUAL PRICING	**$ 70,830.20**

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TOTAL CONTRACT PRICE (3 YEARS)	$ 212,490.60

OPTIONAL ITEM (ADD-ONS) PRICING

ITEM	DESCRIPTION	UOM	EST QTY	UNIT COST	EXTENDED COST
21	Upsize Charges S/S T-shirt ST360- 2XL	Each	0	$ 11.68	$ -
22	Upsize Charges S/S T-shirt ST360- 3XL	Each	0	$ 14.35	$ -
23	Upsize Charges S/S T-shirt ST360- 4XL	Each	0	$ 15.68	$ -
24	Upsize Charges L/S T-shirt ST360LS - 2XL	Each	0	$ 13.02	$ -
25	Upsize Charges L/S T-shirt ST360LS - 3XL	Each	0	$ 15.68	$ -
26	Upsize Charges L/S T-shirt ST360LS - 4XL	Each	0	$ 17.02	$ -
27	Upsize Charges S/S T-shirt Special Ops - ST360 - 2XL	Each	0	$ 12.98	$ -
28	Upsize Charges S/S T-shirt Special Ops - ST360 - 3XL	Each	0	$ 15.65	$ -
29	Upsize Charges S/S T-shirt Special Ops - ST360 - 4XL	Each	0	$ 16.98	$ -
30	Upsize Charges L/S T-shirt Special Ops - ST360LS - 2XL	Each	0	$ 14.32	$ -
31	Upsize Charges L/S T-shirt Special Ops - ST360LS - 3XL	Each	0	$ 16.98	$ -
32	Upsize Charges L/S T-shirt Special Ops - ST360LS - 4XL	Each	0	$ 18.32	$ -
32	Upsize Charges Sweatshirt - 2XL	Each	0	$ 16.35	$ -
33	Upsize Charges Sweatshirt - 3XL	Each	0	$ 18.44	$ -
34	Upsize Charges Sweatshirt - 4XL	Each	0	$ 18.44	$ -
35	Upsize Charges Mesh Shorts - 2XL	Each	0	$ 13.90	$ -
36	Upsize Charges Mesh Shorts - 3XL	Each	0	$ 15.69	$ -
37	Upsize Charges Mesh Shorts - 4XL	Each	0	$ 17.26	$ -
38	Upsize Charges Sweatpant - 2XL	Each	0	$ 15.46	$ -
38	Upsize Charges Sweatpant - 3XL	Each	0	$ 18.26	$ -
38	Upsize Charges Sweatpant - 4XL	Each	0	$ 21.06	$ -
39	Optional Badge Number Embroidery - Ball Cap	Each	0	$ 3.00	$ -
				TOTAL: OPTIONAL ITEM PRICING	$ -

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CONTRACT #: OFR/220630

BALANCE OF LINE DISCOUNTS FOR DISCONTINUED/SUBSTITUTED ITEMS*

ITEM	MANUFACTURER NAME	DISCOUNT OFFERED (OFF OF MSRP)	SEWING OF DEPARTMENT SUPPLIED PATCHES AND HEMMING INCLUDED?	ADDITIONAL COST FOR EMBROIDERY, PLOTTING, AND INK DECALS (PRICE EACH)			
40	**5.11**	20%	YES	**Embroidery**	1,000-10,000 Stitches	**$**	**6.00**
41	**Propper**	20%	YES		10,001-15,000 Stitches	**$**	**8.00**
42	**Truspec**	20%	YES		15,001-20,000 Stitches	**$**	**10.00**
43	**SanMar**	20%	YES		20,001-25,000 Stitches	**$**	**12.00**
44	**Blauer**	20%	YES	**Plotting**	Single Color up to 2x5"	**$**	**5.00**
45	**Elbeco**	20%	YES		Single Color up to 4x12"	**$**	**11.00**
46	**Spiewak**	20%	YES		Single Color Reflective up to 2x5"	**$**	**7.00**
47	**Flying Cross**	20%	YES		Single Color Reflective up to 4x12"	**$**	**15.00**
48	**Horace Small**	20%	YES	**Ink Decals**	One Color up to 2x5"	**$**	**3.00**
49	**First Tactical**	20%	YES		One Color up to 4x12"	**$**	**5.00**
50	**Carhartt**	20%	YES		Two Color up to 2x5"	**$**	**4.00**
51	**Liberty**	20%	YES		Two Color up to 4x12"	**$**	**6.00**

*Substitutions of products will only be considered when: (1) the manufacturer has discontinued the product; (2) obsolescence of the item; or (3) the manufacturer is experiencing difficulties in the manufacturing and delivering of the product. Vendor is required to notify City in advance of manufacturer's discontinuance of the item or difficulty in manufacturing/deliverying the item. Vendor shall provide an approved substitute at the originally awarded price (OR) at a discount of the Manufacter's Suggested Retail Price (MSRP) or the item being substituted as stated above. City reserves the right to compare pricing with other vendors. If such comparisons reveal that other vendors are selling the same replacement product for less, City may purchase the product from a lower cost source. Vendor requests to offer substitute products shall be submitted to the City Project Manager in writing (e-mail shall constitute a writing for this purpose) along with: (1) Proof that the manufacturer has discontinued the item and it is no longer available; or (2) that the current item is obsolete; or (3) that the manufacturer is experiencing difficulties in the manufacturing and/or delivery of the product; and (4) MSRP and complete technical specifications for the substitute product for consideration.

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Title	FOR SIGNATURES - First Amendment to Agreement for Uniform...
File name	FOR SIGNATURES - ...LC (OFR 22063.pdf
Document ID	33412cc97c00295afbf8f71973e640bfebca9b21
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**02 / 07 / 2023** 09:05:53 UTC-5	Sent for signature to Read's Uniforms, Inc. (david.george@readsuniforms.net), William E. Sexton (wsexton@ocalafl.org), Peter Lee (plee@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**02 / 07 / 2023** 10:47:44 UTC-5	Viewed by Read's Uniforms, Inc. (david.george@readsuniforms.net) IP: 35.131.182.202
SIGNED	**02 / 07 / 2023** 10:48:32 UTC-5	Signed by Read's Uniforms, Inc. (david.george@readsuniforms.net) IP: 35.131.182.202
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SIGNED	**02 / 09 / 2023** 07:54:17 UTC-5	Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 174.211.227.243
COMPLETED	**02 / 09 / 2023** 07:54:17 UTC-5	The document has been completed.

AGREEMENT FOR UNIFORM SUPPLY AND DELIVERY SERVICES

THIS AGREEMENT FOR UNIFORM SUPPLY AND DELIVERY SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **READ'S UNIFORMS, INC.** a for-profit corporation duly organized and authorized to do business in the State of Florida (EIN: 85-2699502) ("Vendor").

R E C I T A L S :

WHEREAS, on July 26, 2022, City issued an Invitation to Bid ("ITB") for vendors to provide uniforms for the City of Ocala's Fire Rescue department, ITB No.: OFR/220630 (the "Solicitation"); and

WHEREAS, five (5) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Read's Uniforms, Inc., was found to be the lowest; and

WHEREAS, Read's Uniforms, Inc., was chosen as the intended awardee for the provision of providing uniforms for the City of Ocala's Fire Rescue department (the "Services"); and

WHEREAS, Vendor certifies that Vendor is qualified and possesses the required licensure, skills, and experience to perform the work required for the Services.

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

T E R M S O F A G R E E M E N T :

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Vendor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the proposal submitted by Vendor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement, if any. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**. The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-2)
      Exhibit B: Price Proposal (B-1 through B-2)
      Exhibit C: Garment Specifications (C-1)

Doc ID: 16be40c56c3c476b607a60dd052e9adaab52ee3a

Exhibit D: Logo Samples (D-1 through D-2)

Exhibit E: EMT and Paramedic Logos (E-1)

Exhibit F: Beanie and Ball Cap Image (F-1 through F-2)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A; then (2) Exhibit B; then (3) Exhibit C; then (4) Exhibit D; then (5) Exhibit E; then (6) Exhibit F.

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A – Scope of Work** and the Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Vendor a maximum limiting amount not to exceed **TWO HUNDRED TWELVE THOUSAND, FOUR HUNDRED NINETY AND 60/100 DOLLARS ($212,490.60)** (the "Contract Sum") over the entire Contract Term as full and complete compensation for the timely and satisfactory performance of services and based on the pricing set forth in **Exhibit B – Price Proposal** attached hereto.
   A. **Pricing Increases**. Vendor pricing is expected to be fixed for the initial contract term. Requests for price increases for subsequent renewal terms shall be submitted no later than **NINETY (90)** days prior to the expiration of the prior term. Price increases for renewal terms shall be subject to a maximum negotiated increase of no more than **FIVE PERCENT (5%)** annually unless there are mitigating market conditions. After the first year of the initial contract term, the City may consider properly documented requests for price increases on a case-by-case basis. Vendor must submit CPI justification or other supporting documentation along with all requests for pricing increases. Vendor may reduce pricing at any time during the contract term.
   B. **Invoice Submission**. Vendor shall invoice City for all work completed for each event. Invoices must be reviewed and agreed upon by the City of Ocala Project Manager. Review and approval shall not be unreasonably withheld, conditioned, or delayed. All invoices, reports, and other documentation submitted by Vendor shall include the City Contract Number, date, and assigned Invoice Number. Invoices, reports, and other documentation shall be submitted to the City Project Manager at: **Ocala Fire Rescue**; Attn: **Beth Antis, 505 NW Martin Luther King, Jr. Avenue Ocala, Florida 34475**; E-Mail: **bantis@ocalafl.org.**

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C. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

D. **Excess Funds**. If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

E. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TIME FOR PERFORMANCE**. This Agreement shall become effective and commence on **SEPTEMBER 20, 2022** and continue through and including **SEPTEMBER 19, 2025**. There are no renewal terms available for this Agreement. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes, pandemics, labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

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A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.

   A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

   B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.

8. **TERMINATION, BREACH, AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation,

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term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

(1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

(2) Vendor provides material that does not meet the specifications of the Agreement;

(3) Vendor fails to complete the work required within the time stipulated in the Agreement; or

(4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

B. **Vendor's Opportunity to Cure Default.** City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Vendor Default.** In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;

(2) City shall be entitled to hire another Vendor to complete the required work in accordance with the needs of City;

(3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and

(4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; (ii) placing a claim against the Performance Bond; or (iii) any other remedy as provided by law

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate

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this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

9. **PERFORMANCE EVALUATION**. At the end of the Agreement, City may evaluate Vendor's performance. Any such evaluation will become public record.
10. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the Agreement term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
11. **VENDOR REPRESENTATIONS**. Vendor expressly represents that:

A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement; and

B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor; and

C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever and is in compliance with same; and

D. Vendor possesses the capacity, professional experience, licensure, and skill necessary and required to perform the scope of work described herein.

E. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or Vendors under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands

Doc ID: 16be40c56c3c476b607a60dd052e9adaab52ee3a

that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an City or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or Vendor under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12. **VENDOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
    A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Vendor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions or programs incident thereto.
    C. Vendor shall be responsible to see that the finished work complies accurately with the Agreement and the intent thereof.
    D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
    E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.
13. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
14. **RESPONSIBILITIES OF CITY.** The following provisions are the responsibilities of the City:
    A. City shall issue all communications to Vendor.

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B. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work.**

C. City has the authority to stop work or to suspend any work.

15. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

16. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:

A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and

B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.

C. Policy must include coverage for contractual liability and independent contractors.

D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Vendor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

17. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors

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to afford such coverage for all of its employees as required by applicable law. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver**.

18. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.

B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. Certificates of Insurance. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org.** Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of

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Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.

E. Notice of Cancellation of Insurance. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org

F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. Severability of Interests. Vendor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

19. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

20. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
21. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
22. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Vendor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

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23. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an City relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.
24. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
25. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
26. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
27. **PUBLIC RECORDS.** The Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Vendor shall:
    A. Keep and maintain public records required by the public City to perform the service.
    B. Upon request from the public City's custodian of public records, provide the public 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. 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

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duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the public City.

D. Upon completion of the contract, transfer, at no cost, to the public City all public records in possession of the Vendor or keep and maintain public records required by the public City to perform the service. If the Vendor transfers all public records to the public City upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public City, upon request from the public City's custodian of public records, in a format that is compatible with the information technology systems of the public City.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

28. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
29. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
30. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this

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Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

31. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

32. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

33. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

34. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

35. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City 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.

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36. **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 Vendor:	Read's Uniforms, Inc. Attention: David George 4 Sweeten Creek Crossing Asheville, NC 28803 Phone: 828-412-8950 E-mail: david.george@readsuniforms.net
If to City of Ocala:	Daphne Robinson, Esq. Procurement and Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 Fax: 352-690-2025 E-mail: notices@ocalafl.org
Copy to:	Robert W. Batsel, Jr., Esq. Gooding & Batsel, PLLC 1531 SE 36th Avenue Ocala, Florida 34471 Phone: 352-579-6536 E-mail: rbatsel@lawyersocala.com

37. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled.

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Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

38. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

39. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

40. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

41. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

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42. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
43. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
44. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
45. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
46. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
47. **ELECTRONIC SIGNATURE(S).** Vendor, 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.
48. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
49. **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.

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IN WITNESS WHEREOF, the parties have executed this Agreement 09 / 25 / 2022.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ire Bethea Sr.

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

READ'S UNIFORMS, LLC

David L. George Jr.

By: Read's Uniforms, Inc.
(Printed Name)

Title: VP of Sales
(Vice President or Higher)

Doc ID: 16be40c56c3c476b607a60dd052e9adaab52ee3a

Exhibit A – Scope of Service

Vendor will provide uniforms for approximately one hundred and fifty (150) employees of Ocala Fire Rescue. Vendor will be responsible for all labor, equipment, and materials to provide uniforms according to specifications identified in **Exhibit C - Garment Specifications**.

UNIFORM SPECIFICATIONS:

- Items must match the specifications on **Exhibit C – Garment Specifications**.
- Vendor must provide a sample of their design template of the City's seal and logo no later than thirty (30) business days after award, unless said vendor has a City of Ocala seal and logo design template which has been approved within the last five years. **See Exhibit D – Logo Sample**.
- Vendor will be responsible to produce all emblems and patches.
- Vendor must guarantee that the apparel provided meets all of the requirements set forth in these specifications and shall provide a one-year warranty against defects in material or workmanship.
- Under no circumstances will factory seconds or imperfect apparel be accepted. Should the apparel not meet the requirements of these specifications, Vendor will be required to make any corrections at no-charge to the City and be responsible for all transportation costs, re-stocking fees, and any other fees/costs incurred.

ONLINE ORDERING/ BILLING:

- Online ordering for each employee is required, i.e., each employee must have his or her own Online ordering account.
- All orders must be billed from one account.
- The online ordering mechanism must be set up no more than thirty (30) days after award.

DELIVERY/ PICK-UP REQUIREMENTS

- Orders must be received within ten (10) business days from the guaranteed date of delivery/pick-up availability provided on each quote.

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There will be a one percent (1%) penalty applied to the vendor's final cost for every business day the delivery is late.

- Scheduling of all deliveries/material pick-ups shall be coordinated through the City Project Manager.
- Orders must be separated by employee and labeled with the employee's first initial and last name.

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Exhibit B - PRICE PROPOSAL

CONTRACT# OFR/220630

Bidder name	Bidder Location
Read's Uniforms	Leesburg, Florida

INITIAL CONTRACT TERM PRICING

ITEM	DESCRIPTION	UOM	EST QTY	UNIT COST	EXTENDED COST
1	PANT POLY: HS2149/HS2481: 100% Polyester / VISA® Finish with Solarban® technology. 28 to 54 Waist inseam 28-36 Women's 4 to 24 inseam 28 to 34 or unhemmed	EA	186	$36.82	**$ 6,848.52**
2	L/S POLY SHIRT: HS1149/HS1494/HS1495/HS1190: 100% Polyester / VISA® Finish with Solarban® technology. 28 to 54 Waist inseam 28-36 Women's 4 to 24 inseam 28 to 34 or unhemmed	EA	40	$ 42.95	**$ 1,718.00**
3	S/S POLY SHIRT: HS1249/HS1496/HS1497/HS1292: 100% Polyester / VISA® Finish with Solarban® technology. 28 to 54 Waist inseam 28-36 Women's 4 to 24 inseam 28 to 34 or unhemmed	EA	20	$ 40.55	**$ 811.00**
4	L/S POLO GREY: F5824/F5825: 6.3 oz. 92% polyester / 8% spandex jersey. Small to 5XL Womens Small to 4XL	EA	60	$ 37.29	**$ 2,237.40**
5	S/S POLO GREY: F5802/F5803: 6.3 oz. 92% polyester / 8% spandex jersey. Small to 5XL Womens Small to 4XL	EA	335	$ 35.03	**$ 11,735.05**
6	L/S POLO WHITE: F5356: 4.2 oz 100% polyester piqué Small to 5XL Womens Small to 4XL	EA	10	$ 33.32	**$ 333.20**
7	S/S POLO WHITE: F5355: 4.2 oz 100% polyester piqué Small to 5XL Womens Small to 4XL	EA	285	$ 29.82	**$ 8,498.70**
8	S/S DRIFIT TEE: ST360: 3.8-ounce, 100% polyester jersey. Extra Small, Small, Medium, and Large	EA	488	$ 10.35	**$ 5,050.80**
9	L/S DRIFIT TEE: ST360LS: 3.8-ounce, 100% polyester jersey. Extra Small, Small, Medium, and Large	EA	71	$ 11.68	**$ 829.28**
10	S/S DRIFIT SPEC: ST360 SPEC OPS: 3.8-ounce, 100% polyester jersey. Extra Small, Small, Medium, and Large	EA	40	$ 11.65	**$ 466.00**
11	L/S DRIFIT SPEC: ST360LS SPEC OPS: 3.8-ounce, 100% polyester jersey. Extra Small, Small, Medium, and Large	EA	25	$ 12.98	**$ 324.50**
12	JACKET SOFT SHELL: JP68BK: Shell: 96% Polyester / 4% Spandex Elastane. Black size Small to 4XL	EA	35	$ 74.13	**$ 2,594.55**
13	SWEATSHIRT: G18000: 8-ounce, 50/50 cotton/poly. Navy size Small, Medium and Large	EA	60	$ 14.32	**$ 859.20**
14	BALLAP: 112: 60/40 cotton/polyester, 100% polyester mesh back	EA	25	$ 11.67	**$ 291.75**
15	BEANIE: 1501: 100% turbo spun acrylic knit	EA	45	$ 8.13	**$ 365.85**
16	TIE: 90072: Durable low maintenance Polyester	EA	30	$ 4.00	**$ 120.00**
17	APEX PANT: 74434/64446: 67% polyester/ 33% cotton Flex-Tac® canvas with mechanical stretch, 6.4-oz., Teflon™ finish. Navy size 28-48 Waist inseam 30-36	EA	285	$ 58.85	**$ 16,772.25**
18	APEX SHORTS: 73334: 67% polyester / 33% cotton Flex-Tac® canvas, 6.4-oz., Teflon® finish. Navy waist 28-44	EA	125	$ 51.77	**$ 6,471.25**
19	MESH SHORTS: 7219: 100% Polyester Pro Mesh with solid Tricot liner. Navy size Small, Medium and Large	EA	300	$ 11.66	**$ 3,498.00**
20	SWEATPANTS: G18400: 8 oz., 50% USA cotton, 50% polyester. Navy size Small, Medium and Large	EA	65	$ 15.46	**$ 1,004.90**
				ANNUAL PRICING	**$ 70,830.20**

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TOTAL CONTRACT PRICE (3 YEARS)	$ 212,490.60

OPTIONAL ITEM (ADD-ONS) PRICING

ITEM	DESCRIPTION	UOM	EST QTY	UNIT COST	EXTENDED COST
21	Upsize Charges S/S T-shirt ST360- 2XL	Each	0	$ 11.68	$ -
22	Upsize Charges S/S T-shirt ST360- 3XL	Each	0	$ 14.35	$ -
23	Upsize Charges S/S T-shirt ST360- 4XL	Each	0	$ 15.68	$ -
24	Upsize Charges L/S T-shirt ST360LS - 2XL	Each	0	$ 13.02	$ -
25	Upsize Charges L/S T-shirt ST360LS - 3XL	Each	0	$ 15.68	$ -
26	Upsize Charges L/S T-shirt ST360LS - 4XL	Each	0	$ 17.02	$ -
27	Upsize Charges S/S T-shirt Special Ops - ST360 - 2XL	Each	0	$ 12.98	$ -
28	Upsize Charges S/S T-shirt Special Ops - ST360 - 3XL	Each	0	$ 15.65	$ -
29	Upsize Charges S/S T-shirt Special Ops - ST360 - 4XL	Each	0	$ 16.98	$ -
30	Upsize Charges L/S T-shirt Special Ops - ST360LS - 2XL	Each	0	$ 14.32	$ -
31	Upsize Charges L/S T-shirt Special Ops - ST360LS - 3XL	Each	0	$ 16.98	$ -
32	Upsize Charges L/S T-shirt Special Ops - ST360LS - 4XL	Each	0	$ 18.32	$ -
32	Upsize Charges Sweatshirt - 2XL	Each	0	$ 16.35	$ -
33	Upsize Charges Sweatshirt - 3XL	Each	0	$ 18.44	$ -
34	Upsize Charges Sweatshirt - 4XL	Each	0	$ 18.44	$ -
35	Upsize Charges Mesh Shorts - 2XL	Each	0	$ 13.90	$ -
36	Upsize Charges Mesh Shorts - 3XL	Each	0	$ 15.69	$ -
37	Upsize Charges Mesh Shorts - 4XL	Each	0	$ 17.26	$ -
38	Upsize Charges Sweatpant - 2XL	Each	0	$ 15.46	$ -
38	Upsize Charges Sweatpant - 3XL	Each	0	$ 18.26	$ -
38	Upsize Charges Sweatpant - 4XL	Each	0	$ 21.06	$ -
39	Optional Badge Number Embroidery - Ball Cap	Each	0	$ 3.00	$ -
				TOTAL: OPTIONAL ITEM PRICING	$ -

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Exhibit C - GARMENT SPECIFICATIONS			CONTRACT # OFR/220360
HS2149/HS2481	POLY PANT	100% Polyester / VISA® Finish with Solarban® technology. 28 to 54 Waist inseam 28-36 Women's 4 to 24 inseam 28 to 34 or unhemmed	Horace Sentry Trouser-vendor will hem to appropriate length
HS1149/HS1494/HS1495/HS1190	L/S POLY SHIRT	100% Polyester / VISA® Finish with Solarban® technology. 28 to 54 Waist inseam 28-36 Women's 4 to 24 inseam 28 to 34 or unhemmed	Horace Sentry, Vendor will provide sew on Florida EMT/Paramedic patches on sleeve
HS1249/HS1496/HS1497/HS1292	S/S POLY SHIRT	100% Polyester / VISA® Finish with Solarban® technology. 28 to 54 Waist inseam 28-36 Women's 4 to 24 inseam 28 to 34 or unhemmed	Horace Sentry, vendor will provide sew on Florida EMT/Paramedic patches on sleeve
F5824/F5825	L/S POLO GREY	6.3 oz. 92% polyester / 8% spandex jersey. Small to 5XL Womens Small to 4XL	Propper Men's Edgetec long sleeve polo-Left chest embroidered with Maltese cross and Ocala City Seal in center, Right chest embroidered with Name & Rank, Back 2 Color screen print, embroidered USA flag on sleeve
F5802/F5803	S/S POLO GREY	6.3 oz. 92% polyester / 8% spandex jersey. Small to 5XL Womens Small to 4XL	Propper Men's tactical uniform polo-Left chest embroidered with Maltese cross and Ocala City Seal in center, Right chest embroidered with Name & Rank, Back 2 Color screen print, embroidered USA flag on sleeve
F5356	L/S POLO WHITE	4.2 oz 100% polyester piqué. Small to 5XL Womens Small to 4XL	Propper Men's tactical uniform polo-Left chest embroidered with Maltese cross and Ocala City Seal in center, Right chest embroidered with employee name & rank, embroidered USA flag on sleeve
F5355	S/S POLO WHITE	4.2 oz 100% polyester piqué. Small to 5XL Womens Small to 4XL	Propper Men's tactical uniform polo-Left chest embroidered with Maltese cross and Ocala City Seal, Right chest embroidered with employee name & rank, embroidered USA flag on sleeve
ST360	S/S DRIFIT TEE	3.8-ounce, 100% polyester jersey. Extra Small to 4XL	Sport-Tek Graphite heather shirt-Left chest screen printed with Maltese cross and Ocala City Seal (Black), Back of garment screen printed OCALA (Black) FIRE (Red) SERVING SINCE 1885 (Black)
ST360LS	L/S DRIFIT TEE	3.8-ounce, 100% polyester jersey. Extra Small to 4XL	Sport-Tek Graphite Heather shirt-Left chest screen printed Maltese cross and Ocala City Seal (Black), Back of garment screen printed OCALA (Black) FIRE (Red) SERVING SINCE 1885 (Black)
ST360 SPEC OPS	S/S DRIFIT SPEC	3.8-ounce, 100% polyester jersey. Extra Small to 4XL	Graphite Heather shirt-Left chest screen printed with Ocala Fire Rescue Special Operations logo (Black), Back screen printed with Ocala Fire Rescue Special Operations Team in (orange, black and white)
ST360LS SPEC OPS	L/S DRIFIT SPEC	3.8-ounce, 100% polyester jersey. Extra Small to 4XL	Left chest screen printed with Ocala Fire Rescue Special Operations logo (Black), Back screen printed with Ocala Fire Rescue Special Operations Team (orange, black and white)
JP68BK	SOFT SHELL	Shell: 96% Polyester / 4% Spandex Elastane. Black size Small to 4XL	Red Cap Men's Deluxe Soft Shell Jacket-Left chest embroidered with Maltese cross with City seal in the center (white), Right chest with employee name and rank (white), back OCALA (White) FIRE (Red)SERVING SINCE 1885 (White)
G18000	SWEATSHIRT	8-ounce, 50/50 cotton/poly. Navy size Small to 4XL	Navy sweatshirt- Left chest screen-printed with Maltese cross and Ocala City Seal (Black), Back of garment screen printed OCALA (Black) FIRE (Red) SERVING SINCE 1885 (Black)
112	BALLAP	60/40 cotton/polyester, 100% polyester mesh back	Navy Ballcap-OCALA (White) FIRE (Red) SERVING SINCE 1885 (WHITE embroidered *with option to embroidered employee badge number for extra charge
1501	BEANIE	100% turbo spun acrylic knit	Navy beanie-OFR embroidered on front in red with white outline
90072	TIE	Durable low maintenance Polyester	
74434/64446	APEX PANT	67% polyester/ 33% cotton Flex-Tac® canvas with mechanical stretch, 6.4-oz., Teflon™ finish. Navy size 28-48 Waist inseam 30-36	No screen printing needed
73334	APEX SHORTS	67% polyester / 33% cotton Flex-Tac® canvas, 6.4-oz., Teflon® finish. Navy waist 28-44	No screen printing needed
7219	MESH SHORTS	100% Polyester Pro Mesh with solid Tricot liner. Navy size Small to 4XL	Maltese cross with Ocala City seal white screen printed on one leg
G18400	SWEATPANTS	8 oz., 50% USA cotton, 50% polyester. Navy size Small to 3XL	Maltese cross with Ocala City seal white screen printed on one leg

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Polo Shirt

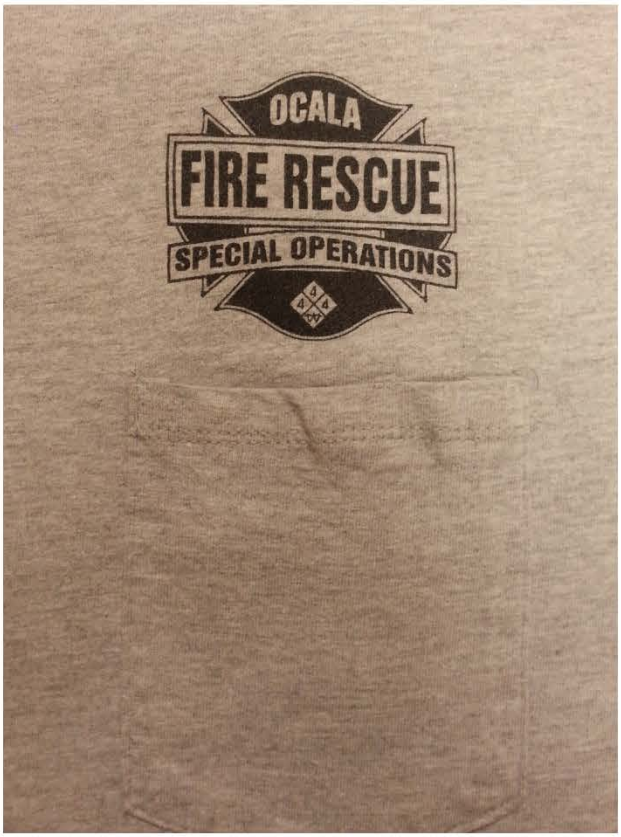
Front

Back

Doc ID: 16be40c56c3c476b607a60dd052e9adaab52ee3a

Special Ops Logos

Front:



Back:

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Size is 4” x 4” One (1) patch per shirt

Size is 4” x 4” One (1) patch per shirt

Dimensions

2" H

2.5 W

Exhibit F - Beanie and Ballcap Image

OFR/220630

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OFR Dimensions

1.25" H
3.25 W

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FILE NAME	FOR COUNCIL - Agr... (OFR 220630).pdf
DOCUMENT ID	16be40c56c3c476b607a60dd052e9adaab52ee3a
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SENT	**09 / 21 / 2022** 11:44:48 UTC-4	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Read's Uniforms, Inc. (david.george@readsuniforms.net), Ire Bethea Sr. (ibethea@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**09 / 24 / 2022** 08:14:58 UTC-4	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**09 / 24 / 2022** 08:15:27 UTC-4	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**09 / 24 / 2022** 10:36:11 UTC-4	Viewed by Read's Uniforms, Inc. (david.george@readsuniforms.net) IP: 35.131.182.202

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Agreement for Uniform Supply and Delivery...
FILE NAME	FOR COUNCIL - Agr... (OFR 220630).pdf
DOCUMENT ID	16be40c56c3c476b607a60dd052e9adaab52ee3a
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SIGNED	**09 / 24 / 2022** 10:37:31 UTC-4	Signed by Read's Uniforms, Inc. (david.george@readsuniforms.net) IP: 35.131.182.202
VIEWED	**09 / 25 / 2022** 22:31:03 UTC-4	Viewed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.250.64
SIGNED	**09 / 25 / 2022** 22:32:40 UTC-4	Signed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.250.64
VIEWED	**09 / 26 / 2022** 08:22:10 UTC-4	Viewed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**09 / 26 / 2022** 08:22:20 UTC-4	Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**09 / 26 / 2022** 08:22:20 UTC-4	The document has been completed.

Legislation Details (With Text)

File #:	2022-1471		
Type:	Agenda Item	**Status:**	Agenda Ready
File created:	9/6/2022	**In control:**	City Council
On agenda:	9/20/2022	**Final action:**	
Title:	Approve three-year agreement with Read's Uniforms, LLC to provide uniforms for Ocala Fire Rescue personnel with an estimated aggregate expenditure of $212,490		
Sponsors:			
Code sections:			
Attachments:	1. FOR COUNCIL - Agreement for Uniform Supply Services (OFR 220630), 2. BID TABULATION.pdf		

Date	Ver.	Action By	Action	Result

Submitted By: Beth Antis

Presentation By: Clint Welborn

Department: Fire and Emergency Services

STAFF RECOMMENDATION (Motion Ready):
Approve three-year agreement with Read's Uniforms, LLC to provide uniforms for Ocala Fire Rescue personnel with an estimated aggregate expenditure of $212,490

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
Bid released to the public: 7/26/2022

BACKGROUND:
The City provides all Ocala Fire Rescue employees an annual allowance of $300 for the purchase of fire department uniform apparel. The annual allowance is negotiated in the Collective Bargaining Agreement ("CBA") between the City and the IAFF Local 2135 (Firefighter Union). The City's current agreement for the provision of fire rescue uniforms expires on September 30, 2022.

FINDINGS AND CONCLUSIONS:

To remain in compliance with the CBA, the City issued its Invitation to Bid ("ITB") No.: OFR/220360 for the provision of fire rescue uniforms on July 26, 2022. Five (5) bids were received and Read's Uniforms, LLC was found to be the lowest responsive and responsible bidder. The bid submitted by Image First Uniforms d/b/a

Madim LLC was rejected after being found to be non-responsive due to not meeting minimum bid requirements.

Bidder Name	Office Location	Total Bid Amount
Read's Unforms LLC	Asheville, NC	**$ 70,830.20**
DesignLab, Inc.	Orlando, FL	$ 76,939.15
Seacoast Embroidery, Inc.*	Atlantis, FL	$ 87,960.30
Alpha One Appareal, LLC	Memphis, TN	$ 88,784.46
~~*Image First Uniforms dba Madim LLC***~~	~~Englewood, NJ~~	~~$ 52,331.93~~

** Did not submit line item pricing, only provided a total bid amount.*

***Bid rejected for unresponsiveness.*

FISCAL IMPACT:
The estimated annual expenditure for fire rescue uniforms is $70,830.20. Funding was included in the Fire Rescue FY23 Budget account 001-19-019-522-52-52010 Operating Supplies-Other.

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
The agreement will be reviewed and approved for form and legality by the City Attorney, Robert W. Batsel Jr.

ALTERNATIVE:
Deny, Amend, Table

File #: 2025-2024 Agenda Item #: 10i.

Submitted By: Todd Swanson

Presentation By: Todd Swanson

Department: Human Resources and Risk Management

FORMAL TITLE:
Collective bargaining agreements with the Police Officer Bargaining Unit and the Lieutenants and Sergeants Bargaining Unit of the Fraternal Order of Police Lodge #129 for the period of October 1, 2025, through September 30, 2028

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable, Engaged Workforce

PROOF OF PUBLICATION:
N/A

BACKGROUND:
On April 28, 2025, the parties began negotiating the terms for successor collective bargaining agreements (CBAs) and, on August 18, 2025, tentative agreements were reached. The Fraternal Order of Police ratified the CBAs on September 2 and 3, 2025.

FINDINGS AND CONCLUSIONS:
The City management team agrees with the terms of the CBAs and recommends approval.

FISCAL IMPACT:
The costs associated with the terms of these agreements are included in the Fiscal Year 2025-26 budget and will be transferred to the Ocala Police Department's budget upon approval.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The proposed CBAs have been reviewed for form and legality by the City's labor attorney, John W. Keller.

ALTERNATIVE:
Continue to bargain for an acceptable agreement.

Collective Bargaining Agreement

between

The City Of Ocala

and

Florida State
Fraternal Order Of Police Lodge #129
POLICE OFFICER

October 1, 2025, through
September 30, 2028

TABLE OF CONTENTS

Article	Page
Article 1 - Recognition	4
Article 2 - Dues Deductions	5
Article 3 - Probationary Period	6
Article 4 - Extent/Construction of Agreement	7
Article 5 - Prohibited Strikes/Activities	9
Article 6 - Grievance Procedure	11
Article 7 - Discipline	16
Article 8 - Interrogation/Internal Affairs	20
Article 9 - Firearms	21
Article 10 - Rules and Regulations	22
Article 11 - Employee Duties	23
Article 12 - On-the-Job Injuries	24
Article 13 - Negotiations	26
Article 14 - Union Notification Procedures	28
Article 15 - Personnel Files	30
Article 16 - Education	31
Article 17 - Insurance	33
Article 18 - Overtime & Compensatory Time	34
Article 19 - Hours of Work / Shift Differential	37
Article 20 - Job Transfers, Posting and Shift Bids	38
Article 21 - Funeral Details	41
Article 22 - Holidays	42
Article 23 - Uniforms	43
Article 24 - Vehicles	45
Article 25 - Meals and Rest Breaks	46
Article 26 - Wages	47
Article 27- Prohibition of Discrimination	49

Article 28 - Leave for Funeral 50
Article 29 - Medical Leave of Absence 51
Article 30 - Substance Abuse Policy 52
Article 31 - Promotions 55
Article 32 - Vacation/Paid Time Off (PTO) 56
Article 33 - Sick Leave 60
Article 34 - Outside Employment 62
Article 35 - Military Leave 64
Article 36 - Blood Bank 65
Article 37 - Care of Animals 66
Article 38 – Pension 67
Article 39 - Entire Agreement 70
Article 40 – Duration 71
Signature Page 72
Appendix A - Authorization for FOP Dues Deduction 73
Appendix B - Revocation of FOP Dues Deduction 74
Appendix C - Grievance Form 75
Appendix D – Authorization for Reoccurring FOP Vacation Donation 78

ARTICLE 1 RECOGNITION

1.1 The City recognizes the Florida State Lodge, Fraternal Order of Police, as the sole and exclusive bargaining agent in respect to rates of pay, hours and other conditions of employment of the following described unit certified in Case No. RC-88-074 by the Florida Public Employee Relations Commission (PERC):

INCLUDED: All full-time sworn employees at the rank of POLICE OFFICER employed by the City.

EXCLUDED: All other employees of the City.

1.2 For purposes of this Agreement, the words “employee”, “employees” shall hereinafter refer to those persons included in the recognized unit identified in Section 1.1 above.

1.3 For the purposes of this Agreement, wherever the word “Union” is used, it shall be interpreted as the Florida State Lodge, Fraternal Order of Police.

1.4 For purposes of this Agreement, wherever the word “City” is used it shall be interpreted as either the City of Ocala or the Ocala Police Department, or both, as appropriate.

****

ARTICLE 2 DUES DEDUCTIONS

2.1 Employees shall have the right to become or remain members of the Union, or to withdraw from Union membership at any time.

2.2 Employees may authorize the deductions of Union dues by signing, dating and forwarding to the City of Ocala Human Resources Department a payroll deduction form (Appendix A) provided by the Union.

2.3 Employees may revoke the authorization by signing, dating, and delivering a form (Appendix B) to that effect to the City of Ocala Human Resources Department.

2.4 The authorizations provided in Section 2.2 above and the revocations of authorizations provided in Section 2.3 above will be acted upon by the City on the next regularly scheduled pay period following receipt by the City, provided there is at least fourteen (14) days from receipt to the end of the pay period. If less than fourteen (14) days, the City will act upon said authorizations/revocations on the next regularly scheduled pay period thereafter.

2.5 The Union will notify the City of Ocala Human Resources Department Commander of the Support Operations Bureau as to the amount of regular dues to be deducted, and any changes in dues authorized by the membership, in writing over the signature of an authorized officer of the Union. The Union will so notify the City of any changes in dues at least thirty (30) days in advance of the effective date of such changes.

2.6 The City will deduct regular dues from employees authorizing the same each pay period. In accordance with the established payroll schedule (biweekly), the City will transmit to the FOP or its designated depository, sent to 2641 N Magnolia Ave, Ocala FL 34475 or agreed upon ACH method, the regular dues deducted with a listing of contributing employees for the pay period. Such transmittals will occur in a timely fashion, but not later than ten (10) days from the specified pay day.

2.7 The Union holds the City harmless from all claims made against the City for deductions of Union dues.

2.8 The City will not assess an administrative fee to the Union for the payroll deduction of dues.

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ARTICLE 3 PROBATIONARY PERIOD

3.1 Employees under this agreement shall have a probationary period of one (1) year beginning with an employee's date of hire, if certified, or beginning with an employee's date of certification if not certified.

3.2 Successful completion of the Field Training Evaluation Program (FTEP) is among the requirements an employee must meet to complete probation. The City will schedule employees to commence Field Training Evaluation (FTE) in sufficient time to permit completion of FTE during the probationary period. Probationary employees who miss one or more regular duty days while in the Field Training Evaluation Program will have their FTE extended by the number of regular duty days missed.

3.3 Probationary employees are eligible to receive only the following benefits as applicable under terms specified elsewhere in this Agreement: regular wage rates; shift differentials; meal breaks; overtime pay or compensatory time; holidays including floating holidays after completion of the Department's Field Training Evaluation Program (FTEP); life insurance; group health insurance on the first day of the month following thirty consecutive days of employment; uniforms and equipment; worker's compensation; long term disability; and accrual of vacation and sick leave credits during the period of probation.

3.4 Probationary employees shall not have access to the grievance procedure contained in this Agreement with respect to grievances over extension of the probationary period, extension of the Field Training Officer Program and dismissal from employment; or may a grievance be filed on behalf of probationary employees where the probationary employee cannot file a grievance under this Section.

3.5 An employee will be evaluated by their immediate superior during the sixth and twelfth months of the probationary period. The decision as to whether the employee has successfully completed probation, or will have their probationary period extended beyond normal completion, resides solely with the Chief of Police.

3.6 Employees who are promoted in rank or position shall be employed on probation in that rank or position for a period of six (6) months from the date of promotion, provided that the six-month promotional probationary period will not alter the Department's general requirement that an employee have twelve (12) months service in grade before being eligible for promotion to any new rank or position. Promotional probation shall only be for that rank or position to which an employee is promoted and not the same as an entry level probation as outlined in 3.1 – 3.6.

****

ARTICLE 4 EXTENT AND CONSTRUCTION OF AGREEMENT

4.1 The City will not discontinue any employee rights and privileges provided by City Ordinance or written policy issued by the Chief of Police.

4.2 The City and the Union agree and intend that the City retains unilaterally all powers and prerogatives it possessed prior to Certification of the Union, unless such powers and/or prerogatives are consciously, knowingly, deliberately, specifically, expressly and unambiguously surrendered by the City in this Agreement.

4.3 Such unilateral powers and/or prerogatives of the City are, but not limited to:

4.3.1 To manage the Police Department and exercise sole, exclusive control and discretion over the organization of the Department and the operations thereof;

4.3.2 To determine the purpose and functions of the Department and its constituent divisions and units, and to determine the utilization of technology, including the introduction of new or improved methods or facilities or the changing of existing methods or facilities;

4.3.3 To determine, formulate, adopt, publish, modify, enforce and implement such policies, programs, standards, rules and regulations as are deemed by the City, solely at its discretion, to be necessary for the operation and/or improvement of the Police Department;

4.3.4 To set methods and means of operations, and standards of service to be offered by the Police Department, and to subcontract such operations and services to the extent deemed practical and feasible by the City;

4.3.5 To decide the number, location, design and maintenance of the Department's facilities, supplies, and equipment;

4.3.6 To determine the qualifications of all employees; to select, examine, hire, classify, train, layoff, assign, schedule, retain, transfer, promote, direct and manage all employees; and to establish, disestablish or modify the number, types, grades, and classifications of positions or employees in the Department, provided however, that any such layoff shall be done in inverse order of rank, and where rank is equal, in inverse order of time in rank and where time in rank is equal, in inverse order of time employed in the Department;

4.3.7 To maintain discipline of employees, including the sole and exclusive right to make rules and regulations not in conflict with this Agreement, provided however, that any dispute as to whether such rules and

regulations conflict with this Agreement shall be subject to the grievance procedure of this Agreement, provided further that the decision of the Arbitrator with regard to the validity of the rule in question shall be determinative in any future cases involving the validity of the same rule;

4.3.8 To discharge, demote, suspend, or discipline employees for cause provided the provisions of this Agreement are observed. However, probationary employees defined in Article 3.1 may be discharged by the City and said action shall not be subject to the grievance procedure in this Agreement;

4.3.9 To increase, reduce, or change the composition and size of the work force; and;

4.3.10 To establish, delete or change the police-related job duties, assignments or job requirements of employees not to include the requirements for promotion contained in Article 31 of this Agreement.

4.4 Whenever it is determined by federal, state, or local government authority that a civil emergency exists (riot, civil disorder, hurricane, etc.), the provisions of this Agreement may be suspended by the Mayor or by the Chief of Police during the time of the declared emergency provided that the wage rates and monetary fringe benefits shall not be suspended. Any grievance arising during the suspension of this Agreement during a civil emergency may be pursued upon termination of the declared emergency.

4.5 It is expressly understood by the parties to this Agreement that the City shall not be deemed to have waived or modified any of the powers or prerogatives reserved by the City under this Article by not exercising said powers or prerogatives either on a particular matter or in a particular manner.

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ARTICLE 5 PROHIBITED STRIKES AND RELATED ACTIVITIES

5.1 For purposes of this Article, the term "strike" is defined as the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with the City for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of such employment or for any other reason; the participation in a deliberate and concerted course of conduct which adversely affects the services of the City; the concerted failure of employees to report for work after the expiration of this Agreement or a succeeding agreement; and picketing in furtherance of a work stoppage regardless of purpose, e.g., picketing in furtherance of a strike in protest of an alleged unfair labor practice or a strike over a dispute not cognizable under the provisions of the grievance procedure contained in this Agreement shall violate this Article.

5.2 The term "strike" shall also mean any overt preparation to engage in the activities prohibited by this Section, including, but not limited to, the establishment of strike funds with regard to the above-listed activities.

5.3 All strikes are prohibited whether they occur before, during or after the term of this Agreement.

5.4 If the Union, or any officer, agent, or representative of the Union engages in a strike, the City may file suit in an appropriate forum to enjoin said strike, and to seek a fine against the Union up to $5,000 for said strike..

5.5 The Union shall be responsible for such fines and damages if it participates, instigates, supports in any manner, authorizes, condones, excuses, ratifies or acquiesces to a strike.

5.6 Any employee who engages in a strike shall be terminated by the City effective with the date of the strike.

5.7 During a strike, any employee who is absent from any portion of their work assignment without authorization by the City or who abstains wholly or in part from the full performance of their duties will be presumed to have engaged in a strike.

5.8 No employee who participates in such a strike shall be entitled to any daily pay, wages, or any other benefits for the day(s) during which said strike occurs.

5.9 In the event of any grievance by an employee over their dismissal for engaging in any of the activities prohibited by this Article, and following due process procedures as outlined in this Agreement and Departmental Directives, the arbitrator shall sustain the dismissal and deny the grievance if the employee engaged in the activities prohibited by this Article.

****

ARTICLE 6 GRIEVANCE PROCEDURE

6.1 For purposes of this Article, a "grievance" is defined as a dispute alleging a specific violation of this Agreement. However, nothing in this agreement shall preclude discussions, between employees and the City's supervisors or managers, to attempt resolution of problems in employment. However, if the problem is a grievance as defined herein, then the employee shall follow the steps and time limits provided in this grievance procedure. For purposes of the time limits provided in this Article, the dispute arises when a decision is made.

6.2 Employees shall follow all written and oral directives even if such directives are allegedly in violation of this Agreement. Compliance with such directives shall not prejudice in any way the employee's right to file a grievance. Employee(s) who refuse to follow directives pending the outcome of a grievance shall be subject to discipline as outlined in Article 7 of this Agreement, unless said directive is known to be a violation of criminal law.

6.3 For purposes of this Article, "working days" are defined as Monday through Friday, excluding any holidays provided in Article 22 of this Agreement should said holidays occur Monday to Friday.

6.4 Every grievance hereunder must specify: (a.) the Article and Section of Article alleged to have been violated; (b.) the alleged conduct violating the Agreement; (c.) the date, time, and place of the alleged conduct; (d.) the identity of the individual(s) committing the alleged conduct; and (e.) the remedy sought for the alleged violation.

6.5 All time limits for filing and further processing of grievances as provided in this Article shall be followed unless mutually extended in writing by the parties to the Agreement. Any grievance not filed or appealed in compliance with said time limits will be deemed settled and shall be foreclosed for all contractual and legal purposes. A grievance not answered within the time limits in this Article shall entitle the aggrieved employee to proceed to the next step.

6.6 Grievances must be signed and dated by an aggrieved employee or the Union Staff Representative of record. Where a grievance is filed as a "class action" on behalf of two or more aggrieved employees, all of whom have common duties, functions and responsibilities and all of whom have the same grounds for action, said grievance will be filed by the Union Staff Representative of record with the lowest level of common supervision among the aggrieved employees. Where a grievance is filed as a "class action" on behalf of any or all employees, no individual employee may file a separate grievance.

6.7 The aggrieved employee(s) may request representation of their choosing at any meeting called pursuant to this Article. However, the unavailability of a representative shall not be reason for extending any time limits of this Article, except as provided in Section 6.5 herein. Nothing in this Agreement shall be construed to prohibit an

employee if they so choose from processing their own grievance without representation where the adjustment, if any, of said grievance is not inconsistent with the terms of this Agreement.

6.8 All grievances filed by an employee shall be subject to the contractual grievance procedure provided by this Article, unless the employee elects on the grievance form (Appendix C) to use the grievance procedure provided under current Departmental Directives. An employee must elect which procedure they will use when the grievance is filed, and such decision shall be binding.

6.9 All grievances will be filed, investigated, presented, appealed and otherwise processed under this Article during the off-duty hours of the aggrieved employee and the off-duty hours of any Union representative(s), if any, unless prior approval is obtained from the Chief of Police or his designee to do so on-duty, except that for purposes of STEP ONE of the grievance procedure, the employee and their immediate supervisor may hold any informal discussion on a grievance while both the employee and the supervisor are on duty, provided further that an employee may hand deliver their written grievance at STEP TWO and above to the applicable supervisor(s) during the employee's normal working hours providing doing so does not disrupt normal work productivity.

6.10 The Union hereby indemnifies, defends and holds harmless the City, its officers, officials, agents and employees against any claim, demand, suit or liability and for all legal fees and costs arising from any action taken or not taken by the Union with respect to processing or not processing grievances under this Article.

6.11 Each party and the employee shall bear the full cost of their representation, if any, at all levels of this grievance procedure, including arbitration.

6.12 In STEP TWO and STEP THREE below the aggrieved employee is responsible for personally presenting their grievance to the appropriate supervisor and the supervisor is responsible for personally presenting their response to the aggrieved employee. Delivery by mail, dropping in a box or basket, etc., will not be sufficient. However, a class action grievance such as referenced in Section 6.6 and is defined as a grievance brought by Union representative(s) on behalf of two or more persons of the same class, all of whom have common duties, functions and responsibilities and all of whom have the same grounds for action may be either hand delivered or delivered certified mail to a specific person. For said "class action" grievance filed by certified mail, the time of deliverance shall be the time of personal receipt of the certified mail.

A class action grievance cannot be instituted where disciplinary action or potential disciplinary action is involved. A class action grievance must:

- Identify the class with particularity,
- Identify the specific nature of the grievance of the class,
- Contain a complete statement of the grievance and facts upon which it is

based,
- Contain a specific statement regarding the remedy or correction requested, and
- Identify the section or sections of the Agreement alleged to have been violated,
- Contain two or more names of the aggrieved employees.

When the aggrieved action is taken by a supervisor or managerial employee above the rank of Sergeant, the written grievance shall be filed at that level of supervision. (i.e., if the action was taken by a Captain, the grievance will be filed at STEP TWO; if taken by a Bureau Major, at STEP THREE; and if taken by the Deputy Chief of Police, at STEP FOUR.) However, this does not preclude the employee from having an informal discussion with the supervisor in an attempt to resolve the grievance prior to reducing the grievance to writing.

6.13 STEP ONE -- In the event an employee has a grievance, the aggrieved employee will reduce the grievance to writing and present the grievance to their immediate supervisor within seven (7) working days of the incident giving rise to the grievance, or the date on which the employee or Union reasonably should have known of the incident. The immediate supervisor shall have seven (7) working days from the discussion in this Step to respond.

6.14 STEP TWO -- If the aggrieved employee is dissatisfied with the response at STEP ONE or if there has been no timely response at STEP ONE, they must reduce their grievance to writing and present their grievance to the next supervisory level within the chain of command within seven (7) working days of the response at STEP ONE, or if no such response within seven (7) working days of the expiration of the response period provided at STEP ONE. This supervisor shall have seven (7) working days to respond. If the aggrieved employee is dissatisfied with the response at Step TWO, they shall proceed immediately to STEP THREE.

6.15 STEP THREE -- If the aggrieved employee is dissatisfied with the response at STEP TWO, or if there has been no timely response at STEP TWO, they may present their grievance to their Bureau Major within seven (7) working days of the response at STEP TWO, or if no such response, within seven (7) working days of the expiration of the response period provided at STEP TWO. The Bureau Major shall have seven (7) working days to respond. If the aggrieved employee has no Bureau Major, the aggrieved employee shall proceed immediately to STEP FOUR.

6.16 STEP FOUR -- If the aggrieved employee is dissatisfied with the response at STEP THREE, or if there has been no timely response, he may appeal the grievance by presenting it within seven (7) working days of the response at STEP THREE, or if no such response within seven (7) working days of the expiration of the response period provided at STEP THREE, to the Deputy Chief of Police. The Deputy Chief of Police shall have seven (7) working days to respond.

6.17 STEP FIVE -- If the aggrieved employee is dissatisfied with the response at STEP FOUR, or if there has been no timely response, he may appeal the grievance by presenting it within seven (7) working days of the response at STEP FOUR, or if no such response within seven (7) working days of the expiration of the response period provided at STEP FOUR, to the Chief of Police. The Chief of Police shall have seven (7) working days to respond. Decisions of the Chief of Police under this Grievance Procedure will not be overridden except by an arbitrator pursuant to this Article.

6.18 In all the aforementioned STEPS of the grievance process, the stated time periods will be extended by any days that the aggrieved employee or the responding party is away from the work site due to leave, training, or travel.

6.19 ARBITRATION -- If the aggrieved employee is dissatisfied with the response at STEP FIVE, the grievance may be referred by the aggrieved employee to arbitration as hereinafter provided. If the Union is representing the aggrieved employee(s), the Union may choose not to proceed to arbitration based on the merits of the grievance.

6.19.1 The Union or the aggrieved employee shall notify the Chief of Police and the Mayor within seven (7) working days of the response at STEP FIVE of the intent to invoke arbitration, or the grievance shall be considered settled on the basis of the decision at STEP FIVE.

6.19.2 The party wishing to go to arbitration shall notify the Federal Mediation and Conciliation Service and request a list of seven (7) persons who shall not be affiliated with the City or the Union, nor be employees of any Federal or State Agency, to serve as arbitrator. The City and the Union shall each alternately strike three of the persons so named and the seventh or remaining person so named shall be the arbitrator. The party bringing the arbitration shall strike the first name. Either party has the right to reject, entirely, the first panel provided by the Federal Mediation and Conciliation Service.

6.19.3 Unless otherwise mutually agreed by the Union and the City, the arbitrator shall hear only one grievance at a time.

6.19.4 The arbitrator shall have no power to: add to, disregard, subtract from or modify the terms of this Agreement or any amendments hereto; establish or change any wage or wage structure; order any change in City practice which is not in violation of the express provisions of this Agreement; rule in any dispute regarding the standards of service the City chooses to provide; grant relief beyond the termination of this Agreement, nor retroactively prior to the execution date of this Agreement; rule upon any previously decided; consider any grievance not processed in accordance with the time limits of this Article; consider, revise or alter the City's judgment as to what constitutes minimum requirements for (a.) quality and quantity of work, or (b.) good cause for discipline as defined in Article 7, "Discipline"; rule in any dispute as to Agreement formation or termination; or disregard any principle of construction set forth in this

Agreement.

6.19.5 In the event that a transcript of a hearing before an arbitrator is prepared, the party ordering the transcript shall pay the cost thereof. In the event more than one party desires a copy of the transcript, the cost of said transcript will be paid in proportion to the number of parties requesting the transcript. Neither the Union nor the aggrieved employee or anyone acting on their behalf shall attempt to avoid the cost of a transcript by requesting a copy of the transcript pursuant to the Public Records Act, or otherwise.

6.19.6 Arbitrator's fees and expenses will be shared equally by the Union and the City as parties to the issue being decided through arbitration.

6.19.7 In the event an employee rather than the Union elects to invoke arbitration, the employee shall deposit in the Registry of the Clerk of the Court for Marion County an amount of money estimated by the arbitrator to be sufficient to cover the arbitrator's fees and expenses. Such deposit shall be promptly forwarded to the arbitrator upon presentation of a bill for such services following the rendering of the arbitrator's decision.

6.19.8 The arbitrator shall render a written decision and opinion to the parties as soon as practicable, but in no event after forty-five (45) calendar days from the submission of post-hearing briefs, if any, or within forty-five (45) calendar days of the close of the hearing if no briefs are to be submitted.

6.19.9 The decision of the arbitrator is final and binding on all parties to the Arbitration and the grievance shall be considered resolved.

6.19.10 The arbitrator shall not construe this Agreement in any way which supersedes or preempts applicable laws, ordinances, statutes, or the City of Ocala Charter.

6.19.11 The only obligations binding on the City and the Union are those set forth in the four corners of this Agreement.

6.19.12 In the event of a "past practice" grievance, the arbitrator will determine if the alleged past practice exists.

****

ARTICLE 7 DISCIPLINE

7.1 The City will follow a system of progressive discipline for non-serious misconduct. However, in cases of serious misconduct as defined below, the Chief of Police may elect to impose more severe discipline, including suspension, demotion, or dismissal, on the first offense. This in no way is a waiver of members' rights and protections guaranteed by Florida Statute 112. Disciplinary actions will be administered based on the severity and frequency of the offense, as outlined in the provided guidelines, categorized into five levels. Depending on the level and occurrence, discipline may range from a written reprimand to suspensions of varying lengths, potential demotion, or dismissal. In applicable cases, discipline may also include the suspension of take-home vehicle privileges for a specified period, though both suspension and loss of vehicle use are not necessarily imposed together. The specific consequences will be determined by the Chain of Command, ensuring proportionality to the misconduct while maintaining flexibility to address individual circumstances. The levels of progressive discipline are as follows:

- **Level One**

First Occurrence	Written reprimand
Second Occurrence	Written reprimand to 1 day Suspension
Third Occurrence	Written reprimand to 3 days suspension, and suspension of take-home vehicle for up to 7 workdays
Fourth Occurrence	Written reprimand up to 5 days suspension, and suspension of take-home vehicle for up to 28 workdays
Fifth Occurrence	Up to 10 days suspension, and suspension of take-home vehicle for up to 60 workdays, and/or demotion or dismissal

- **Level Two**

First Occurrence	Written reprimand to 3 days Suspension
Second Occurrence	Written reprimand up to 5 days suspension, and suspension of take-home vehicle for up to 14 workdays
Third Occurrence	Up to 10 days suspension, and suspension of take-home vehicle for up to 40 workdays, and/or demotion or dismissal

- **Level Three**

First Occurrence	Written reprimand, up to 5 days suspension, and suspension of take-home vehicle for up to 21 workdays
Second Occurrence	5-10 days suspension, and suspension of take-home vehicle for up to 42 workdays
Third Occurrence	10 days to 20 days suspension, and suspension of take-home vehicle for up to 90 workdays, and/or demotion or dismissal

- **Level Four**

First Occurrence	5 -10 days suspension, and suspension of take-home vehicle for up to 60 workdays, and/or demotion or dismissal
Second Occurrence	10-20 days suspension, and suspension of take-home vehicle for up to 90 workdays, and/or demotion or dismissal

- **Level Five** _____

  First Occurrence — 20 days suspension, and suspension of take-home vehicle for up to 120 workdays, and/or demotion or dismissal

7.1.1 The progressive/cumulative discipline will be administered as an individual occurrence regardless of the number of violations. Such discipline will be applied on a two-year period based upon the progressive discipline levels of occurrence.

7.1.2 The City may elect to take individual circumstances into consideration and may elect to administer no discipline or lesser discipline than that called for in this Article.

7.1.3 In connection with any of the progressive discipline provided in this Section, employees may also be placed on disciplinary probation by the City for good or just cause. Disciplinary probation shall not exceed one (1) year in length. Placing an employee on disciplinary probation, however, does not alter the progressivity required in this Article. Disciplinary probation in this section shall not prohibit the employee of the grievance procedure as stated in the Agreement.

7.2 In any arbitration arising out of the imposition of any discipline, the arbitrator shall not consider or admit any evidence relating to the grievant's work record or prior offenses or discipline other than if the previous offense was entered in the employee's personnel file, that the employee had notice thereof, and that a timely grievance was or was not filed (and if a grievance was filed, the final disposition thereof).

7.2.1 The arbitrator may rescind or reduce the discipline imposed by the City only:

(a) if, in a "non-serious" case, the progressivity required in Section 7.1 was not followed, and

(b) in any case, when the employee did not engage in the conduct attributed to him.

7.2.2 The arbitrator may not import into the arbitration proceedings criminal standards of jurisprudence.

7.3 The "misconduct" or "conduct" for which an employee may be disciplined is not limited to willful misconduct. Discipline may be imposed for any conduct which falls short of what an employer may reasonably expect and require of any employee.

7.3.1 The City may elect to take such circumstances into consideration, and based on such consideration may elect to administer no discipline, or lesser discipline than that called for in this Article; provided however, that no such instance of forbearance or administration of lesser discipline may be introduced in any subsequent arbitration proceeding involving that or another employee.

7.4 "Serious" misconduct necessitating suspension, demotion or discharge on the first offense at the City's election, shall be deemed to be that class of offense which seriously violates, or could seriously violate the personal or property interests of the City, its citizens or any individual employed by the City, and/or in the City's interest in maintaining an orderly and efficient work place and in providing quality law enforcement service.

7.4.1 "Serious Misconduct" is defined and exemplified in Departmental Directives will constitute a serious offense under this Article.

7.4.1 Sustained charges of “misconduct” must identify the specific conduct that violates an agency policy, procedure, directive or law.

7.5 "Non-serious" misconduct for which progressive discipline may be imposed includes misconduct not defined as "Serious Misconduct" by Departmental Directives, nor deemed "Serious Misconduct" by the Chief of Police.

7.6 The City reserves the right to take any and all lawful measures necessary to prevent and detect misconduct.

7.7 All discipline will be documented, a copy provided to the employee who acknowledges receipt by their signature, with a copy approved by the Chief of Police being placed in the employee's official personnel file.

7.8 If in any disciplinary action an employee receives suspension, the employee may have the option of using **compensatory time** up to a maximum of 40 hours during a two-year period.

7.9. Documentation of disciplinary action taken against an employee will be maintained according to the “General Records Schedule for State and Local Government Agencies (Schedule GS1-SL)”, as follows:

7.9.1 In cases involving informal and/or formal discipline, the documentation will be held indefinitely. Pursuant to GS1-SL, public agencies may retain their records longer than the minimum retention periods set. The retention period is at the discretion of the public agency as long as the retention period is set forth by GS1-SL is not reduced.

7.10 Other than the “CRB,” civilian employees shall not be used for any review process that could result in the discipline of a sworn member, including but not limited to internal investigation (IA) review boards, pre-disciplinary panels, and or shooting review boards. Such panels or review boards will be comprised of full-time, sworn police officers only. Civilian employees may be interviewed as witnesses or experts during an internal review if necessary.

7.11 In reference to at-fault city vehicle crashes, the following applies:

1. **Minor Violation:** One caused by slight negligence or carelessness, which does not have the potential for serious bodily injury or a high level of property damage. Example: backing slowly and hitting a tree, pole or mailbox; slowly moving forward and striking another vehicle. **(LEVEL 2)**

2. **Serious violation:** One caused by greater negligence or carelessness, which has a potential for bodily injury and/or property damage. Examples: a crash caused by speeding above the posted limit, a crash caused by improper passing, or a crash caused by a violation of right-of-way. **(LEVEL 3)**

3. **Extreme Violation:** One caused by driving a vehicle in a reckless or irresponsible manner, or with gross disregard for the safety of life or property, or which exhibits willful abuse of authority. Examples: a crash caused by flagrantly running a red light or stop sign during an emergency response, a crash caused by unreasonable/extreme speeds. Any crash involving an extreme violation whereby extensive property damage, or serious bodily injury and/or death occurs may result in discipline up to including termination. **(LEVEL 5)**

7.11.1 The Crash Review Board (CRB) shall determine the fault and classification of department vehicle involved crashes and provide disciplinary recommendations to the administration based on these guidelines.

7.11.2 The CRB may also recommend remedial driver training for any department member involved in an at-fault, on-duty crash based on the totality of circumstances.

7.11.3 The circumstances described at each violation level do not encompass all scenarios and are provided as guidelines only. The CRB should consider the totality of all circumstances for each department vehicle involved crash.

7.11.4 When a member is subject to a take-home vehicle suspension, their assigned vehicle shall be parked at the Ocala Police Department when not being used for official duties. Ten (10) minutes at the beginning and end of a member's shift shall be allotted for the member to load and unload their vehicle while on duty.

7.11.5 Any member found in violation of a take-home vehicle suspension shall have their take-home vehicle privileges permanently revoked until reinstated by the Chief of Police.

7.11.6 Discipline received under this section, including that as a result of CRB findings, shall be subject to the grievance process as defined in Article 6 of the Collective Bargaining Agreements.

7.11.7 Any discipline issued under Section 1. Minor Violation, a 1st and 2nd occurrence shall not apply to Article 31.4 (Promotions) of the Police Officer's Collective Bargaining Agreement.

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ARTICLE 8 INTERROGATION/INTERNAL AFFAIRS PROCEDURES

8.1 In all interrogations of employees conducted by the City that could result in an employee's discipline, suspension, demotion or termination, the City will comply with the provisions set forth in Chapter 112, Part VI, Florida State Statutes, as amended from time to time, commonly referred to as the Law Enforcement and Correctional Officer's Bill of Rights.

8.2 The employee who is the subject of the complaint or disciplinary hearing shall be afforded the right to be represented by an attorney or representative of their choice.

8.3 The subject officer shall be afforded the opportunity in accordance with F.S. 112 to review all the witness and complainant statements, regardless of form, immediately prior to the subject officer giving their statement. The representative or attorney shall be afforded the right to be in the same room as the subject officer while the officer reviews said documents. After the subject officer reviews each statement, the officer and representative shall then have the right to leave said interview room and shall have the right to discuss each and every statement before the officer gives their statement.

8.4 Telephone complaints may not be used as the sole basis for disciplinary action against an employee unless the identity of the complainant is corroborated by law enforcement.

8.5 Submission to a polygraph examination must be a voluntary action. Polygraph examinations shall not be administered without the subject’s written approval or waiver.

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ARTICLE 9 FIREARMS

9.1 The department will issue to employees the firearms and ammunition for use on or off duty as specified in Departmental Directives.

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ARTICLE 10 RULES AND REGULATIONS

10.1 All City rules, regulations, policies or procedures now in existence or hereafter promulgated at the discretion of the City, shall remain in effect unless altered or deleted by the City in its discretion, or unless in conflict with this Agreement. Employees affected by such change in rules, regulations, policies, or procedures shall be notified of the change by the City.

10.2 No such rule, regulation, policy, or procedure or portion of the preceding shall be altered by this Agreement unless such alteration is specifically, unambiguously, and expressly provided by this Agreement.

10.3 Employees shall be required to observe and comply with all current and future rules and regulations as set forth in Departmental Directives and any other written or oral rules, regulations, and other directives promulgated by City supervision or management.

10.4 The Department will provide copies of all written or published directives to each employee. Employees will sign for (or electronically verify) receipt of such copies.

10.5 Employees may raise as defense to any disciplinary action for violation of any rule, lack of notice of that rule.

10.6 Within thirty (30) days of this Agreement's effective date, the City shall provide the Union’s local Labor Committee Chairman a copy of current Departmental Directives. Within thirty (30) days of the effective date of new, revised, or rescinded Departmental Directives, the City shall provide the Union's local Labor Committee Chairman copies of such directives.

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ARTICLE 11 EMPLOYEE DUTIES

11.1 This Agreement sets forth the parties' agreement on the wages and benefits to be paid to employees for performing such tasks as are assigned to them. Inasmuch as it is in the City's self-interest to employ its personnel in the most efficient and economical manner, there shall be no restriction on the work to be assigned to any classification of employees except as in this agreement.

11.2 The City specifically reserves the right to unilaterally alter the job descriptions and to change Departmental Directives, lawful orders, and the police-related duties of employees covered by this Agreement during the term of said Agreement for the efficiency of the Department. Notification of such changes will be made by the City to the Union's local Labor Committee Chairman within thirty (30) days.

11.3 Under normal circumstances, the City will not request that any employee perform work, outside of that noticed in the employee's job description, which presents a substantial risk of injury to himself or others. The determination as to whether or not such a substantial risk is present shall reside exclusively with the City.

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ARTICLE 12 ON-THE-JOB INJURIES

12.1 The City agrees to compensate employees as provided by Florida's Workers' Compensation Law for injuries arising out of and in the course of employment.

12.2 Any employee who is required to be off work due to a compensable (Florida Workers' Compensation) injury shall receive injury pay from the City as follows:

12.2.1 Full (regular) pay* for absence during the first seven (7) calendar days, including Workers' Compensation indemnity payments if due.

12.2.2 Eighty percent (80%) or regular pay* for absence beyond the first seven (7) calendar days, including Workers' Compensation indemnity payments if due. (Full pay including incentives but not uniform or meal allowances will be paid sworn police officers when required by Workers' Compensation 1990 section 440.15 (11).)

12.2.3 Any law enforcement officer as defined in FS 943.01 who, while acting within the course of employment as provided by FS 440.091, is maliciously or intentionally injured and who hereby sustain a job-connected disability compensable under FS 440.15(11), shall be carried in full-pay status in the manner and duration required by all applicable laws rather than being required to use sick, annual, or other leave. Full-pay status shall be granted only after submission to the employing agency's head of a medical report which gives a current diagnosis of the employee's recovery and ability to return to work. In no case shall the employee's salary and workers' compensation benefits exceed the amount of the employee's regular salary requirements.

12.2.4 Payroll checks will be identified with "WC" when the amount paid includes the Workers' Compensation benefit due. No federal tax or FICA will be withheld on the Workers' Compensation benefit portion, and the amount thus paid will be shown on the annual W-2 form as not subject to tax.

12.2.5 Controverted cases will be considered as non-work injury absences and will not be eligible for Injury Pay unless and until such time that the Florida State Workers' Compensation may rule that the absence is/was compensable. In the event that a controverted case is ruled to be a compensable absence, or the controvert is withdrawn, the payroll records will be corrected to show the Workers' Compensation portion as non-taxable, non-pension and any sick leave which may have been used restored to the employee's account. In any such event, the employee will be required to refund any pay received under Sick Leave which is in excess of 80%, or to charge the excess to annual leave.

12.2.6 Where Workers' Compensation benefits have been reduced (for injury

resulting from employee action under Florida State Workers' Compensation Law (as amended 1990), Section 440.09(4)), or where the employee has not followed through on prescribed medical care, or in any way delayed his ability to return to work, no Supplementary Pay above Workers' Compensation benefits will be due.

12.2.7 Accrued vacation and/or Sick Leave may not be used to supplement Workers' Compensation.

12.2.8 *Supplementary pay (amount above Workers' Compensation) shall cease if an individual is no longer classified as an employee.

12.3 Whether or not an employee covered by this Agreement is considered to have a compensable injury under Florida's Workers' Compensation Law will be determined by the Florida Division of Workers' Compensation and/or the court of appropriate jurisdiction.

12.4 If an employee is injured at any time while on duty, the employee shall notify their supervisor as soon as the injury is noticed and conform to the procedures outlined in Departmental Directives and City of Ocala Handbook.

12.5 The Department may employ persons in restricted-duty capacities.

12.6 Employees working in a restricted-duty job shall be paid at their regular rate of pay.

12.7 Employees who lose time from work for a work-related illness or injury will be placed on Family and Medical Leave in accordance with the Family and Medical Leave Act (FMLA), if the illness or injury constitutes a serious health condition as the term is defined in the FMLA. Placement on FMLA shall not affect an employee's Worker's Compensation benefits under Florida Statute 440.

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ARTICLE 13 NEGOTIATIONS

13.1 The City agrees to allow the FOP to maintain a time pool. These hours shall carry over from one year to the next since these donated hours represent donor's original hours. These donated hours will only be used as vacation hours and such time pool may only be used to substitute for scheduled work hours and not to be used to incur overtime. The City will place the donor hours into the time pool based on the donor's rate of pay at the time of donation. The maximum dollar value of the time pool shall not exceed $12,000.

13.1.1 At the end of each fiscal year, any unused leave time earned by union members that exceeds the carryover limit will be transferred to the union's time pool, not to exceed the maximum value governed in 13.1.

13.2 Time pool hours may be drawn upon at the discretion of the FOP in increments of at least one (1) hour.

13.3 Charges against the FOP time pool shall only be made when approved by the FOP President.

13.4 The City Human Resources Department and the FOP shall keep a record of all time donated and drawn against the above pool. The FOP shall indemnify, defend and hold the City harmless against any and all claims made and against suits instituted against the City on account of the City complying with any of the provisions of this Article.

13.5 An FOP representative may be granted pool time to attend public budget hearings pertaining to the Ocala Police Department and the FOP, or resolution of impasse hearings before the City Council. This time pool may be used for State FOP board meetings, State FOP labor training, and labor representation, and not for any other purpose.

13.6 The City shall allow up to three (3) employees to attend official negotiation session(s) with the City while on duty, without loss of pay or leave time, as staffing allows and with permission of the Chief of Police or his designee.

13.7 Any representative of the union desiring to attend such meetings shall submit a request through the chain of command for time to their Bureau Major at least (5) working days prior to the date of such meeting. Such request to utilize union time pool hours shall not be granted by the Ocala Police Department unless such use results in neither staffing shortage nor overtime pay or comp time accrual. Only the Chief of Police can waive said five- (5) day notice.

13.8 No employee shall be permitted to use more than 110 hours in any calendar year of this agreement except for the FOP President.

13.9 This article is excluded from the Grievance Procedure.

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ARTICLE 14 UNION NOTIFICATION PROCEDURES

14.1 The Union shall have the right to have one (1) glass-enclosed locked bulletin board not to exceed two (2) feet in width and three (3) feet in length in each of the District Offices, and one (1) each in two (2) of the employee break areas of the Ocala Police Department Headquarters building.

14.1.1 The Union shall bear all expenses connected with the procurement and installation of said bulletin boards.

14.2 The Union will not place on the bulletin boards provided in Section 14.1, any material, which is derogatory to the City or its management.

14.2.1 Other than notices of meetings and upcoming functions, the Union will provide copies to the Chief of Police of all items it wishes posted on said Bulletin Boards. The Union may utilize members City email addresses to coordinate meetings or communicate scheduled functions only.

14.3 The Union agrees to hold the City harmless from any and all liability and/or expenses, including attorney's fees which may result from the claim of any individual or organization, that said individual or organization has been maligned by any material appearing on said bulletin boards, or that any such material has actionably invaded the privacy of said individual or organization, and that said material has in any other way constituted a legally cognizable injury to said individual or organization.

14.3.1 It is understood and agreed that the terms "individual" and/or "organization" include public interest groups and agencies of any government, and that the term "injury" means invasion of any interest such individual or organization is permitted to defend or maintain through or by an action at law, equity, or the invocation of administrative remedies.

14.4 Placing a copy of such correspondence, notices, etc., in the Department's mailbox and/or email for the employee so designated by the Union will constitute delivery of same by the City to the Union.

14.5 Within sixty (60) days of the effective date of this agreement, the Union shall provide all employees, as defined in this Agreement, with a copy of this agreement.

14.6 The Union may use the Department's mailboxes for distribution of the Collective Bargaining Agreement.

14.7 The Union will not use the Department's mailboxes other than as specified herein or with specific approval of the Chief of Police.

14.8 The City shall allocate two (2) hours during the department's initial orientation training of employees covered by this agreement for a Union representative to distribute to such employees, copies of the Collective Bargaining Agreement, and explain and answer questions about the Union.

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ARTICLE 15 PERSONNEL FILES

15.1 For the purposes of this Agreement, the City shall maintain an official personnel file for each employee.

15.1.1 Such file shall be located in the City of Ocala Police Department Administration File room.

15.1.2 The only records that may be used as a basis for disciplinary action are those which appear in the employee's official discipline file and of which the employee has receipted notification thereof.

15.2 An employee may inspect their personnel file and any and all records of the City as provided under Chapter 119 of the Florida State Statutes.

15.2.1 Each employee shall attempt to inspect their personnel file during their off-duty time, but an employee may inspect their file during on-duty time if approved by their immediate supervisor.

15.2.2 Employees may receive unredacted copies of their personnel file upon request. Copies shall be provided free of charge for the first ten (10) pages. Any copies above that limit shall be at the cost of reproduction in compliance with Florida State Statute 119 (Public Records Act).

15.3 In the event that an employee's personnel file becomes the subject of a request under the Public Records Act, the City will comply with the provisions of that Act and disclose only that information not subject to an exemption from disclosure.

15.3.1 If possible, the employee whose personnel file is the subject of a Public Records Act request will be notified before the City complies with the request.

15.4 Personnel files shall contain those documents as listed in Departmental Directive 2.15 and shall also include commendations and awards. Said documents are to be placed in the file by the City.

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ARTICLE 16 EDUCATION

16.1 Upon obtaining a grade of C or better or otherwise successfully completing a course to be applied towards a law enforcement, criminal justice or other approved degree program offered by an accredited institutions, the City will reimburse non-probationary employees 100% of the actual cost of tuition and fees up to an annual maximum of $3,000 per employee, except for those employees receiving education funds from other sources (LEEP, Veterans Administration, etc.).

16.1.1 Each employee will be responsible for notifying the Chief of Police, in writing, by March 1st of each year that they plan to attend such approved college courses during the upcoming fiscal year and will be requesting reimbursement up to the maximum annual amount of $3,000.

16.2 Employees may attend such courses during their off-duty time, or, with approval of their immediate supervisor, during official working hours.

16.3 When an employee separates from employment for reasons other than death or disability retirement, within the twelve (12) month period after any reimbursement, such employee will reimburse the City for the cost of the reimbursement.

16.3.1 The cost of such reimbursement will be reduced by 1/12th for each complete month of employment following reimbursement.

16.3.2 Any monies due an employee upon their separation from employment shall be withheld up to an amount sufficient to cover the cost of the reimbursement provided.

16.3.3 If the costs of the reimbursement are higher than monies which are due on separation, the employee shall immediately reimburse the City for the balance of the reimbursement.

16.4 Employees are required by Florida State Statute to complete mandatory retraining. Approved training includes any advanced, career development, or specialized training offered by the various Criminal Justice Standards training centers and any training which has been specifically approved for this requirement.

16.4.1 Employees voluntarily attending courses for mandatory retraining shall be allowed to attend during official working hours, if such training occurs during their working hours, upon the approval of the Chief of Police or his designee.

16.4.2 If the employee is directed to attend such mandatory retraining, all time spent in the training will be considered as the employee's working hours.

16.4.3 If the City approves such mandatory retraining, all tuition or fees will be paid

by the City.

16.5 If the employee is directed, upon approval by the Chief of Police, to attend an approved salary incentive course, the City shall pay all tuition and fees and provide official duty hours to attend.

16.5.1 If the employee elects to attend an approved salary incentive course, and the City approves such attendance, the employee will be responsible for all tuition and fees, and the City, upon the approval of the Chief of Police or his designee, may provide official duty time to attend.

16.6 Upon request to the Supervisor of Resource Development, an employee will be provided a copy of the employee's record of accrued hours in mandatory service training and retraining.

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ARTICLE 17 INSURANCE

17.1 A comprehensive group insurance plan which includes provisions for hospitalization, medical services, income continuation, life insurance, and optional extension to employee's dependents is available to employees at premiums under conditions specified in the group insurance plan.

17.2 The level of benefits under the group insurance plan shall be those set forth in the booklets supplied by the insurance carrier.

17.3 The City reserves the right to unilaterally change insurance carriers and administrative claims processors.

17.4 When the City determines that there is reason to change benefits or coverage under the group insurance plan, the following procedure shall apply: (1) the City will provide to the Union notice in writing of its determination, such notice to occur not less than 30 days prior to implementation of the determined change(s); (2) the City and the Union may reopen negotiations on this Article; (3) the City may not implement any reduction in benefits or coverage until completion of negotiations or any impasse has been resolved by the City Council.

17.5 Both the City and the Union agree to waive the use of a Special Magistrate to resolve any impasse under this Article.

17.6 The City and the Union agree that one union appointed representative will be allowed on the Insurance Review Committee. The Union understands that the Insurance Review Committee is not a standing committee, and that it will convene on an as needed basis.

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ARTICLE 18 OVERTIME AND COMPENSATORY TIME

18.1 Employees will receive an overtime premium of one and one-half times their regular hourly rate for all hours actually worked in excess of eighty (80) hours in each work period consisting of fourteen (14) consecutive days.

18.1.1 Such regular rate will include incentive monies and shift differentials as applicable if the conditions are met for payment for such shift differentials as provided under Article 19 of this Agreement.

18.2 For purposes of overtime computations pursuant to Section 18.1, only hours actually worked will be considered.

18.2.1 However, ' holiday 'hours' where the holiday occurs on a regularly scheduled workday, and approved vacation time and scheduled PTO, will count as hours worked for purposes of overtime eligibility. Unscheduled PTO, sick and compensatory time is not considered hours worked for overtime eligibility.

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18.3 In lieu of receiving overtime pay, an employee may request from the immediate supervisor to be permitted to accrue compensatory time-off at the rate of one and one-half times the hours for which overtime compensation would otherwise be paid pursuant to Section 18.1 of this article. At no time will the City require an employee to work for compensatory time in lieu of overtime pay.

18.3.1 The maximum amount of compensatory time a member may accrue is 270 compensatory hours.

18.3.2 An employee may draw on accrued compensatory time by making a request to the immediate supervisor and such requests will be honored unless the leave is unduly disruptive to the operations of the department.

18.3.3 An employee may elect to cash out 80 (eighty) hours of accrued compensatory time annually.

18.3.4 Accrued unused compensatory time will be paid to the employee upon termination of employment based on the higher of the last regular hourly rate.

18.4 When either under a subpoena or when required by the State Attorney for attendance in connection with official duties, an employee is considered "on call" if the employee is not required to remain at a court facility but is required to provide a telephone number with a representative of the State Attorney's office where the employee can be reached.

18.4.1 Voicemail shall not meet the provisions of this Article.

18.4.2 When employees are placed "on call" while under a subpoena, they shall be compensated at a rate of one-half hour for every eight (8) hours "on call."

18.4.3 Court "on call" status is only in effect for the hours, or portion thereof, the court is actually in session on the case for which the member was subpoenaed.

18.4.4 Such "on call" status must be documented on a subpoena by an attorney of the State Attorney's Office or on a witness slip from the approving attorney.

18.4.5 Time earned "on call" will be paid at the employee's regular rate and such time will not be included with all other hours of work for computing overtime.

18.5 An employee is also considered "on call" when they are instructed by a department supervisor (whether orally, in writing, by posted list and instruction, or other means) to leave a telephone number where they can be personally reached.

18.5.1 Employees will be compensated one hour for each eight (8) hour period, or fraction thereof, that he is required to remain in a "department on call time" status during scheduled time off.

18.5.2 Voicemail shall not meet the provisions of this Article.

18.5.3 Time earned "on call" will be paid at the employee's regular rate and such time will not be included with all other hours of work for computing overtime.

18.6 Employees called in to work by the Department will receive a minimum of three (3) hours pay at the overtime rate.

18.6.1 Employees may be required to perform other duties as may be assigned during any call-in, as long as it is job related, until relieved by a supervisor.

18.6.2 Employees called-in to work for court appearances will receive a minimum of two (2) hour of pay at the overtime rate.

18.7 An employee is considered "on standby" if they are instructed by a Department supervisor to remain at City premises or if the employee is instructed by an attorney of the State Attorney's office to remain in court for an appearance in connection with their

official duties, such that they cannot use the time effectively for their own purposes.

18.7.1 Time spent "on standby" shall be paid at the employee's regular rate, and such time will not be included with all other hours of work for computing overtime.

18.8 The City may adjust an employee's hours of work only when the scheduled hours to be worked are known in advance (e.g., pre-scheduled meeting, special operations, etc.) and the employee has been given a reasonable notice to the change.

18.8.1 "Reasonable notice" for this section shall be defined as at least seven (7) days' notice for a change affecting only one shift and prior to the beginning of the pay period when the change affects the entire pay period.

18.9 "Reasonable notice" as referred to in this article, is not required in any circumstance when an exigent circumstance has been determined by the Chief of Police or his designee.

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ARTICLE 19 HOURS OF WORK, SHIFTS, AND SHIFT DIFFERENTIALS

19.1 Under normal circumstances, an employee's scheduled tour of duty will consist of eighty (80) hours per pay period.

19.2 Employees who work shifts shall receive the noted shift differential for any hours worked in the following time periods:

(0000-0800) 6%
(0800-1600) 0%
(1600-0000) 3%

19.3 For an employee whose shift starts at any time other than described above, or extends beyond eight (8) hours, their shift differential shall be determined by the percentage of hours worked during the periods described above. If half or more of the employee's shift is during any time period specified above, the employee shall receive that time period's differential which is highest.

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ARTICLE 20 JOB TRANSFERS, POSTING, AND SHIFT BIDS

20.1 A "job transfer" for purposes of this Article is defined as a voluntary movement of an employee between the Units or the Bureaus of the Department, where the movement is intended but not guaranteed by the City to last in excess of one calendar week.

20.2 A list of bargaining unit employees eligible for job transfers to each specialized unit will be established, to be effective for a period of six months. Upon an opening occurring in a specialized unit, the Department will post a notice to all bargaining unit employees seeking to apply for job transfer opportunities. The notice will be emailed to all sworn personnel and remain open for ten (10) consecutive days. Any employee, desiring to apply must do so to the office of the Chief of Police or his designee by the last day of the 10-day posting period. The list of applicants shall be effective for a period of six months from the close of the posting period. There shall be only one eligibility list per specialized unit. Once a list is established, it shall not be reopened for new applicants until it expires or no applicants remain on the list. Any job transfer openings that occur during the course of the six-month period in that specialized unit will be filled from the list of applicants. Employees shall not be prohibited from placing their names on multiple specialized unit lists. If an opening occurs in the specialized unit while the list is active, it shall be filled from individuals on the list; provided, however, that the actual assignment may be delayed in the event manpower needs so require.

20.3 The selection of employees for a job assignment or transfer will be made solely by the Chief of Police based on the needs of the department and the candidate's qualifications, including not limited to training, ability, experience, performance and conduct.

20.3.1 Each applicant will receive notification of which applicant was selected to fill posted vacancies and the reason(s) for that applicant’s selection.

20.4 All jobs and job transfers are temporary in nature in that there is no specific term during which the employee may remain in a particular Unit or Bureau of the Department.

20.5 Employees may receive an involuntary transfer in a job at any time. At the employee’s request, written explanation will be provided for an involuntary transfer. When an employee is involuntarily transferred into a position, there will be no job posting for that position pursuant to Article 20.2. When a vacancy is created due to the involuntary transfer from a position, the position will be posted pursuant to Article 20.2.

20.6 There shall be no restriction on the City's ability to transfer employees among shifts if reasonable notice of the change is given to the employee.

20.6.1 "Reasonable notice" for this section shall be defined as at least seven (7) days’ notice for a change affecting only one shift and prior to the beginning of the pay period when the change affects the entire pay period.

20.6.2 "Reasonable notice" as referred to in this article, is not required in any circumstance when an exigent circumstance has been determined by the Chief of Police or his designee.

20.7 Any employee desiring a transfer of shift or district may submit a request through the chain of command to the Chief of Police substantiating in the request the reasons for a transfer.

20.7.1 Such requests will be granted or denied at the discretion of the Chief of Police or Deputy Chief, with explanation for the decision given to the requesting employee.

SHIFT BIDS

20.8 All bargaining unit members shall be allowed to select/bid the shift of their choice by seniority.

20.8.1 Seniority is defined as seniority at present time and grade October 1, 2010. The Department will maintain a list that will be recognized as the official document outlining seniority.

20.9 The order of selection for the shift bid/selection shall be as follows: Police Officers, then Sergeants, and lastly Lieutenants.

20.10 The shift selection/bid shall occur twice a year – in May of each year to take effect in July of the same year; and November of each year to take effect in January of the following year.

20.11 The City shall notify all bargaining unit members by posting the shift/bid selection notice at least six (6) weeks prior as outlined in Section 20.10 above.

20.12 There shall be a sign-up sheet maintained by the Watch Commanders with a seniority list attached. The sign-up sheet shall contain the categories of each squad and each shift with the corresponding days off. Each bargaining unit employee shall make their selection/bid by placing their name on the sign-up sheet.

20.13 The Union recognizes the mission of the Police Department, and agrees that the City reserves the right to determine the number of bargaining unit members allocated to any particular shift and district.

20.14 Any bargaining unit member who has a personal intimate relationship with another bargaining unit member, or with a member of the Lieutenants and Sergeants (Supervisors) bargaining unit, shall not be permitted to work on the same shift or squad with that person. However, this may be waived at the sole discretion of the Chief of Police. As long as the two Officers or the Officer and Supervisor are on separate shifts

or specialized assignments, the effected two Officers' work hours, or the Officer's and Supervisor's work hours can overlap during those shifts and not be in violation of this Agreement. This restriction shall not be considered disciplinary action. The shift bid process will not be stalled in the event of a grievance and the aggrieved employee will still be required to bid as ordered. If the grievance prevails, the officer will be permitted to bid for any vacant shift and will not be restricted in the subsequent shift bid.

20.15 The union and City agree that there may be circumstances where human behavior of an employee triggers a concern that the employee is displaying an attitude or leadership style that is detrimental to the department. In such circumstances, the following procedure shall apply:

20.15.1 The behavior that is displayed shall be reduced to writing by the department and served on the employee and the union no later than thirty (30) days prior to the posting of the July or January shift bid;

20.15.2 The employee through the union shall request in writing a meeting with the Chief within ten (10) days of service of the notice referenced in 20.14.1 above. Said meeting shall take place within ten (10) days after the Chief receives the notice, or a date that is mutually agreed upon by all parties;

20.15.3 The union, employee and the Chief or his designee shall meet within ten (10) days of the request to define a corrective plan of action;

20.15.4 If no corrective plan of action can be agreed upon, or if a meeting as referenced in 20.14.2 above is not requested, the employee shall be moved to another shift only for one (1) six month rotation. This action shall not be considered disciplinary action and will not be subject to the grievance procedure set forth in the collective bargaining agreement.

20.16 The union and City agree that the Department reserves the right to move an employee from A Squad to B Squad, and vice versa, for developmental reasons articulated by the Department with written notice to the employee at least thirty (30) days prior to the posting of the July or January shift bids. In such circumstances, the employee impacted may request in writing a meeting with the Chief within ten (10) days of receiving this notice to discuss this issue. The union, employee and the Chief or his designee shall meet within ten (10) days of the request to discuss this matter, or a date that is mutually agreed upon by all parties. If no agreement is reached, or if a meeting as referenced in this section is not requested, the employee shall be moved from A Squad to B Squad, or vice versa, only for one (1) six month rotation. This action shall not be considered disciplinary action and will not be subject to the grievance procedure set forth in the collective bargaining agreement.

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ARTICLE 21 FUNERAL DETAILS

21.1 An employee may request, through the chain of command, from the Chief of Police permission to attend the funeral of a Florida law enforcement officer who loses their life.

21.2 Employees wishing to attend the annual Law Enforcement Memorial Services in Tallahassee, Washington, D.C., or any other approved memorial service, in uniform, using city vehicle, equipment, or other resources of the city, either on or off duty will request permission, through the chain of command, from the Chief of Police, or their designee, at least thirty (30) calendar days prior to such event. The Chief of Police or his designee will respond to the request at least fifteen (15) calendar days prior to the event.

21.3 Employees whose requests are granted to attend a funeral or memorial service under this Article will be granted administrative leave for purposes of attending the funeral or memorial service and transportation to and from the funeral or memorial service in order to represent the department, if such attendance occurs during the employee's working hours.

21.4 The Department will provide at least one (1) marked patrol vehicle and a credit card for the purchase of gas and oil in connection with transportation to and from the location of the approved funeral or memorial services. All other expenses incurred are to be paid by the employees attending the funeral.

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ARTICLE 22 HOLIDAYS

22.1 The Department's observed holidays are: New Year's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the following Friday, Christmas Eve, Christmas Day, Dr. Martin Luther King Day and any other approved holiday that other City employees receive.

22.2 Employees shall receive one (1) floating holiday per year, which entitles them to one working day off with pay (8 hours or 10 hours, or 12 hours depending on length of the normal shift).

22.3 Employees on approved vacation or sick leave with pay when a holiday occurs shall not be charged vacation or sick leave for the holiday.

22.4 Employees receive double time and one-half their regular rate of pay for working a holiday on their normally scheduled work day. That is, if the employee's normal work day is eight hours, they will be paid double time and one-half for eight hours, if their normal work day is ten hours, they will be paid double time and one-half for ten hours.

22.5 When a holiday falls on an employee's scheduled day off, the employee shall be paid straight time for either eight (8) hours, ten (10) hours or twelve (12) hours, to correspond with the length of their normal shift, in addition to all other compensation for that pay period.

22.6 Whenever possible, the City will provide not less than seven (7) days' notice if an employee is to be scheduled off on a regular scheduled holiday work day.

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ARTICLE 23 UNIFORMS

23.1 Employees shall only wear the uniform and accessories issued by the Department and described in the Departmental Directives except as provided for in this Article.

23.2 All uniforms shall be of presentable appearance as determined by supervision.

23.3 Employees attending training are required to wear the "uniform of the day", an approved training uniform, or other appropriate clothing as directed by their Bureau Major or Unit Supervisor, or the Range Master.

23.4 Except for shoes and trouser belts, uniforms will be issued by the Department to employees.

23.5 To replace any worn article of the uniform, the old article must be returned to the Department.

23.6 Employees pay for uniform articles which are worn or damaged outside the normal course of duty.

23.7 The City will reimburse employees for the cost of prescription eyewear and dental appliance damaged in the line of duty.

23.8 Watches and sunglasses will be reimbursed up to a limit of $100 where these items are damaged in the line of duty, unless the damage was caused by the fault of the employee as determined by the Chief of Police.

23.9 Investigative employees may wear civilian clothing in conformance with the dress code as outlined in Departmental Directives when performing investigative work.

23.10 Employees who are required to wear civilian clothing in conformance with Departmental Directives shall receive an annual clothing allowance in the total amount of $750.00 for the purpose of purchasing clothing to be worn in the performance of their duties.

23.11 Employees assigned to Honor Guard will receive a $300 cleaning allowance for their Honor Guard Uniforms.

23.12 The allocation and other conditions associated with the clothing allowance will be determined at the Chief's discretion.

23.13 The Department will pay employees an annual allowance of $200.00 for uniform shoes and trouser belts.

23.14 To cover the cost of cleaning, employees will receive a payment equivalent to the rate of $7.50 per week to be increased annually on October 1, based on the Consumer Price Index. This amount shall be incorporated into the employee's base rate of pay.

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ARTICLE 24 VEHICLES

24.1 Upon availability, as determined by the Chief of Police or their designee, all sworn officers, upon completion of the Field Training and Evaluation Program, will be assigned a take home vehicle. This Article supplements the protections provided to officers pursuant to Florida Statute, s. 627.7491.

24.2 Take home vehicles will be used as follows:

a. Officers are required to use vehicle for commuting purposes, including outside of the City, but only within thirty-five (35) miles of Ocala Police Department headquarters, for those officers who live outside the city limits of Ocala;
b. Officers are allowed to use vehicle for personal use while off-duty within thirty-five (35) miles of Ocala Police Department headquarters only. Such use must conform with all Departmental Directives concerning the use of take-home vehicles;
c. Officers who are on call and receiving payment for on call status;
d. Officers who are participating in duty related activities;

24.3 Take home vehicles shall not be operated:

a. when the Officer is under the influence of drugs or alcohol;
b. by anyone other than the assigned Officer;
c. in a manner that would be considered bad faith or with a malicious purpose or in a manner exhibiting wanton or willful disregard of human rights, safety, or property as conceived by Florida Statute s. 627.7491.

24.4 The assignment of a take-home vehicle is a privilege and may be suspended or terminated by the Chief of Police, including for violations of Department policy or directives, whether on or off duty, or as a result of other disciplinary action. This action may be taken at the discretion of the Chief or upon recommendation from the Crash Review Board. When the suspension or termination of a take-home vehicle is imposed as a disciplinary action, it shall be administered in accordance with Article 7. Written notice shall be provided to the affected Officer.

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ARTICLE 25 MEALS AND REST BREAKS

25.1 All sworn police officers shall be allowed a forty-five (45) minute paid meal break.

25.2 At the discretion of supervision, employees may eat at a location, regardless of whether the location is inside or outside of the city limits.

25.2.1 Employees leaving the City to eat shall begin their meal break upon leaving the City limits and end the meal break upon re-entering the City limits.

25.3 Employees on meal breaks are considered relieved from duty even though they are required to remain in radio contact.

25.3.1 Employees will not be called from their meal breaks or otherwise interrupted by the Department except for emergencies.

25.4 Employees may take two (2) rest breaks not to exceed fifteen (15) minutes each except when a superior determines at his discretion that the workload necessitates denial of the rest period.

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ARTICLE 26 WAGES

26.1 Minimum and maximum base pay (not including incentive pay, differential pay, specialty pay, merit pay, overtime, etc.) of eligible employees, during the term of this Agreement, shall be as described below:

CLASSIFICATION: POLICE OFFICER (PAY GRADE 003)

	Annual Minimum
October 1, 2025	$62,000
October 1, 2026	$63,550
October 1, 2027	$65,139

26.2 The City and the bargaining unit members agree to the following pay increases:

26.2.1 Effective October 1, 2025, all bargaining unit members will receive a $11,843 increase to base pay.

26.2.2 Effective October 1, 2026, all bargaining unit members will receive the greater of a 3% increase to base pay or the percentage increase received by the City's general employees.

26.2.3 Effective October 1, 2027 all bargaining unit members will receive the greater of a 3% increase to base pay or the percentage increase received by the City's general employees.

26.2.4 All future increases beyond the term of this agreement, if any, will be subject to negotiations by the parties.

26.3 Employees on the one-year initial probation are not eligible for the general wage increase until they have successfully completed the initial probationary period. The general wage increase will not be retroactive.

26.4 Employees who are on disciplinary probation, are not eligible to receive the pay increases stated above. Upon removal from disciplinary probation the bargaining unit member shall receive the pay increase. The pay increase will not be retroactive.

26.5 Employees will receive pay and notice of related benefits (sick leave, vacation leave, deduction of dues, and the like) on a biweekly schedule as determined by the City during the term of this Agreement.

26.6 Total annual hours for sick leave and vacation leave benefits will remain as described in the Agreement.

INCENTIVES

26.7 Employees designated as Field Training Officer and assigned to a Field Training Curriculum will be paid an additional six (6) percent beyond their hourly rate; provided, however, that when Field Training Officers are assigned to train reserve officers, the Field Training Officers will only be paid the 6% differential for the actual time they spend in training reserve officers.

26.8 Employees assigned as Special Weapons and Tactics (SWAT) members will be paid an additional six (6) percent beyond their hourly rate.

26.9 Employees who work as an acting supervisor shall be paid six (6) percent above their regular hourly rate of pay for one (1) full shift or more while acting as a supervisor.

26.10 Employees assigned as detectives, Special Deployment Unit (SDU), Traffic Homicide Investigators (THI), and drug agents will be paid an additional six (6) percent beyond their hourly rate.

26.11 Employees assigned as Polygraph Examiners, who are not assigned a position described in Article 26.10 will be paid an additional six (6) percent beyond their hourly rate. Polygraph Examiners must be currently assigned by the Ocala Police Department as a Polygraph Examiner and meet the training requirements of the Florida Polygraph Association.

PERFORMANCE EVALUATION

26.12 Based on periodic performance evaluations under a program established and administered by the Chief of Police, employees shall be informed of their performance rating by the supervisor evaluating the employee's performance; however, the performance evaluation shall not be tied to any merit adjustment.

26.13 Each employee shall receive a copy of any report describing the employee's individual performance, said report having been provided under the established program of periodic reports evaluating the employee's performance.

26.14 In the event of a dispute between the City and the Union as to the evaluation of performance expressed by the rater, such dispute shall be subject to the Grievance Procedure provided in this Agreement up to the Chief of Police, whose decision will be final and binding

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ARTICLE 27 PROHIBITION OF DISCRIMINATION

27.1 In the event either party (City or Union) to this Agreement has reason to believe that the other has, in violation of any applicable law, discriminated against or harassed any employee covered by this Agreement on the basis of race, color, religion, sex, national origin, age, handicap, marital status, union membership or non-membership, the party entertaining that view will so notify the party believed to have violated said law, in order that said party may conduct a thorough investigation and take such remedial action as it deems appropriate.

27.2 It is understood that the City of Ocala, the FOP or the Union will not tolerate prohibited discrimination or harassment.

27.3 For the City, investigation of employee harassment complaints is pursuant to Departmental Directives.

27.4 The only other procedure for resolving allegations of such statutory violations is the procedure established by the statute prohibiting the discrimination or harassment alleged to have been committed.

27.5 Complaints of discrimination or harassment are not subject to the Grievance Procedure contained in this Agreement.

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ARTICLE 28 LEAVE FOR FAMILY MEMBER'S FUNERAL

28.1 For purposes of this Article, immediate family means the following relatives of the employee or spouse (including in-laws or step-relatives):

1. spouse,
2. parents,
3. siblings,
4. children,
5. all levels of grandparents, or
6. all levels of grandchildren.

28.2 Employees may use up to five (5) working days of accrued sick leave for purposes of a family member's funeral. The five (5) working days do not have to be used consecutively. “Sick leave” use for bereavement shall not be considered a “callout/off” occurrence.

28.3 The sick leave days used to attend a family member's funeral shall not be counted against accrual of special vacation time as described in Departmental Directives.

28.4 Any employee who has exhausted their entitlement to accrued sick leave as provided in this Article may request additional time off to be deducted from accrued vacation or compensatory time, if any, or to be taken as a leave of absence without pay, and such request may be granted at the discretion of the Chief of Police or his designee.

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ARTICLE 29 MEDICAL LEAVE OF ABSENCE (FMLA)

29.1 Family and Medical Leave Act (FMLA) leave shall be administered in accordance with law and Departmental Directives.

29.2 Grievance Procedure. Disputes arising under this Article, including denials of FMLA leave or restoration rights, **cannot** be addressed through the grievance procedure outlined in this Agreement. Employees may pursue remedies under federal law through the U.S. Department of Labor or a court of competent jurisdiction.

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ARTICLE 30 SUBSTANCE ABUSE POLICY

30.1 As employees engaged in public safety and law enforcement, the employees covered by this Agreement are held to the highest possible standard in terms of being free from the presence of controlled substances and alcohol in their systems. The City desires to promote "Zero Tolerance" for substance abuse and preserve a drug-free work place in the interest of safely protecting both its employees and the lives and property of the public. It is recognized that law enforcement employees with drugs or alcohol present in their systems present a special risk and a direct threat to the public health and safety. Consequently, this Article will be interpreted liberally to protect the public's interest in law enforcement employees who are free from alcohol and controlled substances.

30.1.1 For purposes of this Article, "controlled substances" consist of such drugs, narcotics or mind-altering substances, which are controlled by Florida or federal law.

30.2 As a condition of continued employment, all employees are prohibited from using, being under the influence of, possessing, distributing, or having present in their systems controlled substances, without approval by the City Employee Health Center.

30.2.1 Employees are prohibited from having present in their systems a blood alcohol level higher than .00 while on duty; working special details; in uniform; while operating City vehicles or equipment; or after the employee is placed on "standby", "on-call", or "white" or "white Code X" alert, provided that if an employee believes that he has alcohol in their system, he shall so advise the person seeking to place him on any such status and he shall not be placed on such status.

30.2.2 All classes of employees covered by the Agreement are designated special risk for drug/alcohol testing purpose and therefore subject to random drug/alcohol testing. Special risk means employees who are required, as a condition of employment, to be certified under Chapter 943, Florida Statutes. A special risk employee may be randomly tested for prohibited drugs as defined in policy and Florida Statutes and/or alcohol use on a random basis. Random tests will be spread reasonably throughout the year based on the agency ID numbers of bargaining unit employees. Up to twenty (20) percent of the bargaining unit members will be subject to random drug/alcohol testing on a quarterly basis. For drug testing, an initial and confirmatory test shall be used, and all such tests shall be reviewed by a Medical Review Officer for accuracy. Drug testing described in this article is exempt from provisions of Article 18.8. All drug testing time will be considered on-duty and employees will be compensated as such.

30.2.3 Upon confirmation of any positive test for controlled substances being present in one's system or blood alcohol level higher than.00 , appropriate employee disciplinary action will be taken, which may include termination. The City, at its discretion in a disciplinary action, may require an employee to participate in a rehabilitation program and mandatory drug and/or alcohol testing, at the employee's expense, as a condition of continuing employment.

30.2.4 If the employee fails to complete the substance abuse treatment or refuses to participate in any substance abuse treatment program the Chief of Police may terminate the employee.

30.3 Upon reasonable suspicion that an employee may have violated the condition of employment contained in this Agreement, the Chief of Police or designee may order the employee to consent and submit to urine and/or blood testing.

30.3.1 For purposes of the Article, "reasonable suspicion" is defined as some articulable basis for believing that a violation of Article 30 of this Agreement has occurred, including but not limited to: (a) observable phenomena at work such as direct observation of controlled substances or alcohol use or the physical symptoms or manifestations of being under the influence of controlled substances or alcohol; (b) abnormal conduct or erratic behavior while at work or a significant deterioration in work performance; (c) a report of controlled substances or alcohol use provided by a reliable and credible source; (d) evidence that an employee has tampered with a controlled substance or alcohol test during employment; (e) any accident involving bodily injury to an employee or a citizen; (f) information that an employee has outside their job responsibilities sold, solicited, possessed, manufactured, dispensed, distributed, used, or transferred controlled substances or alcohol while on the job; (g) information that an employee has used, sold, solicited, dispensed, distributed, possessed, manufactured or transferred controlled substances off-the-job; or (h) any other articulable reason to suspect that an employee has violated the provisions of this Article. An at-fault motor vehicle crash without other articulable indicators of impairment is not reasonable suspicion.

30.4 Blood or urine specimens taken under this Article will occur in a medical facility after their personal identification is established by medical personnel.

30.4.1 All positive tests will be confirmed by the gas chromatography/mass spectrometry method. The City will provide a sample which, by their tests, has proven positive, to another

qualified testing facility selected by the employee, so the employee may, if he chooses, have the sample re-tested.

30.4.2 A chain of custody procedure will be maintained for all specimens. Specimens testing positive will be retained for one (1) year in a secure location.

30.4.3 All test results are the property of the Employee Health Clinic which will maintain them as a part of the employee's confidential history. A copy of such test results will be provided to the employee.

30.5 Employees using drugs prescribed by a physician must notify their immediate superior where the prescription drugs could affect job performance such as causing drowsiness or dizziness.

30.5.1 The City reserves the right to require a Fitness for Duty examination after determining an employee's behavior or performance may be affected by the use of prescription drugs.

30.6 The City reserves the right to search, in accordance with law, all City property including desks, storage areas, cabinets, lockers, vehicles, personal articles, etc., on reasonable suspicion that any provision of this Article may have been violated by an employee.

30.7 An employee who observes or has knowledge of another employee who may have violated this Article or any of its provisions must promptly report that fact to their immediate superior.

30.8 When deemed appropriate and necessary for undercover criminal investigations, with a supervisor's approval, an employee may be temporarily exempt from this Article as it relates to on-the-job possession and/or consumption of alcohol or the possession, purchase, distribution, and sale of controlled substances but only to the extent necessary.

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ARTICLE 31 PROMOTIONS

31.1 A testing and interview process for employees at the rank of Police Officer wishing to be considered for promotion to the rank of Police Sergeant will be conducted by the City on a biennial basis. A list of eligible candidates will be created from that process.

31.2 The testing and interview process for the rank of Police Sergeant shall consist of the following:

a) A written test consisting of material relevant to the role of a Police Sergeant. The test shall consist of no more than one hundred (100) multiple-choice and/or True/False questions. A bank of ten (10) extra questions shall be included to allow candidates to challenge questions or content. A final score of at least 70 (or seventy percent) shall be considered passing. The list of candidates achieving a passing score shall be considered an unranked pool. A candidate who fails to achieve a passing score on the written evaluation shall not proceed further in the process.
b) All candidates achieving a passing score on the written test shall have an interview with the Chief of Police. The content of that interview shall be at the discretion of the Chief of Police.
c) The Chief of Police shall consider a candidate's recent achievements, disciplinary issues (within the preceding two years), annual supervisory reviews, and leadership qualities when making a selection for promotion.

31.3 The Chief of Police shall make selections for promotion based on the totality of the process described in Section 31.2 of this agreement. Selections for promotion to the rank of Police Sergeant will only be made from the eligibility list described in this section.

31.4 A candidate on the eligibility list who has not had a break in employment with the City or significant disciplinary issues (written reprimand or greater) may choose to remain on the eligibility list without sitting for the subsequent written test.

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ARTICLE 32 VACATION / PAID TIME OFF (PTO)

32.1 Current and future employees will have the option to accrue vacation leave in accordance with the schedule below or transition to Paid Time Off (PTO) as described below:

VACATION:

32.1.1 Length of service: less than six (6) year: accrual rate: 3.08 hours ; maximum annual accrual: 80 hours.

32.1.2 Length of service: more than six (6) years and less than fifteen (15) years; accrual rate: 4.62 hours per pay period: maximum annual accrual: 120 hours.

32.1.3 Length of service: more than fifteen (15) years; accrual rate: 6.15 hours per pay period; maximum annual accrual: 160 hours.

32.4 An employee is entitled to carry over the number of vacation hours earned during a calendar year until completion of the calendar year immediately following.

32.5 Upon separation from employment, employees shall be paid at their current hourly rate for accrued, unused vacation leave unless they are involuntarily terminated for dishonesty, conviction of a crime or failure to provide two (2) weeks' notice of resignation.

32.5.1 Employees who separate from employment during entry probation receive no vacation leave or pay therefore.

32.6 An employee may request vacation leave from their immediate superior.

32.6.1 Vacation leave will be granted unless the vacation leave unreasonably interferes with scheduling or other Department operations.

32.6.2 When two employees request vacation leave for the same time and only one employee's request can be granted, the earliest request shall take precedence.

PAID TIME OFF (PTO):

32.7 Paid Time Off (PTO) combines vacation and sick leave into a single bank of leave days. Any leave time previously taken from vacation and/or sick time will be taken from the PTO accrual. For employees who elect to participate in the PTO program, the following will apply:

32.7.1 Full-time/Regular employees shall earn Paid Time Off on a biweekly basis in accordance with the following schedule:

Year of Service	PTO Hours Earned Annually	PTO Hours Earned Bi-Weekly	Maximum Carry forward	Maximum Payout
40-HOUR WEEK EMPLOYEE HIRED BEFORE MARCH 1, 2012				
Up to 5 years	144	5.538	144	80
>than 5 to 6 years	144	5.538	240	200
>than 6 years, <than 15 yrs	184	7.077	320	300
>than 15 years	224	8.615	480	400
40-HOUR WEEK EMPLOYEE HIRED ON OR AFTER MARCH 1, 2012				
Up to 5 years	128	4.92	128	80
>than 5 to 6 years	128	4.92	176	120
>than 6 years, <than 15 yrs	168	6.46	256	200
>than 15 years	208	8	416	300

a. The Chief of Police or designee has discretion to carry forward PTO time up to 60 days into the next calendar year in the event time off is cancelled due to an unplanned significant event as declared by the City (e.g. disasters, hurricanes, etc.)

b. Employees who have a combined total that exceeds the maximum accruals indicated above are encouraged and will be given the opportunity to utilize the time to get the balance down to become in compliance with the maximum carry forward. The excess PTO balance at the time of conversion will be tracked as a separate accrual balance.

c. Extended Leave Bank (ELB) - To provide additional security, an Extended Leave Bank (ELB), consisting of the remaining 40% of sick leave and any accrued sick leave in excess of 720 hours will be established for each employee. The ELB shall continue to accrue 1.54 hours of ELB time per pay period with no maximum accrual level. At the end of the calendar year, hours that exceed the maximum carry forward for PTO, shall be transferred to the ELB. The ELB has no cash value and there shall be no payout of ELB time upon termination of employment.

d. Employees can utilize time from the ELB for an extended illness or injury for themselves or an immediate family member once 40 hours of time for each occurrence has been used from the regular PTO bank.

e. Leave Requests - Scheduled PTO Leave must be requested and approved by the department head or designee in accordance with the notification required by

the respective department. Length of leave periods must be approved by the department head in keeping with the needs of the City. Every effort should be made to schedule PTO leave. Employees must provide notification of unscheduled absences in accordance with departmental policies.

f. Separation Pay - PTO balances shall be paid at the current rate of pay up to the maximum allowed.

g. Employees terminating from the City without giving a two-week notice or employees who have been dismissed from employment as the result of a disciplinary action shall not be entitled to payment for banked paid time off.

h. In case of death of an employee, payments shall be made to the employee's beneficiary, estate or as provided by law at the current rate of pay.

32.7.2 Employees who have a minimum of 25 days of unused sick leave as of October 1 of each year may elect to have converted sick leave, on a one (1) hour for two (2) hour-basis, for any unused hours in excess of the 25 days but not to exceed six days. Converted sick leave hours will be made available during the month of January.

32.7.3 The department's payroll clerk is responsible to notify employees of sick leave conversion eligibility as determined on or about October 1 of each year in accordance with the established conversion schedule that will be provided by the Human Resources Department.

32.7.4 It is the employee's responsibility to complete the sick leave conversion request form and submit it to their respective payroll clerk by November 15th.

32.7.5 Employees who are currently eligible to receive the Special Vacation Credit as offered under the pre-existing Special Vacation Credit program may elect to continue participation in this program. An employee cannot continue to earn additional hours in the Special Vacation Credit program.

32.7.6 Employees will lose 8 hours per year of Special Vacation Credit upon any use of more than two days of sick leave in a given year. An employee that has no Special Vacation Credit will be placed in the sick leave conversion program as described in Section 32.7 above. An employee that has Special Vacation Credit may elect to forfeit those hours and enroll in the sick leave conversion program during the prescribed enrollment period.

32.7.7 Such special vacation leave must be taken in either eight-hour, ten-hour, or 12-hour blocks, and must be used during the twelve-month period following the calendar year in which the special vacation leave is earned, or the special vacation leave will be forfeited.

32.8 If an employee notifies their immediate superior before a vacation leave or PTO leave has ended that: (a) a family member's death or hospitalization (as defined in Article 28) or (b) an employee's physician-certified sickness of three (3) or more days (as defined in Article 34), occurred during the approved vacation or PTO leave, then sick leave up to the limits set by Articles 28 or 34 as applicable will be charged if the employee's sick leave is not already exhausted. Otherwise, vacation, PTO, or Extended Leave Bank leave will be charged.

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ARTICLE 33 SICK LEAVE

33.1 All regular, full-time employees shall earn sick leave at the rate of eight (8) hours of sick leave for each month worked.

33.1.1 Sick leave shall be computed on a calendar year basis, and any unused sick leave at the end of the calendar year shall be carried forward into successive calendar years up to a maximum of 720 hours. Employees with sick leave balances in excess of 720 hours will have excess hours deposited into an extended sick leave bank. Employees may only access hours in the extended sick leave bank after 40 consecutive hours have been utilized from regular sick leave for their own personal injury or illness. Employees may participate in the Earned Leave Donation Program as defined in City Policy.

33.2 Sick leave is to be used only for absences due to personal illness, immediate family (spouse or dependent) illness, recuperation from an off-duty injury, personal medical or dental appointments, the death of an immediate family member as provided in Article 28, or at the commencement of an FMLA leave of absence pursuant to Article 29.

33.3 In accordance with OPD Directive 2.02, repeated or excessive use of sick leave may be considered abusive and may be grounds for disciplinary action pursuant to Article 7 of this Agreement.

33.6 Sick leave will not be charged for time missed as a result of an on-the-job injury; however, sick leave shall not accrue during the employee's recuperation from an on-the-job injury that is of a duration of sixty (60) days or longer.

33.7 Except under normal retirement as provided in Section 34.13 and sub-sections of this Article, there shall be no payment for accrued but unused sick leave when an employee separates from employment with the Department.

33.8 If an employee is released by a physician to return to work from sick leave in a "restricted-duty" capacity, the employee may return to work if there is work they are capable of performing, in accordance with Departmental Directives, and such employee will be paid at their regular of pay.

33.9 The employee may work in the "restricted-duty" job so long as it is available, in accordance with Departmental Directives, performance is satisfactory, and the employee has not been released by the physician to their regular duty job.

33.12 Employees who retire from Department service in accordance with the provisions of the City or Police Retirement Plans shall be entitled to receive a cash bonus based on the total amount of accumulated sick leave not to exceed 720 hours in accordance

with the following schedule:

33.12.1 Years of service: twenty-five (25) or more; Percentage of accrued sick leave as retirement bonus: 60.

33.12.2 Years of service: twenty (20) or more; Percentage of accrued sick leave as retirement bonus: 45.

33.12.3 Years of service: fifteen (15) or more; Percentage of accrued sick leave as retirement bonus: 40.

33.12.4 Years of service: ten (10) or more; Percentage of accrued sick leave as retirement bonus: 35.

****

ARTICLE 34 OUTSIDE EMPLOYMENT

34.1 For purposes of this Article, "outside employment" is defined as engaging in a business or working for an employer other than the Ocala Police Department but excluding "special duty" as outlined in Departmental Directives. Prior to engaging in outside employment, an employee shall submit a written request therefore through channels to the Chief of Police.

34.1.1 The request shall identify the name and address of the outside business or employer, the type of work in which the employee is to be engaged, and the hours per week for which the employee is to be engaged.

34.2 The decision to grant or deny a request to engage in outside employment rests exclusively with the Chief of Police.

34.2.1 Requests will be denied where the outside employment: (a) could impair the ability of the employee to perform, or could impair their efficiency in their Department job or any assigned duties thereof; (b) could involve the employee in the manufacture, distribution or sale of alcohol or alcoholic beverages; (c) could involve the employee in a way which could bring either the Department or the employee disrespect or disfavor; (d) could involve the employee in a violation of Department rules or orders, or any applicable laws; or (e) could involve a conflict of interest as determined by the Chief of Police.

34.3 No employee may engage in outside employment where they wear any part of their police uniform, uses any Department equipment, or discloses any records of the City of Ocala. Employees may use department uniform and equipment upon approval from the Chief of Police.

34.4 If a request to engage in outside employment is approved, the approval will remain in effect until the employee no longer works the outside employment, the conditions of the outside employment change, or permission to engage in the outside employment is withdrawn.

34.4.1 If a request to engage in outside employment is approved and any of the conditions of the approved outside employment change, the employee shall file, before the change in said conditions, a request to continue in the outside employment and which request shall specify the conditions which will change.

34.4.2 A self-employed employee performing constantly the same type of work need not submit a new request to engage in such outside employment when the only condition changing is the name and address of the customer for whom the outside employment is performed.

34.5 The approval to engage in outside employment may be cancelled for cause at any time at the discretion of the Chief of Police.

34.6 An employee failing to follow this Article will be subject to discipline as outlined in Article 7.

****

ARTICLE 35 MILITARY LEAVE

35.1 Military leave shall be administered in accordance with federal law, Florida Statute, and Departmental Directives.

****

ARTICLE 36 BLOOD BANK

36.1 Employees are not allowed to donate blood on-duty in non-emergency situations.

36.2 With the permission of a supervisor, employees will be permitted to donate blood on-duty at the Blood Banks of Marion County. in emergency situations.

****

ARTICLE 37 CARE OF ANIMALS

37.1 An employee assigned by the Chief of Police to serve as a K-9 officer shall work a normal work period (14 days) that consists of 66 hours on-duty and 14 hours off duty for dog care compensated at his or her regular hourly base rate of pay. For a work period in which the K-9 officer works beyond 66 hours on duty, he/she shall be compensated or provided compensatory time at the overtime rate.

37.2 An employee assigned by the Chief of Police to serve as a Canine Handler within the Drug Task Force shall work a normal work period of 14 days that consists of 75 hours on duty and 5 hours off duty for dog care compensated at his or her regular hourly base rate of pay. For a work period in which the Agent/Detective, that is assigned the narcotics dog, beyond 75 hours on duty, he/she shall be compensated or provided compensatory time at the overtime rate. Approval for a work period beyond seventy-five (75) hours must be obtained in advance in writing from the Agent's/Detective's immediate supervisor.

37.3 Any hours spent in extraordinary care (e.g., time spent for trips for after hour veterinary care) should be documented by the canine handler (either the full time patrol canine handler or the narcotics canine handler) as time worked. Approval for hours spent in extraordinary care must be obtained in advance from the Agent's/Detective's immediate supervisor.

****

ARTICLE 38 PENSION

38.1 The City agrees that during the term of this Agreement, it shall maintain a Police Officers Retirement Plan (hereinafter referred to as "the Plan"), to be amended as outlined in section 39.4 below. The Plan shall be administered by the City of Ocala's Police Officer Pension Board (hereinafter "the Police Officers Pension Board"), as established by Chapter 43 of the City Code of the City of Ocala.

38.2 During the term of this Agreement, each bargaining unit employee's annual contribution to the Plan shall be 9% of salary, beginning with the first full payroll period following October 1, 2025, or adoption of the Ordinance increasing the contribution, if adoption is later than October 1, 2025. During the term of this agreement, each DROP member entering the DROP after October 1, 2025, shall contribute 5% of salary to the Plan for funding the COLA Fund, beginning with the first full payroll period following October 1, 2025, or adoption of the Ordinance creating the contribution, if adoption is later than October 1, 2025

338.3 During the term of this Agreement, the City's annual contribution to the Plan shall be in accordance with actuarial requirements. Effective with the 185 money received in calendar year 2026, the City can offset its contributions with up to $300,000 of the 185 monies plus 50% of any amounts received in excess of the $300,000.

38.4 The parties agree that the Police Officers Retirement Plan shall be amended as soon as practical following ratification of this Agreement to become effective on November 1, 2015, to provide the following benefits for members who are not within 5 years of the normal retirement date. Members who are within 5 years of the normal retirement date on November 1, 2015, will continue to accrue benefits in accordance with the current plan and will not be subject to the benefit changes below.

38.4.1 Multiplier: 3.0% for service after the plan change.

38.4.2 Salary after plan change: total earnings including overtime pay up to 300 hours per fiscal year, but excluding special detail pay, bonuses and leave payouts.

38.4.3 Eliminate supplemental benefit ($10 per month per year of service) for service after the plan change.

38.4.4 DROP - Members who enter the DROP after the effective date of the plan changes will earn interest on their DROP balance, at a rate equal to the market rate of return on pension fund investments for the preceding plan year, net of all investment-related expenses, with a maximum of 3% and a minimum of 1 %.

38.5 The parties agree that the Plan shall be amended as soon as practical following ratification of this Agreement, as follows:

38.5.1 COLA Fund

A) Effective October 1, 2025, a cost-of-living adjustment (COLA) Fund is created to provide a lifetime COLA benefit based on a retirees' full years of credited service at retirement plus years since retirement or DROP exit. The COLA Fund is funded by:
   1) 50% of the Chapter 185 money received in excess of $300,000 beginning in calendar year 2026;
   2) Member contributions in excess of 8.00% of salary and the 5% contributions made by the DROP Members; and
   3) Net investment return of the Pension Plan. If the Board of Trustees of the Pension Plan elects to invest the COLA Fund as a separate investment then the return will be in the net investment return of the separate investment.

B) The distribution of the COLA is dependent upon the assets available in the COLA Fund. It is anticipated that the first COLA may be payable in 2036. The benefit payable to each retiree will be determined based on the available assets.

C) The COLA benefit is payable only to the retiree and only for the retiree's lifetime. The COLA is not payable to survivors.

D) The COLA is payable only to members who retired or separated from service on or after October 1, 2025.

E) For purposes of the COLA, a full year is defined as 12 completed months. A month shall be deemed complete if the member is in service for more than 15 days in a calendar month. In-line of duty deaths and in-line of duty disabilities are treated as having at least 25 years of credited service. Deferred vested members will begin COLA benefits at their early or normal retirement date, whenever their benefits begin.

38.5.2 During the term of this agreement, and beginning with the Chapter 185 money received in calendar year 2026, all Chapter 185 premium tax revenues received each year up to $300,000.00 shall be applied to reduce the City's annual required contribution to the plan. Chapter 185 premium tax revenues received each year in excess of $300,000.00 shall be allocated as follows: 50% shall be applied to the COLA Fund and 50% shall be allocated to offset the City's contribution along with the initial $300,000.

38.6 The parties agree that to the extent Chapter 43 of the City's Code is in any way inconsistent with the terms of this Article, Chapter 43 will be amended to reflect the terms of this Article. The parties agree that the terms of this Article, including the current method for funding the plan and the method for determining City and employee contributions, fully comply with all applicable laws and regulations.

****

ARTICLE 39 ENTIRE AGREEMENT

39.1 Inasmuch as the parties had, during the negotiations leading to this Agreement, full and unrestricted opportunity to bargain over any mandatory subject of bargaining, the Union hereby waives any and all rights to bargain during the term of this Agreement over the acquisition or retention of any right, privilege, amenity, condition, or benefit not specifically set forth herein.

39.2 The City similarly waives any and all rights to bargain, during the term of this agreement, to divest employees of any right, privilege, amenity, condition or benefit which is specifically, expressly and unambiguously provided for herein.

39.3 It is understood that the foregoing is inapplicable to negotiations for a new contract to take effect after the stated expiration date of this Agreement, even though such negotiations may occur during the stated term of this Agreement.

****

ARTICLE 40 DURATION

40.1 This Agreement shall be effective as of October 1, 2025, by both parties, unless otherwise indicated in any article in this agreement, and shall remain in force and effect through September 30, 2028, or until a successor agreement is reached.

40.2 The Agreement or any of its other articles may be re-opened by either party only with mutual consent in writing.

****

THIS AGREEMENT IS APPROVED UPON A VOTE OF RATIFICATION BY THE CITY COUNCIL OF THE CITY OF OCALA ON THIS _____ DAY OF _____, 2025.

CITY OF OCALA:

_____
Benjamin J. Marciano
Mayor
City of Ocala

_____
Kristen M. Dreyer
President, Ocala City Council

ATTEST:

_____
Angel B. Jacobs
City Clerk
City of Ocala

Approved as to form and legality:

_____
William E. Sexton
City Attorney

FRATERNAL ORDER OF POLICE:

_____
Brian Cechowski
Staff Representative, Fraternal Order of Police

APPENDIX A AUTHORIZATION FOR FOP DUES DEDUCTION

I hereby authorize my employer, the City of Ocala, to withhold from my regular pay check the amount of dues to the Ocala Lodge #129, Fraternal Order of Police, and transmit it to the person designated by the Ocala Lodge #129, Fraternal Order of Police, to receive it.

I understand that I may terminate this authorization by notifying the City and Ocala Lodge #129, Fraternal Order of Police, on the approved "Revocation of FOP Dues Deduction" form thirty (30) days in advance.

_____
Printed Name

_____
Signature

_____
City Employee No. Date

Distribution:

Support Operations Bureau
Secretary Ocala Lodge #129, FOP

APPENDIX B REVOCATION OF FOP DUES DEDUCTION

I hereby request and instruct the City of Ocala to stop deducting from my weekly earnings the current regular dues for the Ocala Lodge #129, Fraternal Order of Police.

_____
Printed Name

_____
Signature

_____
City Employee No. Date

DISTRIBUTION:

Support Operations Bureau
Secretary Ocala Lodge #129, FOP

APPENDIX C GRIEVANCE FORM

OCALA POLICE DEPARTMENT MEMBER GRIEVANCE FORM

I file this grievance under – (choose only one)

☐ **Department Directive**

☐ **Collective Bargaining Agreement**

Regardless of which procedure is chosen by the Department member, the applicable time limits must be adhered to by the aggrieved member, or the grievance will be considered resolved

---

Type or print aggrieved member's name:

Aggrieved member's signature: _____

Step One

For grievances under the Collective Bargaining Agreement,
indicate article violated: _____

For grievances under Department Directives,
indicate directive violated:

Date, time and location of violation:
Name of individual(s) allegedly committing the violation:

Specifics of alleged violation:

Remedy sought:

Resolved Comments:

Step One

☐ Received:
Signature of Immediate Supervisor:_____ Date: _____ Time: _____

☐ This grievance has been denied
Signature of Immediate Supervisor:_____ Date: _____ Time: _____

☐ This grievance has not been resolved.
Signature of aggrieved member: _____ Date: _____ Time: _____

☐ This grievance has been resolved.
Signature of aggrieved member: _____ Date: _____ Time: _____

Step Two

☐ Received:
Signature of Lieutenant: _____ Date: _____ Time: _____

☐ This grievance has been denied
Signature of Lieutenant: _____ Date: _____ Time: _____

☐ This grievance has not been resolved.
Signature of aggrieved member: _____ Date: _____ Time: _____

☐ This grievance has been resolved
Signature of Aggrieved member: _____ Date: _____ Time: _____

Step Three

☐ Received:
Signature of Section Head/Captain: _____ Date: _____ Time: _____

☐ This grievance has been denied
Signature of Section Head/Captain: _____ Date: _____ Time: _____

☐ This grievance has not been resolved
Signature of aggrieved member: _____ Date: _____ Time: _____

☐ This grievance has been resolved.
Signature aggrieved member: _____ Date: _____ Time: _____

Step Four

☐ Received:
Signature of Major: _____ Date: _____ Time: _____

☐ This grievance has been denied
Signature of Major: _____ Date: _____ Time: _____

☐ This grievance has not been resolved.
Signature of aggrieved member: _____ Date: _____ Time: _____

☐ This grievance has been resolved
Signature of Major: _____ Date: _____ Time: _____

Step Five

☐ Received
Signature of Deputy Chief of Police:_____ Date: _____ Time: _____

☐ This grievance has been denied
Signature of Deputy Chief of Police:_____ Date: _____ Time: _____

☐ This grievance has not been resolved.
Signature of aggrieved member: _____ Date: _____ Time: _____

☐ This grievance has been resolved.
Signature of Deputy Chief of Police:_____ Date: _____ Time: _____

Step Six

☐ Received
Signature of Chief of Police: _____ Date: _____ Time: _____

☐ This grievance has been denied
Signature of Chief of Police: _____ Date: _____ Time: _____

☐ This grievance has not been resolved.
Signature of aggrieved member: _____ Date: _____ Time: _____

☐ This grievance has been resolved.
Signature of Chief of Police: _____ Date: _____ Time: _____

REMEDY

The above remedy has resolved my grievance.
Signature of aggrieved member: _____ **Date:** _____ **Time:** _____

APPENDIX D: AUTHORIZATION FOR REOCCURRING FOP VACATION DONATION

I hereby authorize my employer, the City of Ocala, to deduct the following hours from my vacation leave annually on each October 1 and transmit these hours to the FOP Union Time Pool.

I understand that these vacation hours will be deducted automatically each year unless I notify the City in writing by August 1st to cancel the automatic withdrawal for the following October. After cancellation in writing, there will be no deduction of my vacation hours to be transmitted to the FOP Union Time Pool without a new completed authorization form.

_____
Printed Name

_____
City Employee No.

_____
Vacation Hours Donated

_____ _____
Signature Date

Collective Bargaining Agreement

between

The City Of Ocala

and

Florida State
Fraternal Order Of Police Lodge #129
Lieutenants & Sergeants Bargaining Unit

October 1, 2025, through
September 30, 2028

TABLE OF CONTENTS

Article	Page
Article 1 - Recognition	4
Article 2 - Dues Deductions	5
Article 3 - Probationary Period	6
Article 4 - Extent/Construction of Agreement	7
Article 5 - Prohibited Strikes/Activities	9
Article 6 - Grievance Procedure	11
Article 7 - Discipline	16
Article 8 - Interrogation/Internal Affairs	20
Article 9 - Firearms	21
Article 10 - Rules and Regulations	22
Article 11 - Employee Duties	23
Article 12 - On-the-Job Injuries	24
Article 13 - Negotiations	26
Article 14 – Union Notification Procedures	28
Article 15 - Personnel Files	29
Article 16 - Education	30
Article 17 - Insurance	32
Article 18 - Overtime & Compensatory Time	33
Article 19 - Hours of Work / Shift Differential	36
Article 20 - Job Transfers, Posting and Shift Bids	37
Article 21 - Funeral Details	40
Article 22 - Holidays	41
Article 23 - Uniforms	42
Article 24 - Vehicles	44
Article 25 - Meals and Rest Breaks	45
Article 26 - Wages	46
Article 27- Prohibition of Discrimination	49

Article 28 - Leave for Funeral 50
Article 29 - Medical Leave of Absence 51
Article 30 - Substance Abuse Policy 52
Article 31 - Promotions 55
Article 32 - Vacation/Paid Time Off (PTO) 56
Article 33 - Sick Leave 60
Article 34 - Outside Employment 62
Article 35 - Military Leave 64
Article 36 - Blood Bank 65
Article 37 – Pension 66
Article 38 - Entire Agreement 69
Article 39 – Duration 70
Signature Page 71
Appendix A - Authorization for FOP Dues Deduction 72
Appendix B - Revocation of FOP Dues Deduction 73
Appendix C - Grievance Form 74
Appendix D – Authorization for Reoccurring FOP Vacation Donation 77
Appendix E – Sergeant & Lieutenant Pay Scale Example 78

ARTICLE 1 RECOGNITION

1.1 The City recognizes the Florida State Lodge, Fraternal Order of Police, as the sole and exclusive bargaining agent in respect to rates of pay, hours and other conditions of employment of the following described unit certified in Case No. RC-2004-004 by the Florida Public Employee Relations Commission (PERC) with the certification no. 1479:

> **INCLUDED:** All full-time sworn employees with the City of Ocala in the rank of police sergeant and police lieutenant.
>
> **EXCLUDED:** All full time sworn personnel employed by the City of Ocala in the classifications of: Patrolman, first class patrolman, master patrolman (corporal), sergeant assigned to the professional standards section, captain, major, deputy chief, chief of police and all non-sworn personnel of the City of Ocala. All other employees not listed above.

1.2 For purposes of this Agreement, the words “employee”, “employees” shall hereinafter refer to those persons included in the recognized unit identified in Section 1.1 above.

1.3 For the purposes of this Agreement, wherever the word “Union” is used, it shall be interpreted as the Florida State Lodge, Fraternal Order of Police.

1.4 For purposes of this Agreement, wherever the word “City” is used it shall be interpreted as either the City of Ocala or the Ocala Police Department, or both, as appropriate.

****

ARTICLE 2 DUES DEDUCTIONS

2.1 Employees shall have the right to become or remain members of the Lieutenants & Sergeants Bargaining Unit, or to withdraw from Lieutenants & Sergeants Bargaining Unit membership at any time.

2.2 Employees may authorize the deductions of Lieutenants & Sergeants Bargaining Unit dues by signing, dating, and forwarding to the City of Ocala Human Resources Department a payroll deduction form (Appendix A) provided by the Lieutenants & Sergeants Bargaining Unit.

2.3 Employees may revoke the authorization by signing, dating, and delivering a form (Appendix B) to that effect to the City of Ocala Human Resources Department

2.4 The authorizations provided in Section 2.2 above and the revocations of authorizations provided in Section 2.3 above will be acted upon by the City on the next regularly scheduled pay period following receipt by the City, provided there are at least fourteen (14) days from receipt to the end of the pay period. If less than fourteen (14) days, the City will act upon said authorizations/revocations on the next regularly scheduled pay period thereafter.

2.5 The Lieutenants & Sergeants Bargaining Unit will notify the City of Ocala Human Resources Department as to the amount of regular dues to be deducted, and any changes in dues authorized by the membership, in writing over the signature of an authorized officer of the Lieutenants & Sergeants Bargaining Unit. The Union will so notify the City of any changes in dues at least thirty (30) days in advance of the effective date of such changes.

2.6 The City will deduct regular dues from employees authorizing the same each pay period. In accordance with the established payroll schedule (biweekly), the City will transmit to the FOP or its designated depository, sent to 2641 N Magnolia Ave, Ocala FL 34475 or agreed upon ACH method, the regular dues deducted with a listing of contributing employees for the pay period. Such transmittals will occur in a timely fashion, but not later than ten (10) days from the specified pay day.

2.7 The Lieutenants & Sergeants Bargaining Unit holds the City harmless from all claims made against the City for deductions of Lieutenants & Sergeants Bargaining Unit dues.

2.8 The City will not assess an administrative fee to the Lieutenants & Sergeants Bargaining Unit for the payroll deduction of dues.

****

ARTICLE 3 PROBATIONARY PERIOD

3.1 Employees who are promoted in rank or position of sergeant or lieutenant shall be employed on probation in that rank or position for a period of six months.

****

ARTICLE 4 EXTENT AND CONSTRUCTION OF AGREEMENT

4.1 The City will not discontinue any employee rights and privileges provided by City Ordinance or written policy issued by the Chief of Police.

4.2 The City and the Lieutenants & Sergeants Bargaining Unit agree and intend that the City retains unilaterally all powers and prerogatives it possessed prior to Certification of the Lieutenants & Sergeants Bargaining Unit, unless such powers and/or prerogatives are consciously, knowingly, deliberately, specifically, expressly and unambiguously surrendered by the City in this Agreement.

4.3 Such unilateral powers and/or prerogatives of the City are, but not limited to:

4.3.1 To manage the Police Department and exercise sole, exclusive control and discretion over the organization of the Department and the operations thereof;

4.3.2 To determine the purpose and functions of the Department and its constituent divisions and units, and to determine the utilization of technology, including the introduction of new or improved methods or facilities or the changing of existing methods or facilities;

4.3.3 To determine, formulate, adopt, publish, modify, enforce and implement such policies, programs, standards, rules and regulations as are deemed by the City, solely at its discretion, to be necessary for the operation and/or improvement of the Police Department.

4.3.4 To set methods and means of operations, and standards of service to be offered by the Police Department, and to subcontract such operations and services to the extent deemed practical and feasible by the City;

4.3.5 To decide the number, location, design and maintenance of the Department's facilities, supplies, and equipment.

4.3.6 To determine the qualifications of all employees; to select, examine, hire, classify, train, layoff, assign, schedule, retain, transfer, promote, direct and manage all employees; and to establish, disestablish or modify the number, types, grades, and classifications of positions or employees in the Department, provided however, that any such layoff shall be done in inverse order of rank, and where rank is equal, in inverse order of time in rank and where time in rank is equal, in inverse order of time employed in the Department.

4.3.7 To maintain discipline of employees, including the sole and exclusive right to make rules and regulations not in conflict with this Agreement, provided however, that any dispute as to whether such rules and regulations conflict with this Agreement shall be subject to the grievance procedure of this Agreement, provided further that the decision of the Arbitrator with regard to the validity of the

rule in question shall be determinative in any future cases involving the validity of the same rule;

4.3.8 To discharge, demote, suspend, or discipline employees for cause provided the provisions of this Agreement are observed. However, probationary employees defined in Article 3.1 may be demoted by the City and said action shall not be subject to the grievance procedure in this Agreement;

4.3.9 To increase, reduce, or change the composition and size of the work force; and

4.3.10 To establish, delete or change the police-related job duties, assignments or job requirements of employees not to include the requirements for promotion contained in Article 31 of this Agreement.

4.4 Whenever it is determined by federal, state, or local government authority that a civil emergency exists (riot, civil disorder, hurricane, etc.), the provisions of this Agreement may be suspended by the Mayor or by the Chief of Police during the time of the declared emergency provided that the wage rates and monetary fringe benefits shall not be suspended. Any grievance arising during the suspension of this Agreement during a civil emergency may be pursued upon termination of the declared emergency.

4.5 It is expressly understood by the parties to this Agreement that the City shall not be deemed to have waived or modified any of the powers or prerogatives reserved by the City under this Article by not exercising said powers or prerogatives either on a particular matter or in a particular manner.

****

ARTICLE 5 PROHIBITED STRIKES AND RELATED ACTIVITIES

5.1 For purposes of this Article, the term "strike" is defined as the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with the City for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of such employment or for any other reason; the participation in a deliberate and concerted course of conduct which adversely affects the services of the City; the concerted failure of employees to report for work after the expiration of this Agreement or a succeeding agreement; and picketing in furtherance of a work stoppage regardless of purpose, e.g., picketing in furtherance of a strike in protest of an alleged unfair labor practice or a strike over a dispute not cognizable under the provisions of the grievance procedure contained in this Agreement shall violate this Article.

5.2 The term "strike" shall also mean any overt preparation to engage in the activities prohibited by this Section, including, but not limited to, the establishment of strike funds with regard to the above-listed activities.

5.3 All strikes are prohibited whether they occur before, during or after the term of this Agreement.

5.4 If the Union, or any officer, agent, or representative of the Union engages in a strike, the City may file suit in an appropriate forum to enjoin said strike, and to seek a fine against the Union, up to $5,000 for said strike.

5.5 The Union shall be responsible for such fines and damages if it participates, instigates, supports in any manner, authorizes, condones, excuses, ratifies or acquiesces to a strike.

5.6 Any employee who engages in a strike shall be terminated by the City effective with the date of the strike.

5.7 During a strike, any employee who is absent from any portion of their work assignment without authorization by the City or who abstains wholly or in part from the full performance of their duties will be presumed to have engaged in a strike.

5.8 No employee who participates in such a strike shall be entitled to any daily pay, wages, or any other benefits for the day(s) during which said strike occurs.

5.9 In the event of any grievance by an employee over their dismissal for engaging in any of the activities prohibited by this Article and following due process procedures as outlined in this Agreement and Departmental Directives, the arbitrator shall sustain the dismissal and deny the grievance if the employee engaged in the activities prohibited by this Article.

****

ARTICLE 6 GRIEVANCE PROCEDURE

6.1 For purposes of this Article, a "grievance" is defined as a dispute alleging a specific violation of this Agreement. However, nothing in this agreement shall preclude discussions, between employees and the City's supervisors or managers, to attempt resolution of problems in employment. However, if the problem is a grievance as defined herein, then the employee shall follow the steps and time limits provided in this grievance procedure. For purposes of the time limits provided in this Article, the dispute arises when a decision is made.

6.2 Employees shall follow all written and oral directives even if such directives are allegedly in violation of this Agreement. Compliance with such directives shall not prejudice in any way the employee's right to file a grievance. Employee(s) who refuse to follow directives pending the outcome of a grievance shall be subject to discipline as outlined in Article 7 of this Agreement, unless said directive is known to be a violation of criminal law.

6.3 For purposes of this Article, "working days" are defined as Monday through Friday, excluding any holidays provided in Article 22 of this Agreement should said holidays occur Monday to Friday.

6.4 Every grievance hereunder must specify: (a.) the Article and Section of Article alleged to have been violated; (b.) the alleged conduct violating the Agreement; (c.) the date, time, and place of the alleged conduct; (d.) the identity of the individual(s) committing the alleged conduct; and (e.) the remedy sought for the alleged violation.

6.5 All time limits for filing and further processing of grievances as provided in this Article shall be followed unless mutually extended in writing by the parties to the Agreement. Any grievance not filed or appealed in compliance with said time limits will be deemed settled and shall be foreclosed for all contractual and legal purposes. A grievance not answered within the time limits in this Article shall entitle the aggrieved employee to proceed to the next step.

6.6 Grievances must be signed and dated by an aggrieved employee or the Union Staff Representative of record. Where a grievance is filed as a "class action" on behalf of two or more aggrieved employees, all of whom have common duties, functions and responsibilities and all of whom have the same grounds for action, said grievance will be filed by the Union Staff Representative of record with the lowest level of common supervision among the aggrieved employees. Where a grievance is filed as a "class action" on behalf of any or all employees, no individual employee may file a separate grievance.

6.7 The aggrieved employee(s) may request representation of their choosing at any meeting called pursuant to this Article. However, the unavailability of a representative shall not be reason for extending any time limits of this Article, except as provided in Section 6.5 herein. Nothing in this Agreement shall be construed to prohibit an employee if they so choose from processing their own grievance without representation

where the adjustment, if any, of said grievance is not inconsistent with the terms of this Agreement.

6.8 All grievances filed by an employee shall be subject to the contractual grievance procedure provided by this Article, unless the employee elects on the grievance form (Appendix C) to use the grievance procedure provided under current Departmental Directives. An employee must elect which procedure they will use when the grievance is filed, and such decision shall be binding.

6.9 All grievances will be filed, investigated, presented, appealed and otherwise processed under this Article during the off-duty hours of the aggrieved employee and the off-duty hours of any Union representative(s), if any, unless prior approval is obtained from the Chief of Police or his designee to do so on-duty, except that for purposes of STEP ONE of the grievance procedure, the employee and their immediate supervisor may hold any informal discussion on a grievance while both the employee and the supervisor are on duty, provided further that an employee may hand deliver their written grievance at STEP TWO and above to the applicable supervisor(s) during the employee's normal working hours providing doing so does not disrupt normal work productivity.

6.10 The Union hereby indemnifies, defends and holds harmless the City, its officers, officials, agents and employees against any claim, demand, suit or liability and for all legal fees and costs arising from any action taken or not taken by the Union with respect to processing or not processing grievances under this Article.

6.11 Each party and the employee shall bear the full cost of their representation, if any, at all levels of this grievance procedure, including arbitration.

6.12 In STEP TWO and STEP THREE below, the aggrieved employee is responsible for personally presenting their grievance to the appropriate supervisor and the supervisor is responsible for personally presenting their response to the aggrieved employee. Delivery by mail, dropping in a box or basket, etc., will not be sufficient. However, a class action grievance such as referenced in Section 6.6 and is defined as a grievance brought by Union representative(s) on behalf of two or more persons of the same class, all of whom have common duties, functions and responsibilities and all of whom have the same grounds for action may be either hand delivered or delivered certified mail to a specific person. For said "class action" grievance filed by certified mail, the time of deliverance shall be the time of personal receipt of the certified mail.

A class action grievance cannot be instituted where disciplinary action or potential disciplinary action is involved. A class action grievance must:

- Identify the class with particularity,
- Identify the specific nature of the grievance of the class,
- Contain a complete statement of the grievance and facts upon which it is based,

- Contain a specific statement regarding the remedy or correction requested, and
- Identify the section or sections of the Agreement alleged to have been violated,
- Contain two or more names of the aggrieved employees.

When the aggrieved action is taken by a supervisor or managerial employee above the rank of Captain, the written grievance shall be filed at that level of supervision. (i.e., if the action was taken by a Captain, the grievance will be filed at STEP TWO; if taken by a Bureau Major, at STEP THREE; and if taken by the Deputy Chief of Police, at STEP FOUR.) However, this does not preclude the employee from having an informal discussion with the supervisor in an attempt to resolve the grievance prior to reducing the grievance to writing.

6.13 STEP ONE -- In the event an employee has a grievance, the aggrieved employee will reduce the grievance to writing and present the grievance to their immediate supervisor within seven (7) working days of the incident giving rise to the grievance, or the date on which the employee or Union reasonably should have known of the incident. The immediate supervisor shall have seven (7) working days from the discussion in this Step to respond.

6.14 STEP TWO -- If the aggrieved employee is dissatisfied with the response at STEP ONE or if there has been no timely response at STEP ONE, they must reduce their grievance to writing and present their grievance to their the next supervisory level within the chain of command within seven (7) working days of the response at STEP ONE, or if no such response within seven (7) working days of the expiration of the response period provided at STEP ONE. This supervisor shall have seven (7) working days to respond. If the aggrieved employee is dissatisfied with the response at STEP TWO, they shall proceed immediately to STEP THREE.

6.15 STEP THREE -- If the aggrieved employee is dissatisfied with the response at STEP TWO, or if there has been no timely response at STEP TWO, they may present their grievance to their next level of supervisor within seven (7) working days of the response at STEP TWO, or if no such response, within seven (7) working days of the expiration of the response period provided at STEP TWO. The affected supervisor shall have seven (7) working days to respond.

6.16 STEP FOUR -- If the aggrieved employee is dissatisfied with the response at STEP THREE, or if there has been no timely response, they may appeal the grievance by presenting it within seven (7) working days of the response at STEP THREE, or if no such response within seven (7) working days of the expiration of the response period provided at STEP THREE, to the Deputy Chief. The Deputy Chief shall have seven (7) working days to respond.

6.17 STEP FIVE – If the aggrieved employee is dissatisfied with the response at STEP FOUR, or if there has been no timely response, they may appeal the grievance by presenting it within seven (7) working days of the response at STEP FOUR, or if no such response within seven (7) working days of the expiration of the response period provided at STEP FOUR, to the Chief of Police. The Chief of Police shall have seven (7) working days to respond. Decisions of the Chief of Police under this Grievance Procedure will not be overridden except by an arbitrator pursuant to this Article.

6.18 In all the aforementioned STEPS of the grievance process, the stated time periods will be extended by any days that the aggrieved employee or the responding party is away from the work site due to leave, training, or travel.

6.19 ARBITRATION -- If the aggrieved employee is dissatisfied with the response at STEP FOUR, the grievance may be referred by the aggrieved employee to arbitration as hereinafter provided. If the Union is representing the aggrieved employee(s), the Union may choose not to proceed to arbitration based on the merits of the grievance.

6.20 The Union or the aggrieved employee shall notify the Chief of Police and the Mayor within seven (7) working days of the response at STEP FOUR of the intent to invoke arbitration, or the grievance shall be considered settled on the basis of the decision at STEP FOUR.

6.20.1 The party wishing to go to arbitration shall notify the Federal Mediation and Conciliation Service and request a list of seven (7) persons who shall not be affiliated with the City or the Union, nor be employees of any Federal or State Agency, to serve as arbitrator. The City and the Union shall each alternately strike three of the persons so named and the seventh or remaining person so named shall be the arbitrator. The party bringing the arbitration shall strike the first name. Either party has the right to reject, entirely, the first panel provided by the Federal Mediation and Conciliation Service.

6.20.2 Unless otherwise mutually agreed by the Union and the City, the arbitrator shall hear only one grievance at a time.

6.20.3 The arbitrator shall have no power to: add to, disregard, subtract from or modify the terms of this Agreement or any amendments hereto; establish or change any wage or wage structure; order any change in City practice which is not in violation of the express provisions of this Agreement; rule in any dispute regarding the standards of service the City chooses to provide; grant relief beyond the termination of this Agreement, nor retroactively prior to the execution date of this Agreement; rule upon any previously decided; consider any grievance not processed in accordance with the time limits of this Article; consider, revise or alter the City's judgment as to what constitutes minimum requirements for (a.) quality and quantity of work, or (b.) good cause for discipline as defined in Article 7, "Discipline"; rule in any dispute as to Agreement formation or termination; or disregard any principle of construction set forth in this Agreement.

6.20.4 In the event that a transcript of a hearing before an arbitrator is prepared, the party ordering the transcript shall pay the cost thereof. In the event more than one party desires a copy of the transcript, the cost of said transcript will be paid in proportion to the number of parties requesting the transcript. Neither the Union nor the aggrieved employee or anyone acting on their behalf shall attempt to avoid the cost of a transcript by requesting a copy of the transcript pursuant to the Public Records Act, or otherwise.

6.20.5 Arbitrator's fees and expenses will be shared equally by the Union and the City as parties to the issue being decided through arbitration.

6.20.6 In the event an employee rather than the Union elects to invoke arbitration, the employee shall deposit in the Registry of the Clerk of the Court for Marion County an amount of money estimated by the arbitrator to be sufficient to cover the arbitrator's fees and expenses. Such deposit shall be promptly forwarded to the arbitrator upon presentation of a bill for such services following the rendering of the arbitrator's decision.

6.20.7 The arbitrator shall render a written decision and opinion to the parties as soon as practicable, but in no event after forty-five (45) calendar days from the submission of post-hearing briefs, if any, or within forty-five (45) calendar days of the close of the hearing if no briefs are to be submitted.

6.20.8 The decision of the arbitrator is final and binding on all parties to the Arbitration and the grievance shall be considered resolved.

6.20.9 The arbitrator shall not construe this Agreement in any way which supersedes or preempts applicable laws, ordinances, statutes, or the City of Ocala Charter.

6.20.10 The only obligations binding on the City and the Union are those set forth in the four corners of this Agreement.

6.20.11 In the event of a "past practice" grievance, the arbitrator will determine if the alleged past practice exists.

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ARTICLE 7 DISCIPLINE

7.1 The City will follow a system of progressive discipline for non-serious misconduct. However, in cases of serious misconduct as defined below, the Chief of Police may elect to impose more severe discipline, including suspension, demotion, or dismissal, on the first offense. This in no way is a waiver of members' rights and protections guaranteed by Florida Statute 112. Disciplinary actions will be administered based on the severity and frequency of the offense, as outlined in the provided guidelines, categorized into five levels. Depending on the level and occurrence, discipline may range from a written reprimand to suspensions of varying lengths, potential demotion, or dismissal. In applicable cases, discipline may also include the suspension of take-home vehicle privileges for a specified period, though both suspension and loss of vehicle use are not necessarily imposed together. The specific consequences will be determined by the Chain of Command, ensuring proportionality to the misconduct while maintaining flexibility to address individual circumstances. The levels of progressive discipline are as follows:

- **Level One** _____

First Occurrence	Written reprimand
Second Occurrence	Written reprimand to 1 day Suspension
Third Occurrence	Written reprimand to 3 days suspension, and suspension of take-home vehicle for up to 7 workdays
Fourth Occurrence	Written reprimand up to 5 days suspension, and suspension of take-home vehicle for up to 28 workdays
Fifth Occurrence	Up to 10 days suspension, and suspension of take-home vehicle for up to 60 workdays, and/or demotion or dismissal

- **Level Two** _____

First Occurrence	Written reprimand to 3 days Suspension
Second Occurrence	Written reprimand up to 5 days suspension, and suspension of take-home vehicle for up to 14 workdays
Third Occurrence	Up to 10 days suspension, and suspension of take-home vehicle for up to 40 workdays, and/or demotion or dismissal

- **Level Three** _____

First Occurrence	Written reprimand, up to 5 days suspension, and suspension of take-home vehicle for up to 21 workdays
Second Occurrence	5-10 days suspension, and suspension of take-home vehicle for up to 42 workdays
Third Occurrence	10 days to 20 days suspension, and suspension of take-home vehicle for up to 90 workdays, and/or demotion or dismissal

- **Level Four** _____

First Occurrence	5 -10 days suspension, and suspension of take-home vehicle for up to 60 workdays, and/or demotion or dismissal
Second Occurrence	10-20 days suspension, and suspension of take-home vehicle for up to 90 workdays, and/or demotion or dismissal

- **Level Five** _____

First Occurrence	20 days suspension, and suspension of take-home vehicle for up to 120 workdays, and/or demotion or dismissal

7.1.1 The progressive/cumulative discipline will be administered as an individual occurrence regardless of the number of violations. Such discipline will be applied on a two-year period based upon the progressive discipline levels of occurrence.

7.1.2 The City may elect to take individual circumstances into consideration and may elect to administer no discipline or lesser discipline than that called for in this Article.

7.1.3 In connection with any of the progressive discipline provided in this Section, employees may also be placed on disciplinary probation by the City for good or just cause. Disciplinary probation shall not exceed one (1) year in length. Placing an employee on disciplinary probation, however, does not alter the progressivity required in this Article. Disciplinary probation in this section shall not prohibit the employee of the grievance procedure as stated in the Agreement.

7.2 In any arbitration arising out of the imposition of any discipline, the arbitrator shall not consider or admit any evidence relating to the grievant's work record or prior offenses or discipline other than if the previous offense was entered in the employee's personnel file, that the employee had notice thereof, and that a timely grievance was or was not filed (and if a grievance was filed, the final disposition thereof).

7.2.1 The arbitrator may rescind or reduce the discipline imposed by the City only:

(a) if, in a "non-serious" case, the progressivity required in Section 7.1 was not followed, and

(b) in any case, when the employee did not engage in the conduct attributed to him.

7.2.2 The arbitrator may not import into the arbitration proceedings criminal standards of jurisprudence.

7.3 The "misconduct" or "conduct" for which an employee may be disciplined is not limited to willful misconduct. Discipline may be imposed for any conduct which falls short of what an employer may reasonably expect and require of any employee.

7.3.1 The City may elect to take such circumstances into consideration, and based on such consideration may elect to administer no discipline, or lesser discipline than that called for in this Article; provided however, that no such instance of forbearance or administration of lesser discipline may be introduced in any subsequent arbitration proceeding involving that or another employee.

7.4 "Serious" misconduct necessitating suspension, demotion or discharge on the first offense at the City's election, shall be deemed to be that class of offense which

seriously violates, or could seriously violate the personal or property interests of the City, its citizens or any individual employed by the City, and/or in the City's interest in maintaining an orderly and efficient work place and in providing quality law enforcement service.

7.4.1 "Serious Misconduct" is defined and exemplified in Departmental Directives will constitute a serious offense under this Article.

7.4.1 Sustained charges of “misconduct” must identify the specific conduct that violates an agency policy, procedure, directive or law.

7.5 "Non-serious" misconduct for which progressive discipline may be imposed includes misconduct not defined as "Serious Misconduct" by Departmental Directives, nor deemed "Serious Misconduct" by the Chief of Police.

7.6 The City reserves the right to take any and all lawful measures necessary to prevent and detect misconduct.

7.7 All discipline will be documented, a copy provided to the employee who acknowledges receipt by their signature, with a copy approved by the Chief of Police being placed in the employee's official personnel file.

7.8 If in any disciplinary action an employee receives suspension, the employee may have the option of using **compensatory time** up to a maximum of 40 hours during a two-year period.

7.9. Documentation of disciplinary action taken against an employee will be maintained according to the “General Records Schedule for State and Local Government Agencies (Schedule GS1-SL)”, as follows:

7.9.1 In cases involving informal and/or formal discipline, the documentation will be held indefinitely. Pursuant to GS1-SL, public agencies may retain their records longer than the minimum retention periods set. The retention period is at the discretion of the public agency as long as the retention period is set forth by GS1-SL is not reduced.

7.10 Other than the “CRB,” civilian employees shall not be used for any review process that could result in the discipline of a sworn member, including but not limited to internal investigation (IA) review boards, pre-disciplinary panels, and or shooting review boards. Such panels or review boards will be comprised of full-time, sworn police officers only. Civilian employees may be interviewed as witnesses or experts during an internal review if necessary.

7.11 In reference to at-fault city vehicle crashes, the following applies:

1. **Minor Violation:** One caused by slight negligence or carelessness, which does not have the potential for serious bodily injury or a high level of property

damage. Example: backing slowly and hitting a tree, pole or mailbox; slowly moving forward and striking another vehicle. **(LEVEL 2)**

2. **Serious violation:** One caused by greater negligence or carelessness, which has a potential for bodily injury and/or property damage. Examples: a crash caused by speeding above the posted limit, a crash caused by improper passing, or a crash caused by a violation of right-of-way. **(LEVEL 3)**

3. **Extreme Violation:** One caused by driving a vehicle in a reckless or irresponsible manner, or with gross disregard for the safety of life or property, or which exhibits willful abuse of authority. Examples: a crash caused by flagrantly running a red light or stop sign during an emergency response, a crash caused by unreasonable/extreme speeds. Any crash involving an extreme violation whereby extensive property damage, or serious bodily injury and/or death occurs may result in discipline up to including termination. **(LEVEL 5)**

7.11.1 The Crash Review Board (CRB) shall determine the fault and classification of department vehicle involved crashes and provide disciplinary recommendations to the administration based on these guidelines.

7.11.2 The CRB may also recommend remedial driver training for any department member involved in an at-fault, on-duty crash based on the totality of circumstances.

7.11.3 The circumstances described at each violation level do not encompass all scenarios and are provided as guidelines only. The CRB should consider the totality of all circumstances for each department vehicle involved crash.

7.11.4 When a member is subject to a take-home vehicle suspension, their assigned vehicle shall be parked at the Ocala Police Department when not being used for official duties. Ten (10) minutes at the beginning and end of a member's shift shall be allotted for the member to load and unload their vehicle while on duty.

7.11.5 Any member found in violation of a take-home vehicle suspension shall have their take-home vehicle privileges permanently revoked until reinstated by the Chief of Police.

7.11.6 Discipline received under this section, including that as a result of CRB findings, shall be subject to the grievance process as defined in Article 6 of the Collective Bargaining Agreements.

7.11.7 Any discipline issued under Section 1. Minor Violation, a 1st and 2nd occurrence shall not apply to Article 31.4 (Promotions) of the Police Officer's Collective Bargaining Agreement.

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ARTICLE 8 INTERROGATION/INTERNAL AFFAIRS PROCEDURES

8.1 In all interrogations of employees conducted by the City that could result in an employee's discipline, suspension, demotion or termination, the City will comply with the provisions set forth in Chapter 112, Part VI, Florida State Statutes, as amended from time to time, commonly referred to as the Law Enforcement and Correctional Officer's Bill of Rights.

8.2 The employee who is the subject of the complaint or disciplinary hearing shall be afforded the right to be represented by an attorney or representative of their choice.

8.3 The subject officer shall be afforded the opportunity in accordance with F.S. 112, to review all the witness and complainant statements regardless of form, immediately prior to the subject officer giving their statement. The representative or attorney shall be afforded the right to be in the same room as the subject officer while the officer reviews said documents. After the subject officer reviews each statement, the officer and representative shall then have the right to leave said interview room and shall have the right to discuss each and every statement before the officer gives their statement.

8.4 Telephone complaints may not be used as the sole basis for disciplinary action against an employee unless the identity of the complainant is corroborated by law enforcement.

8.5 Submission to a polygraph examination must be a voluntary action. Polygraph examinations shall not be administered without the subject’s written approval or waiver.

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ARTICLE 9 FIREARMS

9.1 The department will issue to employees the firearms and ammunition for use on or off duty as specified in Departmental Directives.

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ARTICLE 10 RULES AND REGULATIONS

10.1 All City rules, regulations, policies or procedures now in existence or hereafter promulgated at the discretion of the City, shall remain in effect unless altered or deleted by the City in its discretion, or unless in conflict with this Agreement. Employees affected by such change in rules, regulations, policies, or procedures shall be notified of the change by the City.

10.2 No such rule, regulation, policy, or procedure or portion of the preceding shall be altered by this Agreement unless such alteration is specifically, unambiguously, and expressly provided by this Agreement.

10.3 Employees shall be required to observe and comply with all current and future rules and regulations as set forth in Departmental Directives and any other written or oral rules, regulations, and other directives promulgated by City supervision or management.

10.4 The Department will provide copies of all written or published directives to each employee. Employees will sign for (or electronically verify) receipt of such copies.

10.5 Employees may raise as defense to any disciplinary action for violation of any rule, lack of notice of that rule.

10.6 Within thirty (30) days of this Agreement's effective date, the City shall provide the Union’s local Labor Committee Chairman a copy of current Departmental Directives. Within thirty (30) days of the effective date of new, revised, or rescinded Departmental Directives, the City shall provide the Union's local Labor Committee Chairman copies of such directives.

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ARTICLE 11 EMPLOYEE DUTIES

11.1 This Agreement sets forth the parties' agreement on the wages and benefits to be paid to employees for performing such tasks as are assigned to them. Inasmuch as it is in the City's self-interest to employ its personnel in the most efficient and economical manner, there shall be no restriction on the work to be assigned to any classification of employees except as in this agreement.

11.2 The City specifically reserves the right to unilaterally alter the job descriptions and to change Departmental Directives, lawful orders, and the police-related duties of employees covered by this Agreement during the term of said Agreement for the efficiency of the Department. Notification of such changes will be made by the City to the Union’s local Labor Committee Chairman within thirty (30) days.

11.3 Under normal circumstances, the City will not request that any employee perform work, outside of that noticed in the employee’s job description, which presents a substantial risk of injury to himself or others. The determination as to whether or not such a substantial risk is present shall reside exclusively with the City.

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ARTICLE 12 ON-THE-JOB INJURIES

12.1 The City agrees to compensate employees as provided by Florida's Workers' Compensation Law for injuries arising out of and in the course of employment.

12.2 Any employee who is required to be off work due to a compensable (Florida Workers' Compensation) injury shall receive injury pay from the City as follows:

12.2.1 Full (regular) pay* for absence during the first seven (7) calendar days, including Workers' Compensation indemnity payments if due.

12.2.2 Eighty percent (80%) or regular pay* for absence beyond the first seven (7) calendar days, including Workers' Compensation indemnity payments if due. (Full pay including incentives but not uniform or meal allowances will be paid sworn police officers when required by Workers' Compensation 1990 section 440.15 (11).)

12.2.3 Any law enforcement officer as defined in FS 943.01 who, while acting within the course of employment as provided by FS 440.091, is maliciously or intentionally injured and who hereby sustain a job-connected disability compensable under FS 440.15(11), shall be carried in full-pay status in the manner and duration required by all applicable laws rather than being required to use sick, annual, or other leave. Full-pay status shall be granted only after submission to the employing agency's head of a medical report which gives a current diagnosis of the employee's recovery and ability to return to work. In no case shall the employee's salary and workers' compensation benefits exceed the amount of the employee's regular salary requirements.

12.2.4 Payroll checks will be identified with "WC" when the amount paid includes the Workers' Compensation benefit due. No federal tax or FICA will be withheld on the Workers' Compensation benefit portion, and the amount thus paid will be shown on the annual W-2 form as not subject to tax.

12.2.5 Controverted cases will be considered as non-work injury absences and will not be eligible for Injury Pay unless and until such time that the Florida State Workers' Compensation may rule that the absence is/was compensable. In the event that a controverted case is ruled to be a compensable absence, or the controvert is withdrawn, the payroll records will be corrected to show the Workers' Compensation portion as non-taxable, non-pension and any sick leave which may have been used restored to the employee's account. In any such event, the employee will be required to refund any pay received under Sick Leave which is in excess of 80%, or to charge the excess to annual leave.

12.2.6 Where Workers' Compensation benefits have been reduced (for injury

resulting from employee action under Florida State Workers' Compensation Law (as amended 1990), Section 440.09(4)), or where the employee has not followed through on prescribed medical care, or in any way delayed his ability to return to work, no Supplementary Pay above Workers' Compensation benefits will be due.

12.2.7 Accrued vacation and/or Sick Leave may not be used to supplement Workers' Compensation.

12.2.8 *Supplementary pay (amount above Workers' Compensation) shall cease if an individual is no longer classified as an employee.

12.3 Whether or not an employee covered by this Agreement is considered to have a compensable injury under Florida's Workers' Compensation Law will be determined by the Florida Division of Workers' Compensation and/or the court of appropriate jurisdiction.

12.4 If an employee is injured at any time while on duty, the employee shall notify their supervisor as soon as the injury is noticed and conform to the procedures outlined in Departmental Directives and the City of Ocala Handbook.

12.5 The Department may employ persons in restricted-duty capacities.

12.6 Employees working in a restricted-duty job shall be paid at their regular rate of pay.

12.7 Employees who lose time from work for a work-related illness or injury will be placed on Family and Medical Leave in accordance with the Family and Medical Leave Act (FMLA), if the illness or injury constitutes a serious health condition as the term is defined in the FMLA. Placement on FMLA shall not affect an employee's Worker's Compensation benefits under Florida Statute 440.

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ARTICLE 13 NEGOTIATIONS

13.1 The City agrees to allow the FOP to maintain a time pool. These hours shall carry over from one year to the next since these donated hours represent donor's original hours. These donated hours will only be used as vacation hours and such time pool may only be used to substitute for scheduled work hours and not to be used to incur overtime. The City will place the donor hours into the time pool based on the donor's rate of pay at the time of donation. The maximum dollar value of the time pool shall not exceed $12,000.

13.1.1 At the end of each fiscal year, any unused leave time earned by union members that exceeds the carryover limit will be transferred to the union's time pool, not to exceed the maximum value governed in 13.1.

13.2 Time pool hours may be drawn upon at the discretion of the FOP in increments of at least one (1) hour.

13.3 Charges against the FOP time pool shall only be made when approved by the FOP President.

13.4 The City Human Resources Department and the FOP shall keep a record of all time donated and drawn against the above pool. The FOP shall indemnify, defend and hold the City harmless against any and all claims made and against suits instituted against the City on account of the City complying with any of the provisions of this Article.

13.5 An FOP representative may be granted pool time to attend public budget hearings pertaining to the Ocala Police Department and the FOP, or resolution of impasse hearings before the City Council. This time pool may be used for State FOP board meetings, State FOP labor training, and labor representation, and not for any other purpose.

13.6 The City shall allow up to three (3) employees to attend official negotiation session(s) with the City while on duty, without loss of pay or leave time, as staffing allows and with permission of the Chief of Police or his designee.

13.7 Any representative of the union desiring to attend such meetings shall submit a request through the chain of command for time to their Bureau Major at least (5) working days prior to the date of such meeting. Such a request to utilize union time pool hours shall not be granted by the Ocala Police Department unless such use results in neither staffing shortage nor overtime pay or comp time accrual. Only the Chief of Police can waive said five (5) day notice.

13.8 No employee shall be permitted to use more than 110 hours in any calendar year of this agreement except for the FOP President.

13.9 This article is excluded from the Grievance Procedure.

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ARTICLE 14 UNION NOTIFICATION PROCEDURES

14.1 The Lieutenants & Sergeants Bargaining Unit shall share the Union's (1) glass-enclosed locked bulletin board not to exceed two (2) feet in width and three (3) feet in length in each of the District Offices, and one (1) each in two (2) of the employee break areas of the Ocala Police Department Headquarters building.

14.1.1 The Union shall bear all expenses connected with the procurement and installation of said bulletin boards.

14.2 The Union will not place on the bulletin boards provided in Section 14.1, any material, which is derogatory to the City or its management.

14.2.1 Other than notices of meetings and upcoming functions, the Union will provide copies to the Chief of Police of all items it wishes posted on said Bulletin Boards. The Union may utilize members City email addresses to coordinate meetings or communicate scheduled functions only.

14.3 The Union agrees to hold the City harmless from any and all liability and/or expenses, including attorney's fees which may result from the claim of any individual or organization, that said individual or organization has been maligned by any material appearing on said bulletin boards, or that any such material has actionably invaded the privacy of said individual or organization, and that said material has in any other way constituted a legally cognizable injury to said individual or organization.

14.3.1 It is understood and agreed that the terms "individual" and/or "organization" include public interest groups and agencies of any government, and that the term "injury" means invasion of any interest such individual or organization is permitted to defend or maintain through or by an action at law, equity, or the invocation of administrative remedies.

14.4 Placing a copy of such correspondence, notices, etc., in the Department's mailbox and/or email for the employee so designated by the Union will constitute delivery of same by the City to the Union.

14.5 Within sixty (60) days of the effective date of this agreement, the Union shall provide all employees, as defined in this Agreement, with a copy of this agreement.

14.6 The Union may use the Department's mailboxes for distribution of the Collective Bargaining Agreement.

14.7 The Union will not use the Department's mailboxes and electronic mail other than as specified herein for union meeting notices with prior approval of the Deputy Chief or with specific approval of the Chief of Police.

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ARTICLE 15 PERSONNEL FILES

15.1 For the purposes of this Agreement, the City shall maintain an official personnel file for each employee.

15.1.1 Such file shall be located in the City of Ocala Police Department Administration File room.

15.1.2 The only records that may be used as a basis for disciplinary action are those which appear in the employee's official discipline file and of which the employee has received notification thereof.

15.2 An employee may inspect their personnel file and any and all records of the City as provided under Chapter 119 of the Florida State Statutes.

15.2.1 Each employee shall attempt to inspect their personnel file during their off-duty time, but an employee may inspect their file during on duty time if approved by their immediate supervisor.

15.2.2 Employees may receive unredacted copies of their personnel file upon request. Copies shall be provided free of charge for the first ten (10) pages. Any copies above that limit shall be at the cost of reproduction in compliance with Florida State Statute 119 (Public Records Act).

15.3 In the event that an employee’s personnel file becomes the subject of a request under the Public Records Act, the City will comply with the provisions of that Act and disclose only that information not subject to an exemption from disclosure.

15.3.1 If possible, the employee whose personnel file is the subject of a Public Records Act request will be notified before the City complies with the request.

15.4 Personnel files shall contain those documents as listed in Departmental Directive 2.15 and shall also include commendations and awards. Said documents are to be placed in the file by the City.

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ARTICLE 16 EDUCATION

16.1 Upon obtaining a grade of C or better or otherwise successfully completing a course to be applied towards a law enforcement, criminal justice or other approved degree program offered by an accredited institution, the City will reimburse non-probationary employees 100% of the actual cost of tuition and fees up to an annual maximum of $3,000 per employee, except for those employees receiving education funds from other sources (LEEP, Veterans Administration, etc.).

16.1.1 Each employee will be responsible for notifying the Chief of Police, in writing, by March 1st of each year that they plan to attend such approved college courses during the upcoming fiscal year and will be requesting reimbursement up to the maximum annual amount of $3,000.

16.2 Employees may attend such courses during their off-duty time or, with approval of their immediate supervisor, during official working hours.

16.3 When an employee separates from employment for reasons other than death or disability retirement, within the twelve (12) month period after any reimbursement, such employee will reimburse the City for the cost of the reimbursement.

16.3.1 The cost of such reimbursement will be reduced by 1/12th for each complete month of employment following reimbursement.

16.3.2 Any monies due an employee upon their separation from employment shall be withheld up to an amount sufficient to cover the cost of the reimbursement provided.

16.3.3 If the costs of the reimbursement are higher than monies which are due on separation, the employee shall immediately reimburse the City for the balance of the reimbursement.

16.4 Employees are required by Florida State Statute to complete mandatory retraining. Approved training includes any advanced, career development, or specialized training offered by the various Criminal Justice Standards training centers and any training which has been specifically approved for this requirement.

16.4.1 Employees voluntarily attending courses for mandatory retraining shall be allowed to attend during official working hours, if such training occurs during their working hours, upon the approval of the Chief of Police or his designee.

16.4.2 If the employee is directed to attend such mandatory retraining, all time spent in the training will be considered as the employee's working hours.

16.4.3 If the City approves such mandatory retraining, all tuition or fees will be paid by the City.

16.5 If the employee is directed, upon approval by the Chief of Police, to attend an approved salary incentive course, the City shall pay all tuition and fees and provide official duty hours to attend.

16.5.1 If the employee elects to attend an approved salary incentive course, and the City approves such attendance, the employee will be responsible for all tuition and fees and the City, upon the approval of the Chief of Police or his designee, may provide official duty time to attend.

16.6 Upon request to the Supervisor of Resource Development, an employee will be provided a copy of the employee's record of accrued hours in mandatory service training and retraining.

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ARTICLE 17 INSURANCE

17.1 A comprehensive group insurance plan which includes provisions for hospitalization, medical services, income continuation, life insurance, and optional extension to employee's dependents is available to employees at premiums under conditions specified in the group insurance plan.

17.2 The level of benefits under the group insurance plan shall be those set forth in the booklets supplied by the insurance carrier.

17.3 The City reserves the right to unilaterally change insurance carriers and administrative claims processors.

17.4 When the City determines that there is reason to change benefits or coverage under the group insurance plan, the following procedure shall apply: (1) the City will provide to the Union notice in writing of its determination, such notice to occur not less than 30 days prior to implementation of the determined change(s); (2) the City and the Union may reopen negotiations on this Article; (3) the City may not implement any reduction in benefits or coverage until completion of negotiations or any impasse has been resolved by the City Council.

17.5 Both the City and the Union agree to waive the use of a Special Master to resolve any impasse under this Article.

17.6 The City and the Union agree that one union-appointed representative will be allowed on the Insurance Review Committee. The Union understands that the Insurance Review Committee is not a standing committee and that it will convene on an as needed basis.

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ARTICLE 18 OVERTIME AND COMPENSATORY TIME

18.1 Employees will receive an overtime premium of one and one-half times their regular hourly rate for all hours actually worked in excess of eighty (80) hours in each work period consisting of fourteen (14) consecutive days.

18.1.1 Such regular rate will include incentive monies and shift differentials as applicable if the conditions are met for payment for such shift differentials as provided under Article 19 of this Agreement.

18.2 For purposes of overtime computations pursuant to Section 18.1, only hours actually worked will be considered.

18.2.1 However, “holiday hours” where the holiday occurs on a regularly scheduled workday, and approved vacation time and scheduled PTO, will count as hours worked for purposes of overtime eligibility. Unscheduled PTO, sick and compensatory time is not considered hours worked for overtime eligibility.

18.3 In lieu of receiving overtime pay, an employee may request from the immediate supervisor to be permitted to accrue compensatory time-off at the rate of one and one-half times the hours for which overtime compensation would otherwise be paid pursuant to Section 18.1 of this article. At no time will the City require an employee to work for compensatory time in lieu of overtime pay.

18.3.1 The maximum amount of compensatory time a member may accrue is 270 compensatory hours.

18.3.2 An employee may draw on accrued compensatory time by making a request to the immediate supervisor and such requests will be honored unless the leave is unduly disruptive to the operations of the department.

18.3.3 An employee may elect to cash out 80 (eighty) hours of accrued compensatory time annually.

18.3.4 Accrued unused compensatory time will be paid to the employee upon termination of employment based on the higher of the last regular hourly rate.

18.4 When either under a subpoena or when required by the State Attorney for attendance in connection with official duties, an employee is considered "on call" if the employee is not required to remain at a court facility but is required to provide a telephone number with a representative of the State Attorney's office where the employee can be reached.

18.4.1 Voicemail shall not meet the provisions of this Article.

18.4.2 When employees are placed "on call" while under a subpoena, they shall be compensated at a rate of one-half hour for every eight (8) hours "on call."

18.4.3 Court "on call" status is only in effect for the hours, or portion thereof, the court is actually in session on the case for which the member was subpoenaed.

18.4.4 Such "on call" status must be documented on a subpoena by an attorney of the State Attorney's Office or on a witness slip from the approving attorney.

18.4.5 Time earned "on call" will be paid at the employee's regular rate and such time will not be included with all other hours of work for computing overtime.

18.5 An employee is also considered "on call" when they are instructed by a department supervisor (whether orally, in writing, by posted list and instruction, or other means) to leave a telephone number where they can be personally reached.

18.5.1 Employees will be compensated one hour for each eight (8) hour period, or fraction thereof, that they are required to remain in a "department on call time" status during scheduled time off.

18.5.2 Voicemail shall not meet the provisions of this Article.

18.5.3 Time earned "on call" will be paid at the employee's regular rate and such time will not be included with all other hours of work for computing overtime.

18.6 Employees called in to work by the Department will receive a minimum of three (3) hours pay at the overtime rate.

18.6.1 Employees may be required to perform other duties as may be assigned during any call-in, as long as it is job-related, until relieved by a supervisor.

18.6.2 Employees called in to work for court appearances will receive a minimum of two (2) hours of pay at the overtime rate.

18.7 An employee is considered "on standby" if they are instructed by a department supervisor to remain at City premises or if the employee is instructed by an attorney of the State Attorney's office to remain in court for an appearance in connection with their official duties, such that they cannot use the time effectively for their own purposes.

18.7.1 Time spent "on standby" shall be paid at the employee's regular rate, and such hours will not be included with all other hours of work for computing overtime.

18.8 The City may adjust an employee's hours of work only when the scheduled hours to be worked are known in advance (e.g., pre-scheduled meeting, special operations, etc.) and the employee has been given a reasonable notice to the change.

18.8.1 "Reasonable notice" for this section shall be defined as at least seven (7) days' notice for a change affecting only one shift and prior to the beginning of the pay period when the change affects the entire pay period.

18.9 "Reasonable notice" as referred to in this article, is not required in any circumstance when an exigent circumstance has been determined by the Chief of Police or his designee.

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ARTICLE 19 HOURS OF WORK, SHIFTS, AND SHIFT DIFFERENTIALS

19.1 Under normal circumstances, an employee's scheduled tour of duty will consist of eighty (80) hours per pay period.

19.2 Employees who work shifts shall receive the noted shift differential for any hours worked in the following time periods:

(0000-0800) 6%
(0800-1600) 0%
(1600-0000) 3%

19.3 For an employee whose shift starts at any time other than described above, or extends beyond eight (8) hours, their shift differential shall be determined by the percentage of hours worked during the periods described above. If half or more of the employee's shift is during any time period specified above, the employee shall receive that time period's differential which is highest.

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ARTICLE 20 JOB TRANSFERS, POSTING, AND SHIFT BIDS

20.1 A "job transfer" for purposes of this Article is defined as a voluntary movement of an employee between the Units or the Bureaus of the Department, where the movement is intended but not guaranteed by the City to last in excess of one calendar week.

20.2 A list of bargaining unit employees eligible for job transfers to each specialized unit will be established, to be effective for a period of six months. Upon an opening occurring in a specialized unit, the Department will post a notice to all bargaining unit employees seeking to apply for job transfer opportunities. The notice will be emailed to all sworn personnel and remain open for ten (10) consecutive days. Any employee desiring to apply must do so to the office of the Chief of Police or his designee by the last day of the 10-day posting period. The list of applicants shall be effective for a period of six months from the close of the posting period. There shall be only one eligibility list per specialized unit. Once a list is established, it shall not be reopened for new applicants until it expires or no applicants remain on the list. Any job transfer openings that occur during the course of the six-month period in that specialized unit will be filled from the list of applicants. Employees shall not be prohibited from placing their names on multiple specialized unit lists. If an opening occurs in the specialized unit while the list is active, it shall be filled from individuals on the list; provided, however, that the actual assignment may be delayed in the event manpower needs so require.

20.3 The selection of employees for a job assignment or transfer will be made solely by the Chief of Police based on the needs of the department and the candidate's qualifications, including not limited to training, ability, experience, performance and conduct.

20.3.1 Each applicant will receive notification of which applicant was selected to fill posted vacancies and the reason(s) for that applicant’s selection.

20.4 All jobs and job transfers are temporary in nature in that there is no specific term during which the employee may remain in a particular Unit or Bureau of the Department.

20.5 Employees may receive an involuntary transfer in a job at any time. At the employee’s request, written explanation will be provided for an involuntary transfer. When an employee is involuntarily transferred into a position, there will be no job posting for that position pursuant to Article 20.2. When a vacancy is created due to the involuntary transfer from a position, the position will be posted pursuant to Article 20.2.

20.6 There shall be no restriction on the City's ability to transfer employees among shifts if reasonable notice of the change is given to the employee.

20.6.1 "Reasonable notice" for this section shall be defined as at least seven (7) days’ notice for a change affecting only one shift and prior to the beginning of the pay period when the change affects the entire pay period.

20.6.2 "Reasonable notice" as referred to in this article, is not required in any circumstance when an exigent circumstance has been determined by the Chief of Police or his designee.

20.7 Any employee desiring a transfer of shift or district may submit a request through the chain of command to the Chief of Police or designees substantiating in the request the reasons for a transfer.

20.7.1 Such requests will be granted or denied at the discretion of the Chief of Police or Deputy Chief, with explanation for the decision given to the requesting employee.

SHIFT BIDS

20.8 Sergeants shall be allowed to select/bid the shift of their choice by seniority.

20.8.1 Watch Commanders assigned to Patrol shall be subject to a six-month day / night shift rotation.

20.8.2 Seniority is defined as seniority at present time and grade October 1, 2010. The Department will maintain a list that will be recognized as the official document outlining seniority.

20.9 The order of selection for the shift bid/selection shall be as follows: Police Officers, then Sergeants, and lastly Lieutenants.

20.10 The shift selection/bid shall occur twice a year – in May of each year to take effect in July of the same year; and November of each year to take effect in January of the following year.

20.11 The City shall notify all bargaining unit members by posting the shift/bid selection notice at least six (6) weeks prior as outlined in Section 20.10 above.

20.12 There shall be a sign-up sheet maintained by the Watch Commanders with a seniority list attached The sign-up sheet shall contain the categories of each squad and each shift with the corresponding days off. Each bargaining unit shall make their selection/bid by placing their name on the sign-up sheet.

20.13 The Union recognizes the mission of the Police Department and agrees that the City reserves the right to determine the number of bargaining unit members allocated to any particular shift and district.

20.14 Any bargaining unit member who has a personal intimate relationship with another bargaining unit member, or with a member of the Lieutenants and Sergeants (Supervisors) bargaining unit, shall not be permitted to work on the same shift or squad

with that person. However, this may be waived at the sole discretion of the Chief of Police. As long as the two Officers or the Officer and Supervisor are on separate shifts or specialized assignments, the effected two Officers' work hours, or the Officer's and Supervisor's work hours can overlap during those shifts and not be in violation of this Agreement. This restriction shall not be considered disciplinary action. The shift bid process will not be stalled in the event of a grievance and the aggrieved employee will still be required to bid as ordered. If the grievance prevails, the officer will be permitted to bid for any vacant shift and will not be restricted in the subsequent shift bid.

20.15 The union and City agree that there may be circumstances where human behavior of an employee triggers a concern that the employee is displaying an attitude or leadership style that is detrimental to the department or for developmental reasons where correction can be accomplished through change in shift assignment. In such circumstances, the following procedure shall apply:

20.15.1 The behavior that is displayed shall be reduced to writing by the department and served on the employee and the union no later than thirty (30) days prior to the posting of the July or January shift bid;

20.15.2 The employee through the union shall request in writing a meeting with the Chief within ten (10) days of service of the notice referenced in 20.15.1 above. Said meeting shall take place within ten (10) days after the Chief receives the notice, or a date that is mutually agreed upon by all parties;

20.15.3 The union, employee and the Chief or his designee shall meet within ten (10) days of the request to define a corrective plan of action;

20.15.4 If no corrective plan of action can be agreed upon, or if a meeting as referenced in 20.15.2 above is not requested, the employee shall be moved to another shift only for one (1) six-month rotation. This action shall not be considered disciplinary action and will not be subject to the grievance procedure set forth in the collective bargaining agreement.

20.16 The union and City agree that the Department reserves the right to move an employee from A Squad to B Squad, and vice versa, for developmental reasons articulated by the Department with written notice to the employee at least thirty (30) days prior to the posting of the July or January shift bids. In such circumstances, the employee impacted may request in writing a meeting with the Chief within ten (10) days of receiving this notice to discuss this issue. The union, employee and the Chief or his designee shall meet within ten (10) days of the request to discuss this matter, or a date that is mutually agreed upon by all parties. If no agreement is reached, or if a meeting as referenced in this section is not requested, the employee shall be moved from A Squad to B Squad, or vice versa, only for one (1) six-month rotation. This action shall not be considered disciplinary action and will not be subject to the grievance procedure set forth in the collective bargaining agreement.

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ARTICLE 21 FUNERAL DETAILS

21.1 An employee may request, through the chain of command, from the Chief of Police permission to attend the funeral of a Florida law enforcement officer who loses their life.

21.2 Employees wishing to attend the annual Law Enforcement Memorial Services in Tallahassee, Washington, D.C., or any other approved memorial service, in uniform, using city vehicle, equipment, or other resources of the city, either on or off duty will request permission, through the chain of command, from the Chief of Police, or his designee, at least thirty (30) calendar days prior to such event. The Chief of Police or their designee will respond to the request at least fifteen (15) calendar days prior to the event.

21.3 Employees whose requests are granted to attend a funeral or memorial service under this Article will be granted administrative leave for purposes of attending the funeral or memorial service and transportation to and from the funeral or memorial service in order to represent the department, if such attendance occurs during the employee's working hours.

21.4 The Department will provide at least one (1) marked patrol vehicle and a credit card for the purchase of gas and oil in connection with transportation to and from the location of the approved funeral or memorial services. All other expenses incurred are to be paid by the employees attending the funeral.

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ARTICLE 22 HOLIDAYS

22.1 The Department's observed holidays are: New Year's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the following Friday, Christmas Eve, Christmas Day, Dr. Martin Luther King Day and any other approved holiday that other City employees receive.

22.2 Employees shall receive one (1) floating holiday per year which entitles them to one working day off with pay (8 hours or 10 hours, or 12 hours depending on length of normal shift).

22.3 When a holiday falls on a patrol training day, the selection for assignment to work will be based on seniority within that rank.

22.4 Employees on approved vacation or sick leave with pay when a holiday occurs shall not be charged vacation or sick leave for the holiday.

22.5 Employees receive double time and one-half their regular rate of pay for working a holiday on their normally scheduled workday. That is, if the employee's normal workday is eight hours, they will be paid double time and one-half for eight hours, if their normal workday is ten hours, they will be paid double time and one-half for ten hours.

22.6 When a holiday falls on an employee's scheduled day off, the employee shall be paid eight (8) hours, ten (10) hours or twelve (12) hours, to correspond with the length of their normal shift, in addition to all other compensation for that pay period.

22.7 Whenever possible, the City will provide not less than seven (7) days' notice if an employee is to be scheduled off on a regular scheduled holiday workday.

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ARTICLE 23 UNIFORMS

23.1 Employees shall only wear the uniform and accessories issued by the Department and described in the Departmental Directives except as provided for in this Article.

23.2 All uniforms shall be of presentable appearance as determined by supervision.

23.3 Employees attending training are required to wear the "uniform of the day", an approved training uniform, or other appropriate clothing as directed by their Bureau Major or Unit Supervisor, or the Range Master.

23.4 Except for shoes and trouser belts, uniforms will be issued by the Department to employees.

23.5 To replace any worn article of the uniform, the old article must be returned to the Department.

23.6 Employees pay for uniform articles which are worn or damaged outside the normal course of duty.

23.7 The City will reimburse employees for the cost of prescription eyewear and dental appliances damaged in the line of duty.

23.8 Watches and sunglasses will be reimbursed up to a limit of $100 where these items are damaged in the line of duty, unless the damage was caused by the fault of the employee as determined by the Chief of Police.

23.9 Investigative employees may wear civilian clothing in conformance with the dress code as outlined in Departmental Directives when performing investigative work.

23.10 The following positions shall receive an annual clothing allowance of $750 for the purpose of purchasing civilian clothing to be worn in the performance of their duties, as follows: Detective Supervisors. The following employees who are occasionally required to wear civilian clothing shall receive $450 as follows: Supervisor of Special Deployment Unit and the Resource Development Supervisor.

23.11 Employees assigned to Honor Guard will receive a $300 cleaning allowance for their Honor Guard Uniforms.

23.12 The allocation and other conditions associated with the clothing allowance will be determined at the Chief's discretion.

23.13 The Department will pay employees an annual allowance of $200.00 for uniform shoes and trouser belts.

23.14 To cover the cost of cleaning, employees will receive a payment equivalent to the rate of $7.50 per week to be increased annually on October 1, based on the Consumer Price Index. This amount shall be incorporated into the employee's base rate of pay.

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ARTICLE 24 VEHICLES

24.1 Upon availability, as determined by the Chief of Police or their designee, all Sergeants and Lieutenants will be assigned a take-home vehicle. This Article supplements the protections provided to officers pursuant to Florida Statutes, s. 627.7491.

24.2Take-home vehicles will be used as follows:

a. Sergeants and Lieutenants are allowed to use vehicle for personal use within thirty-five (35) miles of Ocala Police Department headquarters only. For Lieutenants, that distance is increased to within fifty (50) miles of OPD headquarters; only such use must conform with all Departmental Directives concerning the use of take-home vehicles.
b. Sergeants and Lieutenants who are on call and receiving payment for on-call status;
c. Sergeants and Lieutenants who are participating in duty-related activities.

24.3 Take-home vehicles shall not be operated:

a. when the Sergeant and Lieutenant is under the influence of drugs or alcohol;
b. by anyone other than the assigned Sergeant and Lieutenant,
c. in a manner that would be considered bad faith or with a malicious purpose or in a manner exhibiting wanton or willful disregard of human rights, safety, or property as conceived by Florida Statutes. 627.7491.

24.4 Termination or suspension of a take-home vehicle assignment may be imposed as a disciplinary action when an employee, including while off duty, violates Department Directives or Policies, or when the loss of assignment results from other disciplinary action. This action may be taken at the discretion of the Chief of Police or upon recommendation from the Crash Review Board.

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ARTICLE 25 MEALS AND REST BREAKS

25.1 All sworn police officers shall be allowed a forty-five (45) minute paid meal break.

25.2 At the discretion of supervision, employees may eat at a location, regardless of whether the location is inside or outside of the city limits.

25.2.1 Employees leaving the City to eat shall begin their meal break upon leaving the City limits and end the meal break upon re-entering the City limits.

25.3 Employees on meal breaks are considered relieved from duty even though they are required to remain in radio contact.

25.3.1 Employees will not be called from their meal breaks or otherwise interrupted by the Department except for emergencies

25.4 Employees may take two (2) rest breaks not to exceed fifteen (15) minutes each except when a superior determines at his discretion that the workload necessitates denial of the rest period.

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ARTICLE 26 WAGES

26.1 Minimum and maximum base pay (not including incentive pay, differential pay, specialty pay, merit pay, overtime, etc.) of eligible employees, during the term of this Agreement, shall be as described below and further clarified in Appendix E:

CLASSIFICATION SERGEANT

	Annual Minimum
October 1, 2025	$97,841
Year 1- $97,841	
Year 2- $100,972	
Year 3- $104,203	
Year 4- $107,538	
Year 5- $110,979	
Year 6+ $114,531	
October 1, 2026	$100,777
Year 1- $100,777	
Year 2- $104,002	
Year 3- $107,330	
Year 4- $110,764	
Year 5- $114,309	
Year 6+ $117,967	
October 1, 2027	$103,800
Year 1- $103,800	
Year 2- $107,122	
Year 3- $110,550	
Year 4- $114,087	
Year 5- $117,738	
Year 6+ $121,506	

CLASSIFICATION LIEUTENANT

	Annual Minimum
October 1, 2025	$115,756
Year 1- $115,756	
Year 2- $119,460	
Year 3- $123,283	
Year 4- $127,228	
Year 5- $131,300	
Year 6+ $135,501	
October 1, 2026	$119,229
Year 1- $119,229	
Year 2- $123,044	

Year 3- $126,982
Year 4- $131,045
Year 5- $135,239
Year 6+ $139,566

October 1, 2027 $122,806
Year 1- $122,806
Year 2- $126,736
Year 3- $130,791
Year 4- $134,977
Year 5- $139,296
Year 6+ $143,753

26.1.1 Pay raises occur on October 1 of each year. Each bargaining unit will fall into their pay scale bracket based upon their time in grade. Each bargaining unit member will advance a "Year" in the scale upon the rank anniversary. If the member's rank anniversary occurs in the 2nd week of a pay period, it will take effect in the following pay period.

26.1.2 Members shall be placed in the minimum "Year" that guarantees, upon promotion, they shall not take a loss in base pay.

26.2. All future increases beyond the term of this agreement, if any, will be subject to negotiations by the parties.

26.3 Employees who are on disciplinary probation are not eligible to receive the pay increases stated above. Upon removal from disciplinary probation, the bargaining unit member shall receive the pay increase. The pay increase will not be retroactive.

26.4 Employees will receive pay and notice of related benefits (sick leave, vacation leave, deduction of dues, and the like) on a biweekly schedule as determined by the City during the term of this Agreement.

26.5 Total annual hours for sick leave and vacation leave benefits will remain as described in the Agreement.

INCENTIVES

26.6 Employees designated as Field Training Officers and assigned to a Field Training Curriculum will be paid an additional six (6) percent beyond their hourly rate.

26.7 Employees assigned as a Special Weapons and Tactics (SWAT) Supervisor will be paid an additional six (6) percent beyond their hourly rate.

26.8 Employees who work as an acting District Commander or Watch Commander shall be paid six (6) percent above their regular hourly rate of pay for one-half (1/2) shift or more while acting as a supervisor.

26.9 Employees assigned as Detective Supervisors in the Investigative Services Bureau will be paid an additional six (6) percent beyond their hourly rate.

26.10 Employees assigned as Polygraph Examiners, that are not assigned a position described in Article 26.9, will be paid an additional six (6) percent beyond their hourly rate. Polygraph Examiners must be currently assigned by the Ocala Police Department as a Polygraph Examiner and meet the training requirements of the Florida Polygraph Association.

PERFORMANCE EVALUATION

26.11 Based on periodic performance evaluations under a program established and administered by the Chief of Police, employees shall be informed of their performance rating by the supervisor evaluating the employee's performance; however, the performance evaluation shall not be tied to any merit adjustment.

26.12 Each employee shall receive a copy of any report describing the employee's individual performance, said report having been provided under the established program of periodic reports evaluating the employee's performance.

26.13 In the event of a dispute between the City and the Union as to the evaluation of performance expressed by the rater, such dispute shall be subject to the Grievance Procedure provided in this Agreement up to the Chief of Police, whose decision will be final and binding.

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ARTICLE 27 PROHIBITION OF DISCRIMINATION

27.1 In the event either party (City or Union) to this Agreement has reason to believe that the other has, in violation of any applicable law, discriminated against or harassed any employee covered by this Agreement on the basis of race, color, religion, sex, national origin, age, handicap, marital status, union membership or non-membership, the party entertaining that view will so notify the party believed to have violated said law, in order that said party may conduct a thorough investigation and take such remedial action as it deems appropriate.

27.2 It is understood that the City of Ocala, the FOP or the Union will not tolerate prohibited discrimination or harassment.

27.3 For the City, investigation of employee harassment complaints is pursuant to Departmental Directives.

27.4 The only other procedure for resolving allegations of such statutory violations is the procedure established by the statute prohibiting the discrimination or harassment alleged to have been committed.

27.5 Complaints of discrimination or harassment are not subject to the Grievance Procedure contained in this Agreement.

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ARTICLE 28 LEAVE FOR FAMILY MEMBER'S FUNERAL

28.1 For purposes of this Article, immediate family means the following relatives of the employee or spouse (including in-laws or step-relatives):

1. spouse,
2. parents,
3. siblings,
4. children,
5. all levels of grandparents, or
6. all levels of grandchildren.

28.2 Employees may use up to five (5) working days of accrued sick leave for purposes of a family member's funeral. The five (5) working days do not have to be used consecutively. “Sick leave” used for bereavement shall not be considered a “callout/off” occurrence.

28.3 The sick leave days used to attend a family member's funeral shall not be counted against the accrual of special vacation time as described in Departmental Directives.

28.4 Any employee who has exhausted their entitlement to accrued sick leave as provided in this Article may request additional time off to be deducted from accrued vacation or compensatory time, if any, or to be taken as a leave of absence without pay, and such request may be granted at the discretion of the Chief of Police or his designee.

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ARTICLE 29 MEDICAL LEAVE OF ABSENCE (FMLA)

29.1 Family and Medical Leave Act (FMLA) leave shall be administered in accordance with law and Departmental Directives.

29.2 Grievance Procedure. Disputes arising under this Article, including denials of FMLA leave or restoration rights, **cannot** be addressed through the grievance procedure outlined in this Agreement. Employees may pursue remedies under federal law through the U.S. Department of Labor or a court of competent jurisdiction.

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ARTICLE 30 SUBSTANCE ABUSE POLICY

30.1 As employees engaged in public safety and law enforcement, the employees covered by this Agreement are held to the highest possible standard in terms of being free from the presence of controlled substances and alcohol in their systems. The City desires to promote "Zero Tolerance" for substance abuse and preserve a drug-free workplace in the interest of safely protecting both its employees and the lives and property of the public. It is recognized that law enforcement employees with drugs or alcohol present in their systems present a special risk and a direct threat to the public health and safety. Consequently, this Article will be interpreted liberally to protect the public's interest in law enforcement employees who are free from alcohol and controlled substances.

30.1.1 For purposes of this Article, "controlled substances" consist of such drugs, narcotics, or mind-altering substances, which are controlled by Florida or federal law.

30.2 As a condition of continued employment, all employees are prohibited from using, being under the influence of, possessing, distributing, or having present in their systems controlled substances, without approval by the City Employee Health Center.

30.2.1 Employees are prohibited from having present in their systems a blood alcohol level higher than .00 while on duty; working special details; in uniform; while operating City vehicles or equipment; or after the employee is placed on "standby", "on-call", or "white" or "white Code X" alert, provided that if an employee believes that they have alcohol in their system, they shall so advise the person seeking to place them on any such status and they shall not be placed on such status.

30.2.2 All classes of employees covered by the Agreement are designated special risk for drug/alcohol testing purpose and therefore subject to random drug/alcohol testing. Special risk means employees who are required, as a condition of employment, to be certified under Chapter 943, Florida Statutes. A special risk employee may be randomly tested for prohibited drugs as defined in policy and Florida Statutes and/or alcohol use on a random basis. Random tests will be spread reasonably throughout the year based on the agency ID numbers of bargaining unit employees. Up to twenty (20) percent of the bargaining unit members will be subject to random drug/alcohol testing on a quarterly basis. For drug testing, an initial and confirmatory test shall be used, and all such tests shall be reviewed by a Medical Review Officer for accuracy. Drug testing described in this article is exempt from provisions of Article 18.8. All drug testing time will be considered on-duty and employees will be compensated as such.

30.2.3 Upon confirmation of any positive test for controlled substances being present in one's system or blood alcohol level higher than .00, appropriate employee disciplinary action will be taken, which may include termination.

The City, at its discretion in a disciplinary action, may require an employee to participate in a rehabilitation program and mandatory drug and/or alcohol testing, at the employee's expense, as a condition of continuing employment.,

30.2.4 If the employee fails to complete the substance abuse treatment or refuses to participate in any substance abuse treatment program the Chief of Police may terminate the employee.

30.3 Upon reasonable suspicion that an employee may have violated the condition of employment contained in this Agreement, the Chief of Police or designee may order the employee to consent and submit to urine and/or blood testing.

30.3.1 For purposes of the Article, "reasonable suspicion" is defined as some articulable basis for believing that a violation of Article 30 of this Agreement has occurred, including but not limited to: (a) observable phenomena at work such as direct observation of controlled substances or alcohol use or the physical symptoms or manifestations of being under the influence of controlled substances or alcohol; (b) abnormal conduct or erratic behavior while at work or a significant deterioration in work performance; (c) a report of controlled substances or alcohol use provided by a reliable and credible source; (d) evidence that an employee has tampered with a controlled substance or alcohol test during employment; (e) information that an employee has caused or contributed to an on-the-job injury or accident; (f) information that an employee has outside their job responsibilities sold, solicited, possessed, manufactured, dispensed, distributed, used, or transferred controlled substances or alcohol while on the job; (g) information that an employee has used, sold, solicited, dispensed, distributed, possessed, manufactured or transferred controlled substances off-the-job; or (h) any other articulable reason to suspect that an employee has violated the provisions of this Article. An at-fault motor vehicle crash without other articulable indicators of impairment is not reasonable suspicion.

30.4 Blood or urine specimens taken under this Article will occur in a medical facility after their personal identification is established by medical personnel.

30.4.1 All positive tests will be confirmed by the gas chromatography/mass spectrometry method. The City will provide a sample which, by their tests, has proven positive, to another qualified testing facility selected by the employee, so the employee may, if they choose, have the sample re-tested.

30.4.2 A chain of custody procedure will be maintained for all specimens. Specimens testing positive will be retained for one (1) year in a secure location.

30.4.3 All test results are the property of the Employee Health Clinic which will maintain them as a part of the employee's confidential history. A copy of

such test results will be provided to the employee.

30.5 Employees using drugs prescribed by a physician must notify their immediate superior where the prescription drugs could affect job performance such as causing drowsiness or dizziness.

30.5.1 The City reserves the right to require a Fitness for Duty examination after determining an employee's behavior or performance may be affected by the use of prescription drugs.

30.6 The City reserves the right to search, in accordance with law, all City property including desks, storage areas, cabinets, lockers, vehicles, personal articles, etc., on reasonable suspicion that any provision of this Article may have been violated by an employee.

30.7 An employee who observes or has knowledge of another employee who may have violated this Article or any of its provisions must promptly report that fact to their immediate superior.

30.8 When deemed appropriate and necessary for undercover criminal investigations, with a supervisor's approval, an employee may be temporarily exempt from this Article as it relates to on-the-job possession and/or consumption of alcohol or the possession, purchase, distribution, and sale of controlled substances but only to the extent necessary.

****

ARTICLE 31 PROMOTIONS

31.1 Promotions to the rank of Lieutenant will be made at the sole discretion of the Chief of Police.

****

ARTICLE 32 VACATION / PAID TIME OFF (PTO)

32.1 Current and future employees will have the option to accrue vacation leave in accordance with the schedule below or transition to Paid Time Off (PTO) as described below:

VACATION:

32.1.1 Length of service: less than six (6) years: accrual rate: 3.08 hours; maximum annual accrual: 80 hours.

32.1.2 Length of service: more than six (6) years and less than fifteen (15) years; accrual rate: 4.62 hours per pay period: maximum annual accrual: 120 hours.

32.1.3 Length of service: more than fifteen (15) years; accrual rate: 6.15 hours per pay period; maximum annual accrual: 160 hours.

32.4 An employee is entitled to carry over the number of vacation hours earned during a calendar year until completion of the calendar year immediately following.

32.5 Upon separation from employment, employees shall be paid at their current hourly rate for accrued, unused vacation leave unless they are involuntarily terminated for dishonesty, conviction of a crime or fail to provide two (2) weeks' notice of resignation.

32.5.1 Employees who separate from employment during entry probation receive no vacation leave or pay therefore.

32.6 An employee may request vacation leave from their immediate superior.

32.6.1 Vacation leave will be granted unless the vacation leave unreasonably interferes with scheduling or other Department operations.

32.6.2 When two employees request vacation leave for the same time and only one employee's request can be granted, the earliest request shall take precedence.

PAID TIME OFF (PTO)

32.7 Paid Time Off (PTO) combines vacation and sick leave into a single bank of leave days. Any leave time previously taken from vacation and/or sick time will be taken from the PTO accrual. For employees who elect to participate in the PTO program, the following will apply:

32.7.1 Full-time/Regular employees shall earn Paid Time Off on a biweekly basis in accordance with the following schedule:

Year of Service	PTO Hours Earned Annually	PTO Hours Earned Bi-Weekly	Maximum Carry forward	Maximum Payout
40-HOUR WEEK EMPLOYEE HIRED BEFORE MARCH 1, 2012				
Up to 5 years	144	5.538	144	80
>than 5 to 6 years	144	5.538	240	200
>than 6 years, <than 15 yrs	184	7.077	320	300
>than 15 years	224	8.615	480	400
40-HOUR WEEK EMPLOYEE HIRED ON OR AFTER MARCH 1, 2012				
Up to 5 years	128	4.92	128	80
>than 5 to 6 years	128	4.92	176	120
>than 6 years, <than 15 yrs	168	6.46	256	200
>than 15 years	208	8	416	300

a. The Chief of Police or designee has discretion to carry forward PTO time up to 60 days into the next calendar year in the event time off is cancelled due to an unplanned significant event as declared by the City (e.g., disasters, hurricanes, etc.)

b. Employees who have a combined total that exceeds the maximum accruals indicated above are encouraged and will be given the opportunity to utilize the time to get the balance down to become in compliance with the maximum carry forward. The excess PTO balance at the time of conversion will be tracked as a separate accrual balance.

c. Extended Leave Bank (ELB) - To provide additional security, an Extended Leave Bank (ELB), consisting of the remaining 40% of sick leave and any accrued sick leave in excess of 720 hours will be established for each employee. The ELB shall continue to accrue 1.54 hours of ELB time per pay period with no maximum accrual level. At the end of the calendar year, hours that exceed the maximum carry forward for PTO, shall be transferred to the ELB. The ELB has no cash value and there shall be no payout of ELB time upon termination of employment.

d. Employees can utilize time from the ELB for an extended illness or injury for themselves or an immediate family member once 40 hours of time for each occurrence has been used from the regular PTO bank.

e. Leave Requests - Scheduled PTO Leave must be requested and approved by the department head or designee in accordance with the notification required by

the respective department. Length of leave periods must be approved by the department head in keeping with the needs of the City. Every effort should be made to schedule PTO leave. Employees must provide notification of unscheduled absences in accordance with departmental policies.

f. Separation Pay - PTO balances shall be paid at the current rate of pay up to the maximum allowed.

g. Employees terminating from the City without giving a two-week notice or employees who have been dismissed from employment as the result of a disciplinary action shall not be entitled to payment for banked paid time off.

h. In case of death of an employee, payments shall be made to the employee's beneficiary, estate or as provided by law at the current rate of pay.

32.7.2 Employees who have a minimum of 25 days of unused sick leave as of October 1 of each year may elect to have converted sick leave, on a one (1) hour for two (2) hour-basis, for any unused hours in excess of the 25 days but not to exceed six days. Converted sick leave hours will be made available during the month of January.

32.7.3 The department's payroll clerk is responsible to notify employees of sick leave conversion eligibility as determined on or about October 1 of each year in accordance with the established conversion schedule that will be provided by the Human Resources Department.

32.7.4 It is the employee's responsibility to complete the sick leave conversion request form and submit it to their respective payroll clerk by November 15th.

32.7.5 Employees who are currently eligible to receive the Special Vacation Credit as offered under the pre-existing Special Vacation Credit program may elect to continue participation in this program. An employee cannot continue to earn additional hours in the Special Vacation Credit program.

32.7.6 Employees will lose 8 hours per year of Special Vacation Credit upon any use of more than two days of sick leave in a given year. An employee that has no Special Vacation Credit will be placed in the sick leave conversion program as described in Section 32.7 above. An employee that has Special Vacation Credit may elect to forfeit those hours and enroll in the sick leave conversion program during the prescribed enrollment period.

32.7.7 Such special vacation leave must be taken in either eight-hour, ten-hour, or 12-hour blocks, and must be used during the twelve-month period following the calendar year in which the special vacation leave is earned, or the special vacation leave will be forfeited.

32.8 If an employee notifies their immediate superior before a vacation leave or PTO leave has ended that: (a) a family member's death or hospitalization (as defined in Article 28) or (b) an employee's physician-certified sickness of three (3) or more days (as defined in Article 34), occurred during the approved vacation or PTO leave, then sick leave up to the limits set by Articles 28 or 34 as applicable will be charged if the employee's sick leave is not already exhausted. Otherwise, vacation, PTO, or Extended Leave Bank leave will be charged.

****

ARTICLE 33 SICK LEAVE

33.1 All regular, full-time employees shall earn sick leave at the rate of eight (8) hours of sick leave for each month worked.

33.1.1 Sick leave shall be computed on a calendar year basis, and any unused sick leave at the end of the calendar year shall be carried forward into successive calendar years up to a maximum of 720 hours. Employees with sick leave balances in excess of 720 hours will have excess hours deposited into an extended sick leave bank. Employees may only access hours in the extended sick leave bank after 40 consecutive hours have been utilized from regular sick leave for their own personal injury or illness. Employees may participate in the Earned Leave Donation Program as defined by City policy.

33.2 Sick leave is to be used only for absences due to personal illness, immediate family (spouse or dependent) illness; recuperation from an off-duty injury, personal medical or dental appointments, the death of an immediate family member as provided in Article 28, or at the commencement of an FMLA leave of absence pursuant to Article 29.

33.3.1 In accordance with OPD Directive 2.02, repeated or excessive use of sick leave may be considered abusive and may be grounds for disciplinary action pursuant to Article 7 of this Agreement.

33.6 Sick leave will not be charged for time missed as a result of an on-the-job injury; however, sick leave shall not accrue during the employee's recuperation from an on-the-job injury that is of a duration of sixty (60) days or longer.

33.7 Except under normal retirement as provided in Section 34.13 and sub-sections of this Article, there shall be no payment for accrued but unused sick leave when an employee separates from employment with the Department.

33.8 If an employee is released by a physician to return to work from sick leave in a "restricted-duty" capacity, the employee may return to work if there is work they are capable of performing, in accordance with Departmental Directives, and such employee will be paid at their regular of pay.

33.9 The employee may work in the "restricted-duty" job so long as it is available, in accordance with Departmental Directives, performance is satisfactory, and the employee has not been released by the physician to their regular duty job.

33.12 Employees who retire from Department service in accordance with the provisions of the City or Police Retirement Plans shall be entitled to receive a cash bonus based on the total amount of accumulated sick leave not to exceed 720 hours in accordance with the following schedule:

33.12.1 Years of service: twenty-five (25) or more; Percentage of accrued sick leave as retirement bonus: 60.

33.12.2 Years of service: twenty (20) or more; Percentage of accrued sick leave as retirement bonus: 45.

33.12.3 Years of service: fifteen (15) or more; Percentage of accrued sick leave as retirement bonus: 40.

33.12.4 Years of service: ten (10) or more; Percentage of accrued sick leave as retirement bonus: 35.

****

ARTICLE 34 OUTSIDE EMPLOYMENT

34.1 For purposes of this Article, "outside employment" is defined as engaging in a business or working for an employer other than the Ocala Police Department but excluding "special duty" as outlined in Departmental Directives. Prior to engaging in outside employment, an employee shall submit a written request therefore through channels to the Chief of Police.

34.1.1 The request shall identify the name and address of the outside business or employer, the type of work in which the employee is to be engaged, and the hours per week for which the employee is to be engaged.

34.2 The decision to grant or deny a request to engage in outside employment rests exclusively with the Chief of Police.

34.2.1 Requests will be denied where the outside employment: (a) could impair the ability of the employee to perform, or could impair their efficiency in their Department job or any assigned duties thereof; (b) could involve the employee in the manufacture, distribution or sale of alcohol or alcoholic beverages; (c) could involve the employee in a way which could bring either the Department or the employee disrespect or disfavor; (d) could involve the employee in a violation of Department rules or orders, or any applicable laws; or (e) could involve a conflict of interest as determined by the Chief of Police.

34.3 No employee may engage in outside employment where they wear any part of their police uniform, uses any Department equipment, or discloses any records of the City of Ocala. Employees may use department uniform and equipment upon approval from the Chief of Police.

34.4 If a request to engage in outside employment is approved, the approval will remain in effect until the employee no longer works the outside employment, the conditions of the outside employment change, or permission to engage in the outside employment is withdrawn.

34.4.1 If a request to engage in outside employment is approved and any of the conditions of the approved outside employment change, the employee shall file, before the change in said conditions, a request to continue in the outside employment and which request shall specify the conditions which will change.

34.4.2 A self-employed employee performing constantly the same type of work need not submit a new request to engage in such outside employment when the only condition changing is the name and address of the customer for whom the outside employment is performed.

34.5 The approval to engage in outside employment may be cancelled for cause at any time at the discretion of the Chief of Police.

34.6 An employee failing to follow this Article will be subject to discipline as outlined in Article 7.

****

ARTICLE 35 MILITARY LEAVE

35.1 Military leave shall be administered in accordance with federal law, Florida Statute, and Departmental Directives.

****

ARTICLE 36 BLOOD BANK

36.1 Employees are not allowed to donate blood on-duty in non-emergency situations.

36.2 With the permission of a supervisor, employees will be permitted to donate blood on-duty at the Blood Banks of Marion County. in emergency situations.

****

ARTICLE 37 PENSION

37.1 The City agrees that during the term of this Agreement, it shall maintain a Police Officers Retirement Plan (hereinafter referred to as "the Plan"), to be amended as outlined in section 39.4 below. The Plan shall be administered by the City of Ocala's Police Officer Pension Board (hereinafter "the Police Officers Pension Board"), as established by Chapter 43 of the City Code of the City of Ocala.

37.2 During the term of this Agreement, each bargaining unit employee's annual contribution to the Plan shall be 9% of salary, beginning with the first full payroll period following October 1, 2025, or adoption of the Ordinance increasing the contribution, if adoption is later than October 1, 2025. During the term of this agreement, each DROP member entering the DROP after October 1, 2025, shall contribute 5% of salary to the Plan for funding the COLA Fund, beginning with the first full payroll period following October 1, 2025, or adoption of the Ordinance creating the contribution, if adoption is later than October 1, 2025

37.3 During the term of this Agreement, the City's annual contribution to the Plan shall be in accordance with actuarial requirements. Effective with the 185 money received in calendar year 2026, the City can offset its contributions with up to $300,000 of the 185 monies plus 50% of any amounts received in excess of the $300,000.

37.4 The parties agree that the Police Officers Retirement Plan shall be amended as soon as practical following ratification of this Agreement to become effective on November 1, 2015, to provide the following benefits for members who are not within 5 years of the normal retirement date. Members who are within 5 years of the normal retirement date on November 1, 2015, will continue to accrue benefits in accordance with the current plan and will not be subject to the benefit changes below.

37.4.1 Multiplier: 3.0% for service after the plan change.

37.4.2 Salary after plan change: total earnings including overtime pay up to 300 hours per fiscal year, but excluding special detail pay, bonuses and leave payouts.

37.4.3 Eliminate supplemental benefit ($10 per month per year of service) for service after the plan change.

37.4.4 DROP - Members who enter the DROP after the effective date of the plan changes will earn interest on their DROP balance, at a rate equal to the market rate of return on pension fund investments for the preceding plan year, net of all investment-related expenses, with a maximum of 3% and a minimum of 1 %.

37.5 The parties agree that the Plan shall be amended as soon as practical following ratification of this Agreement, as follows:

37.5.1 COLA Fund

A) Effective October 1, 2025, a cost-of-living adjustment (COLA) Fund is created to provide a lifetime COLA benefit based on a retirees' full years of credited service at retirement plus years since retirement or DROP exit. The COLA Fund is funded by:
   1) 50% of the Chapter 185 money received in excess of $300,000 beginning in calendar year 2026;
   2) Member contributions in excess of 8.00% of salary and the 5% contributions made by the DROP Members; and
   3) Net investment return of the Pension Plan. If the Board of Trustees of the Pension Plan elects to invest the COLA Fund as a separate investment then the return will be in the net investment return of the separate investment.

B) The distribution of the COLA is dependent upon the assets available in the COLA Fund. It is anticipated that the first COLA may be payable in 2036. The benefit payable to each retiree will be determined based on the available assets.

C) The COLA benefit is payable only to the retiree and only for the retiree's lifetime. The COLA is not payable to survivors.

D) The COLA is payable only to members who retired or separated from service on or after October 1, 2025.

E) For purposes of the COLA, a full year is defined as 12 completed months. A month shall be deemed complete if the member is in service for more than 15 days in a calendar month. In-line of duty deaths and in-line of duty disabilities are treated as having at least 25 years of credited service. Deferred vested members will begin COLA benefits at their early or normal retirement date, whenever their benefits begin.

37.5.2 During the term of this agreement, and beginning with the Chapter 185 money received in calendar year 2026, all Chapter 185 premium tax revenues received each year up to $300,000.00 shall be applied to reduce the City's annual required contribution to the plan. Chapter 185 premium tax revenues received each year in excess of $300,000.00 shall be allocated as follows: 50% shall be applied to the COLA Fund and 50% shall be allocated to offset the City's contribution along with the initial $300,000.

37.6 The parties agree that to the extent Chapter 43 of the City's Code is in any way inconsistent with the terms of this Article, Chapter 43 will be amended to reflect the terms of this Article. The parties agree that the terms of this Article, including the current method for funding the plan and the method for determining City and employee contributions, fully comply with all applicable laws and regulations.

****

ARTICLE 38 ENTIRE AGREEMENT

38.1 Inasmuch as the parties had, during the negotiations leading to this Agreement, full and unrestricted opportunity to bargain over any mandatory subject of bargaining, the Union hereby waives any and all rights to bargain during the term of this Agreement over the acquisition or retention of any right, privilege, amenity, condition, or benefit not specifically set forth herein.

38.2 The City similarly waives any and all rights to bargain, during the term of this agreement, to divest employees of any right, privilege, amenity, condition or benefit which is specifically, expressly and unambiguously provided for herein.

38.3 It is understood that the foregoing is inapplicable to negotiations for a new contract to take effect after the stated expiration date of this Agreement, even though such negotiations may occur during the stated term of this Agreement.

****

ARTICLE 39 DURATION

39.1 This Agreement shall be effective as of October 1, 2025, by both parties, unless otherwise indicated in any article in this agreement, and shall remain in force and effect through September 30, 2028, or until a successor agreement is reached.

39.2 The Agreement or any of its other articles may be re-opened by either party only with mutual consent in writing.

****

THIS AGREEMENT IS APPROVED UPON A VOTE OF RATIFICATION BY THE CITY COUNCIL OF THE CITY OF OCALA ON THIS _____ DAY OF _____, 2025.

CITY OF OCALA:

_____
Benjamin J. Marciano
Mayor
City of Ocala

_____
Kristen M. Dreyer
President, Ocala City Council

ATTEST:

_____
Angel B. Jacobs
City Clerk
City of Ocala

Approved as to form and legality:

_____
William E. Sexton
City Attorney

FRATERNAL ORDER OF POLICE:

_____
Brian Cechowski
Staff Representative, Fraternal Order of Police

APPENDIX A AUTHORIZATION FOR FOP DUES DEDUCTION

I hereby authorize my employer, the City of Ocala, to withhold from my regular paycheck the amount of dues to the Ocala Lodge #129, Fraternal Order of Police, and transmit it to the person designated by the Ocala Lodge #129, Fraternal Order of Police, to receive it.

I understand that I may terminate this authorization by notifying the City and Ocala Lodge #129, Fraternal Order of Police, on the approved "Revocation of FOP Dues Deduction" form thirty (30) days in advance.

_____
Printed Name

_____
Signature

_____
City Employee No. Date

Distribution:

Support Operations Bureau
Secretary Ocala Lodge #129, FOP

APPENDIX B REVOCATION OF FOP DUES DEDUCTION

I hereby request and instruct the City of Ocala to stop deducting from my weekly earnings the current regular dues for the Ocala Lodge #129, Fraternal Order of Police.

_____
Printed Name

_____
Signature

_____
City Employee No. Date

DISTRIBUTION:

Support Operations Bureau
Secretary Ocala Lodge #129, FOP

APPENDIX C GRIEVANCE FORM

OCALA POLICE DEPARTMENT MEMBER GRIEVANCE FORM

I file this grievance under – (choose only one)

☐ **Department Directive**

☐ **Collective Bargaining Agreement**

Regardless of which procedure is chosen by the Department member, the applicable time limits must be adhered to by the aggrieved member, or the grievance will be considered resolved

Type or print aggrieved member's name:

Aggrieved member's signature: _____

Step One
For grievances under the Collective Bargaining Agreement,
indicate article violated: _____

For grievances under Department Directives,
indicate directive violated:

Date, time and location of violation:
Name of individual(s) allegedly committing the violation:

Specifics of alleged violation:

Remedy sought:

Resolved Comments:

Step One

☐ Received:
Signature of Immediate Supervisor:_____ Date: _____ Time: _____

☐ This grievance has been denied
Signature of Immediate Supervisor:_____ Date: _____ Time: _____

☐ This grievance has not been resolved.
Signature of aggrieved member: _____ Date: _____ Time: _____

☐ This grievance has been resolved.
Signature of aggrieved member: _____ Date: _____ Time: _____

Step Two

☐ Received:
Signature of Lieutenant: _____ Date: _____ Time: _____

☐ This grievance has been denied
Signature of Lieutenant: _____ Date: _____ Time: _____

☐ This grievance has not been resolved.
Signature of aggrieved member: _____ Date: _____ Time: _____

☐ This grievance has been resolved
Signature of Aggrieved member: _____ Date: _____ Time: _____

Step Three

☐ Received:
Signature of Section Head/Captain: _____ Date: _____ Time: _____

☐ This grievance has been denied
Signature of Section Head/Captain: _____ Date: _____ Time: _____

☐ This grievance has not been resolved
Signature of aggrieved member: _____ Date: _____ Time: _____

☐ This grievance has been resolved.
Signature aggrieved member: _____ Date: _____ Time: _____

Step Four

☐ Received:
Signature of Major: _____ Date: _____ Time: _____

☐ This grievance has been denied
Signature of Major: _____ Date: _____ Time: _____

☐ This grievance has not been resolved.
Signature of aggrieved member: _____ Date: _____ Time: _____

☐ This grievance has been resolved
Signature of Major: _____ Date: _____ Time: _____

Step Five

☐ Received
Signature of Deputy Chief of Police:_____ Date: _____ Time: _____

☐ This grievance has been denied
Signature of Deputy Chief of Police:_____ Date: _____ Time: _____

☐ This grievance has not been resolved.
Signature of aggrieved member: _____ Date: _____ Time: _____

☐ This grievance has been resolved.
Signature of Deputy Chief of Police:_____ Date: _____ Time: _____

Step Six

☐ Received
Signature of Chief of Police: _____ Date: _____ Time: _____

☐ This grievance has been denied
Signature of Chief of Police: _____ Date: _____ Time: _____

☐ This grievance has not been resolved.
Signature of aggrieved member: _____ Date: _____ Time: _____

☐ This grievance has been resolved.
Signature of Chief of Police: _____ Date: _____ Time: _____

REMEDY

The above remedy has resolved my grievance.
Signature of aggrieved member: _____ Date: _____ Time: _____

APPENDIX D: AUTHORIZATION FOR REOCCURRING FOP VACATION DONATION

I hereby authorize my employer, the City of Ocala, to deduct the following hours from my vacation leave annually on each October 1 and transmit these hours to the FOP Union Time Pool.

I understand that these vacation hours will be deducted automatically each year unless I notify the City in writing by August 1st to cancel the automatic withdrawal for the following October. After cancellation in writing, there will be no deduction of my vacation hours to be transmitted to the FOP Union Time Pool without a new completed authorization form.

_____
Printed Name

_____
City Employee No.

_____
Vacation Hours Donated

_____ _____
Signature Date

APPENDIX E SERGEANT & LIEUTENANT PAY SCALE EXAMPLE

Sergeant & Lieutenant Pay Scale Example

This is an example of how the proposed pay scale would work based upon the October 1 and promotion date pay raises. This example serves for both the Sergeant and Lieutenant Pay Scale. The example will be provided based upon an Officer being promoted on August 30, 2025. The Year the officer is promoted would be year one. After the first promotion date anniversary has been met, the officer then goes to the year two bracket as they have started their second year in that grade, and so on.

October 1, 2025 Minimum Salary $97,841
Year 1- $97,841
Year 2- $100,972
Year 3- $104,203 (Officer Time in Grade as of October 1, 2025)
Year 4- $107,538 (Officer Time in Grade as of August 30, 2026)
Year 5- $110,979
Year 6+ $114,531

October 1, 2026 Minimum Salary $100,777
Year 1- $100,777
Year 2- $104,002
Year 3- $107,330
Year 4- $110,764 (Officer Time in Grade as of October 1, 2026)
Year 5- $114,309 (Officer Time in Grade as of August 30, 2027)
Year 6+ $117,967

October 1, 2027 Minimum Salary $103,800
Year 1- $103,800
Year 2- $107,122
Year 3- $110,550
Year 4- $114,087
Year 5- $117,738 (Officer Time in Grade as of October 1, 2027)
Year 6+ $121,506 (Officer Time in Grade as of August 30, 2028)

Sergeant & Lieutenant Pay Scale Example

This is an example of how the proposed pay scale would work based upon the October 1 and promotion date pay raises. This example serves as both for the Sergeant and Lieutenant Pay Scale. The example will be provided based upon an Officer being promoted on September 5th, 2025. The Year the officer is promoted would be year one. After the first promotion date anniversary has been met, the officer then goes to the year two bracket as they have started their second year in that grade, and so on.

October 1, 2025 Minimum Salary $115,756
Year 1- $115,756 (Officer Time in Grade as of October 1, 22025)
Year 2- $119,460 (Officer Time in Grade as of September 5, 2026)
Year 3- $123,283
Year 4- $127,228
Year 5- $131,300
Year 6+ $135,501

October 1, 2026 Minimum Salary $119,229
Year 1- $119,229
Year 2- $123,044 (Officer Time in Grade as of October 1, 2026)
Year 3- $126,982 (Officer Time in Grade as of September 5, 2027)
Year 4- $131,045
Year 5- $135,239
Year 6+ $139,566

October 1, 2027 Minimum Salary $122,806
Year 1- $122,806
Year 2- $126,736
Year 3- $130,791 (Officer Time in Grade as of October 1, 2027)
Year 4- $134,977 (Officer Time in Grade as of September 5, 2028)
Year 5- $139,296
Year 6+ $143,753

File #: 2025-1949 Agenda Item #: 17a.

Submitted By: Megan Dugan

Department: Procurement and Contracting

FORMAL TITLE:
Fully Executed Contracts Under $50,000

BACKGROUND:
Executed between August 11, 2025 and August 24, 2025

EXECUTED CONTRACTS UNDER $50,000

Contract	Contractor	Description	Amount
ELE/210796	Thomas Electrical Systems & Testing, Inc.	Agreement for Testing Protective Rubber Equipment and Gloves	NTE $50,000
FIN/240275	PFM Financial Advisors, LLC	Agreement for the Provision of Financial Advisory Services	NTE $50,000
REC/250821	The Magic House, St. Louis Children's Museum	Namaste India Exhibition License Agreement	$45,000
REC/250822	The Magic House, St. Louis Children's Museum	Ciao Bambini Exhibition License Agreement	$45,000
REC/250880	Smile Time, LLC	Services Agreement	$995
WRS/250815	Aquatic Informatics	Linko Support and Maintenance Agreement	$2,587.20

Docusign Envelope ID: B9034646-3667-454C-B7B1-5715B8932AEE

SECOND AMENDMENT TO SERVICES AGREEMENT FOR TESTING OF PROTECTIVE RUBBER EQUIPMENT AND GLOVES

THIS SECOND AMENDMENT TO SERVICES AGREEMENT FOR TESTING OF RUBBER EQUIPMENT AND GLOVES ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **THOMAS ELECTRICAL SYSTEMS & TESTING, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 26-2606035) ("Vendor").

WHEREAS, on November 15, 2021, City and Vendor entered into a Services Agreement for Testing of Protective Rubber Equipment and Gloves (the "Original Agreement"), City of Ocala Contract No.: ELE/210796, for a term of three years from October 1, 2021 through September 30, 2024; and

WHEREAS, on May 29, 2024, City and Vendor entered into a First Amendment to Services Agreement for Testing of Protective Rubber Equipment and Gloves (the "First Amendment") to extend the Original Agreement for the first of two available one-year renewals; and

WHEREAS, City and Vendor now desire to renew the Original Agreement for the second and final one-year renewal available under the Original Agreement.

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

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement, as amended, between City and Vendor 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 Second Amendment.

3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional (1) one-year term beginning on **OCTOBER 1, 2025,** and terminating **SEPTEMBER 30, 2026.**

4. **COMPENSATION.** Vendor shall be paid 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 as full and complete compensation for the timely and satisfactory provision services in accordance with the pricing described in **Exhibit B**. Expenditures in excess of the above amount shall require City Council approval.

5. **NOTICES.** All notices, certifications or communications required by this Second 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:

Docusign Envelope ID: B9034646-3667-454C-B7B1-5715B8932AEE

If to Vendor:	Thomas Electrical Systems & Testing, Inc. Attention: Dennis Thomas 14476 Duval Place West, Ste. 504 Jacksonville, Florida 32218 Phone: 904-302-7000 E-mail: dennis@testelectric.net
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 Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7. **ELECTRONIC SIGNATURE(S).** Vendor, 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 Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.

8. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment.

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

Docusign Envelope ID: B9034646-3667-454C-B7B1-5715B8932AEE

IN WITNESS WHEREOF, the parties have executed this Second Amendment on 8/11/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
Janice Mitchell
55198B43858A4E1...
Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...
By: William E. Sexton, Esq.
(Printed Name)
Title: City Attorney

THOMAS ELECTRICAL SYSTEMS & TESTING, INC.

DocuSigned by:
KELLY THOMAS
C87DC9CF7DBA42F...
By: KELLY THOMAS
(Printed Name)
Title: President
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: B9034646-3667-454C-B7B1-5715B8932AEE
Status: Completed
Subject: SIGNATURE: Amendment 2 - Renewal - Testing of Protective Rubber Equipment and Gloves (ELE/210796)
Source Envelope:
Document Pages: 3
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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

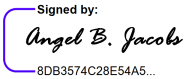
Record Tracking

Status: Original
8/5/2025 9:47:57 AM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
KELLY THOMAS kelly@testelectric.net President Thomas Electrical Systems & Testing, Inc Security Level: Email, Account Authentication (None)	DocuSigned by: KELLY THOMAS C87DC9CF7DBA42F... Signature Adoption: Pre-selected Style Using IP Address: 2603:3010:1200:9400:f4bb:53d2:59be:16ef	Sent: 8/5/2025 9:50:22 AM Resent: 8/11/2025 9:43:43 AM Viewed: 8/11/2025 10:01:00 AM Signed: 8/11/2025 10:01:34 AM
Electronic Record and Signature Disclosure: Accepted: 8/10/2025 8:34:45 AM ID: 85cae276-fee9-4deb-a04d-a08e2baf8493		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/11/2025 10:01:35 AM Viewed: 8/11/2025 11:42:16 AM Signed: 8/11/2025 11:44:20 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@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: 8/11/2025 11:44:21 AM Viewed: 8/11/2025 11:51:37 AM Signed: 8/11/2025 11:53:00 AM
Electronic Record and Signature Disclosure: Accepted: 8/11/2025 11:51:37 AM ID: 3c09bf9a-3bce-4bea-8dd2-4be228ab8ae8		

Signer Events	Signature	Timestamp
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by:  8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/11/2025 11:53:01 AM Viewed: 8/11/2025 11:54:21 AM Signed: 8/11/2025 11:54:33 AM

Electronic Record and Signature Disclosure:
Accepted: 8/11/2025 11:54:21 AM
ID: e69d7bbc-2110-498e-b24e-48b6fffacd1b

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/5/2025 9:50:22 AM
Envelope Updated	Security Checked	8/11/2025 9:43:42 AM
Envelope Updated	Security Checked	8/11/2025 9:43:42 AM
Envelope Updated	Security Checked	8/11/2025 9:43:42 AM
Certified Delivered	Security Checked	8/11/2025 11:54:21 AM
Signing Complete	Security Checked	8/11/2025 11:54:33 AM
Completed	Security Checked	8/11/2025 11:54:33 AM

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.

Docusign Envelope ID: BFC5046F-D697-4F7E-9AF3-E2B230F425B6

CONTRACT# WRS/250815

HACH WIMS Platform
WIMS Rio
HACH WIMS Premier
AQUARIUS
WaterTrax
LINKO
TOKAY

AQUATIC Informatics

Quote 00022751

Details:

Created On: 24 Jun 2025
Expires On: 31 Oct 2025

Prepared For:

Benjamin Moose
(352) 629-8212
bmoose@ocalafl.org

City of Ocala, Florida
4200 SE 24th Street
Ocala, Florida 344781
United States

Submitted By:

Tiffany Elliott
tiffany.elliott@aquaticinformatics.com

Confidential - Company Proprietary

Docusign Envelope ID: BFC5046F-D697-4F7E-9AF3-E2B230F425B6

AQUATIC Informatics

HACH WIMS Platform
WIMS Rio
HACH WIMS Premier
AQUARIUS
WaterTrax
LINKO
TOKAY

Quote Summary

Term: 12/1/2025-11/30/2026

Product	Sales Price	Term	Qty	Total Price
LKOSMA **Linko Support & Maintenance** *Customer support and maintenance plan for Linko software. Includes live telephone support and 24 x 7 access to web-based support and knowledge base as defined in the Service Agreement.*	$2,587.20	12mos	1.0	$2,587.20

Summary of Products & Services

Software Licenses (One-Time License Fees): $0.00 USD
Professional Services (One-Time Service Fees): $0.00 USD
Recurring Annual Fees (SaaS & SMA): $2,587.20 USD

GRAND TOTAL: $2,587.20 USD

All prices are quoted exclusive of taxes.

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AQUATIC Informatics

HACH WIMS Platform · WIMS Rio · HACH WIMS Premier · AQUARIUS · WaterTrax · LINKO · TOKAY

Order Details

To proceed with a purchase, please sign this quote (preferably via Docusign) and provide us with a Purchase Order (PO) so we can process your order and provide you with payment instructions. Please email your Purchase Order to tiffany.elliott@aquaticinformatics.com and please reference quote **00022751**.

Tiffany Elliott
tiffany.elliott@aquaticinformatics.com

Aquatic Informatics Inc.
5600 Lindbergh Dr
Loveland, CO 80538
FEIN: 47-2917533

Terms and Conditions

By signing this quote, you are agreeing to the Aquatic Informatics' Terms and Conditions (located at https://aquaticinformatics.com/terms-conditions/) and online Service Offering and Service Level Agreement (see links below). This agreement is made between the customer named above ("Subscriber") and Aquatic Informatics Inc., having an address at 5600 Lindbergh Dr, Loveland, CO 80538 ("Provider"), and sets forth the terms and conditions on which Aquatic Informatics will supply Products and Services to the customer.

All Aquatic Informatics Software (exceptions noted below):

- SaaS: Services Offering and Service Level Agreement
  https://aquaticinformatics.com/saas-service-offering/

- On-Premise: Software License Agreement
  https://aquaticinformatics.com/on-premise-software/

Exceptions:

- WIMS Online: WIMS Online Services Offering and Service Level Agreement
  https://aquaticinformatics.com/wims-online-saas/

- WIMS On-Premise: WIMS On-Premise Software License Agreement
  https://aquaticinformatics.com/wims-on-premise/

Docusign Envelope ID: BFC5046F-D697-4F7E-9AF3-E2B230F425B6

AQUATIC Informatics

HACH WIMS Platform | WIMS Rio | HACH WIMS Premier | AQUARIUS | WaterTrax | LINKO | TOKAY

Electronic Acceptance

Expiration Date: Must be signed by 31 Oct 2025

Subscriber: City of Ocala, Florida

Subscriber Signature:

Per: DocuSigned by: Ken Whitehead 5677F71E38874F4...

Name: Ken Whitehead

Title: Assistant City Manager

Date: 8/14/2025

Subscriber Details:

Phone: (352) 629-8212
Email: bmoose@ocalafl.org

Company: City of Ocala, Florida
4200 SE 24th Street
Ocala, Florida 344781
United States

Provider: Aquatic Informatics

Provider Signature:

Per: DocuSigned by: Kent Seymour DA0302C1218B4B7...

Name: Kent Seymour

Title: Director, Customer Success

Date: 8/8/2025

Approved as to form and Legality:

Signed by: William E. Sexton, Esq. AA56B8A8ED04E3...

William E. Sexton, City Attorney

Modifications to Terms and Conditions Approved By Aquatic Informatics:

Signature: DocuSigned by: Kent Seymour DA0302C1218B4B7...

Print: Kent Seymour

Title: Director, Customer Success

Date: 8/8/2025

Docusign Envelope ID: BFC5046F-D697-4F7E-9AF3-E2B230F425B6

Terms & Conditions of Sales

Effective February 11, 2025

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. THESE TERMS AND CONDITIONS MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS WEB SITE. BY USING ANY OF THE SERVICES OR SOFTWARE PROVIDED BY AQUATIC INFORMATICS OR ITS SUBSIDIARIES OR AFFILIATES, YOU CONFIRM YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT ACCEPT THESE TERMS AND CONDITIONS, THEN YOU MAY NOT USE THE SERVICES OR SOFTWARE.

Terms and Conditions of Sale

This document sets forth the Terms & Conditions of Sale for software, goods manufactured and/or supplied, and services provided, by Aquatic Informatics ("Provider") or any of its affiliates or subsidiaries identified as the selling entity listed on the accompanying software, service or other agreement accompanying these Terms and Conditions and sold to the original purchaser thereof ("Subscriber"). Unless otherwise specifically stated in a previously executed written purchase agreement signed by authorized representatives of Provider and Subscriber, these Terms & Conditions of Sale establish the entirety of the rights, obligations and remedies of Provider and Subscriber which apply to this offer and any resulting order or contract for the sale of Provider's software, goods and or service ("Service Offering/Work").

APPLICABLE TERMS & CONDITIONS

These Terms & Conditions of Sale are contained directly and/or by reference in Provider's offer, order acknowledgment, Service Offering and Service Level Agreement and any related invoice documents (collectively "Service Offering Agreement"). The first of the following acts constitutes an acceptance of Provider's offer and not a counteroffer and creates a contract of sale in accordance with these Terms & Conditions: (i) Subscriber's issuance of a purchase order document against Provider's offer; (ii) acknowledgement of Subscriber's order by Provider; or (iii) commencement of any performance

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by Provider pursuant to Subscriber's order. Provisions contained in Subscriber's purchase documents (including electronic commerce interfaces) that are in conflict with, materially alter, add to and/or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Service Offering Agreement.

1. **Fees and Payment.**

1.Fees and Payment. Fees charged for the Services Offering/Work are set out in your quotation. All such fees are payable on a net 30 days basis without setoff or counterclaim, and without any deduction or withholding. Provider will notify you if there are any fees charged for new options applicable to the Service Offering/Work or if there are fee increases. Overdue invoices will accrue interest at the rate of 1.5% of the outstanding balance per month.

1.2 Upon request, the Provider may offer optional professional services (PS) to the Subscriber under mutually agreed terms outlined in a Quote or Statement of Work (SOW), which may include software installation, implementation services, and training. It is the Subscriber's responsibility to ensure that project schedules, milestones, and deliverables are aligned with their expectations as specified in the Quote or SOW. Any changes to information related to adjustments in milestones or pricing must be communicated in writing and mutually agreed upon by both the Provider and the Subscriber. Charges for PS that have commenced according to the milestones defined in the Quote or SOW are non-cancellable, and the Subscriber is required to pay accordingly. Unless terminated for cause, PS will be provided and charged based on the agreed milestones and schedules, if changes were not mutually agreed upon. Penalties related to project delays and project holds will be detailed in the Quote or SOW.

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2. Consequences of Breach.

Provider may terminate your Service Offering/Work access if you breach, or Provider has a reasonable basis to believe you will breach any part of the Services Offering Agreement in a way that: (i) poses a security risk to Provider or any third party, (ii) may adversely impact the Service Offering/Work, Provider or a third party's operations, (iii) may subject Provider or any third party to liability, or (iv) may be fraudulent; or (v) breaches applicable law or regulation.

Provider will give Subscriber written notice of such breach. If such breach is not corrected in the time required by the Provider, the Provider may terminate the Service Offering/Work.

2.1. Instead of termination Provider may choose to suspend your right to access or use any portion or all the Service Offering/Work. In such event;

a) you remain responsible for all fees and charges you have incurred through the date of suspension;

b) you remain responsible for any applicable Service Offering/Work fees for any modules to which you continue to have access (including hosting, data storage fees or fees for in-process tasks completed after the date of suspension; and

c) you will not be entitled to any service credits for any period of suspension.

Provider's right to suspend Subscriber's access or use the Service Offering/Work is in addition to Provider's termination rights set out below.

3. Term and Termination. Unless defined in your SOW, the Service Offering Agreement becomes effective when the quotation is signed by both Subscriber and Provider. If not stated in the quote the Subscription Term will be for a yearly term and may renew for successive yearly periods unless a party notifies the other in writing not less than thirty (30) days prior to expiration of intent to not renew.

Provider's right to suspend Subscriber's access or use the Service Offering/Work is in addition to Provider's termination rights set out below.

3. Term and Termination.

The Service Offering Agreement becomes effective when the quotation is signed by both Subscriber and Provider. The term of the Service Offering Agreement shall commence when Provider sends Subscriber login credentials for the Services Offering/Work quoted and is for the length of time stated on the quotation ("Subscription Tenn"). If not stated in the quote the Subscription Term will be for a yearly term and may be renewed for additional one (1) year periods (each “Renewal Term”) subject to mutual written agreement of the parties.

3.1 Additionally, the Services Offering Agreement shall terminate in each of the following events:

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a) Either party may terminate the Service Offering Agreement if the other becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other and is not dismissed within 30 days following commencement thereof.

b) Either party may terminate the Services Offering Agreement for cause upon thirty (30) days advance notice to the other if there is any material default or breach by the other, unless the defaulting party has cured the material default or breach within the thirty (30) day notice period.

c) Termination as set forth in Section 3.

If the Services Offering Agreement subscription isterminated for cause by Subscriber, then Provider shall refund Subscriber any prepaid fees covering the remainder of the Subscription Term after the effective date of termination. Upon termination for cause by Provider, Subscriber shall pay any unpaid fees covering the remainder of the Subscription Term after the effective date oftennination. In no event shall any termination relieve Subscriber of the obligation to pay any fees payable to Provider for the period prior to the effective date of termination.

3.2. Any post-termination assistance additional to that described below is subject to mutual written agreement.

(a) Generally. Upon any termination of the Services Offering Agreement:

(i) all your rights under immediately terminate;

(ii) you remain responsible for all fees you have incurred through the date of termination, including fees for in-process tasks completed after the date of termination;

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(iii) you will immediately return or, if instructed by us, destroy all Confidential information provided to you by the Provider.

(b) Post-Termination Assistance. Following termination:

(i) unless notified otherwise by you, for a period of thirty (30) days following termination we will not erase any of your Content (which is defined to include all information provided by Subscriber through configuration of the Service Offering/Work or any **data** submitted by the Subscriber, or by any party authorized by the Subscriber to submit data to support or enable the Service Offering/Work) as a result of the termination in order to allow you retrieve your Content;

(ii) you may retrieve your Content from the Service Offering/Work only if you have paid all fees due to Provider;

(ii) if more than thirty (30) days post-termination are required for you to retrieve all your Content, you will be charged for a month-to-month subscription service for each additional thirty (30) day period you require to retrieve your Content;

(iv) upon retrieval of your Content, you may instruct Provider to destroy all copies of your Content stored on the Service Offering/Work and request Provider to provide certification in writing that all your Content has been destroyed within fifteen (15) days of Provider receiving Subscriber instructions; and

(v) Provider will provide you with the same post-termination data retrieval assistance that it generally makes available to all Subscribers on a time and materials basis at then stated hourly rates.

4. **Proprietary Rights and Confidentiality.**

4.1 Ownership.

a) "Proprietary Information" means any information, technical data or know-how in whatever form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, mask works and artwork, which Provider considers proprietary. All Proprietary Information and intellectual property rights, title and interest, including copyright and trade secret rights in and to anything associated with the Service Offering/Work and the Content remains that of Provider. As between Provider and Subscriber, Subscriber exclusively owns all rights, title and interest in and to all of Subscriber's Content. No right or license is granted hereby to Subscriber or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent, patent application or other proprietary right of Provider, except for the limited use licenses implied by law.

b) Subscriber shall not (i) permit any third party to access the Service Offering/Work except as expressly permitted, (ii) create derivative works based on the Service Offerings, (iii) copy, frame or mirror any part or content of the Services, (iv) reverse engineer the Service Offering/Work, or (v) access the Service Offering/Work in order to build a competitive product or service,

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or copy any features, functions or graphics of the Service Offering/Work.

c) Using the Service Offering it is possible to collect aggregated anonymized data in which all personal identifiers have been removed, such that the information could not reasonably be used to identify an individual, which is collected and stored without association with Personally Identifiable Information (PII) and does not identify Subscriber or any of Subscriber's personnel in any way ("Aggregated Data"). Provider may collect, use and disclose such Aggregated Data for any purposes including for research, analysis, reporting and to further develop the Service Offerings and ancillary services. Provider
has exclusive ownership, use, and distribution rights to such Aggregated Data for any purpose, including, but not limited to, advertising, marketing, and promotion of opportunities to other clients and prospective clients of its Service Offering/Work.

4.2 "Confidential Information" means information concerning any information relating to the business and technology of either party which is not generally available to third parties and which is treated by the parties, in accordance with their policies, as confidential information or a trade secret and specifically includes the Services, either parties Content, business processes, information about either parties customers or users in any manner, shape or form or other like information. For the purposes of this Service Offering, a party disclosing Confidential Information is a Discloser and the party receiving Confidential Information is a Recipient. Confidential Information does not include information which is: at the time of disclosure, or thereafter becomes part of the public domain without any violation by the Recipient; already in the Recipient's possession before disclosure of such information to the Recipient by the Discloser; following the date of the signed quotation is furnished to the Recipient by a third party without that third party being in breach directly or indirectly of an obligation to the Discloser to keep such information secret confidential and secret; and developed independently by the Recipient without use of Discloser's Confidential Information as evidenced by reasonably detailed written records.

4.3 Confidentiality. The following terms apply to Confidential Information and the ownership thereof. All Confidential Information is owned by the respective parties. Neither party will, at any time, whether before or after the termination, disclose, furnish, or make accessible to anyone any Confidential Information or permit the occurrence of any of the foregoing. Each party will hold the other's Confidential Inforn1ation in confidence and will protect each other's Confidential Information with the same degree of care with which it treats its own Confidential Information, but in no case with any less degree than reasonable care. For certainty, Recipient and its customers, employees and agents will keep confidential all such Proprietary

4.4 PUBLIC RECORDS. Aquatics Informatics shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Aquatics Informatics shall:

A. Keep and maintain public records required by the public agency to perform the service.
B. 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.

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C. 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 Aquatics Informatics does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Aquatics Informatics or keep and maintain public records required by the public agency to perform the service. If Aquatics Informatics transfers all public records to the public agency upon completion of the contract, Aquatics Informatics shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Aquatics Informatics keeps and maintains public records upon completion of the contract, Aquatics Informatics 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 AQUATICS INFORMATICS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AQUATICS INFORMATICS' 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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Information obtained directly or indirectly from Provider and will not transfer or disclose it without Providers prior written consent, or use it for the manufacture, procurement, servicing or calibration of Work or any similar products, or cause such products to be manufactured, serviced, or calibrated by or procured from any other source, or reproduce or otherwise appropriate it without Provider's prior written consent.
Confidential Information may be disclosed to a party only to employees or consultants having a need-to- know provided such parties are bound by confidentiality obligations. If Confidential Information is disclosed inadvertently the disclosing party will immediately notify the other party and will assist the other party in remedying the confidentiality breach. If Confidential Information is required to be disclosed pursuant to a valid subpoena, governmental order, judicial order or other operation of law the disclosing party will immediately notify the other party and will assist the other party seeking a protective order or other similar appropriate remedy in order to limit the Confidential Information disclosure to the extent possible or practicable.

5. Miscellaneous.

The parties acknowledge that each is an independent contractor and nothing in this Service Offering Agreement constitutes a joint venture or partnership and neither party has the right to bind nor act for the other as agent or in any other capacity.

5.1 Sections 5 and 6 and any other sections that may be reasonably construed as intended to survive shall survive termination of the Service Offering Agreement.
5.2 Upon consent by Provider, this Service Offering Agreement may be used for cooperative procurement by any public or municipal body, entity, agency or institution, If so authorized, and in order to forego a related entity RFP or similar competitive bidding process, the Service Offering Agreement may be extended to such other entities for the procurement of similar products and/or services provided to Subscriber and at fees in accordance with the Service Offering Agreement unless separately negotiated between such other entities and Provider. Further related entities participating in a cooperative procurement process shall place their own orders directly with Provider. Provider and such other entities will fully and independently administer their own separate contracting processes but all in accordance with substantially similar contracting processes as set out in this Service Offering Agreement.

6. Prices.

All prices, unless stated otherwise, are in U.S. dollars and are based on delivery as stated above unless otherwise quoted by Provider. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory, or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of the Work. Subscriber will either pay all such charges or provide Provider with acceptable exemption certificates, which obligation survives performance under this Service Offering Agreement.

7. Limited Warranty.

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Provider warrants that the Service Offering/Work sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific Service Offering/Work purchased. Provider warrants that Work furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the Work. Parts provided by Provider in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Provider shall become the property of Provider. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Service Offering/Work not meeting this Limited Warranty is at Provider's option: repair, replacement, or credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Provider is willing to provide such replacement, credit or refund.

8. **Indemnification.**

All indemnification obligations imposed upon Provider are limited to the extent of those damages proportionately caused by Provider's breach of the Service Offering Agreement, negligence, wrongful conduct, or violations of law. In no case is Provider liable for any damages caused by negligence, misuse or misapplication of Service Offering/Work by others. Subscriber shall defend, indemnify and hold harmless Provider against all damages to the extent cause by misuse or misapplication of Service Offering/Work, breach of this Service Offering Agreement, negligence, wrongful conduct, or violations of law by Subscriber or its affiliates or those employed by, controlled by or in privily with them, and Subscriber agrees to so defend and indemnify Provider. *Nothing herein is intended to waive sovereign immunity by the City 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.

9. **Patent Protection.**

Subject to all limitations of liability provided herein, Provider will, with respect to any Service Offering/Work of Provider's design or manufacture, indemnify Subscriber from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any Canadian or U.S. patent (or European patent for Service Offering/Work that Provider sells to Subscriber for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Service Offering/Work sold to Subscriber hereunder and from reasonable expenses incurred by

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Subscriber in defense of such suit **if** Provider does not undertake the defense thereof, provided that Subscriber promptly notifies Provider of such suit and offers Provider either (i) full and exclusive control of the defense of such suit when Service Offering/Work of Provider only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Provider are also involved.

Provider's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Service Offering/Work according to their applications as envisioned by Provider's specifications. In case the Service Offering/Work are in such suit held to constitute infringement and the use of the Work is enjoined, Provider will, at its own expense and at its option, either procure for Subscriber the right to continue using such Service Offering/Work or replace them with non-infringing software, services, and/or products, or modify them so they become non-infringing, or remove the Service Offering/Work and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Provider for patent infringement by the Service Offering/Work. Further, to the same extent as set forth in Provider's above obligation to Subscriber, Subscriber agrees to defend, indemnify and hold harmless Provider for patent infringement related to (a) any Service Offering/Work or goods manufactured to the Subscriber's design, (b) software or services provided in accordance with the Subscriber's instructions, or (c) Provider's Service Offering/Work when used in combination with any other devices, parts or software not provided by Provider hereunder.

10. Software and Data.

All licenses to Provider's separately provided software products are subject to the separate software license agreement(s) accompanying the software media. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Provider's software: Provider grants Subscriber only a personal, non-exclusive license to access and use the software provided by Provider with the Service Offering/Work purchased hereunder solely as necessary for Subscriber to enjoy the benefit of the Service Offering/Work. A portion of the software may contain or consist of open-source software, which Subscriber may use under the terms and conditions of the specific license under which the open-source software is distributed. Subscriber agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Subscriber's use of the Service Offering/Work, Provider may obtain, receive, or collect data or information, including data produced by the Service Offering/Work. In such cases, Subscriber grants Provider a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Provider and its affiliates.

11. Export and Import Licenses and Compliance with Laws and Related Company Policies.

Unless otherwise specified in this Service Offering Agreement, Subscriber is responsible for obtaining any required export or import licenses. Provider represents that all Service Offerings/Work delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Subscriber will comply with all laws and regulations applicable to the

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installation or use of all such Service Offerings/Work, including applicable import and export control laws and regulations of the U.S., E.U., and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Work and technology delivered hereunder.

Subscriber will not sell, transfer, export, or re-export any Provider Service Offering/Work or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Provider Service Offerings/Work or technology in any facility which engages in activities relating to such weapons. Subscriber will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Subscriber's business activities in connection with this Service Offering Agreement, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Subscriber agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Subscriber or for Provider, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Subscriber's activities related to this Service Offering Agreement. Provider asks Subscriber to "Speak Up!" if aware of any violation of law, regulation or our Code of Conduct ("Code of Conduct") in relation to this Service Offering. Sec Integrity and compliance Veralto for a copy of the Code and for access to our Helpline portal.

12. Force Majeure.

Provider is excused from performance of its obligations under this Service Offering Agreement to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Provider by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Provider may, at its option, terminate any part of or all of this Service Offering Agreement without penalty and without being deemed in default or in breach thereof.

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13. **Non-Assignment and Waiver.**

Subscriber will not transfer or assign this Service Offering Agreement or any rights or interests hereunder without Provider's prior written consent. Failure of either party to insist upon strict performance of any provision of this Service Offering Agreement, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Service Offering Agreement will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as info waiver had occurred.

14. **Limitation of Liability.**

Provider, its affiliates, subsidiaries, and each of their respective directors, officers, members, partners, and/or employees (individually, a "Provider Indemnified Party" and collectively, the "Provider Indemnified Parties") will not be liable to Subscriber under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Work purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Subscriber's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Provider Indemnified Parties arising out of the performance or non-performance hereunder or Provider's obligations in connection with the design, manufacture, sale, delivery, and/or use of the Service Offering/Work will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Provider for any Service Offering/Work delivered hereunder.

15. **Applicable Law and Dispute Resolution.**

The construction, interpretation, and performance hereof and all transactions hereunder shall be governed by the laws of the Florida, without regard to its principles or laws regarding conflicts of laws. lf any provision of this Service Offering Agreement violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Provider and Subscriber, any dispute relating to this Service Offering agreement which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in Marion County Florida, if Subscriber has minimum contacts with British Columbia and, (ii) elsewhere in Canada if Subscriber has minimum contacts with Canada, but not British Columbia, (iii) in the State of New York if Subscriber does not have minimum contacts with Canada.

16. **Funds Transfers.**

Subscriber and Provider both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Subscriber must verbally confirm any new or changed bank transfer or mailing instructions by calling Provider and speaking with Provider's accounts receivable contact before

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mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing, or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

17. **Entire Agreement & Modification.**

These Tenns & Conditions of Sale and accompanying software or service agreement constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Provider unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Provider. Provider rejects any additional or inconsistent Terms & Conditions of Sale offered by Subscriber at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Provider's acceptance of Subscriber's order for the described Service Offering/Work.

18. **TERMINATION FOR NON-FUNDING.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Aquatics Informatics without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

Certificate Of Completion

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Status: Completed
Subject: FOR SIGNATURE - Aquatic Informatics Linko Support & Maintenance Agreement (WRS/250815)
Source Envelope:
Document Pages: 17
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

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Kent Seymour kent.seymour@aquaticinformatics.com Director, Customer Success Security Level: Email, Account Authentication (None)	DocuSigned by: Kent Seymour DA0302C1218B4B7... Signature Adoption: Pre-selected Style Using IP Address: 2600:382:b194:b78b:b5b4:48df:73e7:647f	Sent: 8/8/2025 8:44:26 AM Viewed: 8/8/2025 10:08:50 AM Signed: 8/8/2025 11:39:27 AM
Electronic Record and Signature Disclosure: Accepted: 4/24/2025 5:23:52 PM ID: 231b70cd-ad27-489d-988d-4da38cea0ab5		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/8/2025 11:39:28 AM Viewed: 8/13/2025 2:48:01 PM Signed: 8/13/2025 2:49:28 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/13/2025 2:49:30 PM Viewed: 8/14/2025 3:27:31 PM Signed: 8/14/2025 3:29:30 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	8/8/2025 8:44:26 AM
Certified Delivered	Security Checked	8/14/2025 3:27:31 PM
Signing Complete	Security Checked	8/14/2025 3:29:30 PM
Completed	Security Checked	8/14/2025 3:29:30 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.

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Ciao Bambini
Exhibition License Agreement

This Exhibition License Agreement (this "Agreement") is made this 16th day of July 2025, by and between The Magic House, St. Louis Children's Museum, a Missouri non-profit corporation (hereinafter "The Magic House") and the City of Ocala (hereinafter "Licensee").

WITNESSETH

WHEREAS, The Magic House has created the Traveling Exhibition (as defined below);

WHEREAS, Licensee wishes to share the Traveling Exhibition with its community; and

WHEREAS, The Magic House wishes to make the Traveling Exhibition available to Licensee upon the terms and conditions herein;

NOW, THEREFORE, The Magic House and Licensee agree as follows:

1. Definitions. As used in this Agreement, the following terms will have the following specified meanings:

   A. "Exhibition License Fee" means the license fee paid by Licensee to The Magic House as set out in detail in Schedule A.

   B. "Schedule of Dates and Payments" means the date and fee schedule set forth in Schedule A.

   C. "License Period" means the period beginning on the Delivery Date (defined in Schedule A) and ending on the Pick up Date (defined in Schedule A).

   D. "Exhibition Period" means the period beginning on the Opening Date (defined in Schedule A) and ending on the Closing Date (defined in Schedule A).

   E. "Exhibition Site" means Licensee's exhibition site for the Exhibition, as specified in Schedule B.

   F. "Services" means training, support, and other services described on the attached Schedule B, and any other services furnished by The Magic House under this Agreement.

   G. "Marketing Manual" means a packet containing images, logos, language usage, as well as sponsorship, copyright and trademark guidelines, the terms of which are incorporated herein by reference as if fully set forth herein.

   H. "Traveling Exhibition" means Ciao Bambini that was created by The Magic House, St. Louis Children's Museum.

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2. License, Schedule of Dates. Subject to the terms and conditions of this Agreement, The Magic House hereby licenses the Traveling Exhibition to Licensee, and Licensee agrees to accept the Traveling Exhibition for the duration of the License Period and to display it at the Exhibition Site for the duration of the Exhibition Period. Licensee agrees that it will not (a) move or transfer the Traveling Exhibition out of the Exhibition Site or (b) lease, sublicense or otherwise assign or delegate any of Licensee's rights or duties hereunder or allow any third party to take custody of, or responsibility for, the Traveling Exhibition. Licensee shall not modify, enhance or supplement the Traveling Exhibition or any element or portion thereof, or the thematic or interpretive organization thereof, without the prior written consent of The Magic House, which consent may be withheld in its sole discretion.

3. Installation and De-installation. The obligations of The Magic House and Licensee with respect to installation and de-installation of the Traveling Exhibition are described on Schedule B attached hereto. As more particularly described in Schedule B, The Magic House's carrier shall deliver the Traveling Exhibition to the Exhibition Site on the Delivery Date and pick up the Traveling Exhibition from the Exhibition Site on the Pick up Date.

4. License Fee. Licensee shall pay The Magic House the Exhibition License Fee in the amount and according to the time table set forth in Schedule A. In addition to the Exhibition License Fee, Licensee will also pay for (or reimburse The Magic House for): (i) shipping charges for transportation of the exhibit, as determined by The Magic House; The Magic House will notify Licensee of these charges as soon as reasonably practicable after the information is available and payment will be due at the time of the final exhibit payment outlined in Schedule A. Other than the Exhibition License Fee which shall be paid in accordance with Schedule A, Licensee shall pay The Magic House all other amounts due for all other expenses and charges within 30 days of the date of issue of any bill sent to Licensee by The Magic House or an additional charge of 1.5% per month may be applied to any past due balance.

   As set forth below, certain portions of the License Fee shall be forfeited upon cancellation:

   A. Licensee shall forfeit twenty-five percent (25%) of the Exhibition Licensee Fee in the event Licensee cancels the Traveling Exhibition less than 180 days but no less than 120 days before the Opening Date.

   B. Licensee shall forfeit fifty percent (50%) of the Exhibition License Fee in the event Licensee cancels the Traveling Exhibition less than 120 days but no less than 60 days before the Opening Date.

   C. Licensee shall forfeit one hundred percent (100%) of the Exhibition Licensee Fee in the event that Licensee cancels the Traveling Exhibition less than 60 days before the Opening Date.

5. Partnerships/Sponsorships.

   A. Licensee may not secure local sponsorship or underwriting for the Traveling Exhibition without The Magic House's prior written approval, which approval shall not be unreasonably withheld.

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6. Publicity; Promotional Materials; Credit.

A. Licensees shall use commercially reasonable efforts to promote the Traveling Exhibition prior to and during the Exhibition Period, and, in doing so, shall comply with the provisions of this Agreement. The Magic House will provide Licensee with general promotional materials including examples of press and public service announcements, an exhibit fact sheet, and a computer disk containing Traveling Exhibition logos (the "Traveling Exhibition Promotional Materials"). Such promotional materials will be sent to Licensee at least 90 days before Opening Date. Promotional materials shall be selected and provided by The Magic House at its sole discretion. Promotional materials shall not be sold by Licensee. No changes may be made to camera ready promotional materials or Traveling Exhibition logos.

B. Any copying or other reproduction of the Traveling Exhibition, or any part thereof (including, without limitation, the promotional materials), is strictly prohibited unless specifically and solely for Licensee's reasonable publicity and promotional purposes in connection with the Traveling Exhibition and as approved by The Magic House in its sole discretion. If applicable, all permitted photographs and reproductions taken of the traveling Exhibition and its components must include a copyright notice as further described in Section 10.B. hereof.

C. The Magic House shall have the right to approve all advertising, publicity releases, display and promotional efforts and materials (including brochures, invitations, flyers, etc.) developed by Licensee or its agents, (the "Licensee Promotional Materials").Licensee shall submit to The Magic House all concepts, designs, layout and text, as well as samples of any proposed Licensee Promotional Materials, giving The Magic House at least ten working days to review and approve such Licensee Promotional Materials. The Magic House shall have the right, in its sole discretion, to approve or disapprove any plans or material submitted in connection with the Licensee Promotional Materials. If The Magic House does not notify Licensee, within ten days of Licensee's submission, that any such plan or material has been approved, such plan or material will be deemed disapproved and Licensee may not proceed to use it.

D. License agrees to use the official Traveling Exhibition logos as provided by The Magic House in all signage, news and publicity releases, advertisements, printed materials (brochures, invitations, flyers, etc.) and any other communications relating to the Traveling Exhibition.

E. The Licensee agrees to ensure that The Magic House is properly credited in all publicity and communications relating to the Exhibition. The following credit line must appear on all printed material relating to the Exhibition:

Ciao Bambini was created by The Magic House, St. Louis Children's Museum.

7. **PUBLIC RECORDS.** The Magic House shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, The

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Magic House shall:

A. Keep and maintain public records required by the public agency to perform the service.

B. 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.

C. 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 The Magic House does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of The Magic House or keep and maintain public records required by the public agency to perform the service. If The Magic House transfers all public records to the public agency upon completion of the contract, The Magic House shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If The Magic House keeps and maintains public records upon completion of the contract, The Magic House 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.

8. Attendance. Licensee agrees to provide The Magic House attendance figures for the Exhibition Period within 30 days following the Closing Date.

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9. Insurance.

A. Licensee agrees to provide and keep in full force and effect, at its sole expense, insurance coverage from a recognized and qualified insurance company selected by Licensee and reasonably acceptable to The Magic House on the entire contents of the Traveling Exhibition from the time it is delivered to Licensee, while on display, and post exhibition time until it leaves the facility. As evidence of such insurance coverage, Licensee shall provide The Magic House with a fully paid, bona fide certificate of insurance at least 60 days prior to the Delivery Date. Licensee agrees that the contents of said insurance certificate shall remain confidential and shall not be made public.

B. Such insurance shall include the following coverage:

i. property insurance covering the Traveling Exhibition in an amount equal to the full replacement value of $500,000; and

ii. general liability insurance covering all claims arising out of accidents or injury (including death) to any person or damage to any property occurring as a result of or related to use or operation of the Traveling Exhibition, with combined single limits of not less than $2,000,000.

C. All policies for Licensee's insurance will:

i. name The Magic House as additional named insured;

ii. be endorsed to provide that such policies will not be substantially modified or cancelled without the insurer giving The Magic House at least 30 days' advance written notice of the same; and

iii. be dated beginning upon acceptance of delivery for shipment to Licensee's Exhibition Site and end upon release of Traveling Exhibition for transportation to next site.

iv. the licensee shall be responsible for all injury or damage of any kind resulting from said operations, to persons or property regardless of who may be the owner of the property. In addition to the liability imposed upon the Lessee on account of personal injury (including death) or property damage suffered through the Lessee's negligence, which liability is not impaired or otherwise affected hereunder, the Lessee assumes the obligation to save the Owner harmless and to indemnify the Owner from every expense, liability or payment arising out of or through injury (including death) to any person or persons or damaged property (regardless of who is the owner of the property) of any place in which Exhibit is located, arising out of or suffered through any act or omission of the Lessee, or anyone directly or indirectly employed by or under the supervision of the Licensee.

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D. Licensee shall carry its own Workman's Compensation Policy.

10. Security Precautions.

A. Licensee agrees to provide adequate security for the Traveling Exhibition at Licensee's sole cost and expense which shall include at least the following:

i. A minimum of 4 gallery attendant(s) during unloading, unpacking, installation, dismantling, re-packing and loading of the Traveling Exhibition.

ii. A minimum of 1 gallery attendant to observe the Exhibition Site during all hours Licensee is open to the public.

iii. A fully certified and operative burglar alarm of high professional standards to be used during closed hours.

iv. Institutions must be equipped with a certified and operative fire and security system.

v. NO EATING, DRINKING, OR SMOKING shall be allowed within the exhibit. Licensee agrees to post signs in clear and conspicuous locations of the Traveling Exhibition stating this restriction.

B. Licensee agrees to provide a current list of names and phone numbers for persons responsible for the Traveling Exhibition, including the Licensee's Director, Chief Financial Officer, and Public Relations liaison.

11. Protection of Proprietary Rights.

A. Licensee acknowledges that The Magic House has valuable intellectual property rights, including but not limited to, patent, copyright, trademark, service mark, trade name, trade secret, and other proprietary rights (collectively, the "Proprietary Rights") in the Traveling Exhibition, Traveling Exhibition logos, and Traveling Exhibition Promotional Materials.

B. Licensee acknowledges and agrees that no title, ownership, or Proprietary Rights related to any portion of the Traveling Exhibition, Traveling Exhibition Logos, and Traveling Exhibition Promotional Materials is transferred to Licensee by virtue of this Agreement. The Magic House shall maintain all right, title, and interest in the Traveling Exhibition, Traveling Exhibition logos, and Traveling Exhibition Promotional Materials. Licensee is responsible for adhering strictly to all rules, terms of use, procedures, and quality control measures implemented by The Magic House to protect its Proprietary Rights including without limitation use, display, and demonstration of the Traveling Exhibition, Traveling Exhibition logos, Traveling Exhibition Promotional Materials, and any collateral materials, press releases, marketing materials, and signage associated with the Traveling Exhibition.

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C. Licensee shall place appropriate copyright, trademark, service mark or notices on any advertising, display or Licensee Promotional Materials as may be directed by The Magic House.

D. Further, Licensee shall not remove or in any way alter any copyright, trademark, or service mark notice appearing in or on any elements of the Traveling Exhibition, Traveling Exhibition logos, and Traveling Exhibition Promotional Materials. In the event The Magic House authorizes Licensee to reproduce any Traveling Exhibition Promotional Materials, any and all reproductions shall include the appropriate notice symbols set forth above.

E. Except as specifically permitted by this Agreement, Licensee shall not use or adopt any service mark, trade name or trademark of The Magic House or any confusingly similar mark, and Licensee agrees not to contest or attack the Proprietary Rights of The Magic House.

F. Licensee shall take such action as The Magic House may reasonably request (which shall be at Licensee's expense to the extent attributable to Licensee's acts or omissions) to protect the Proprietary Rights of The Magic House, including, without limitation, executing such documents as may be necessary to effect such purpose.

G. Licensee specifically agrees that all goodwill which arises from Licensee's use, display, and/or demonstration of the Traveling Exhibition, Traveling Exhibition logos, and/or Traveling Exhibition Promotional Materials shall inure to the benefit of The Magic House, as dictated by its ownership of the Proprietary Rights in such intellectual property.

12. Liability.

A. The Magic House shall have the exclusive right to defend or, at its option, settle any claims or proceedings brought against Licensee to the extent they are based on an assertion that any portion of the Traveling Exhibition or any Proprietary Rights infringes any copyright or trademark of any third party. In the event of any claim described above which The Magic House has the right to defend, Licensee shall (1) promptly notify The Magic House in writing of any such claim; (2) give The Magic House or its designee(s) full authority, information and assistance to defend such claim; and (3) give The Magic House or its designee(s) sole control of the defense of such claim and all negotiations for the compromise or settlement thereof. In the event that The Magic House fails to exercise its exclusive rights set forth in this Section, after a reasonable period of time, Licensee shall, upon written notice to The Magic House, have the right to defend or settle any such claims or proceedings.

B. The Magic House shall not have any further liability, whether in contract, tort or otherwise, arising out of or in connection with this agreement, the delivery or display of the traveling exhibition, or The Magic House's rendering of any advice or services, including, without limitation, any liability for incidental, consequential,

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punitive or tort damages or any damages resulting from loss of profits or loss of business, whether or not they have been advised of the possibility of such damages

C. The Magic House and Licensee each shall defend, indemnify, and hold harmless the other party and its respective officers, trustees, directors, agents, designees, assignees, grantors, and employees from and against all claims, alleged claims, actions, losses, costs, expenses, settlements, demands, and liabilities of every kind whether of the other party hereto or any third party in connection herewith, including reasonable attorney's fees and expenses, arising out of or incurred by reason of the inaccuracy, alleged breach, or actual breach by indemnifying party of any agreement or undertaking made by such party herein. The indemnifying party shall, at its sole cost and expense, dispose of any such claim or demand or defend against any such action. In the event that any such claim is made by a third party, the indemnified party, at its option, shall have the right, at its sole cost and expense, to participate in the defense of any such action and to be represented by counsel of its selection. Each party shall give the other party prompt notice of the assertion of any claim or the institution of any action that may expose either party to liability.

13. Termination.

A. If Licensee materially breaches any of the terms of this Agreement and fails to cure such breach within ten days of receipt of such notice of such breach, The Magic House may terminate this Agreement without further obligation. In the event of any such termination, Licensee shall: (1) immediately close the Traveling Exhibition to the public; (2) dismantle and repack the Traveling Exhibition and ship it to a subsequent alternate exhibition site or The Magic House as directed by The Magic House; and (3) reimburse The Magic House in full for all costs incurred by The Magic House in shipping the Traveling Exhibition and of modifying the tour schedule or seeking a replacement alternate exhibition site.

B. Licensee agrees that if The Magic House terminates this Agreement for any uncured breach by Licensee, then The Magic House shall have the right to retain the Exhibition License Fee, and shall have no obligation to return to the Exhibition License Fee, or any portion thereof, to Licensee. In addition, The Magic House shall be entitled to all costs, expenses and other amounts due The Magic House hereunder, plus any costs and expenses incurred by The Magic House in connection with Licensee's breach hereunder, including without limitation, The Magic House's reasonable attorney's fees and expenses.

C. Upon the expiration or other termination of this Agreement, Licensee shall immediately cease using all Proprietary Rights, all photographs and descriptions of the Traveling Exhibition and all publicity materials and shall have no further right in or to such items.

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D. In the event that this Agreement expires or is otherwise terminated, the provisions of sections 10, 11, 12 and 13 shall survive and Licensee shall fulfill all of its obligations thereunder.

E. In the event that a "Force Majeure" event occurs prior to the beginning of the License Period which prevents the fulfillment of the terms of this Agreement, neither The Magic House nor Licensee shall be held liable, and this Agreement shall be null and void, and Licensee shall be issued an immediate refund of all monies paid in respect to this Agreement. As used herein, "Force Majeure" shall mean any of the following conditions or contingencies which has occurred and is continuing: any act of God, fire, flood, lightning, earthquake, storm, hurricane, explosion, sabotage, invasions, wars, labor disputes, governmental acts, orders or regulations, which is beyond the control of the party claiming force majeure and prevents the performance of any obligation of either party hereunder, but shall not include financial difficulties of such party, and pandemic, epidemic, or national health emergency that warrants the Licensee's temporary or permanent closure.

14. Warranties and Representations. Licensee and The Magic House each warrant and represent that (i) it has the authority to enter into this Agreement; and (ii) by entering into this Agreement, it is not violating any other agreement to which it is a party. Licensee further warrants and represents that it is a non-profit charitable corporation and that it will comply with all applicable laws, rules, orders, ordinances, rules, regulations, and contractual requirements in fulfilling its obligations under this Agreement.

15. Disclaimers. THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE ONLY REPRESENTATIONS AND WARRANTIES OF THE MAGIC HOUSE. THE MAGIC HOUSE MAKES NO FURTHER AGREEMENTS, COVENANTS, REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ALL FURTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT AND ALL DOCUMENTS CONTEMPLATED HEREUNDER.

16. Waiver. The waiver, or repeated waiver, by either party hereto of compliance by the other party with any provision of this Agreement shall not be deemed a waiver of compliance with such provisions on a subsequent occasion, nor shall any such waiver imply the waiver of any other provision of this Agreement.

17. Notices. All notices hereunder (i) shall be in writing, (ii) shall be forwarded by one of the following methods: hand-delivery, first-class, certified or registered U.S. mail, Federal Express or other nationally recognized overnight courier service or by fax (followed up by a mailed copy), (iii) shall be effective on receipt and (iv) shall be addressed to the undersigned at the addresses set forth below unless otherwise directed.

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If to Vendor:	Magic House St. Louis Children's Museum Attention: Elizabeth Fitzgerald 516 South Kirkwood Road St. Louis, MO 63122 Phone: 314-822-8900 E-mail: **beth@magichouse.org**
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

18. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, excluding any Florida choice of law rules, which would have the effect of applying the substantive law of any other jurisdiction. The parties agree to

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submit solely and exclusively to the jurisdiction of the state and federal courts of the State of Florida to resolve any disputes arising hereunder.

19. No Waiver of Sovereign Immunity. Nothing herein is intended to waive sovereign immunity by the City 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.

20. No Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successor and assigns; provided that this Agreement shall not be assignable or delegable by either party hereto in whole or in part without the express prior written consent of the other party.

21. Relationship of Parties. This Agreement shall not constitute either party an agent or legal representative of the other for any purpose whatsoever and creates no relationship of employment, principal and agent, partnership or joint ventures. Neither party shall have any authority to bind the other or to create any express or implied obligation for the other, and neither party shall hold itself out as having such authority.

22. Severability. This Agreement is intended to be severable. In the event any provision hereof is found by a tribunal of competent jurisdiction to be void, invalid or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall be enforced as if such void, invalid or unenforceable provision or portion thereof had never been contained herein. Furthermore, in the event such a tribunal finds that any provision hereof is overly broad in scope or duration, the tribunal shall have the authority to reform such provision by limiting its scope or duration to the minimum degree required so as to render it enforceable in the circumstances under which it is sought to be enforced.

23. Entire Agreement. This Agreement, including all Schedules and attachments thereto, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior negotiations, proposals, notices, representations, circulars, descriptions, understandings and agreements, oral or written, regarding such subject matter. This Agreement may be modified only by an instrument in writing duly executed by an authorized representative of both parties.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument, and each of which may be sent by facsimile, which facsimile shall be deemed an original.

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

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By: City of Ocala

Signed: DocuSigned by: Ken Whitehead 5877F71E38874F4...
Printed Name: Ken Whitehead
Title: Assistant City Manager

Date: 8/15/2025

Address: 110 SE Watula Ave.
Ocala, FL 34471-2180

By: The Magic House, St. Louis Children's Museum

Signed:
Printed Name:
Title:

Date: 8/7/25

Address: 516 S. Kirkwood Road
St. Louis, MO 63122

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...
William E. Sexton, Esq.
City Attorney

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Schedule A
To
Exhibition License Agreement

1.	Exhibition License Fee	TOTAL AMOUNT:	$45,000
	Non-refundable deposit	AMOUNT $7,500	DUE AT SIGNING
	Interim Payment	AMOUNT $15,000	DUE DATE: January 19, 2026
	Final Payment	AMOUNT $22,500	DUE DATE: October 1, 2026

2. Schedule of Dates:

Delivery Date:	Tuesday, January 19, 2027
Opening Date:	Saturday, January 23, 2027
Closing Date:	Sunday, May 16, 2027
Pick Up Date:	Thursday, May 20, 2027

Other costs (to be billed to Licensee by The Magic House as incurred):

1. Inbound shipping costs
2. Special equipment if necessary (i.e. Forklift, pallet jack, etc.)

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Schedule B
To
Exhibition License Agreement

Description of Service:

1. Exhibition Site: Discovery Center, 701 NE Sanchez Avenue, Ocala FL 34470

Contact: Curtis Hinnrichs – chinnrichs@ocalafl.gov

Licensee shall provide an Exhibition Site that meets the following requirements:

2. Shipping, Installation and Dismantling of Traveling Exhibition

   a. Subject to Licensee's reimbursement obligations, The Magic House agrees to arrange transportation of the Traveling Exhibition to and from the Exhibition Site. The carrier shall "park" the trailer for loading and unloading the Traveling Exhibition within 20 feet of loading dock or designated unloading location for the Exhibition Site.

   b. Licensee shall be responsible for unloading, unpacking, installation, de-installation, re-packing and reloading the Traveling Exhibition. Licensee will supply 4 full time crew members capable of lifting 50 or more pounds who shall work during the installation and de-installation processes. The projected time necessary for unloading, unpacking, and installation of the Traveling Exhibition is 4 full working days; the projected time for de-installation, re-packing and reloading is 4 full working days.

   c. The Magic House shall provide written instructions for installation and de-installation of the Traveling Exhibition.

   d. Licensee shall be responsible for the proper storage of Traveling Exhibition and crates.

   e. Prior to the Opening Date, Licensee shall complete a Condition Report on each object to the Traveling Exhibition and send that report to The Magic House within 5 working days of the Opening Date; Licensee shall review and verify the same at the conclusion of the Traveling Exhibition on the on-going Condition Report Book(s) provided by The Magic House and send copies of said condition reports to The Magic House within 5 working days of the Closing Date.

   f. The Magic House will provide Licensee with information regarding transfer of the Traveling Exhibition to the next location.

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g. Licensee shall be responsible for costs incurred to store the Traveling Exhibition if Licensee is unable to accept it at time agreed upon in this agreement or if Licensee needs to relinquish the Traveling Exhibition prior to time agreed upon.

h. The Exhibition can be unloaded from the truck(s) through a loading dock that is dock-height. If the loading area is not dock-height, at the Licensee's expense, a forklift will be required to load and unload the Exhibition. The truck(s) will not be equipped with a lift gate but may be requested, at the Licensee's expense. A pallet jack is recommended for ease of unload and load of the Exhibition.

i. Licensee shall bear the costs of any special handling needs, including, but not limited to: fork lift rental, additional ramps, downsizing the load into smaller trucks, or other special requests, and any costs resulting from the Licensee not being able to accept, unload, or load the Exhibition at the agreed upon time.

3. Routine maintenance

Routine maintenance of the Traveling Exhibition is the responsibility of Licensee. Routine maintenance of the Traveling Exhibition includes:

- daily checks of all exhibits
- daily start-up of the Traveling Exhibition
- regular cleaning per instructions provided in the Installation Manual
- occasional replacement activity materials as listed in Assembly Manual
- occasional touch-up painting on damaged items
- occasional arranging for local repairs of broken items (cost of repair due to age will be paid by The Magic House; vandalism or damage due to inappropriate handling by Licensee or its visitors will be the responsibility of the Licensee)
- other minor repairs and maintenance as needed

4. Major maintenance and repairs – The Magic House will coordinate all major maintenance and repairs to the Traveling Exhibition. These repairs may be performed by The Magic House staff, a local agent, and/or arranged, by mutual consent, to be handled by Licensee. Such maintenance and repairs shall be at The Magic House's cost and expense unless necessitated by Licensee's or its visitors' acts or omissions in which event they shall be at Licensee's cost and expense, which such amounts shall be due and payable within seven days after billing by The Magic House.

5. Additional charges – If The Magic House shall provide services over and above those covered under this schedule, whether at the request of Licensee or due to Licensee's breach of any provision of this Agreement, The Magic House shall charge and Licensee shall pay (1) The Magic House staff services at the rate of $250 per day per staff member required plus per diem and travel expenses; and (2) the invoice amount for other costs and/or services. Such amounts shall be due and payable within seven days after billing by The Magic House.

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6. Damage – Licensee shall report any and all damages or losses to the Traveling Exhibition while in Licensee's custody immediately by telephone to The Magic House, Project Manager. Within twenty-four (24) hours of discovery of damage or loss, Licensee shall send a full written statement to The Magic House detailing the extent, time, place, and circumstances of the damage or loss. All damaged materials shall be left as discovered unless Licensee is instructed by The Magic House's Project Manager to proceed otherwise or unless emergency measures are necessary to prevent further damage. The Magic House shall provide Licensee with handling and other instructions for damaged materials within 3 days following telephone notification from Licensee of such damage.

7. Consumables – The Magic House will provide a designated amount of replacement supplies, back-up supplies, loose component pieces, books and consumable items (ie: paper goods). It is the Licensee's responsibility to inventory all supplies upon delivery to Licensee and when the Exhibition is packed for shipment. Specific consumable items will be refreshed by The Magic House in accordance with the Exhibit Installation Guide. The Licensee is responsible for reading and complying with the Exhibit Installation Guide regarding cleaning and return of excess and damaged items to The Magic House. The Licensee may be charged for any excess damage to custom items that may result from improper packing. If additional consumable items are required by Licensee over and above those provided by The Magic House, Licensee must contact The Magic House immediately. Additional consumable items will be at the Licensee's expense.

Certificate Of Completion

Envelope Id: 0E0797DD-F054-4E42-8287-F0F3ECD36148
Status: Completed
Subject: FOR SIGNATURE - Ciao Bambini Exhibition License Agreement (REC/250822)
Source Envelope:
Document Pages: 16
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
8/12/2025 9:08:03 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/12/2025 9:09:36 AM Viewed: 8/13/2025 2:31:13 PM Signed: 8/13/2025 2:36:29 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/13/2025 2:36:30 PM Viewed: 8/14/2025 3:33:35 PM Signed: 8/15/2025 8:39:30 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

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	8/12/2025 9:09:36 AM
Certified Delivered	Security Checked	8/14/2025 3:33:35 PM
Signing Complete	Security Checked	8/15/2025 8:39:30 AM
Completed	Security Checked	8/15/2025 8:39:30 AM

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.

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SERVICES AGREEMENT FOR THE PROVISION OF A PHOTO BOOTH EXPERIENCE FOR THE 2025 LIGHT UP OCALA EVENT

THIS SERVICES AGREEMENT FOR THE PROVISION OF A PHOTO BOOTH EXPERIENCE FOR THE 2025 LIGHT UP OCALA EVENT ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SMILE TIME, LLC**, a limited liability company duly organized and authorized to do business in the State of Florida (EIN: 83-0912281) ("Vendor").

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

1. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement.

   Vendor shall provide **ONE (1)** platinum photo booth package which contains the following services:

   A. Unlimited photo booth sessions in open air photo booth

   B. Provision of quality double printed photos.

   C. Option for traditional 2x6 strips or 4x6 sized photos.

   D. Customized photo template including the addition of logo, event name, and date.

   E. Themed and/or client's color scheme colored backdrop.

   F. Themed and/or client's color scheme props.

   G. Presence of photo booth attendants to assist guests and operate the booth.

   H. A private, online event gallery containing all digital photos, accessible for downloading, sharing, and saving.

   City will provide **ONE (1)** power source, **ONE (1)** branding for photo template, and **ONE (1)** 10' x 10' tent for Vendor.

2. **COMPENSATION.** City shall pay Vendor a price not to exceed the lump sum amount of **NINE HUNDRED NINETY-FIVE AND NO/100 DOLLARS ($995)** (the "Service Fee") as full and complete compensation for the timely and satisfactory completion of the Services set forth herein.

   A. **Invoice Submission**. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date.

   B. **Payment of Invoice by City**. City shall pay the Service Fee by hand delivering a check made payable to **SMILE TIME, LLC** to Vendor immediately following the rendering of the Services on the Event Date.

   C. **Amounts Due to the City**. Vendor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

   D. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax

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to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

3. **TIME FOR SERVICE**.

   A. Vendor shall provide **ONE (1)** unlimited photo booth located at an indoor or covered outdoor location during the City's **2025 LIGHT UP OCALA** (the "Event") on **NOVEMBER 22, 2025,** from **3:00 P.M. to 8:00 P.M.** (the "Event Date").

   B. The Event shall take place at **CITY OF OCALA DOWNTOWN SQUARE**.

   C. The load in and set up time on the date of the Event shall begin at **1:00 P.M.**

   D. The Time for Service under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City.

4. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the service of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

5. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

      (2) Vendor provides material that does not meet the specifications of the Agreement;

      (3) Vendor fails to complete the work required within the time stipulated in the Agreement; or

      (4) Vendor fails to make progress in the service of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

   B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the

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reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Vendor Default**. In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;

(2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;

(3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and

D. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager, or other designee, shall provide written notice of the termination.

6. **SERVICE EVALUATION**. At the end of the contract, City may evaluate Vendor's service. Any such evaluation will become public record.

7. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

8. **VENDOR REPRESENTATIONS**. Vendor expressly represents that:

A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.

B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.

C. Vendor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the site(s) upon which the Services are to be performed and is satisfied with the site conditions that may affect cost, progress, and service of the work, as observable or determinable by Vendor's own investigation.

D. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its service under this Agreement whatsoever.

E. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has

been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

9. **VENDOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:

   A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

   B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures related to the provision of Services, and for any and all safety precautions or programs incident thereto.

   C. Vendor shall be responsible for all travel expenses incurred by both themselves and their employees while executing obligations under this Contract.

   D. Vendor shall provide release to photos and digital copies so event host may print more on their own from anywhere. Vendor shall not keep the rights to event photos.

10. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

11. **GENERAL LIABILITY INSURANCE**. Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

   A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
   B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.
   C. Policy must include coverage for contractual liability and independent contractors.
   D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

12. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

   A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

   B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages.

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Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

13. **ADDITIONAL INSURANCE REQUIREMENTS.**

A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.

B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. **Certificates of Insurance**. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force

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and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Vendor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

14. **SAFETY/ENVIRONMENTAL**. Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor.

15. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

16. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its service of its obligations under this Agreement.

17. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.

18. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

19. **PUBLIC RECORDS.** The Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Vendor shall:

    A. Keep and maintain public records required by the public agency to perform the service.

    B. 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

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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.

C. 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 the Vendor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor 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 THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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.

20. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

21. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

22. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

23. **WAIVER.** The failure or delay of any party at any time to require service by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require service

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of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

24. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

25. **INDEMNITY.** Vendor shall indemnify and hold harmless City, its elected officials, employees and volunteers against all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

26. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City 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 service 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.

27. **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 Vendor:	Smile Time, LLC Attention: Felicia Gomez 22 Teak Way Ocala, FL 34472 Phone: (352) 450-5099 E-mail: info@smiletimellc.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 Email: notices@ocalafl.gov

Docusign Envelope ID: A6F852B4-DBC6-4C4F-A393-D291A5F7A9A6

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

28. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

29. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

30. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.

31. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated service and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

32. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

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33. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

34. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

35. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

36. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

37. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

38. **ELECTRONIC SIGNATURE(S).** Vendor, 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.

39. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

40. **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.]

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IN WITNESS WHEREOF, the parties have executed this Agreement on 8/14/2025.

ATTEST:

Signed by: Angel B. Jacobs 8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by: Ken Whitehead 5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

SMILE TIME, LLC

By: DocuSigned by: Felicia Gomez 9AA4B704864F447...

Name: Felicia Gomez
(Printed Name)

Title: Event Specialist
(Title of Authorized Signatory)

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VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

Smile Time,LLC
VENDOR NAME

22 Teak Way, Ocala, FL 34472
VENDOR STREET ADDRESS, CITY, STATE, ZIP CODE

VENDOR acknowledges and understands that prior to commencement of an Agreement with the City of Ocala (the "City") and until completion of all obligations under said agreement, all vendors desiring to provide services to the City or to hold special events on City property are required to procure and maintain, for the life of said Agreement, the following types and limitations of liability insurance:

- **Commercial General Liability Insurance** identifying the City, a political subdivision of the State of Florida, and its officials, employees, and volunteers as additional insureds with an endorsement equal or broader to CG 20 26 04 13 from and against all claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons or damage to or loss of property arising out of or in any manner connected with the Vendor's services or event in the amounts of not less than ONE MILLION DOLLARS ($1,000,000.00) PER OCCURRENCE and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

VENDOR acknowledges and understands that **unless** CITY provides a written waiver of the insurance requirements, the failure of VENDOR to obtain and maintain the required insurance shall constitute a breach of contract.

By signing below, VENDOR intends for this document to serve as its written request for waiver of the foregoing insurance requirements for the following special event to occur on November 22, 2025 (IDENTIFY DATE HERE): EVENT DESCRIPTION:

Light up Ocala 2025

In exchange for and acceptance of CITY's waiver of the foregoing insurance requirements, VENDOR, including its successors and assigns, does hereby covenant and agree to indemnify, hold harmless, and defend the City of Ocala and its elected officials, employees, and volunteers from and against any and all claims, actions, liability, loss, damage, injury, death, or expense of any and every kind which may accrue or be suffered by any person, partnership, or other entity of any kind, in whole or in part from the intentional or negligent acts or omissions of VENDOR or its employees, agents, subcontractors, successors, or assigns. In the event that any suit or action is brought against CITY, its elected officials, employees, or volunteers for any of the claims described herein, VENDOR, its successors and assigns shall defend the suit or action at VENDOR'S sole cost and expense and shall fully satisfy any judgment that is rendered against CITY, its elected officials, employees, or volunteers, or any combination thereof.

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IN WITNESS WHEREOF, the VENDOR sets its hand this 24 day of July, 20 25.

Santiago GGomez
VENDOR SIGNATURE

Santiago G Gomez
VENDOR PRINTED NAME

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☒ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE: Initial KD
8/15/2025 (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE
_____ (Date)

Certificate Of Completion

Envelope Id: A6F852B4-DBC6-4C4F-A393-D291A5F7A9A6
Status: Completed
Subject: FOR SIGNATURE - Service Agreement for Provision of Photo Booth Experience (REC/250880)
Source Envelope:
Document Pages: 13
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

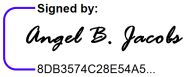
Record Tracking

Status: Original
8/13/2025 9:34:59 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Felicia Gomez info@smiletimellc.com Event Specialist Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/13/2025 11:27:04 AM ID: 31695eb8-227a-42e2-b4d8-48bfcee2c93c	DocuSigned by: Felicia Gomez 8AA4D704364F447... Signature Adoption: Drawn on Device Using IP Address: 2a09:bac2:6b36:2678::3d5:20 Signed using mobile	Sent: 8/13/2025 9:37:58 AM Viewed: 8/13/2025 11:27:04 AM Signed: 8/13/2025 11:28:23 AM
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/13/2025 11:28:24 AM Viewed: 8/13/2025 2:30:41 PM Signed: 8/13/2025 2:31:04 PM
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/13/2025 2:31:05 PM Viewed: 8/14/2025 3:36:02 PM Signed: 8/14/2025 3:37:20 PM
Richard Dennis rdennis@ocalafl.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	Initial RD Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/14/2025 3:37:21 PM Viewed: 8/15/2025 11:08:10 AM Signed: 8/15/2025 11:13:48 AM

Signer Events	Signature	Timestamp
Accepted: 7/30/2024 11:01:16 AM ID: 1b0ebc34-2a4d-4bdb-b2d5-fb0c8cca783a		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by:  8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/15/2025 11:13:50 AM Viewed: 8/15/2025 1:14:20 PM Signed: 8/15/2025 1:14:44 PM
Electronic Record and Signature Disclosure: Accepted: 8/15/2025 1:14:20 PM ID: 9712fcd5-3f52-40c5-af5a-0278e9aa7b5b		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/13/2025 9:37:58 AM
Certified Delivered	Security Checked	8/15/2025 1:14:20 PM
Signing Complete	Security Checked	8/15/2025 1:14:44 PM
Completed	Security Checked	8/15/2025 1:14:44 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.

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CONTRACT# REC/250821

Namaste India
Exhibition License Agreement

This Exhibition License Agreement (this "Agreement") is made this 16th day of July 2025, by and between The Magic House, St. Louis Children's Museum, a Missouri non-profit corporation (hereinafter "The Magic House") and the City of Ocala (hereinafter "Licensee").

WITNESSETH

WHEREAS, The Magic House has created the Traveling Exhibition (as defined below);

WHEREAS, Licensee wishes to share the Traveling Exhibition with its community; and

WHEREAS, The Magic House wishes to make the Traveling Exhibition available to Licensee upon the terms and conditions herein;

NOW, THEREFORE, The Magic House and Licensee agree as follows:

1. Definitions. As used in this Agreement, the following terms will have the following specified meanings:

   A. "Exhibition License Fee" means the license fee paid by Licensee to The Magic House as set out in detail in Schedule A.

   B. "Schedule of Dates and Payments" means the date and fee schedule set forth in Schedule A.

   C. "License Period" means the period beginning on the Delivery Date (defined in Schedule A) and ending on the Pick up Date (defined in Schedule A).

   D. "Exhibition Period" means the period beginning on the Opening Date (defined in Schedule A) and ending on the Closing Date (defined in Schedule A).

   E. "Exhibition Site" means Licensee's exhibition site for the Exhibition, as specified in Schedule B.

   F. "Services" means training, support, and other services described on the attached Schedule B, and any other services furnished by The Magic House under this Agreement.

   G. "Marketing Manual" means a packet containing images, logos, language usage, as well as sponsorship, copyright and trademark guidelines, the terms of which are incorporated herein by reference as if fully set forth herein.

   H. "Traveling Exhibition" means Namaste India that was created by The Magic House, St. Louis Children's Museum.

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2. License, Schedule of Dates. Subject to the terms and conditions of this Agreement, The Magic House hereby licenses the Traveling Exhibition to Licensee, and Licensee agrees to accept the Traveling Exhibition for the duration of the License Period and to display it at the Exhibition Site for the duration of the Exhibition Period. Licensee agrees that it will not (a) move or transfer the Traveling Exhibition out of the Exhibition Site or (b) lease, sublicense or otherwise assign or delegate any of Licensee's rights or duties hereunder or allow any third party to take custody of, or responsibility for, the Traveling Exhibition. Licensee shall not modify, enhance or supplement the Traveling Exhibition or any element or portion thereof, or the thematic or interpretive organization thereof, without the prior written consent of The Magic House, which consent may be withheld in its sole discretion.

3. Installation and De-installation. The obligations of The Magic House and Licensee with respect to installation and de-installation of the Traveling Exhibition are described on Schedule B attached hereto. As more particularly described in Schedule B, The Magic House's carrier shall deliver the Traveling Exhibition to the Exhibition Site on the Delivery Date and pick up the Traveling Exhibition from the Exhibition Site on the Pick up Date.

4. License Fee. Licensee shall pay The Magic House the Exhibition License Fee in the amount and according to the time table set forth in Schedule A. In addition to the Exhibition License Fee, Licensee will also pay for (or reimburse The Magic House for): (i) shipping charges for transportation of the exhibit, as determined by The Magic House; The Magic House will notify Licensee of these charges as soon as reasonably practicable after the information is available and payment will be due at the time of the final exhibit payment outlined in Schedule A. Other than the Exhibition License Fee which shall be paid in accordance with Schedule A, Licensee shall pay The Magic House all other amounts due for all other expenses and charges within 30 days of the date of issue of any bill sent to Licensee by The Magic House or an additional charge of 1.5% per month may be applied to any past due balance.

   As set forth below, certain portions of the License Fee shall be forfeited upon cancellation:

   A. Licensee shall forfeit twenty-five percent (25%) of the Exhibition Licensee Fee in the event Licensee cancels the Traveling Exhibition less than 180 days but no less than 120 days before the Opening Date.

   B. Licensee shall forfeit fifty percent (50%) of the Exhibition License Fee in the event Licensee cancels the Traveling Exhibition less than 120 days but no less than 60 days before the Opening Date.

   C. Licensee shall forfeit one hundred percent (100%) of the Exhibition Licensee Fee in the event that Licensee cancels the Traveling Exhibition less than 60 days before the Opening Date.

5. Partnerships/Sponsorships.

   A. Licensee may not secure local sponsorship or underwriting for the Traveling Exhibition without The Magic House's prior written approval, which approval shall not be unreasonably withheld.

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6. Publicity; Promotional Materials; Credit.

A. Licensees shall use commercially reasonable efforts to promote the Traveling Exhibition prior to and during the Exhibition Period, and, in doing so, shall comply with the provisions of this Agreement. The Magic House will provide Licensee with general promotional materials including examples of press and public service announcements, an exhibit fact sheet, and a computer disk containing Traveling Exhibition logos (the "Traveling Exhibition Promotional Materials"). Such promotional materials will be sent to Licensee at least 90 days before Opening Date. Promotional materials shall be selected and provided by The Magic House at its sole discretion. Promotional materials shall not be sold by Licensee. No changes may be made to camera ready promotional materials or Traveling Exhibition logos.

B. Any copying or other reproduction of the Traveling Exhibition, or any part thereof (including, without limitation, the promotional materials), is strictly prohibited unless specifically and solely for Licensee's reasonable publicity and promotional purposes in connection with the Traveling Exhibition and as approved by The Magic House in its sole discretion. If applicable, all permitted photographs and reproductions taken of the traveling Exhibition and its components must include a copyright notice as further described in Section 10.B. hereof.

C. The Magic House shall have the right to approve all advertising, publicity releases, display and promotional efforts and materials (including brochures, invitations, flyers, etc.) developed by Licensee or its agents, (the "Licensee Promotional Materials").Licensee shall submit to The Magic House all concepts, designs, layout and text, as well as samples of any proposed Licensee Promotional Materials, giving The Magic House at least ten working days to review and approve such Licensee Promotional Materials. The Magic House shall have the right, in its sole discretion, to approve or disapprove any plans or material submitted in connection with the Licensee Promotional Materials. If The Magic House does not notify Licensee, within ten days of Licensee's submission, that any such plan or material has been approved, such plan or material will be deemed disapproved and Licensee may not proceed to use it.

D. License agrees to use the official Traveling Exhibition logos as provided by The Magic House in all signage, news and publicity releases, advertisements, printed materials (brochures, invitations, flyers, etc.) and any other communications relating to the Traveling Exhibition.

E. The Licensee agrees to ensure that The Magic House is properly credited in all publicity and communications relating to the Exhibition. The following credit line must appear on all printed material relating to the Exhibition:

Namaste India was created by The Magic House, St. Louis Children's Museum.

7. **PUBLIC RECORDS.** The Magic House shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

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Specifically, The Magic House shall:

A. Keep and maintain public records required by the public agency to perform the service.

B. 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.

C. 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 The Magic House does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of The Magic House or keep and maintain public records required by the public agency to perform the service. If The Magic House transfers all public records to the public agency upon completion of the contract, The Magic House shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If The Magic House keeps and maintains public records upon completion of the contract, The Magic House 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.

8. Attendance. Licensee agrees to provide The Magic House attendance figures for the Exhibition Period within 30 days following the Closing Date.

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9. Insurance.

A. Licensee agrees to provide and keep in full force and effect, at its sole expense, insurance coverage from a recognized and qualified insurance company selected by Licensee and reasonably acceptable to The Magic House on the entire contents of the Traveling Exhibition from the time it is delivered to Licensee, while on display, and post exhibition time until it leaves the facility. As evidence of such insurance coverage, Licensee shall provide The Magic House with a fully paid, bona fide certificate of insurance at least 60 days prior to the Delivery Date. Licensee agrees that the contents of said insurance certificate shall remain confidential and shall not be made public.

B. Such insurance shall include the following coverage:

i. property insurance covering the Traveling Exhibition in an amount equal to the full replacement value of $500,000; and

ii. general liability insurance covering all claims arising out of accidents or injury (including death) to any person or damage to any property occurring as a result of or related to use or operation of the Traveling Exhibition, with combined single limits of not less than $2,000,000.

C. All policies for Licensee's insurance will:

i. name The Magic House as additional named insured;

ii. be endorsed to provide that such policies will not be substantially modified or cancelled without the insurer giving The Magic House at least 30 days' advance written notice of the same; and

iii. be dated beginning upon acceptance of delivery for shipment to Licensee's Exhibition Site and end upon release of Traveling Exhibition for transportation to next site.

iv. the licensee shall be responsible for all injury or damage of any kind resulting from said operations, to persons or property regardless of who may be the owner of the property. In addition to the liability imposed upon the Lessee on account of personal injury (including death) or property damage suffered through the Lessee's negligence, which liability is not impaired or otherwise affected hereunder, the Lessee assumes the obligation to save the Owner harmless and to indemnify the Owner from every expense, liability or payment arising out of or through injury (including death) to any person or persons or damaged property (regardless of who is the owner of the property) of any place in which Exhibit is located, arising out of or suffered through any act or omission of the Lessee, or anyone directly or indirectly employed by or under the supervision of the Licensee.

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D. Licensee shall carry its own Workman's Compensation Policy.

10. Security Precautions.

A. Licensee agrees to provide adequate security for the Traveling Exhibition at Licensee's sole cost and expense which shall include at least the following:

i. A minimum of 4 gallery attendant(s) during unloading, unpacking, installation, dismantling, re-packing and loading of the Traveling Exhibition.

ii. A minimum of 1 gallery attendant to observe the Exhibition Site during all hours Licensee is open to the public.

iii. A fully certified and operative burglar alarm of high professional standards to be used during closed hours.

iv. Institutions must be equipped with a certified and operative fire and security system.

v. NO EATING, DRINKING, OR SMOKING shall be allowed within the exhibit. Licensee agrees to post signs in clear and conspicuous locations of the Traveling Exhibition stating this restriction.

B. Licensee agrees to provide a current list of names and phone numbers for persons responsible for the Traveling Exhibition, including the Licensee's Director, Chief Financial Officer, and Public Relations liaison.

11. Protection of Proprietary Rights.

A. Licensee acknowledges that The Magic House has valuable intellectual property rights, including but not limited to, patent, copyright, trademark, service mark, trade name, trade secret, and other proprietary rights (collectively, the "Proprietary Rights") in the Traveling Exhibition, Traveling Exhibition logos, and Traveling Exhibition Promotional Materials.

B. Licensee acknowledges and agrees that no title, ownership, or Proprietary Rights related to any portion of the Traveling Exhibition, Traveling Exhibition Logos, and Traveling Exhibition Promotional Materials is transferred to Licensee by virtue of this Agreement. The Magic House shall maintain all right, title, and interest in the Traveling Exhibition, Traveling Exhibition logos, and Traveling Exhibition Promotional Materials. Licensee is responsible for adhering strictly to all rules, terms of use, procedures, and quality control measures implemented by The Magic House to protect its Proprietary Rights including without limitation use, display, and demonstration of the Traveling Exhibition, Traveling Exhibition logos, Traveling Exhibition Promotional Materials, and any collateral materials, press releases, marketing materials, and signage associated with the Traveling Exhibition.

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C. Licensee shall place appropriate copyright, trademark, service mark or notices on any advertising, display or Licensee Promotional Materials as may be directed by The Magic House.

D. Further, Licensee shall not remove or in any way alter any copyright, trademark, or service mark notice appearing in or on any elements of the Traveling Exhibition, Traveling Exhibition logos, and Traveling Exhibition Promotional Materials. In the event The Magic House authorizes Licensee to reproduce any Traveling Exhibition Promotional Materials, any and all reproductions shall include the appropriate notice symbols set forth above.

E. Except as specifically permitted by this Agreement, Licensee shall not use or adopt any service mark, trade name or trademark of The Magic House or any confusingly similar mark, and Licensee agrees not to contest or attack the Proprietary Rights of The Magic House.

F. Licensee shall take such action as The Magic House may reasonably request (which shall be at Licensee's expense to the extent attributable to Licensee's acts or omissions) to protect the Proprietary Rights of The Magic House, including, without limitation, executing such documents as may be necessary to effect such purpose.

G. Licensee specifically agrees that all goodwill which arises from Licensee's use, display, and/or demonstration of the Traveling Exhibition, Traveling Exhibition logos, and/or Traveling Exhibition Promotional Materials shall inure to the benefit of The Magic House, as dictated by its ownership of the Proprietary Rights in such intellectual property.

12. Liability.

A. The Magic House shall have the exclusive right to defend or, at its option, settle any claims or proceedings brought against Licensee to the extent they are based on an assertion that any portion of the Traveling Exhibition or any Proprietary Rights infringes any copyright or trademark of any third party. In the event of any claim described above which The Magic House has the right to defend, Licensee shall (1) promptly notify The Magic House in writing of any such claim; (2) give The Magic House or its designee(s) full authority, information and assistance to defend such claim; and (3) give The Magic House or its designee(s) sole control of the defense of such claim and all negotiations for the compromise or settlement thereof. In the event that The Magic House fails to exercise its exclusive rights set forth in this Section, after a reasonable period of time, Licensee shall, upon written notice to The Magic House, have the right to defend or settle any such claims or proceedings.

B. The Magic House shall not have any further liability, whether in contract, tort or otherwise, arising out of or in connection with this agreement, the delivery or display of the traveling exhibition, or The Magic House's rendering of any advice or services, including, without limitation, any liability for incidental, consequential,

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punitive or tort damages or any damages resulting from loss of profits or loss of business, whether or not they have been advised of the possibility of such damages

C. The Magic House and Licensee each shall defend, indemnify, and hold harmless the other party and its respective officers, trustees, directors, agents, designees, assignees, grantors, and employees from and against all claims, alleged claims, actions, losses, costs, expenses, settlements, demands, and liabilities of every kind whether of the other party hereto or any third party in connection herewith, including reasonable attorney's fees and expenses, arising out of or incurred by reason of the inaccuracy, alleged breach, or actual breach by indemnifying party of any agreement or undertaking made by such party herein. The indemnifying party shall, at its sole cost and expense, dispose of any such claim or demand or defend against any such action. In the event that any such claim is made by a third party, the indemnified party, at its option, shall have the right, at its sole cost and expense, to participate in the defense of any such action and to be represented by counsel of its selection. Each party shall give the other party prompt notice of the assertion of any claim or the institution of any action that may expose either party to liability.

13. Termination.

A. If Licensee materially breaches any of the terms of this Agreement and fails to cure such breach within ten days of receipt of such notice of such breach, The Magic House may terminate this Agreement without further obligation. In the event of any such termination, Licensee shall: (1) immediately close the Traveling Exhibition to the public; (2) dismantle and repack the Traveling Exhibition and ship it to a subsequent alternate exhibition site or The Magic House as directed by The Magic House; and (3) reimburse The Magic House in full for all costs incurred by The Magic House in shipping the Traveling Exhibition and of modifying the tour schedule or seeking a replacement alternate exhibition site.

B. Licensee agrees that if The Magic House terminates this Agreement for any uncured breach by Licensee, then The Magic House shall have the right to retain the Exhibition License Fee, and shall have no obligation to return to the Exhibition License Fee, or any portion thereof, to Licensee. In addition, The Magic House shall be entitled to all costs, expenses and other amounts due The Magic House hereunder, plus any costs and expenses incurred by The Magic House in connection with Licensee's breach hereunder, including without limitation, The Magic House's reasonable attorney's fees and expenses.

C. Upon the expiration or other termination of this Agreement, Licensee shall immediately cease using all Proprietary Rights, all photographs and descriptions of the Traveling Exhibition and all publicity materials and shall have no further right in or to such items.

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D. In the event that this Agreement expires or is otherwise terminated, the provisions of sections 10, 11, 12 and 13 shall survive and Licensee shall fulfill all of its obligations thereunder.

E. In the event that a "Force Majeure" event occurs prior to the beginning of the License Period which prevents the fulfillment of the terms of this Agreement, neither The Magic House nor Licensee shall be held liable, and this Agreement shall be null and void, and Licensee shall be issued an immediate refund of all monies paid in respect to this Agreement. As used herein, "Force Majeure" shall mean any of the following conditions or contingencies which has occurred and is continuing: any act of God, fire, flood, lightning, earthquake, storm, hurricane, explosion, sabotage, invasions, wars, labor disputes, governmental acts, orders or regulations, which is beyond the control of the party claiming force majeure and prevents the performance of any obligation of either party hereunder, but shall not include financial difficulties of such party.

14. Warranties and Representations. Licensee and The Magic House each warrant and represent that (i) it has the authority to enter into this Agreement; and (ii) by entering into this Agreement, it is not violating any other agreement to which it is a party. Licensee further warrants and represents that it is a non-profit charitable corporation and that it will comply with all applicable laws, rules, orders, ordinances, rules, regulations and contractual requirements in fulfilling its obligations under this Agreement.

15. Disclaimers. THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE ONLY REPRESENTATIONS AND WARRANTIES OF THE MAGIC HOUSE. THE MAGIC HOUSE MAKES NO FURTHER AGREEMENTS, COVENANTS, REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ALL FURTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT AND ALL DOCUMENTS CONTEMPLATED HEREUNDER.

16. Waiver. The waiver, or repeated waiver, by either party hereto of compliance by the other party with any provision of this Agreement shall not be deemed a waiver of compliance with such provisions on a subsequent occasion, nor shall any such waiver imply the waiver of any other provision of this Agreement.

17. Notices. All notices hereunder (i) shall be in writing, (ii) shall be forwarded by one of the following methods: hand-delivery, first-class, certified or registered U.S. mail, Federal Express or other nationally recognized overnight courier service or by fax (followed up by a mailed copy), (iii) shall be effective on receipt and (iv) shall be addressed to the undersigned at the addresses set forth below unless otherwise directed.

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If to Vendor:

Magic House St. Louis Children's Museum
Attention: Elizabeth Fitzgerald
516 South Kirkwood Road
St. Louis, MO 63122
Phone: 314-822-8900
E-mail: beth@magichouse.org

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

18. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, excluding any Florida choice of law rules, which would have the effect of applying the substantive law of any other jurisdiction. The parties agree to submit solely and exclusively to the jurisdiction of the state and federal courts of the State of Florida to resolve any disputes arising hereunder.

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19. No Waiver of Sovereign Immunity. Nothing herein is intended to waive sovereign immunity by the City 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.

20. No Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successor and assigns; provided that this Agreement shall not be assignable or delegable by either party hereto in whole or in part without the express prior written consent of the other party.

21. Relationship of Parties. This Agreement shall not constitute either party an agent or legal representative of the other for any purpose whatsoever and creates no relationship of employment, principal and agent, partnership or joint ventures. Neither party shall have any authority to bind the other or to create any express or implied obligation for the other, and neither party shall hold itself out as having such authority.

22. Severability. This Agreement is intended to be severable. In the event any provision hereof is found by a tribunal of competent jurisdiction to be void, invalid or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall be enforced as if such void, invalid or unenforceable provision or portion thereof had never been contained herein. Furthermore, in the event such a tribunal finds that any provision hereof is overly broad in scope or duration, the tribunal shall have the authority to reform such provision by limiting its scope or duration to the minimum degree required so as to render it enforceable in the circumstances under which it is sought to be enforced.

23. Entire Agreement. This Agreement, including all Schedules and attachments thereto, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior negotiations, proposals, notices, representations, circulars, descriptions, understandings and agreements, oral or written, regarding such subject matter. This Agreement may be modified only by an instrument in writing duly executed by an authorized representative of both parties.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument, and each of which may be sent by facsimile, which facsimile shall be deemed an original.

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

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By: City of Ocala

Signed: DocuSigned by: Ken Whitehead 5877F71E38874F...
Printed Name: Ken Whitehead
Title: Assistant City Manager

Date: 8/15/2025

Address: 110 SE Watula Ave.
Ocala, FL 34471-2180

By: The Magic House, St. Louis Children's Museum

Signed: Elizabeth M Fitzgerald
Printed Name: Elizabeth M Fitzgerald
Title: President

Date: 8/4/25

Address: 516 S. Kirkwood Road
St. Louis, MO 63122

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...
William E. Sexton, Esq.
City Attorney

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Schedule A
To
Exhibition License Agreement

1.	Exhibition License Fee	TOTAL AMOUNT:	$45,000
	Non-refundable deposit	AMOUNT $7,500	DUE AT SIGNING
	Interim Payment	AMOUNT $15,000	DUE DATE: May 24, 2026
	Final Payment	AMOUNT $22,500	DUE DATE: November 24, 2026

2. Schedule of Dates:

Delivery Date:	Monday, May 24, 2027
Opening Date:	Saturday, May 29, 2027
Closing Date:	Monday, September 6, 2027
Pick Up Date:	Friday, September 10, 2027

Other costs (to be billed to Licensee by The Magic House as incurred):

1. Inbound shipping costs (1 truck)
2. Special equipment if necessary (i.e. Forklift, pallet jack, etc.)

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Schedule B
To
Exhibition License Agreement

Description of Service:

1. Exhibition Site: Discovery Center, 701 NE Sanchez Avenue, Ocala FL 34470

Contact: Curtis Hinnrichs – chinnrichs@ocalafl.gov

Licensee shall provide an Exhibition Site that meets the following requirements:

2. Shipping, Installation and Dismantling of Traveling Exhibition

   a. Subject to Licensee's reimbursement obligations, The Magic House agrees to arrange transportation of the Traveling Exhibition to and from the Exhibition Site. The carrier shall "park" the trailer for loading and unloading the Traveling Exhibition within 20 feet of loading dock or designated unloading location for the Exhibition Site.

   b. Licensee shall be responsible for unloading, unpacking, installation, de-installation, re-packing and reloading the Traveling Exhibition. Licensee will supply 3 full time crew members capable of lifting 50 or more pounds who shall work during the installation and de-installation processes. The projected time necessary for unloading, unpacking, and installation of the Traveling Exhibition is 4 full working days; the projected time for de-installation, re-packing and reloading is 4 full working days.

   c. The Magic House shall provide written instructions for installation and de-installation of the Traveling Exhibition.

   d. Licensee shall be responsible for the proper storage of Traveling Exhibition and crates.

   e. Prior to the Opening Date, Licensee shall complete a Condition Report on each object to the Traveling Exhibition and send that report to The Magic House within 5 working days of the Opening Date; Licensee shall review and verify the same at the conclusion of the Traveling Exhibition on the on-going Condition Report Book(s) provided by The Magic House. And send copies of said condition reports to The Magic House within 5 working days of the Closing Date.

   f. The Magic House will provide Licensee with information regarding transfer of the Traveling Exhibition to the next location.

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g. Licensee shall be responsible for costs incurred to store the Traveling Exhibition if Licensee is unable to accept it at time agreed upon in this agreement or if Licensee needs to relinquish the Traveling Exhibition prior to time agreed upon.

h. The Exhibition can be unloaded from the truck(s) through a loading dock that is dock-height. If the loading area is not dock-height, at the Licensee's expense, a forklift will be required to load and unload the Exhibition. The truck(s) will not be equipped with a lift gate but may be requested, at the Licensee's expense. A pallet jack is recommended for ease of unload and load of the Exhibition. The Magic House will provide (2) 4'x8' rolling carts to use for unloading uncrated Exhibition pieces with a forklift if necessary.

i. Licensee shall bear the costs of any special handling needs, including, but not limited to: fork lift rental, additional ramps, downsizing the load into smaller trucks, or other special requests, and any costs resulting from the Licensee not being able to accept, unload, or load the Exhibition at the agreed upon time.

3. Routine maintenance

Routine maintenance of the Traveling Exhibition is the responsibility of Licensee. Routine maintenance of the Traveling Exhibition includes:

- daily checks of all exhibits
- daily start-up of the Traveling Exhibition
- regular cleaning per instructions provided in the Installation Manual
- occasional replacement activity materials as listed in Assembly Manual
- occasional touch-up painting on damaged items
- occasional arranging for local repairs of broken items (cost of repair due to age will be paid by The Magic House; vandalism or damage due to inappropriate handling by Licensee or its visitors will be the responsibility of the Licensee)
- other minor repairs and maintenance as needed

4. Major maintenance and repairs – The Magic House will coordinate all major maintenance and repairs to the Traveling Exhibition. These repairs may be performed by The Magic House staff, a local agent, and/or arranged, by mutual consent, to be handled by Licensee. Such maintenance and repairs shall be at The Magic House's cost and expense unless necessitated by Licensee's or its visitors' acts or omissions in which event they shall be at Licensee's cost and expense, which such amounts shall be due and payable within seven days after billing by The Magic House.

5. Additional charges – If The Magic House shall provide services over and above those covered under this schedule, whether at the request of Licensee or due to Licensee's breach of any provision of this Agreement, The Magic House shall charge and Licensee shall pay (1) The Magic House staff services at the rate of $250 per day per staff member required plus per diem and travel expenses; and (2) the invoice amount for other costs and/or services. Such amounts shall be due and payable within seven days after billing by The Magic House.

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6. Damage – Licensee shall report any and all damages or losses to the Traveling Exhibition while in Licensee's custody immediately by telephone to The Magic House, Project Manager. Within twenty-four (24) hours of discovery of damage or loss, Licensee shall send a full written statement to The Magic House detailing the extent, time, place, and circumstances of the damage or loss. All damaged materials shall be left as discovered unless Licensee is instructed by The Magic House's Project Manager to proceed otherwise or unless emergency measures are necessary to prevent further damage. The Magic House shall provide Licensee with handling and other instructions for damaged materials within 3 days following telephone notification from Licensee of such damage.

7. Consumables – The Magic House will provide a designated amount of replacement supplies, back-up supplies, loose component pieces, books and consumable items (ie: paper goods). It is the Licensee's responsibility to inventory all supplies upon delivery to Licensee and when the Exhibition is packed for shipment. Specific consumable items will be refreshed by The Magic House in accordance with the Exhibit Installation Guide. The Licensee is responsible for reading and complying with the Exhibit Installation Guide regarding cleaning and return of excess and damaged items to The Magic House. The Licensee may be charged for any excess damage to custom items that may result from improper packing. If additional consumable items are required by Licensee over and above those provided by The Magic House, Licensee must contact The Magic House immediately. Additional consumable items will be at the Licensee's expense.

Certificate Of Completion

Envelope Id: 5C2F0775-A170-4167-9876-F1B073C2E967
Status: Completed
Subject: FOR SIGNATURE - Namaste India Exhibition License Agreement (REC/250821)
Source Envelope:
Document Pages: 16
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
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Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/12/2025 9:04:36 AM Viewed: 8/13/2025 2:36:40 PM Signed: 8/13/2025 2:47:06 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/13/2025 2:47:07 PM Viewed: 8/14/2025 3:29:51 PM Signed: 8/15/2025 8:38:41 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

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	8/12/2025 9:04:36 AM
Certified Delivered	Security Checked	8/14/2025 3:29:51 PM
Signing Complete	Security Checked	8/15/2025 8:38:41 AM
Completed	Security Checked	8/15/2025 8:38:41 AM

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.

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

THIS SECOND AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF FINANCIAL ADVISORY SERVICES ("Second Amendment") 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 from April 1, 2024, through September 30, 2024; and

WHEREAS, on October 9, 2024, City and Consultant entered into a First Amendment to Agreement for the Provision of Financial Advisory Services (the "First Amendment"), to extend the Original Agreement for the first of three (3) one-year renewal periods available under the Original Agreement; and

WHEREAS, City and Consultant now desire to renew the Original Agreement for the second one-year renewal period available under the Original Agreement.

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

1. **RECITALS**. City and Advisor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement, as amended, between City and Advisor 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 Second Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one (1) year term beginning **OCTOBER 1, 2025,** and terminating **SEPTEMBER 30, 2026**, pursuant to the renewal of the Piggyback Agreement described in **Exhibit D – St. Petersburg Renewal.** Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for up to one (1) additional one-year (1-year) periods upon written agreement between the parties as indicated in the Original Agreement.
4. **COMPENSATION.** Consultant shall be paid 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 as full and complete compensation for the timely and satisfactory provision of financial advisory services.
5. **NOTICES.** All notices, certifications or communications required by this Second 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:

Docusign Envelope ID: E1712B4D-127F-448E-B3C7-92A0A824B320

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 Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7. **ELECTRONIC SIGNATURE(S).** 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 Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.

8. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment.

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

Docusign Envelope ID: E1712B4D-127F-448E-B3C7-92A0A824B320

IN WITNESS WHEREOF, the parties have executed this Second Amendment on 8/14/2025.

ATTEST:

Signed by: Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by: Janice Mitchell
55198B43858A4E1...

Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

Signed by: William E. Sexton, Esq.
4A55A88A8ED04F3...

William E. Sexton, Esq.
City Attorney

PFM FINANCIAL ADVISORS, LLC

Signed by: James Glover
C488C8B0F40B4B1...

By: James Glover
(Printed Name)

Title: Managing Director
(Title of Authorized Signatory)

Docusign Envelope ID: E1712B4D-127F-448E-B3C7-92A0A824B320

CSP BPA FORM

City of St. Petersburg

BLANKET PURCHASE AGREEMENT

PURCHASE ORDER NO	REVISION	DATE
255152	**3**	**24-JUL-2025**

This Purchase Order No must appear on all invoices, packing lists and correspondence related to this order.

SHIP TO:

FINANCE DEPARTMENT
CITY OF ST PETERSBURG
ONE 4TH ST N 5TH FLOOR
Saint Petersburg, FL 33701
United States

VENDOR: **VENDOR NO:** 131452

PFM Financial Advisors LLC
300 S Orange Ave Ste 1170
Orlando , FL 32801

BILL TO:

FINANCE DEPARTMENT ACCOUNTS PAYABLE
CITY OF ST PETERSBURG
PO BOX 1257
Saint Petersburg, FL 33731
United States

Description: Financial Advisory Consulting Services
Effective: 01-OCT-2022
End Date: 30-SEP-2026
Buyer/Phone: Kendal Dyksterhouse / 727-893-7225
Email: Kendal.Dyksterhouse@stpete.org
Vendor/Phone: / ()
Ship Via: Best Way
Freight Terms: Prepaid
Terms: NET 30
FOB: FOB Destination
Agreed Amount: $255,000.00

Supplier Notes: Change Notice No. 3: To renew the Term of Agreement through September 30, 2026. This BPA 255152 covers Financial Advisory Consulting Services effective October 1, 2022, to September 30, 2026, with one, one-year renewal option.

LINE	DESCRIPTION	UOM	UNIT PRICE
1	Transactional fees based on percentage of debt issued (Per Appendix B Fee Schedule)	DOLLAR	1.00
2	Other expenses per Appendix B - Fee Schedule	DOLLAR	1.00

Blanket Purchase Agreement Do Not Ship

State Sales Tax Exemption Number 85-8012740154C-1
Federal Employer ID Number 59-6000424

Procurement Director

To report fraudulent or unethical behavior, contact EthicsPoint, Inc. at 1-888-236-7053 or www.ethicspoint.com. For grievance related to a specific solicitation, please adhere to the dispute and complaint instructions in the solicitation document.

Docusign Envelope ID: E1712B4D-127F-448E-B3C7-92A0A824B320

City of St. Petersburg Blanket Purchase Agreement 255152

Acceptance and Acknowledgement:

Please log in to the iSupplier Portal and acknowledge acceptance of the terms and conditions of this agreement and all change notices.

Once logged in, follow the steps outlined below to acknowledge this purchase order:
1. Click on 'Orders' tab
2. Select 'Purchase Orders to Acknowledge' from the View Menu
3. Select the specific purchase order
4. Click the 'Acknowledge' button
5. Select 'Accept Entire Order'
6. On next screen, click 'Submit'

If login information is unknown or difficulties are experienced please contact Registration@stpete.org for assistance.

Blanket Purchase Agreement Do Not Ship

Certificate Of Completion

Envelope Id: E1712B4D-127F-448E-B3C7-92A0A824B320
Status: Completed
Subject: Second Amendment to Cooperative Agreement for Provision of Financial Advisory Services (FIN/240275)
Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
8/13/2025 1:39:33 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
James Glover gloverj@pfm.com Managing Director Security Level: Email, Account Authentication (None)	Signed by: James Glover C488C6B0F40B4B1... Signature Adoption: Pre-selected Style Using IP Address: 155.190.18.4	Sent: 8/13/2025 1:44:45 PM Viewed: 8/13/2025 1:54:10 PM Signed: 8/13/2025 1:55:52 PM
Electronic Record and Signature Disclosure: Accepted: 8/13/2025 1:54:10 PM ID: 264602e7-4275-49d1-8b44-9bb052c378eb		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/13/2025 1:55:53 PM Viewed: 8/13/2025 2:28:28 PM Signed: 8/13/2025 2:28:37 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@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: 8/13/2025 2:28:38 PM Viewed: 8/14/2025 7:44:18 AM Signed: 8/14/2025 7:44:35 AM
Electronic Record and Signature Disclosure: Accepted: 8/14/2025 7:44:18 AM ID: c8ad14af-2d82-454d-8606-84b4567d45dc		
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: 8/14/2025 7:44:36 AM Viewed: 8/14/2025 9:01:29 AM Signed: 8/14/2025 9:01:43 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 8/14/2025 9:01:29 AM ID: 664671d6-9f08-4862-ada9-9f4deec8378c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/13/2025 1:44:45 PM
Certified Delivered	Security Checked	8/14/2025 9:01:29 AM
Signing Complete	Security Checked	8/14/2025 9:01:43 AM
Completed	Security Checked	8/14/2025 9:01:43 AM

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.

File #: 2025-2005 Agenda Item #: 17b.

Submitted By: Noel Cooper

Department: Engineering

FORMAL TITLE:
Flood Insurance Assessment Report

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place
PROOF OF PUBLICATION:
N/A

BACKGROUND:
Attached is the Flood Insurance Assessment Report dated September 2, 2025, from the City Engineer.

To determine the level of flood insurance coverage in the City of Ocala (City), the most recent Insurance Zone and Occupancy flood policy data, provided by FEMA, were analyzed by the Engineering Department. Based on this analysis, it was determined that less than 10 percent of the buildings located in the FEMA-mapped Special Flood Hazard Areas (SFHAs) are covered by flood insurance.

As a Community Rating System (CRS) Class 3 community, the City's residents are eligible to save up to 35 percent on their flood insurance. City staff will conduct additional community outreach during the pre- and post-hurricane seasons to raise awareness about the potential risk of local flooding and the measures residents can take to prepare for it. These outreach methods will include:

1) Increase direct mailings of letters and brochures to residents in SFHA areas.
2) Face-to-face engagement with residents through community and neighborhood events.
3) Digital media postings.
4) Presentations to groups like the Realtors Association, HOAs, etc.
5) Including related informational material in municipal services statements.
6) Ads in print - Ocala Magazine and Family Times Magazine, radio ads - Classic Hits Radio.

OCALA
City Engineer's Office

CITY OF OCALA
GOD BE WITH US
MARION COUNTY, FLORIDA

September 2, 2025

City Council

RE: Flood Insurance Assessment

Dear Madam President, Honorable Mayor and Members of the Council:

To determine the level of flood insurance coverage in the City of Ocala, the Engineering Department analyzed the most recent Insurance Zone and Insurance Occupancy flood insurance policy data, provided by FEMA.

Flood insurance coverage of properties as of 12/09/2024 by occupancy can be found in Table 1 and by flood zone in Table 2.

Table 1 – Policies by Occupancy

Property	Policies in Force	Premium	Insurance in Force	Average Coverage
Single Family	255	$111,962	$62,054,000	$243,349
2-4 Family	8	$3,795	$1,466,000	$183,250
All Other Residential	28	$9,034	$7,527,000	$268,821
Non-Residential	44	$50,327	$25,542,000	$580,500
Total	**335**	**$175,118**	**$96,589,000**	**$288,325**

Property	Policies in Force	Premium	Insurance in Force	Average Coverage
Condo	28	$4,314	$5,196,000	$185,571
Non-Condo	307	$170,804	$91,393,000	$297,697
Total	**335**	**$175,118**	**$96,589,000**	**$288,325**

ENGINEERING & WATER RESOURCES – 1805 NE 30TH AVENUE, BUILDING 600 – OCALA, FLORIDA 34470-4882
352-351-6772 – www.ocalafl.org

OCALA
City Engineer's Office

CITY OF OCALA
GOD BE WITH US
MARION COUNTY, FLORIDA

Table 2 - Insurance Zone – Pre FIRM

Flood Zone	Policies in Force	Premium	Insurance in Force	Average Coverage
A01-30 & AE Zones	75	$25,132	$14,784,000	$197,120
A Zones	14	$8,019	$3,214,000	$229,571
AO Zones	0	0	0	0
B, C & X Zones	48	$22,330	$14,589,000	$303,937
- Standard	48	$22,330	$14,589,000	$303,937
- Preferred	0	$0	$0	$0
Total	**137**	**$55,481**	**$32,587,000**	**$237,861**

Table 2 - Insurance Zone – Post FIRM

Flood Zone	Policies in Force	Premium	Insurance in Force	Average Coverage
A01-30 & AE Zones	41	$24,286	$12,730,000	$310,488
A Zones	14	$7,869	$4,438,000	$317,000
AO Zones	0	0	0	0
B, C & X Zones	143	$87,482	$46,834,000	$327,510
- Standard	143	$87,482	$46,834,000	$327,510
- Preferred	0	$0	$0	$0
Total	**198**	**$119,637**	**$64,002,000**	**$323,242**

City staff began this process with the intent of learning where flood insurance policies were concentrated and what would need to be done to try and increase the awareness of the importance of protecting property with flood insurance. We began the process by asking our ISO/CRS Specialist to provide the Insurance Zone and Insurance Occupancy sheets needed to calculate the numbers generated in Table 1 and 2. City staff then proceeded to analyze the information provided on these sheets.

Staff discovered that our most vulnerable properties, the properties in the SFHAs or areas within our A zones, do not have adequate flood insurance coverage. The number of buildings within the FEMA mapped Special Flood Hazard Area (SFHA) is 2,053. Based on the information contained in Tables 1 and 2, less than 10% of the buildings located in the SFHA are covered by flood insurance. However, there are many properties not within the SFHA that do have flood insurance policies.

ENGINEERING & WATER RESOURCES – 1805 NE 30TH AVENUE, BUILDING 600 – OCALA, FLORIDA 34470-4882
352-351-6772 – www.ocalafl.org

OCALA
City Engineer's Office

CITY OF OCALA
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MARION COUNTY, FLORIDA

Staff also looked at paid claims to policy holders. With 3 Repetitive Loss properties and around 47 paid claims, staff determined that properties within our Repetitive Loss areas and historic flooded areas, along with properties within the SFHA should receive additional outreach from the City.

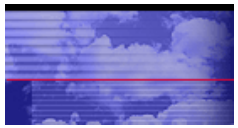
As a Community Rating System (CRS) Class 3 community, the City's residents are eligible to save up to 35% on their flood insurance. City staff will pursue additional community outreach during pre- and post-hurricane season to raise awareness about the potential risk of local flooding and the measures residents can take to prepare for flooding. These outreach methods will include:

1) Increase direct mailings of letters and brochures to residents in SFHA areas.
2) Face to face engagement with residents through community and neighborhood events.
3) Digital media postings.
4) Presentations to groups like the Realtors Association, HOAs etc.
5) Including related informational material in Municipal Statements.
6) Ads in Print – Ocala Magazine and Family Times Magazine, Radio Ads - Classic Hits Radio.

Very Respectfully,

Sean Lanier, P.E., CFM
City Engineer/Director
Engineering & Water Resources Department

ENGINEERING & WATER RESOURCES – 1805 NE 30TH AVENUE, BUILDING 600 – OCALA, FLORIDA 34470-4882
352-351-6772 – www.ocalafl.org



Community Information System

Community Overview

Community:	OCALA, CITY OF	**State:**	FLORIDA
County:	MARION COUNTY	**CID:**	120330

Program:	Regular	**Emergency Entry:**	09/19/1974	**Regular Entry:**	09/22/1978
Status:	PARTICIPATING			**Status Effective:**	09/22/1978
Current Map:	04/19/2017	**Study Underway:**	NO	**Level of Regs:**	D
FIRM Status:	REVISED			**Initial FIRM:**	09/22/1978
FHBM Status:	SUPERCEDED BY FIRM			**Initial FHBM:**	02/14/1975

Probation Status:			
Probation Effective:		**Probation Ended:**	
Suspension Effective:		**Reinstated Effective:**	
Withdrawal Effective:		**Reinstated Effective:**	

CRS Class / Discount:	03 / 35%		
Effective Date:	10/01/2015		
CAV Date:	04/25/2023	**Workshop Date:**	03/06/2023
CAC Date:	10/04/2017	**GTA Date:**	12/11/2024
		Community Website:	https://www.ocalafl.org/home

☐ **Tribal Community**

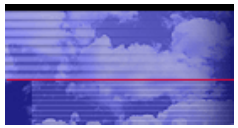
☐ **Community Violations Tracker**

☐ **ICC Claims**

☐ **HMGP Projects**

☐ **FMA Projects**

Policies in Force:	335
Insurance in Force:	$96,589,000.00
No. of Paid Losses:	47
Total Losses Paid:	$1,034,332.78
Sub. Damage Claims Since 1978:	3
Data Sharing Agreement Type:	
Data Sharing Agreement Date:	



Community Information System

Insurance Occupancy

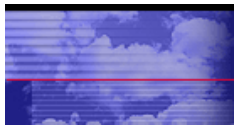
As of 07/02/2025

Community:	OCALA, CITY OF	**State:**	FLORIDA
County:	MARION COUNTY	**CID:**	120330

Overview | Occupancy | **Zone** | **Pre/Post FIRM**

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	$ of Closed Paid Losses	Adjustment Expense
Single Family	255	$111,962	$62,054,000	35	$629,453.48	$50,349.10
2-4 Family	8	$3,795	$1,466,000	0	$0.00	$0.00
All Other Residential	28	$9,034	$7,527,000	1	$0.00	$275.00
Non Residential	44	$50,327	$25,542,000	11	$404,879.30	$22,791.17
Total	335	$175,118	$96,589,000	47	$1,034,332.78	$73,415.27

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	$ of Closed Paid Losses	Adjustment Expense
Condo	28	$4,314	$5,196,000	1	$0.00	$275.00
Non Condo	307	$170,804	$91,393,000	46	$1,034,332.78	$73,140.27
Total	335	$175,118	$96,589,000	47	$1,034,332.78	$73,415.27



Community Information System

Insurance Overview

As of 07/02/2025

Community:	OCALA, CITY OF	**State:**	FLORIDA
County:	MARION COUNTY	**CID:**	120330

Total by Community

Total Number of Policies:	335
Total Premiums:	$175,118
Insurance in Force:	$96,589,000
Total Number of Closed Paid Losses:	47
$ of Closed Paid Losses:	$1,034,333

Group Flood Insurance

Total Number of Policies:	0
Total Premiums:	$0
Insurance in Force:	$0
Total Number of Closed Paid Losses:	0
$ of Closed Paid Losses:	$0

Post Firm Minus Rated Policies

Total Number of Minus Rated Policies:	1
A Zone Minus Rated Policies:	1
V Zone Minus Rated Policies:	0

Manufactured Homes

Total Number of Policies:	0
Total Number of Closed Paid Losses:	2
$ of Closed Paid Losses:	$12,287

ICC

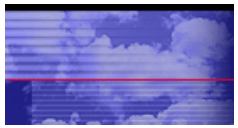
Total Number of ICC Closed Paid Losses:	0
$ of ICC CLosed Paid Losses:	$0

1316

Number of Properties by Community:	0

Substantial Damage Losses

Number of Substantial Damage Closed Paid Losses:	3



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Maps
SOS
Insurance
Violation Tracker
CAP-SSSE
CAV Selection

CIS Reports
Links
Request/Feedback

FAMS

Log Out

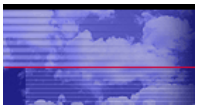
Insurance Zone

As of 07/02/2025

Community:	OCALA, CITY OF	**State:**	FLORIDA
County:	MARION COUNTY	**CID:**	120330

Overview | **Occupancy** | Zone | **Pre/Post FIRM**

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	116	$49,418	$27,514,000	12	$325,667.32	$32,833.59
A Zones	28	$15,888	$7,652,000	14	$200,892.46	$10,600.51
AO Zones	0	$0	$0	0	$0.00	$0.00
AH Zones	0	$0	$0	0	$0.00	$0.00
AR Zones	0	$0	$0	0	$0.00	$0.00
A99 Zones	0	$0	$0	0	$0.00	$0.00
V01-30 & VE Zones	0	$0	$0	0	$0.00	$0.00
V Zones	0	$0	$0	0	$0.00	$0.00
D Zones	0	$0	$0	0	$0.00	$0.00
B, C & X Zone						
Standard	191	$109,812	$61,423,000	13	$448,171.53	$25,241.17
Preferred	0	$0	$0	7	$57,676.57	$4,540.00
Total	335	$175,118	$96,589,000	46	$1,032,407.88	$73,215.27



Insurance Pre/Post FIRM

As of 07/02/2025

Community:	OCALA, CITY OF	**State:**	FLORIDA
County:	MARION COUNTY	**CID:**	120330

Pre-FIRM

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	75	$25,132	$14,784,000	12	$325,667.32	$32,833.59
A Zones	14	$8,019	$3,214,000	13	$189,816.09	$10,000.51
AO Zones	0	$0	$0	0	$0.00	$0.00
AH Zones	0	$0	$0	0	$0.00	$0.00
AR Zones	0	$0	$0	0	$0.00	$0.00
A99 Zones	0	$0	$0	0	$0.00	$0.00
V01-30 & VE Zones	0	$0	$0	0	$0.00	$0.00
V Zones	0	$0	$0	0	$0.00	$0.00
D Zones	0	$0	$0	0	$0.00	$0.00
B, C & X Zone	48	$22,330	$14,589,000	12	$154,148.24	$6,385.00
Standard	48	$22,330	$14,589,000	9	$105,445.62	$3,320.00
Preferred	0	$0	$0	3	$48,702.62	$3,065.00
Grand Total	137	$55,481	$32,587,000	37	$669,631.65	$49,219.10

Post-FIRM

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	41	$24,286	$12,730,000	0	$0.00	$0.00
A Zones	14	$7,869	$4,438,000	1	$11,076.37	$600.00
AO Zones	0	$0	$0	0	$0.00	$0.00
AH Zones	0	$0	$0	0	$0.00	$0.00
AR Zones	0	$0	$0	0	$0.00	$0.00
A99 Zones	0	$0	$0	0	$0.00	$0.00
V01-30 & VE Zones	0	$0	$0	0	$0.00	$0.00
V Zones	0	$0	$0	0	$0.00	$0.00
D Zones	0	$0	$0	0	$0.00	$0.00
B, C & X Zone	143	$87,482	$46,834,000	8	$351,699.86	$23,396.17
Standard	143	$87,482	$46,834,000	4	$342,725.91	$21,921.17
Preferred	0	$0	$0	4	$8,973.95	$1,475.00
Grand Total	198	$119,637	$64,002,000	9	$362,776.23	$23,996.17

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

THIS SECOND AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF FINANCIAL ADVISORY SERVICES ("Second Amendment") 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 from April 1, 2024, through September 30, 2024; and

WHEREAS, on October 9, 2024, City and Consultant entered into a First Amendment to Agreement for the Provision of Financial Advisory Services (the "First Amendment"), to extend the Original Agreement for the first of three (3) one-year renewal periods available under the Original Agreement; and

WHEREAS, City and Consultant now desire to renew the Original Agreement for the second one-year renewal period available under the Original Agreement.

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

1. **RECITALS**. City and Advisor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement, as amended, between City and Advisor 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 Second Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one (1) year term beginning **OCTOBER 1, 2025,** and terminating **SEPTEMBER 30, 2026**, pursuant to the renewal of the Piggyback Agreement described in **Exhibit D – St. Petersburg Renewal.** Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for up to one (1) additional one-year (1-year) periods upon written agreement between the parties as indicated in the Original Agreement.
4. **COMPENSATION.** Consultant shall be paid 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 as full and complete compensation for the timely and satisfactory provision of financial advisory services.
5. **NOTICES.** All notices, certifications or communications required by this Second 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:

Docusign Envelope ID: E1712B4D-127F-448E-B3C7-92A0A824B320

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 Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7. **ELECTRONIC SIGNATURE(S).** 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 Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.

8. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment.

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

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IN WITNESS WHEREOF, the parties have executed this Second Amendment on 8/14/2025.

ATTEST:

Signed by: Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by: Janice Mitchell
55198B43858A4E1...

Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

Signed by: William E. Sexton, Esq.
4A55A88A8ED04F3...

William E. Sexton, Esq.
City Attorney

PFM FINANCIAL ADVISORS, LLC

Signed by: James Glover
C488C8B0F40B4B1...

By: James Glover
(Printed Name)

Title: Managing Director
(Title of Authorized Signatory)

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CSP BPA FORM

City of St. Petersburg

BLANKET PURCHASE AGREEMENT

PURCHASE ORDER NO	REVISION	DATE
255152	**3**	**24-JUL-2025**

This Purchase Order No must appear on all invoices, packing lists and correspondence related to this order.

SHIP TO:

FINANCE DEPARTMENT
CITY OF ST PETERSBURG
ONE 4TH ST N 5TH FLOOR
Saint Petersburg, FL 33701
United States

VENDOR: **VENDOR NO:** 131452

PFM Financial Advisors LLC
300 S Orange Ave Ste 1170
Orlando , FL 32801

BILL TO:

FINANCE DEPARTMENT ACCOUNTS PAYABLE
CITY OF ST PETERSBURG
PO BOX 1257
Saint Petersburg, FL 33731
United States

Description: Financial Advisory Consulting Services
Effective: 01-OCT-2022
End Date: 30-SEP-2026
Buyer/Phone: Kendal Dyksterhouse / 727-893-7225
Email: Kendal.Dyksterhouse@stpete.org
Vendor/Phone: / ()
Ship Via: Best Way
Freight Terms: Prepaid
Terms: NET 30
FOB: FOB Destination
Agreed Amount: $255,000.00

Supplier Notes: Change Notice No. 3: To renew the Term of Agreement through September 30, 2026. This BPA 255152 covers Financial Advisory Consulting Services effective October 1, 2022, to September 30, 2026, with one, one-year renewal option.

LINE	DESCRIPTION	UOM	UNIT PRICE
1	Transactional fees based on percentage of debt issued (Per Appendix B Fee Schedule)	DOLLAR	1.00
2	Other expenses per Appendix B - Fee Schedule	DOLLAR	1.00

Blanket Purchase Agreement Do Not Ship

State Sales Tax Exemption Number 85-8012740154C-1
Federal Employer ID Number 59-6000424

Procurement Director

To report fraudulent or unethical behavior, contact EthicsPoint, Inc. at 1-888-236-7053 or www.ethicspoint.com. For grievance related to a specific solicitation, please adhere to the dispute and complaint instructions in the solicitation document.

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City of St. Petersburg Blanket Purchase Agreement 255152

Acceptance and Acknowledgement:

Please log in to the iSupplier Portal and acknowledge acceptance of the terms and conditions of this agreement and all change notices.

Once logged in, follow the steps outlined below to acknowledge this purchase order:
1. Click on 'Orders' tab
2. Select 'Purchase Orders to Acknowledge' from the View Menu
3. Select the specific purchase order
4. Click the 'Acknowledge' button
5. Select 'Accept Entire Order'
6. On next screen, click 'Submit'

If login information is unknown or difficulties are experienced please contact Registration@stpete.org for assistance.

Blanket Purchase Agreement Do Not Ship

Certificate Of Completion

Envelope Id: E1712B4D-127F-448E-B3C7-92A0A824B320
Status: Completed
Subject: Second Amendment to Cooperative Agreement for Provision of Financial Advisory Services (FIN/240275)
Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
8/13/2025 1:39:33 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
James Glover gloverj@pfm.com Managing Director Security Level: Email, Account Authentication (None)	Signed by: James Glover C488C6B0F40B4B1... Signature Adoption: Pre-selected Style Using IP Address: 155.190.18.4	Sent: 8/13/2025 1:44:45 PM Viewed: 8/13/2025 1:54:10 PM Signed: 8/13/2025 1:55:52 PM
Electronic Record and Signature Disclosure: Accepted: 8/13/2025 1:54:10 PM ID: 264602e7-4275-49d1-8b44-9bb052c378eb		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/13/2025 1:55:53 PM Viewed: 8/13/2025 2:28:28 PM Signed: 8/13/2025 2:28:37 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@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: 8/13/2025 2:28:38 PM Viewed: 8/14/2025 7:44:18 AM Signed: 8/14/2025 7:44:35 AM
Electronic Record and Signature Disclosure: Accepted: 8/14/2025 7:44:18 AM ID: c8ad14af-2d82-454d-8606-84b4567d45dc		
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: 8/14/2025 7:44:36 AM Viewed: 8/14/2025 9:01:29 AM Signed: 8/14/2025 9:01:43 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 8/14/2025 9:01:29 AM ID: 664671d6-9f08-4862-ada9-9f4deec8378c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/13/2025 1:44:45 PM
Certified Delivered	Security Checked	8/14/2025 9:01:29 AM
Signing Complete	Security Checked	8/14/2025 9:01:43 AM
Completed	Security Checked	8/14/2025 9:01:43 AM

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.

Docusign Envelope ID: 5C2F0775-A170-4167-9876-F1B073C2E967

CONTRACT# REC/250821

Namaste India
Exhibition License Agreement

This Exhibition License Agreement (this "Agreement") is made this 16th day of July 2025, by and between The Magic House, St. Louis Children's Museum, a Missouri non-profit corporation (hereinafter "The Magic House") and the City of Ocala (hereinafter "Licensee").

WITNESSETH

WHEREAS, The Magic House has created the Traveling Exhibition (as defined below);

WHEREAS, Licensee wishes to share the Traveling Exhibition with its community; and

WHEREAS, The Magic House wishes to make the Traveling Exhibition available to Licensee upon the terms and conditions herein;

NOW, THEREFORE, The Magic House and Licensee agree as follows:

1. Definitions. As used in this Agreement, the following terms will have the following specified meanings:

   A. "Exhibition License Fee" means the license fee paid by Licensee to The Magic House as set out in detail in Schedule A.

   B. "Schedule of Dates and Payments" means the date and fee schedule set forth in Schedule A.

   C. "License Period" means the period beginning on the Delivery Date (defined in Schedule A) and ending on the Pick up Date (defined in Schedule A).

   D. "Exhibition Period" means the period beginning on the Opening Date (defined in Schedule A) and ending on the Closing Date (defined in Schedule A).

   E. "Exhibition Site" means Licensee's exhibition site for the Exhibition, as specified in Schedule B.

   F. "Services" means training, support, and other services described on the attached Schedule B, and any other services furnished by The Magic House under this Agreement.

   G. "Marketing Manual" means a packet containing images, logos, language usage, as well as sponsorship, copyright and trademark guidelines, the terms of which are incorporated herein by reference as if fully set forth herein.

   H. "Traveling Exhibition" means Namaste India that was created by The Magic House, St. Louis Children's Museum.

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2. License, Schedule of Dates. Subject to the terms and conditions of this Agreement, The Magic House hereby licenses the Traveling Exhibition to Licensee, and Licensee agrees to accept the Traveling Exhibition for the duration of the License Period and to display it at the Exhibition Site for the duration of the Exhibition Period. Licensee agrees that it will not (a) move or transfer the Traveling Exhibition out of the Exhibition Site or (b) lease, sublicense or otherwise assign or delegate any of Licensee's rights or duties hereunder or allow any third party to take custody of, or responsibility for, the Traveling Exhibition. Licensee shall not modify, enhance or supplement the Traveling Exhibition or any element or portion thereof, or the thematic or interpretive organization thereof, without the prior written consent of The Magic House, which consent may be withheld in its sole discretion.

3. Installation and De-installation. The obligations of The Magic House and Licensee with respect to installation and de-installation of the Traveling Exhibition are described on Schedule B attached hereto. As more particularly described in Schedule B, The Magic House's carrier shall deliver the Traveling Exhibition to the Exhibition Site on the Delivery Date and pick up the Traveling Exhibition from the Exhibition Site on the Pick up Date.

4. License Fee. Licensee shall pay The Magic House the Exhibition License Fee in the amount and according to the time table set forth in Schedule A. In addition to the Exhibition License Fee, Licensee will also pay for (or reimburse The Magic House for): (i) shipping charges for transportation of the exhibit, as determined by The Magic House; The Magic House will notify Licensee of these charges as soon as reasonably practicable after the information is available and payment will be due at the time of the final exhibit payment outlined in Schedule A. Other than the Exhibition License Fee which shall be paid in accordance with Schedule A, Licensee shall pay The Magic House all other amounts due for all other expenses and charges within 30 days of the date of issue of any bill sent to Licensee by The Magic House or an additional charge of 1.5% per month may be applied to any past due balance.

   As set forth below, certain portions of the License Fee shall be forfeited upon cancellation:

   A. Licensee shall forfeit twenty-five percent (25%) of the Exhibition Licensee Fee in the event Licensee cancels the Traveling Exhibition less than 180 days but no less than 120 days before the Opening Date.

   B. Licensee shall forfeit fifty percent (50%) of the Exhibition License Fee in the event Licensee cancels the Traveling Exhibition less than 120 days but no less than 60 days before the Opening Date.

   C. Licensee shall forfeit one hundred percent (100%) of the Exhibition Licensee Fee in the event that Licensee cancels the Traveling Exhibition less than 60 days before the Opening Date.

5. Partnerships/Sponsorships.

   A. Licensee may not secure local sponsorship or underwriting for the Traveling Exhibition without The Magic House's prior written approval, which approval shall not be unreasonably withheld.

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6. Publicity; Promotional Materials; Credit.

A. Licensees shall use commercially reasonable efforts to promote the Traveling Exhibition prior to and during the Exhibition Period, and, in doing so, shall comply with the provisions of this Agreement. The Magic House will provide Licensee with general promotional materials including examples of press and public service announcements, an exhibit fact sheet, and a computer disk containing Traveling Exhibition logos (the "Traveling Exhibition Promotional Materials"). Such promotional materials will be sent to Licensee at least 90 days before Opening Date. Promotional materials shall be selected and provided by The Magic House at its sole discretion. Promotional materials shall not be sold by Licensee. No changes may be made to camera ready promotional materials or Traveling Exhibition logos.

B. Any copying or other reproduction of the Traveling Exhibition, or any part thereof (including, without limitation, the promotional materials), is strictly prohibited unless specifically and solely for Licensee's reasonable publicity and promotional purposes in connection with the Traveling Exhibition and as approved by The Magic House in its sole discretion. If applicable, all permitted photographs and reproductions taken of the traveling Exhibition and its components must include a copyright notice as further described in Section 10.B. hereof.

C. The Magic House shall have the right to approve all advertising, publicity releases, display and promotional efforts and materials (including brochures, invitations, flyers, etc.) developed by Licensee or its agents, (the "Licensee Promotional Materials").Licensee shall submit to The Magic House all concepts, designs, layout and text, as well as samples of any proposed Licensee Promotional Materials, giving The Magic House at least ten working days to review and approve such Licensee Promotional Materials. The Magic House shall have the right, in its sole discretion, to approve or disapprove any plans or material submitted in connection with the Licensee Promotional Materials. If The Magic House does not notify Licensee, within ten days of Licensee's submission, that any such plan or material has been approved, such plan or material will be deemed disapproved and Licensee may not proceed to use it.

D. License agrees to use the official Traveling Exhibition logos as provided by The Magic House in all signage, news and publicity releases, advertisements, printed materials (brochures, invitations, flyers, etc.) and any other communications relating to the Traveling Exhibition.

E. The Licensee agrees to ensure that The Magic House is properly credited in all publicity and communications relating to the Exhibition. The following credit line must appear on all printed material relating to the Exhibition:

Namaste India was created by The Magic House, St. Louis Children's Museum.

7. **PUBLIC RECORDS.** The Magic House shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

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Specifically, The Magic House shall:

A. Keep and maintain public records required by the public agency to perform the service.

B. 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.

C. 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 The Magic House does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of The Magic House or keep and maintain public records required by the public agency to perform the service. If The Magic House transfers all public records to the public agency upon completion of the contract, The Magic House shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If The Magic House keeps and maintains public records upon completion of the contract, The Magic House 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.

8. Attendance. Licensee agrees to provide The Magic House attendance figures for the Exhibition Period within 30 days following the Closing Date.

Docusign Envelope ID: 5C2F0775-A170-4167-9876-F1B073C2E967

9. Insurance.

A. Licensee agrees to provide and keep in full force and effect, at its sole expense, insurance coverage from a recognized and qualified insurance company selected by Licensee and reasonably acceptable to The Magic House on the entire contents of the Traveling Exhibition from the time it is delivered to Licensee, while on display, and post exhibition time until it leaves the facility. As evidence of such insurance coverage, Licensee shall provide The Magic House with a fully paid, bona fide certificate of insurance at least 60 days prior to the Delivery Date. Licensee agrees that the contents of said insurance certificate shall remain confidential and shall not be made public.

B. Such insurance shall include the following coverage:

i. property insurance covering the Traveling Exhibition in an amount equal to the full replacement value of $500,000; and

ii. general liability insurance covering all claims arising out of accidents or injury (including death) to any person or damage to any property occurring as a result of or related to use or operation of the Traveling Exhibition, with combined single limits of not less than $2,000,000.

C. All policies for Licensee's insurance will:

i. name The Magic House as additional named insured;

ii. be endorsed to provide that such policies will not be substantially modified or cancelled without the insurer giving The Magic House at least 30 days' advance written notice of the same; and

iii. be dated beginning upon acceptance of delivery for shipment to Licensee's Exhibition Site and end upon release of Traveling Exhibition for transportation to next site.

iv. the licensee shall be responsible for all injury or damage of any kind resulting from said operations, to persons or property regardless of who may be the owner of the property. In addition to the liability imposed upon the Lessee on account of personal injury (including death) or property damage suffered through the Lessee's negligence, which liability is not impaired or otherwise affected hereunder, the Lessee assumes the obligation to save the Owner harmless and to indemnify the Owner from every expense, liability or payment arising out of or through injury (including death) to any person or persons or damaged property (regardless of who is the owner of the property) of any place in which Exhibit is located, arising out of or suffered through any act or omission of the Lessee, or anyone directly or indirectly employed by or under the supervision of the Licensee.

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D. Licensee shall carry its own Workman's Compensation Policy.

10. Security Precautions.

A. Licensee agrees to provide adequate security for the Traveling Exhibition at Licensee's sole cost and expense which shall include at least the following:

i. A minimum of 4 gallery attendant(s) during unloading, unpacking, installation, dismantling, re-packing and loading of the Traveling Exhibition.

ii. A minimum of 1 gallery attendant to observe the Exhibition Site during all hours Licensee is open to the public.

iii. A fully certified and operative burglar alarm of high professional standards to be used during closed hours.

iv. Institutions must be equipped with a certified and operative fire and security system.

v. NO EATING, DRINKING, OR SMOKING shall be allowed within the exhibit. Licensee agrees to post signs in clear and conspicuous locations of the Traveling Exhibition stating this restriction.

B. Licensee agrees to provide a current list of names and phone numbers for persons responsible for the Traveling Exhibition, including the Licensee's Director, Chief Financial Officer, and Public Relations liaison.

11. Protection of Proprietary Rights.

A. Licensee acknowledges that The Magic House has valuable intellectual property rights, including but not limited to, patent, copyright, trademark, service mark, trade name, trade secret, and other proprietary rights (collectively, the "Proprietary Rights") in the Traveling Exhibition, Traveling Exhibition logos, and Traveling Exhibition Promotional Materials.

B. Licensee acknowledges and agrees that no title, ownership, or Proprietary Rights related to any portion of the Traveling Exhibition, Traveling Exhibition Logos, and Traveling Exhibition Promotional Materials is transferred to Licensee by virtue of this Agreement. The Magic House shall maintain all right, title, and interest in the Traveling Exhibition, Traveling Exhibition logos, and Traveling Exhibition Promotional Materials. Licensee is responsible for adhering strictly to all rules, terms of use, procedures, and quality control measures implemented by The Magic House to protect its Proprietary Rights including without limitation use, display, and demonstration of the Traveling Exhibition, Traveling Exhibition logos, Traveling Exhibition Promotional Materials, and any collateral materials, press releases, marketing materials, and signage associated with the Traveling Exhibition.

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C. Licensee shall place appropriate copyright, trademark, service mark or notices on any advertising, display or Licensee Promotional Materials as may be directed by The Magic House.

D. Further, Licensee shall not remove or in any way alter any copyright, trademark, or service mark notice appearing in or on any elements of the Traveling Exhibition, Traveling Exhibition logos, and Traveling Exhibition Promotional Materials. In the event The Magic House authorizes Licensee to reproduce any Traveling Exhibition Promotional Materials, any and all reproductions shall include the appropriate notice symbols set forth above.

E. Except as specifically permitted by this Agreement, Licensee shall not use or adopt any service mark, trade name or trademark of The Magic House or any confusingly similar mark, and Licensee agrees not to contest or attack the Proprietary Rights of The Magic House.

F. Licensee shall take such action as The Magic House may reasonably request (which shall be at Licensee's expense to the extent attributable to Licensee's acts or omissions) to protect the Proprietary Rights of The Magic House, including, without limitation, executing such documents as may be necessary to effect such purpose.

G. Licensee specifically agrees that all goodwill which arises from Licensee's use, display, and/or demonstration of the Traveling Exhibition, Traveling Exhibition logos, and/or Traveling Exhibition Promotional Materials shall inure to the benefit of The Magic House, as dictated by its ownership of the Proprietary Rights in such intellectual property.

12. Liability.

A. The Magic House shall have the exclusive right to defend or, at its option, settle any claims or proceedings brought against Licensee to the extent they are based on an assertion that any portion of the Traveling Exhibition or any Proprietary Rights infringes any copyright or trademark of any third party. In the event of any claim described above which The Magic House has the right to defend, Licensee shall (1) promptly notify The Magic House in writing of any such claim; (2) give The Magic House or its designee(s) full authority, information and assistance to defend such claim; and (3) give The Magic House or its designee(s) sole control of the defense of such claim and all negotiations for the compromise or settlement thereof. In the event that The Magic House fails to exercise its exclusive rights set forth in this Section, after a reasonable period of time, Licensee shall, upon written notice to The Magic House, have the right to defend or settle any such claims or proceedings.

B. The Magic House shall not have any further liability, whether in contract, tort or otherwise, arising out of or in connection with this agreement, the delivery or display of the traveling exhibition, or The Magic House's rendering of any advice or services, including, without limitation, any liability for incidental, consequential,

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punitive or tort damages or any damages resulting from loss of profits or loss of business, whether or not they have been advised of the possibility of such damages

C. The Magic House and Licensee each shall defend, indemnify, and hold harmless the other party and its respective officers, trustees, directors, agents, designees, assignees, grantors, and employees from and against all claims, alleged claims, actions, losses, costs, expenses, settlements, demands, and liabilities of every kind whether of the other party hereto or any third party in connection herewith, including reasonable attorney's fees and expenses, arising out of or incurred by reason of the inaccuracy, alleged breach, or actual breach by indemnifying party of any agreement or undertaking made by such party herein. The indemnifying party shall, at its sole cost and expense, dispose of any such claim or demand or defend against any such action. In the event that any such claim is made by a third party, the indemnified party, at its option, shall have the right, at its sole cost and expense, to participate in the defense of any such action and to be represented by counsel of its selection. Each party shall give the other party prompt notice of the assertion of any claim or the institution of any action that may expose either party to liability.

13. Termination.

A. If Licensee materially breaches any of the terms of this Agreement and fails to cure such breach within ten days of receipt of such notice of such breach, The Magic House may terminate this Agreement without further obligation. In the event of any such termination, Licensee shall: (1) immediately close the Traveling Exhibition to the public; (2) dismantle and repack the Traveling Exhibition and ship it to a subsequent alternate exhibition site or The Magic House as directed by The Magic House; and (3) reimburse The Magic House in full for all costs incurred by The Magic House in shipping the Traveling Exhibition and of modifying the tour schedule or seeking a replacement alternate exhibition site.

B. Licensee agrees that if The Magic House terminates this Agreement for any uncured breach by Licensee, then The Magic House shall have the right to retain the Exhibition License Fee, and shall have no obligation to return to the Exhibition License Fee, or any portion thereof, to Licensee. In addition, The Magic House shall be entitled to all costs, expenses and other amounts due The Magic House hereunder, plus any costs and expenses incurred by The Magic House in connection with Licensee's breach hereunder, including without limitation, The Magic House's reasonable attorney's fees and expenses.

C. Upon the expiration or other termination of this Agreement, Licensee shall immediately cease using all Proprietary Rights, all photographs and descriptions of the Traveling Exhibition and all publicity materials and shall have no further right in or to such items.

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D. In the event that this Agreement expires or is otherwise terminated, the provisions of sections 10, 11, 12 and 13 shall survive and Licensee shall fulfill all of its obligations thereunder.

E. In the event that a "Force Majeure" event occurs prior to the beginning of the License Period which prevents the fulfillment of the terms of this Agreement, neither The Magic House nor Licensee shall be held liable, and this Agreement shall be null and void, and Licensee shall be issued an immediate refund of all monies paid in respect to this Agreement. As used herein, "Force Majeure" shall mean any of the following conditions or contingencies which has occurred and is continuing: any act of God, fire, flood, lightning, earthquake, storm, hurricane, explosion, sabotage, invasions, wars, labor disputes, governmental acts, orders or regulations, which is beyond the control of the party claiming force majeure and prevents the performance of any obligation of either party hereunder, but shall not include financial difficulties of such party.

14. Warranties and Representations. Licensee and The Magic House each warrant and represent that (i) it has the authority to enter into this Agreement; and (ii) by entering into this Agreement, it is not violating any other agreement to which it is a party. Licensee further warrants and represents that it is a non-profit charitable corporation and that it will comply with all applicable laws, rules, orders, ordinances, rules, regulations and contractual requirements in fulfilling its obligations under this Agreement.

15. Disclaimers. THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE ONLY REPRESENTATIONS AND WARRANTIES OF THE MAGIC HOUSE. THE MAGIC HOUSE MAKES NO FURTHER AGREEMENTS, COVENANTS, REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ALL FURTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT AND ALL DOCUMENTS CONTEMPLATED HEREUNDER.

16. Waiver. The waiver, or repeated waiver, by either party hereto of compliance by the other party with any provision of this Agreement shall not be deemed a waiver of compliance with such provisions on a subsequent occasion, nor shall any such waiver imply the waiver of any other provision of this Agreement.

17. Notices. All notices hereunder (i) shall be in writing, (ii) shall be forwarded by one of the following methods: hand-delivery, first-class, certified or registered U.S. mail, Federal Express or other nationally recognized overnight courier service or by fax (followed up by a mailed copy), (iii) shall be effective on receipt and (iv) shall be addressed to the undersigned at the addresses set forth below unless otherwise directed.

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If to Vendor:

Magic House St. Louis Children's Museum
Attention: Elizabeth Fitzgerald
516 South Kirkwood Road
St. Louis, MO 63122
Phone: 314-822-8900
E-mail: beth@magichouse.org

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

18. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, excluding any Florida choice of law rules, which would have the effect of applying the substantive law of any other jurisdiction. The parties agree to submit solely and exclusively to the jurisdiction of the state and federal courts of the State of Florida to resolve any disputes arising hereunder.

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19. No Waiver of Sovereign Immunity. Nothing herein is intended to waive sovereign immunity by the City 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.

20. No Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successor and assigns; provided that this Agreement shall not be assignable or delegable by either party hereto in whole or in part without the express prior written consent of the other party.

21. Relationship of Parties. This Agreement shall not constitute either party an agent or legal representative of the other for any purpose whatsoever and creates no relationship of employment, principal and agent, partnership or joint ventures. Neither party shall have any authority to bind the other or to create any express or implied obligation for the other, and neither party shall hold itself out as having such authority.

22. Severability. This Agreement is intended to be severable. In the event any provision hereof is found by a tribunal of competent jurisdiction to be void, invalid or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall be enforced as if such void, invalid or unenforceable provision or portion thereof had never been contained herein. Furthermore, in the event such a tribunal finds that any provision hereof is overly broad in scope or duration, the tribunal shall have the authority to reform such provision by limiting its scope or duration to the minimum degree required so as to render it enforceable in the circumstances under which it is sought to be enforced.

23. Entire Agreement. This Agreement, including all Schedules and attachments thereto, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior negotiations, proposals, notices, representations, circulars, descriptions, understandings and agreements, oral or written, regarding such subject matter. This Agreement may be modified only by an instrument in writing duly executed by an authorized representative of both parties.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument, and each of which may be sent by facsimile, which facsimile shall be deemed an original.

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

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By: City of Ocala

Signed: DocuSigned by: Ken Whitehead 5877F71E38874F...
Printed Name: Ken Whitehead
Title: Assistant City Manager

Date: 8/15/2025

Address: 110 SE Watula Ave.
Ocala, FL 34471-2180

By: The Magic House, St. Louis Children's Museum

Signed: Elizabeth M Fitzgerald
Printed Name: Elizabeth M Fitzgerald
Title: President

Date: 8/4/25

Address: 516 S. Kirkwood Road
St. Louis, MO 63122

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...
William E. Sexton, Esq.
City Attorney

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Schedule A
To
Exhibition License Agreement

1.	Exhibition License Fee	TOTAL AMOUNT:	$45,000
	Non-refundable deposit	AMOUNT $7,500	DUE AT SIGNING
	Interim Payment	AMOUNT $15,000	DUE DATE: May 24, 2026
	Final Payment	AMOUNT $22,500	DUE DATE: November 24, 2026

2. Schedule of Dates:

Delivery Date:	Monday, May 24, 2027
Opening Date:	Saturday, May 29, 2027
Closing Date:	Monday, September 6, 2027
Pick Up Date:	Friday, September 10, 2027

Other costs (to be billed to Licensee by The Magic House as incurred):

1. Inbound shipping costs (1 truck)
2. Special equipment if necessary (i.e. Forklift, pallet jack, etc.)

Docusign Envelope ID: 5C2F0775-A170-4167-9876-F1B073C2E967

Schedule B
To
Exhibition License Agreement

Description of Service:

1. Exhibition Site: Discovery Center, 701 NE Sanchez Avenue, Ocala FL 34470

Contact: Curtis Hinnrichs – chinnrichs@ocalafl.gov

Licensee shall provide an Exhibition Site that meets the following requirements:

2. Shipping, Installation and Dismantling of Traveling Exhibition

   a. Subject to Licensee's reimbursement obligations, The Magic House agrees to arrange transportation of the Traveling Exhibition to and from the Exhibition Site. The carrier shall "park" the trailer for loading and unloading the Traveling Exhibition within 20 feet of loading dock or designated unloading location for the Exhibition Site.

   b. Licensee shall be responsible for unloading, unpacking, installation, de-installation, re-packing and reloading the Traveling Exhibition. Licensee will supply 3 full time crew members capable of lifting 50 or more pounds who shall work during the installation and de-installation processes. The projected time necessary for unloading, unpacking, and installation of the Traveling Exhibition is 4 full working days; the projected time for de-installation, re-packing and reloading is 4 full working days.

   c. The Magic House shall provide written instructions for installation and de-installation of the Traveling Exhibition.

   d. Licensee shall be responsible for the proper storage of Traveling Exhibition and crates.

   e. Prior to the Opening Date, Licensee shall complete a Condition Report on each object to the Traveling Exhibition and send that report to The Magic House within 5 working days of the Opening Date; Licensee shall review and verify the same at the conclusion of the Traveling Exhibition on the on-going Condition Report Book(s) provided by The Magic House. And send copies of said condition reports to The Magic House within 5 working days of the Closing Date.

   f. The Magic House will provide Licensee with information regarding transfer of the Traveling Exhibition to the next location.

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g. Licensee shall be responsible for costs incurred to store the Traveling Exhibition if Licensee is unable to accept it at time agreed upon in this agreement or if Licensee needs to relinquish the Traveling Exhibition prior to time agreed upon.

h. The Exhibition can be unloaded from the truck(s) through a loading dock that is dock-height. If the loading area is not dock-height, at the Licensee's expense, a forklift will be required to load and unload the Exhibition. The truck(s) will not be equipped with a lift gate but may be requested, at the Licensee's expense. A pallet jack is recommended for ease of unload and load of the Exhibition. The Magic House will provide (2) 4'x8' rolling carts to use for unloading uncrated Exhibition pieces with a forklift if necessary.

i. Licensee shall bear the costs of any special handling needs, including, but not limited to: fork lift rental, additional ramps, downsizing the load into smaller trucks, or other special requests, and any costs resulting from the Licensee not being able to accept, unload, or load the Exhibition at the agreed upon time.

3. Routine maintenance

Routine maintenance of the Traveling Exhibition is the responsibility of Licensee. Routine maintenance of the Traveling Exhibition includes:

- daily checks of all exhibits
- daily start-up of the Traveling Exhibition
- regular cleaning per instructions provided in the Installation Manual
- occasional replacement activity materials as listed in Assembly Manual
- occasional touch-up painting on damaged items
- occasional arranging for local repairs of broken items (cost of repair due to age will be paid by The Magic House; vandalism or damage due to inappropriate handling by Licensee or its visitors will be the responsibility of the Licensee)
- other minor repairs and maintenance as needed

4. Major maintenance and repairs – The Magic House will coordinate all major maintenance and repairs to the Traveling Exhibition. These repairs may be performed by The Magic House staff, a local agent, and/or arranged, by mutual consent, to be handled by Licensee. Such maintenance and repairs shall be at The Magic House's cost and expense unless necessitated by Licensee's or its visitors' acts or omissions in which event they shall be at Licensee's cost and expense, which such amounts shall be due and payable within seven days after billing by The Magic House.

5. Additional charges – If The Magic House shall provide services over and above those covered under this schedule, whether at the request of Licensee or due to Licensee's breach of any provision of this Agreement, The Magic House shall charge and Licensee shall pay (1) The Magic House staff services at the rate of $250 per day per staff member required plus per diem and travel expenses; and (2) the invoice amount for other costs and/or services. Such amounts shall be due and payable within seven days after billing by The Magic House.

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6. Damage – Licensee shall report any and all damages or losses to the Traveling Exhibition while in Licensee's custody immediately by telephone to The Magic House, Project Manager. Within twenty-four (24) hours of discovery of damage or loss, Licensee shall send a full written statement to The Magic House detailing the extent, time, place, and circumstances of the damage or loss. All damaged materials shall be left as discovered unless Licensee is instructed by The Magic House's Project Manager to proceed otherwise or unless emergency measures are necessary to prevent further damage. The Magic House shall provide Licensee with handling and other instructions for damaged materials within 3 days following telephone notification from Licensee of such damage.

7. Consumables – The Magic House will provide a designated amount of replacement supplies, back-up supplies, loose component pieces, books and consumable items (ie: paper goods). It is the Licensee's responsibility to inventory all supplies upon delivery to Licensee and when the Exhibition is packed for shipment. Specific consumable items will be refreshed by The Magic House in accordance with the Exhibit Installation Guide. The Licensee is responsible for reading and complying with the Exhibit Installation Guide regarding cleaning and return of excess and damaged items to The Magic House. The Licensee may be charged for any excess damage to custom items that may result from improper packing. If additional consumable items are required by Licensee over and above those provided by The Magic House, Licensee must contact The Magic House immediately. Additional consumable items will be at the Licensee's expense.

Certificate Of Completion

Envelope Id: 5C2F0775-A170-4167-9876-F1B073C2E967
Status: Completed
Subject: FOR SIGNATURE - Namaste India Exhibition License Agreement (REC/250821)
Source Envelope:
Document Pages: 16
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
8/12/2025 9:02:20 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
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Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/12/2025 9:04:36 AM Viewed: 8/13/2025 2:36:40 PM Signed: 8/13/2025 2:47:06 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/13/2025 2:47:07 PM Viewed: 8/14/2025 3:29:51 PM Signed: 8/15/2025 8:38:41 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

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	8/12/2025 9:04:36 AM
Certified Delivered	Security Checked	8/14/2025 3:29:51 PM
Signing Complete	Security Checked	8/15/2025 8:38:41 AM
Completed	Security Checked	8/15/2025 8:38:41 AM

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.

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SERVICES AGREEMENT FOR THE PROVISION OF A PHOTO BOOTH EXPERIENCE FOR THE 2025 LIGHT UP OCALA EVENT

THIS SERVICES AGREEMENT FOR THE PROVISION OF A PHOTO BOOTH EXPERIENCE FOR THE 2025 LIGHT UP OCALA EVENT ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SMILE TIME, LLC**, a limited liability company duly organized and authorized to do business in the State of Florida (EIN: 83-0912281) ("Vendor").

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

1. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement.

   Vendor shall provide **ONE (1)** platinum photo booth package which contains the following services:

   A. Unlimited photo booth sessions in open air photo booth

   B. Provision of quality double printed photos.

   C. Option for traditional 2x6 strips or 4x6 sized photos.

   D. Customized photo template including the addition of logo, event name, and date.

   E. Themed and/or client's color scheme colored backdrop.

   F. Themed and/or client's color scheme props.

   G. Presence of photo booth attendants to assist guests and operate the booth.

   H. A private, online event gallery containing all digital photos, accessible for downloading, sharing, and saving.

   City will provide **ONE (1)** power source, **ONE (1)** branding for photo template, and **ONE (1)** 10' x 10' tent for Vendor.

2. **COMPENSATION.** City shall pay Vendor a price not to exceed the lump sum amount of **NINE HUNDRED NINETY-FIVE AND NO/100 DOLLARS ($995)** (the "Service Fee") as full and complete compensation for the timely and satisfactory completion of the Services set forth herein.

   A. **Invoice Submission**. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date.

   B. **Payment of Invoice by City**. City shall pay the Service Fee by hand delivering a check made payable to **SMILE TIME, LLC** to Vendor immediately following the rendering of the Services on the Event Date.

   C. **Amounts Due to the City**. Vendor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

   D. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax

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to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

3. **TIME FOR SERVICE**.

   A. Vendor shall provide **ONE (1)** unlimited photo booth located at an indoor or covered outdoor location during the City's **2025 LIGHT UP OCALA** (the "Event") on **NOVEMBER 22, 2025,** from **3:00 P.M. to 8:00 P.M.** (the "Event Date").

   B. The Event shall take place at **CITY OF OCALA DOWNTOWN SQUARE**.

   C. The load in and set up time on the date of the Event shall begin at **1:00 P.M.**

   D. The Time for Service under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City.

4. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the service of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

5. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

      (2) Vendor provides material that does not meet the specifications of the Agreement;

      (3) Vendor fails to complete the work required within the time stipulated in the Agreement; or

      (4) Vendor fails to make progress in the service of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

   B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the

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reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Vendor Default**. In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;

(2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;

(3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and

D. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager, or other designee, shall provide written notice of the termination.

6. **SERVICE EVALUATION**. At the end of the contract, City may evaluate Vendor's service. Any such evaluation will become public record.

7. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

8. **VENDOR REPRESENTATIONS**. Vendor expressly represents that:

A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.

B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.

C. Vendor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the site(s) upon which the Services are to be performed and is satisfied with the site conditions that may affect cost, progress, and service of the work, as observable or determinable by Vendor's own investigation.

D. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its service under this Agreement whatsoever.

E. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has

been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

9. **VENDOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:

   A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

   B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures related to the provision of Services, and for any and all safety precautions or programs incident thereto.

   C. Vendor shall be responsible for all travel expenses incurred by both themselves and their employees while executing obligations under this Contract.

   D. Vendor shall provide release to photos and digital copies so event host may print more on their own from anywhere. Vendor shall not keep the rights to event photos.

10. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

11. **GENERAL LIABILITY INSURANCE**. Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

   A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
   B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.
   C. Policy must include coverage for contractual liability and independent contractors.
   D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

12. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

   A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

   B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages.

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Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

13. **ADDITIONAL INSURANCE REQUIREMENTS.**

A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.

B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. **Certificates of Insurance**. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force

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and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Vendor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

14. **SAFETY/ENVIRONMENTAL**. Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor.

15. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

16. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its service of its obligations under this Agreement.

17. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.

18. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

19. **PUBLIC RECORDS.** The Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Vendor shall:

    A. Keep and maintain public records required by the public agency to perform the service.

    B. 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

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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.

C. 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 the Vendor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor 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 THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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.

20. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

21. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

22. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

23. **WAIVER.** The failure or delay of any party at any time to require service by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require service

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of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

24. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

25. **INDEMNITY.** Vendor shall indemnify and hold harmless City, its elected officials, employees and volunteers against all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

26. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City 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 service 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.

27. **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 Vendor:	Smile Time, LLC Attention: Felicia Gomez 22 Teak Way Ocala, FL 34472 Phone: (352) 450-5099 E-mail: info@smiletimellc.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 Email: notices@ocalafl.gov

Docusign Envelope ID: A6F852B4-DBC6-4C4F-A393-D291A5F7A9A6

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

28. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

29. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

30. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.

31. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated service and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

32. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

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33. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

34. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

35. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

36. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

37. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

38. **ELECTRONIC SIGNATURE(S).** Vendor, 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.

39. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

40. **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.]

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IN WITNESS WHEREOF, the parties have executed this Agreement on 8/14/2025.

ATTEST:

Signed by: Angel B. Jacobs 8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by: Ken Whitehead 5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

SMILE TIME, LLC

By: DocuSigned by: Felicia Gomez 9AA4B704864F447...

Name: Felicia Gomez
(Printed Name)

Title: Event Specialist
(Title of Authorized Signatory)

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VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

Smile Time,LLC
VENDOR NAME

22 Teak Way, Ocala, FL 34472
VENDOR STREET ADDRESS, CITY, STATE, ZIP CODE

VENDOR acknowledges and understands that prior to commencement of an Agreement with the City of Ocala (the "City") and until completion of all obligations under said agreement, all vendors desiring to provide services to the City or to hold special events on City property are required to procure and maintain, for the life of said Agreement, the following types and limitations of liability insurance:

- **Commercial General Liability Insurance** identifying the City, a political subdivision of the State of Florida, and its officials, employees, and volunteers as additional insureds with an endorsement equal or broader to CG 20 26 04 13 from and against all claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons or damage to or loss of property arising out of or in any manner connected with the Vendor's services or event in the amounts of not less than ONE MILLION DOLLARS ($1,000,000.00) PER OCCURRENCE and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

VENDOR acknowledges and understands that **unless** CITY provides a written waiver of the insurance requirements, the failure of VENDOR to obtain and maintain the required insurance shall constitute a breach of contract.

By signing below, VENDOR intends for this document to serve as its written request for waiver of the foregoing insurance requirements for the following special event to occur on November 22, 2025 (IDENTIFY DATE HERE): EVENT DESCRIPTION:

Light up Ocala 2025

In exchange for and acceptance of CITY's waiver of the foregoing insurance requirements, VENDOR, including its successors and assigns, does hereby covenant and agree to indemnify, hold harmless, and defend the City of Ocala and its elected officials, employees, and volunteers from and against any and all claims, actions, liability, loss, damage, injury, death, or expense of any and every kind which may accrue or be suffered by any person, partnership, or other entity of any kind, in whole or in part from the intentional or negligent acts or omissions of VENDOR or its employees, agents, subcontractors, successors, or assigns. In the event that any suit or action is brought against CITY, its elected officials, employees, or volunteers for any of the claims described herein, VENDOR, its successors and assigns shall defend the suit or action at VENDOR'S sole cost and expense and shall fully satisfy any judgment that is rendered against CITY, its elected officials, employees, or volunteers, or any combination thereof.

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IN WITNESS WHEREOF, the VENDOR sets its hand this 24 day of July, 20 25.

Santiago GGomez
VENDOR SIGNATURE

Santiago G Gomez
VENDOR PRINTED NAME

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☒ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE: Initial KD
8/15/2025 (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE
_____ (Date)

Certificate Of Completion

Envelope Id: A6F852B4-DBC6-4C4F-A393-D291A5F7A9A6
Status: Completed
Subject: FOR SIGNATURE - Service Agreement for Provision of Photo Booth Experience (REC/250880)
Source Envelope:
Document Pages: 13
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

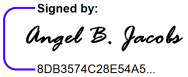
Record Tracking

Status: Original
8/13/2025 9:34:59 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Felicia Gomez info@smiletimellc.com Event Specialist Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/13/2025 11:27:04 AM ID: 31695eb8-227a-42e2-b4d8-48bfcee2c93c	DocuSigned by: Felicia Gomez 8AA4D704364F447... Signature Adoption: Drawn on Device Using IP Address: 2a09:bac2:6b36:2678::3d5:20 Signed using mobile	Sent: 8/13/2025 9:37:58 AM Viewed: 8/13/2025 11:27:04 AM Signed: 8/13/2025 11:28:23 AM
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/13/2025 11:28:24 AM Viewed: 8/13/2025 2:30:41 PM Signed: 8/13/2025 2:31:04 PM
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/13/2025 2:31:05 PM Viewed: 8/14/2025 3:36:02 PM Signed: 8/14/2025 3:37:20 PM
Richard Dennis rdennis@ocalafl.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	Initial RD Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/14/2025 3:37:21 PM Viewed: 8/15/2025 11:08:10 AM Signed: 8/15/2025 11:13:48 AM

Signer Events	Signature	Timestamp
Accepted: 7/30/2024 11:01:16 AM ID: 1b0ebc34-2a4d-4bdb-b2d5-fb0c8cca783a		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by:  8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/15/2025 11:13:50 AM Viewed: 8/15/2025 1:14:20 PM Signed: 8/15/2025 1:14:44 PM
Electronic Record and Signature Disclosure: Accepted: 8/15/2025 1:14:20 PM ID: 9712fcd5-3f52-40c5-af5a-0278e9aa7b5b		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/13/2025 9:37:58 AM
Certified Delivered	Security Checked	8/15/2025 1:14:20 PM
Signing Complete	Security Checked	8/15/2025 1:14:44 PM
Completed	Security Checked	8/15/2025 1:14:44 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.

Docusign Envelope ID: 0E0797DD-F054-4E42-8287-F0F3ECD36148

Ciao Bambini
Exhibition License Agreement

This Exhibition License Agreement (this "Agreement") is made this 16th day of July 2025, by and between The Magic House, St. Louis Children's Museum, a Missouri non-profit corporation (hereinafter "The Magic House") and the City of Ocala (hereinafter "Licensee").

WITNESSETH

WHEREAS, The Magic House has created the Traveling Exhibition (as defined below);

WHEREAS, Licensee wishes to share the Traveling Exhibition with its community; and

WHEREAS, The Magic House wishes to make the Traveling Exhibition available to Licensee upon the terms and conditions herein;

NOW, THEREFORE, The Magic House and Licensee agree as follows:

1. Definitions. As used in this Agreement, the following terms will have the following specified meanings:

   A. "Exhibition License Fee" means the license fee paid by Licensee to The Magic House as set out in detail in Schedule A.

   B. "Schedule of Dates and Payments" means the date and fee schedule set forth in Schedule A.

   C. "License Period" means the period beginning on the Delivery Date (defined in Schedule A) and ending on the Pick up Date (defined in Schedule A).

   D. "Exhibition Period" means the period beginning on the Opening Date (defined in Schedule A) and ending on the Closing Date (defined in Schedule A).

   E. "Exhibition Site" means Licensee's exhibition site for the Exhibition, as specified in Schedule B.

   F. "Services" means training, support, and other services described on the attached Schedule B, and any other services furnished by The Magic House under this Agreement.

   G. "Marketing Manual" means a packet containing images, logos, language usage, as well as sponsorship, copyright and trademark guidelines, the terms of which are incorporated herein by reference as if fully set forth herein.

   H. "Traveling Exhibition" means Ciao Bambini that was created by The Magic House, St. Louis Children's Museum.

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2. License, Schedule of Dates. Subject to the terms and conditions of this Agreement, The Magic House hereby licenses the Traveling Exhibition to Licensee, and Licensee agrees to accept the Traveling Exhibition for the duration of the License Period and to display it at the Exhibition Site for the duration of the Exhibition Period. Licensee agrees that it will not (a) move or transfer the Traveling Exhibition out of the Exhibition Site or (b) lease, sublicense or otherwise assign or delegate any of Licensee's rights or duties hereunder or allow any third party to take custody of, or responsibility for, the Traveling Exhibition. Licensee shall not modify, enhance or supplement the Traveling Exhibition or any element or portion thereof, or the thematic or interpretive organization thereof, without the prior written consent of The Magic House, which consent may be withheld in its sole discretion.

3. Installation and De-installation. The obligations of The Magic House and Licensee with respect to installation and de-installation of the Traveling Exhibition are described on Schedule B attached hereto. As more particularly described in Schedule B, The Magic House's carrier shall deliver the Traveling Exhibition to the Exhibition Site on the Delivery Date and pick up the Traveling Exhibition from the Exhibition Site on the Pick up Date.

4. License Fee. Licensee shall pay The Magic House the Exhibition License Fee in the amount and according to the time table set forth in Schedule A. In addition to the Exhibition License Fee, Licensee will also pay for (or reimburse The Magic House for): (i) shipping charges for transportation of the exhibit, as determined by The Magic House; The Magic House will notify Licensee of these charges as soon as reasonably practicable after the information is available and payment will be due at the time of the final exhibit payment outlined in Schedule A. Other than the Exhibition License Fee which shall be paid in accordance with Schedule A, Licensee shall pay The Magic House all other amounts due for all other expenses and charges within 30 days of the date of issue of any bill sent to Licensee by The Magic House or an additional charge of 1.5% per month may be applied to any past due balance.

   As set forth below, certain portions of the License Fee shall be forfeited upon cancellation:

   A. Licensee shall forfeit twenty-five percent (25%) of the Exhibition Licensee Fee in the event Licensee cancels the Traveling Exhibition less than 180 days but no less than 120 days before the Opening Date.

   B. Licensee shall forfeit fifty percent (50%) of the Exhibition License Fee in the event Licensee cancels the Traveling Exhibition less than 120 days but no less than 60 days before the Opening Date.

   C. Licensee shall forfeit one hundred percent (100%) of the Exhibition Licensee Fee in the event that Licensee cancels the Traveling Exhibition less than 60 days before the Opening Date.

5. Partnerships/Sponsorships.

   A. Licensee may not secure local sponsorship or underwriting for the Traveling Exhibition without The Magic House's prior written approval, which approval shall not be unreasonably withheld.

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6. Publicity; Promotional Materials; Credit.

A. Licensees shall use commercially reasonable efforts to promote the Traveling Exhibition prior to and during the Exhibition Period, and, in doing so, shall comply with the provisions of this Agreement. The Magic House will provide Licensee with general promotional materials including examples of press and public service announcements, an exhibit fact sheet, and a computer disk containing Traveling Exhibition logos (the "Traveling Exhibition Promotional Materials"). Such promotional materials will be sent to Licensee at least 90 days before Opening Date. Promotional materials shall be selected and provided by The Magic House at its sole discretion. Promotional materials shall not be sold by Licensee. No changes may be made to camera ready promotional materials or Traveling Exhibition logos.

B. Any copying or other reproduction of the Traveling Exhibition, or any part thereof (including, without limitation, the promotional materials), is strictly prohibited unless specifically and solely for Licensee's reasonable publicity and promotional purposes in connection with the Traveling Exhibition and as approved by The Magic House in its sole discretion. If applicable, all permitted photographs and reproductions taken of the traveling Exhibition and its components must include a copyright notice as further described in Section 10.B. hereof.

C. The Magic House shall have the right to approve all advertising, publicity releases, display and promotional efforts and materials (including brochures, invitations, flyers, etc.) developed by Licensee or its agents, (the "Licensee Promotional Materials").Licensee shall submit to The Magic House all concepts, designs, layout and text, as well as samples of any proposed Licensee Promotional Materials, giving The Magic House at least ten working days to review and approve such Licensee Promotional Materials. The Magic House shall have the right, in its sole discretion, to approve or disapprove any plans or material submitted in connection with the Licensee Promotional Materials. If The Magic House does not notify Licensee, within ten days of Licensee's submission, that any such plan or material has been approved, such plan or material will be deemed disapproved and Licensee may not proceed to use it.

D. License agrees to use the official Traveling Exhibition logos as provided by The Magic House in all signage, news and publicity releases, advertisements, printed materials (brochures, invitations, flyers, etc.) and any other communications relating to the Traveling Exhibition.

E. The Licensee agrees to ensure that The Magic House is properly credited in all publicity and communications relating to the Exhibition. The following credit line must appear on all printed material relating to the Exhibition:

Ciao Bambini was created by The Magic House, St. Louis Children's Museum.

7. **PUBLIC RECORDS.** The Magic House shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, The

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Magic House shall:

A. Keep and maintain public records required by the public agency to perform the service.

B. 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.

C. 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 The Magic House does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of The Magic House or keep and maintain public records required by the public agency to perform the service. If The Magic House transfers all public records to the public agency upon completion of the contract, The Magic House shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If The Magic House keeps and maintains public records upon completion of the contract, The Magic House 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.

8. Attendance. Licensee agrees to provide The Magic House attendance figures for the Exhibition Period within 30 days following the Closing Date.

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9. Insurance.

A. Licensee agrees to provide and keep in full force and effect, at its sole expense, insurance coverage from a recognized and qualified insurance company selected by Licensee and reasonably acceptable to The Magic House on the entire contents of the Traveling Exhibition from the time it is delivered to Licensee, while on display, and post exhibition time until it leaves the facility. As evidence of such insurance coverage, Licensee shall provide The Magic House with a fully paid, bona fide certificate of insurance at least 60 days prior to the Delivery Date. Licensee agrees that the contents of said insurance certificate shall remain confidential and shall not be made public.

B. Such insurance shall include the following coverage:

i. property insurance covering the Traveling Exhibition in an amount equal to the full replacement value of $500,000; and

ii. general liability insurance covering all claims arising out of accidents or injury (including death) to any person or damage to any property occurring as a result of or related to use or operation of the Traveling Exhibition, with combined single limits of not less than $2,000,000.

C. All policies for Licensee's insurance will:

i. name The Magic House as additional named insured;

ii. be endorsed to provide that such policies will not be substantially modified or cancelled without the insurer giving The Magic House at least 30 days' advance written notice of the same; and

iii. be dated beginning upon acceptance of delivery for shipment to Licensee's Exhibition Site and end upon release of Traveling Exhibition for transportation to next site.

iv. the licensee shall be responsible for all injury or damage of any kind resulting from said operations, to persons or property regardless of who may be the owner of the property. In addition to the liability imposed upon the Lessee on account of personal injury (including death) or property damage suffered through the Lessee's negligence, which liability is not impaired or otherwise affected hereunder, the Lessee assumes the obligation to save the Owner harmless and to indemnify the Owner from every expense, liability or payment arising out of or through injury (including death) to any person or persons or damaged property (regardless of who is the owner of the property) of any place in which Exhibit is located, arising out of or suffered through any act or omission of the Lessee, or anyone directly or indirectly employed by or under the supervision of the Licensee.

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D. Licensee shall carry its own Workman's Compensation Policy.

10. Security Precautions.

A. Licensee agrees to provide adequate security for the Traveling Exhibition at Licensee's sole cost and expense which shall include at least the following:

i. A minimum of 4 gallery attendant(s) during unloading, unpacking, installation, dismantling, re-packing and loading of the Traveling Exhibition.

ii. A minimum of 1 gallery attendant to observe the Exhibition Site during all hours Licensee is open to the public.

iii. A fully certified and operative burglar alarm of high professional standards to be used during closed hours.

iv. Institutions must be equipped with a certified and operative fire and security system.

v. NO EATING, DRINKING, OR SMOKING shall be allowed within the exhibit. Licensee agrees to post signs in clear and conspicuous locations of the Traveling Exhibition stating this restriction.

B. Licensee agrees to provide a current list of names and phone numbers for persons responsible for the Traveling Exhibition, including the Licensee's Director, Chief Financial Officer, and Public Relations liaison.

11. Protection of Proprietary Rights.

A. Licensee acknowledges that The Magic House has valuable intellectual property rights, including but not limited to, patent, copyright, trademark, service mark, trade name, trade secret, and other proprietary rights (collectively, the "Proprietary Rights") in the Traveling Exhibition, Traveling Exhibition logos, and Traveling Exhibition Promotional Materials.

B. Licensee acknowledges and agrees that no title, ownership, or Proprietary Rights related to any portion of the Traveling Exhibition, Traveling Exhibition Logos, and Traveling Exhibition Promotional Materials is transferred to Licensee by virtue of this Agreement. The Magic House shall maintain all right, title, and interest in the Traveling Exhibition, Traveling Exhibition logos, and Traveling Exhibition Promotional Materials. Licensee is responsible for adhering strictly to all rules, terms of use, procedures, and quality control measures implemented by The Magic House to protect its Proprietary Rights including without limitation use, display, and demonstration of the Traveling Exhibition, Traveling Exhibition logos, Traveling Exhibition Promotional Materials, and any collateral materials, press releases, marketing materials, and signage associated with the Traveling Exhibition.

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C. Licensee shall place appropriate copyright, trademark, service mark or notices on any advertising, display or Licensee Promotional Materials as may be directed by The Magic House.

D. Further, Licensee shall not remove or in any way alter any copyright, trademark, or service mark notice appearing in or on any elements of the Traveling Exhibition, Traveling Exhibition logos, and Traveling Exhibition Promotional Materials. In the event The Magic House authorizes Licensee to reproduce any Traveling Exhibition Promotional Materials, any and all reproductions shall include the appropriate notice symbols set forth above.

E. Except as specifically permitted by this Agreement, Licensee shall not use or adopt any service mark, trade name or trademark of The Magic House or any confusingly similar mark, and Licensee agrees not to contest or attack the Proprietary Rights of The Magic House.

F. Licensee shall take such action as The Magic House may reasonably request (which shall be at Licensee's expense to the extent attributable to Licensee's acts or omissions) to protect the Proprietary Rights of The Magic House, including, without limitation, executing such documents as may be necessary to effect such purpose.

G. Licensee specifically agrees that all goodwill which arises from Licensee's use, display, and/or demonstration of the Traveling Exhibition, Traveling Exhibition logos, and/or Traveling Exhibition Promotional Materials shall inure to the benefit of The Magic House, as dictated by its ownership of the Proprietary Rights in such intellectual property.

12. Liability.

A. The Magic House shall have the exclusive right to defend or, at its option, settle any claims or proceedings brought against Licensee to the extent they are based on an assertion that any portion of the Traveling Exhibition or any Proprietary Rights infringes any copyright or trademark of any third party. In the event of any claim described above which The Magic House has the right to defend, Licensee shall (1) promptly notify The Magic House in writing of any such claim; (2) give The Magic House or its designee(s) full authority, information and assistance to defend such claim; and (3) give The Magic House or its designee(s) sole control of the defense of such claim and all negotiations for the compromise or settlement thereof. In the event that The Magic House fails to exercise its exclusive rights set forth in this Section, after a reasonable period of time, Licensee shall, upon written notice to The Magic House, have the right to defend or settle any such claims or proceedings.

B. The Magic House shall not have any further liability, whether in contract, tort or otherwise, arising out of or in connection with this agreement, the delivery or display of the traveling exhibition, or The Magic House's rendering of any advice or services, including, without limitation, any liability for incidental, consequential,

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punitive or tort damages or any damages resulting from loss of profits or loss of business, whether or not they have been advised of the possibility of such damages

C. The Magic House and Licensee each shall defend, indemnify, and hold harmless the other party and its respective officers, trustees, directors, agents, designees, assignees, grantors, and employees from and against all claims, alleged claims, actions, losses, costs, expenses, settlements, demands, and liabilities of every kind whether of the other party hereto or any third party in connection herewith, including reasonable attorney's fees and expenses, arising out of or incurred by reason of the inaccuracy, alleged breach, or actual breach by indemnifying party of any agreement or undertaking made by such party herein. The indemnifying party shall, at its sole cost and expense, dispose of any such claim or demand or defend against any such action. In the event that any such claim is made by a third party, the indemnified party, at its option, shall have the right, at its sole cost and expense, to participate in the defense of any such action and to be represented by counsel of its selection. Each party shall give the other party prompt notice of the assertion of any claim or the institution of any action that may expose either party to liability.

13. Termination.

A. If Licensee materially breaches any of the terms of this Agreement and fails to cure such breach within ten days of receipt of such notice of such breach, The Magic House may terminate this Agreement without further obligation. In the event of any such termination, Licensee shall: (1) immediately close the Traveling Exhibition to the public; (2) dismantle and repack the Traveling Exhibition and ship it to a subsequent alternate exhibition site or The Magic House as directed by The Magic House; and (3) reimburse The Magic House in full for all costs incurred by The Magic House in shipping the Traveling Exhibition and of modifying the tour schedule or seeking a replacement alternate exhibition site.

B. Licensee agrees that if The Magic House terminates this Agreement for any uncured breach by Licensee, then The Magic House shall have the right to retain the Exhibition License Fee, and shall have no obligation to return to the Exhibition License Fee, or any portion thereof, to Licensee. In addition, The Magic House shall be entitled to all costs, expenses and other amounts due The Magic House hereunder, plus any costs and expenses incurred by The Magic House in connection with Licensee's breach hereunder, including without limitation, The Magic House's reasonable attorney's fees and expenses.

C. Upon the expiration or other termination of this Agreement, Licensee shall immediately cease using all Proprietary Rights, all photographs and descriptions of the Traveling Exhibition and all publicity materials and shall have no further right in or to such items.

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D. In the event that this Agreement expires or is otherwise terminated, the provisions of sections 10, 11, 12 and 13 shall survive and Licensee shall fulfill all of its obligations thereunder.

E. In the event that a "Force Majeure" event occurs prior to the beginning of the License Period which prevents the fulfillment of the terms of this Agreement, neither The Magic House nor Licensee shall be held liable, and this Agreement shall be null and void, and Licensee shall be issued an immediate refund of all monies paid in respect to this Agreement. As used herein, "Force Majeure" shall mean any of the following conditions or contingencies which has occurred and is continuing: any act of God, fire, flood, lightning, earthquake, storm, hurricane, explosion, sabotage, invasions, wars, labor disputes, governmental acts, orders or regulations, which is beyond the control of the party claiming force majeure and prevents the performance of any obligation of either party hereunder, but shall not include financial difficulties of such party, and pandemic, epidemic, or national health emergency that warrants the Licensee's temporary or permanent closure.

14. Warranties and Representations. Licensee and The Magic House each warrant and represent that (i) it has the authority to enter into this Agreement; and (ii) by entering into this Agreement, it is not violating any other agreement to which it is a party. Licensee further warrants and represents that it is a non-profit charitable corporation and that it will comply with all applicable laws, rules, orders, ordinances, rules, regulations, and contractual requirements in fulfilling its obligations under this Agreement.

15. Disclaimers. THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE ONLY REPRESENTATIONS AND WARRANTIES OF THE MAGIC HOUSE. THE MAGIC HOUSE MAKES NO FURTHER AGREEMENTS, COVENANTS, REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ALL FURTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT AND ALL DOCUMENTS CONTEMPLATED HEREUNDER.

16. Waiver. The waiver, or repeated waiver, by either party hereto of compliance by the other party with any provision of this Agreement shall not be deemed a waiver of compliance with such provisions on a subsequent occasion, nor shall any such waiver imply the waiver of any other provision of this Agreement.

17. Notices. All notices hereunder (i) shall be in writing, (ii) shall be forwarded by one of the following methods: hand-delivery, first-class, certified or registered U.S. mail, Federal Express or other nationally recognized overnight courier service or by fax (followed up by a mailed copy), (iii) shall be effective on receipt and (iv) shall be addressed to the undersigned at the addresses set forth below unless otherwise directed.

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If to Vendor:	Magic House St. Louis Children's Museum Attention: Elizabeth Fitzgerald 516 South Kirkwood Road St. Louis, MO 63122 Phone: 314-822-8900 E-mail: **beth@magichouse.org**
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

18. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, excluding any Florida choice of law rules, which would have the effect of applying the substantive law of any other jurisdiction. The parties agree to

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submit solely and exclusively to the jurisdiction of the state and federal courts of the State of Florida to resolve any disputes arising hereunder.

19. No Waiver of Sovereign Immunity. Nothing herein is intended to waive sovereign immunity by the City 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.

20. No Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successor and assigns; provided that this Agreement shall not be assignable or delegable by either party hereto in whole or in part without the express prior written consent of the other party.

21. Relationship of Parties. This Agreement shall not constitute either party an agent or legal representative of the other for any purpose whatsoever and creates no relationship of employment, principal and agent, partnership or joint ventures. Neither party shall have any authority to bind the other or to create any express or implied obligation for the other, and neither party shall hold itself out as having such authority.

22. Severability. This Agreement is intended to be severable. In the event any provision hereof is found by a tribunal of competent jurisdiction to be void, invalid or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall be enforced as if such void, invalid or unenforceable provision or portion thereof had never been contained herein. Furthermore, in the event such a tribunal finds that any provision hereof is overly broad in scope or duration, the tribunal shall have the authority to reform such provision by limiting its scope or duration to the minimum degree required so as to render it enforceable in the circumstances under which it is sought to be enforced.

23. Entire Agreement. This Agreement, including all Schedules and attachments thereto, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior negotiations, proposals, notices, representations, circulars, descriptions, understandings and agreements, oral or written, regarding such subject matter. This Agreement may be modified only by an instrument in writing duly executed by an authorized representative of both parties.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument, and each of which may be sent by facsimile, which facsimile shall be deemed an original.

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

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By: City of Ocala

Signed: DocuSigned by: Ken Whitehead 5877F71E38874F4...
Printed Name: Ken Whitehead
Title: Assistant City Manager

Date: 8/15/2025

Address: 110 SE Watula Ave.
Ocala, FL 34471-2180

By: The Magic House, St. Louis Children's Museum

Signed:
Printed Name:
Title:

Date: 8/7/25

Address: 516 S. Kirkwood Road
St. Louis, MO 63122

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...
William E. Sexton, Esq.
City Attorney

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Schedule A
To
Exhibition License Agreement

1.	Exhibition License Fee	TOTAL AMOUNT:	$45,000
	Non-refundable deposit	AMOUNT $7,500	DUE AT SIGNING
	Interim Payment	AMOUNT $15,000	DUE DATE: January 19, 2026
	Final Payment	AMOUNT $22,500	DUE DATE: October 1, 2026

2. Schedule of Dates:

Delivery Date:	Tuesday, January 19, 2027
Opening Date:	Saturday, January 23, 2027
Closing Date:	Sunday, May 16, 2027
Pick Up Date:	Thursday, May 20, 2027

Other costs (to be billed to Licensee by The Magic House as incurred):

1. Inbound shipping costs
2. Special equipment if necessary (i.e. Forklift, pallet jack, etc.)

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Schedule B
To
Exhibition License Agreement

Description of Service:

1. Exhibition Site: Discovery Center, 701 NE Sanchez Avenue, Ocala FL 34470

Contact: Curtis Hinnrichs – chinnrichs@ocalafl.gov

Licensee shall provide an Exhibition Site that meets the following requirements:

2. Shipping, Installation and Dismantling of Traveling Exhibition

   a. Subject to Licensee's reimbursement obligations, The Magic House agrees to arrange transportation of the Traveling Exhibition to and from the Exhibition Site. The carrier shall "park" the trailer for loading and unloading the Traveling Exhibition within 20 feet of loading dock or designated unloading location for the Exhibition Site.

   b. Licensee shall be responsible for unloading, unpacking, installation, de-installation, re-packing and reloading the Traveling Exhibition. Licensee will supply 4 full time crew members capable of lifting 50 or more pounds who shall work during the installation and de-installation processes. The projected time necessary for unloading, unpacking, and installation of the Traveling Exhibition is 4 full working days; the projected time for de-installation, re-packing and reloading is 4 full working days.

   c. The Magic House shall provide written instructions for installation and de-installation of the Traveling Exhibition.

   d. Licensee shall be responsible for the proper storage of Traveling Exhibition and crates.

   e. Prior to the Opening Date, Licensee shall complete a Condition Report on each object to the Traveling Exhibition and send that report to The Magic House within 5 working days of the Opening Date; Licensee shall review and verify the same at the conclusion of the Traveling Exhibition on the on-going Condition Report Book(s) provided by The Magic House and send copies of said condition reports to The Magic House within 5 working days of the Closing Date.

   f. The Magic House will provide Licensee with information regarding transfer of the Traveling Exhibition to the next location.

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g. Licensee shall be responsible for costs incurred to store the Traveling Exhibition if Licensee is unable to accept it at time agreed upon in this agreement or if Licensee needs to relinquish the Traveling Exhibition prior to time agreed upon.

h. The Exhibition can be unloaded from the truck(s) through a loading dock that is dock-height. If the loading area is not dock-height, at the Licensee's expense, a forklift will be required to load and unload the Exhibition. The truck(s) will not be equipped with a lift gate but may be requested, at the Licensee's expense. A pallet jack is recommended for ease of unload and load of the Exhibition.

i. Licensee shall bear the costs of any special handling needs, including, but not limited to: fork lift rental, additional ramps, downsizing the load into smaller trucks, or other special requests, and any costs resulting from the Licensee not being able to accept, unload, or load the Exhibition at the agreed upon time.

3. Routine maintenance

Routine maintenance of the Traveling Exhibition is the responsibility of Licensee. Routine maintenance of the Traveling Exhibition includes:

- daily checks of all exhibits
- daily start-up of the Traveling Exhibition
- regular cleaning per instructions provided in the Installation Manual
- occasional replacement activity materials as listed in Assembly Manual
- occasional touch-up painting on damaged items
- occasional arranging for local repairs of broken items (cost of repair due to age will be paid by The Magic House; vandalism or damage due to inappropriate handling by Licensee or its visitors will be the responsibility of the Licensee)
- other minor repairs and maintenance as needed

4. Major maintenance and repairs – The Magic House will coordinate all major maintenance and repairs to the Traveling Exhibition. These repairs may be performed by The Magic House staff, a local agent, and/or arranged, by mutual consent, to be handled by Licensee. Such maintenance and repairs shall be at The Magic House's cost and expense unless necessitated by Licensee's or its visitors' acts or omissions in which event they shall be at Licensee's cost and expense, which such amounts shall be due and payable within seven days after billing by The Magic House.

5. Additional charges – If The Magic House shall provide services over and above those covered under this schedule, whether at the request of Licensee or due to Licensee's breach of any provision of this Agreement, The Magic House shall charge and Licensee shall pay (1) The Magic House staff services at the rate of $250 per day per staff member required plus per diem and travel expenses; and (2) the invoice amount for other costs and/or services. Such amounts shall be due and payable within seven days after billing by The Magic House.

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6. Damage – Licensee shall report any and all damages or losses to the Traveling Exhibition while in Licensee's custody immediately by telephone to The Magic House, Project Manager. Within twenty-four (24) hours of discovery of damage or loss, Licensee shall send a full written statement to The Magic House detailing the extent, time, place, and circumstances of the damage or loss. All damaged materials shall be left as discovered unless Licensee is instructed by The Magic House's Project Manager to proceed otherwise or unless emergency measures are necessary to prevent further damage. The Magic House shall provide Licensee with handling and other instructions for damaged materials within 3 days following telephone notification from Licensee of such damage.

7. Consumables – The Magic House will provide a designated amount of replacement supplies, back-up supplies, loose component pieces, books and consumable items (ie: paper goods). It is the Licensee's responsibility to inventory all supplies upon delivery to Licensee and when the Exhibition is packed for shipment. Specific consumable items will be refreshed by The Magic House in accordance with the Exhibit Installation Guide. The Licensee is responsible for reading and complying with the Exhibit Installation Guide regarding cleaning and return of excess and damaged items to The Magic House. The Licensee may be charged for any excess damage to custom items that may result from improper packing. If additional consumable items are required by Licensee over and above those provided by The Magic House, Licensee must contact The Magic House immediately. Additional consumable items will be at the Licensee's expense.

Certificate Of Completion

Envelope Id: 0E0797DD-F054-4E42-8287-F0F3ECD36148
Status: Completed
Subject: FOR SIGNATURE - Ciao Bambini Exhibition License Agreement (REC/250822)
Source Envelope:
Document Pages: 16
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
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Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/12/2025 9:09:36 AM Viewed: 8/13/2025 2:31:13 PM Signed: 8/13/2025 2:36:29 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/13/2025 2:36:30 PM Viewed: 8/14/2025 3:33:35 PM Signed: 8/15/2025 8:39:30 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

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	8/12/2025 9:09:36 AM
Certified Delivered	Security Checked	8/14/2025 3:33:35 PM
Signing Complete	Security Checked	8/15/2025 8:39:30 AM
Completed	Security Checked	8/15/2025 8:39:30 AM

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.

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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.

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CONTRACT# WRS/250815

HACH WIMS Platform
WIMS Rio
HACH WIMS Premier
AQUARIUS
WaterTrax
LINKO
TOKAY

AQUATIC Informatics

Quote 00022751

Details:

Created On: 24 Jun 2025
Expires On: 31 Oct 2025

Prepared For:

Benjamin Moose
(352) 629-8212
bmoose@ocalafl.org

City of Ocala, Florida
4200 SE 24th Street
Ocala, Florida 344781
United States

Submitted By:

Tiffany Elliott
tiffany.elliott@aquaticinformatics.com

Confidential - Company Proprietary

Docusign Envelope ID: BFC5046F-D697-4F7E-9AF3-E2B230F425B6

AQUATIC Informatics

HACH WIMS Platform
WIMS Rio
HACH WIMS Premier
AQUARIUS
WaterTrax
LINKO
TOKAY

Quote Summary

Term: 12/1/2025-11/30/2026

Product	Sales Price	Term	Qty	Total Price
LKOSMA **Linko Support & Maintenance** *Customer support and maintenance plan for Linko software. Includes live telephone support and 24 x 7 access to web-based support and knowledge base as defined in the Service Agreement.*	$2,587.20	12mos	1.0	$2,587.20

Summary of Products & Services

Software Licenses (One-Time License Fees): $0.00 USD
Professional Services (One-Time Service Fees): $0.00 USD
Recurring Annual Fees (SaaS & SMA): $2,587.20 USD

GRAND TOTAL: $2,587.20 USD

All prices are quoted exclusive of taxes.

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AQUATIC Informatics

HACH WIMS Platform · WIMS Rio · HACH WIMS Premier · AQUARIUS · WaterTrax · LINKO · TOKAY

Order Details

To proceed with a purchase, please sign this quote (preferably via Docusign) and provide us with a Purchase Order (PO) so we can process your order and provide you with payment instructions. Please email your Purchase Order to tiffany.elliott@aquaticinformatics.com and please reference quote **00022751**.

Tiffany Elliott
tiffany.elliott@aquaticinformatics.com

Aquatic Informatics Inc.
5600 Lindbergh Dr
Loveland, CO 80538
FEIN: 47-2917533

Terms and Conditions

By signing this quote, you are agreeing to the Aquatic Informatics' Terms and Conditions (located at https://aquaticinformatics.com/terms-conditions/) and online Service Offering and Service Level Agreement (see links below). This agreement is made between the customer named above ("Subscriber") and Aquatic Informatics Inc., having an address at 5600 Lindbergh Dr, Loveland, CO 80538 ("Provider"), and sets forth the terms and conditions on which Aquatic Informatics will supply Products and Services to the customer.

All Aquatic Informatics Software (exceptions noted below):

- SaaS: Services Offering and Service Level Agreement
  https://aquaticinformatics.com/saas-service-offering/

- On-Premise: Software License Agreement
  https://aquaticinformatics.com/on-premise-software/

Exceptions:

- WIMS Online: WIMS Online Services Offering and Service Level Agreement
  https://aquaticinformatics.com/wims-online-saas/

- WIMS On-Premise: WIMS On-Premise Software License Agreement
  https://aquaticinformatics.com/wims-on-premise/

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AQUATIC Informatics

HACH WIMS Platform | WIMS Rio | HACH WIMS Premier | AQUARIUS | WaterTrax | LINKO | TOKAY

Electronic Acceptance

Expiration Date: Must be signed by 31 Oct 2025

Subscriber: City of Ocala, Florida

Subscriber Signature:

Per: DocuSigned by: Ken Whitehead 5677F71E38874F4...

Name: Ken Whitehead

Title: Assistant City Manager

Date: 8/14/2025

Subscriber Details:

Phone: (352) 629-8212
Email: bmoose@ocalafl.org

Company: City of Ocala, Florida
4200 SE 24th Street
Ocala, Florida 344781
United States

Provider: Aquatic Informatics

Provider Signature:

Per: DocuSigned by: Kent Seymour DA0302C1218B4B7...

Name: Kent Seymour

Title: Director, Customer Success

Date: 8/8/2025

Approved as to form and Legality:

Signed by: William E. Sexton, Esq. AA56B8A8ED04E3...

William E. Sexton, City Attorney

Modifications to Terms and Conditions Approved By Aquatic Informatics:

Signature: DocuSigned by: Kent Seymour DA0302C1218B4B7...

Print: Kent Seymour

Title: Director, Customer Success

Date: 8/8/2025

Docusign Envelope ID: BFC5046F-D697-4F7E-9AF3-E2B230F425B6

Terms & Conditions of Sales

Effective February 11, 2025

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. THESE TERMS AND CONDITIONS MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS WEB SITE. BY USING ANY OF THE SERVICES OR SOFTWARE PROVIDED BY AQUATIC INFORMATICS OR ITS SUBSIDIARIES OR AFFILIATES, YOU CONFIRM YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT ACCEPT THESE TERMS AND CONDITIONS, THEN YOU MAY NOT USE THE SERVICES OR SOFTWARE.

Terms and Conditions of Sale

This document sets forth the Terms & Conditions of Sale for software, goods manufactured and/or supplied, and services provided, by Aquatic Informatics ("Provider") or any of its affiliates or subsidiaries identified as the selling entity listed on the accompanying software, service or other agreement accompanying these Terms and Conditions and sold to the original purchaser thereof ("Subscriber"). Unless otherwise specifically stated in a previously executed written purchase agreement signed by authorized representatives of Provider and Subscriber, these Terms & Conditions of Sale establish the entirety of the rights, obligations and remedies of Provider and Subscriber which apply to this offer and any resulting order or contract for the sale of Provider's software, goods and or service ("Service Offering/Work").

APPLICABLE TERMS & CONDITIONS

These Terms & Conditions of Sale are contained directly and/or by reference in Provider's offer, order acknowledgment, Service Offering and Service Level Agreement and any related invoice documents (collectively "Service Offering Agreement"). The first of the following acts constitutes an acceptance of Provider's offer and not a counteroffer and creates a contract of sale in accordance with these Terms & Conditions: (i) Subscriber's issuance of a purchase order document against Provider's offer; (ii) acknowledgement of Subscriber's order by Provider; or (iii) commencement of any performance

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by Provider pursuant to Subscriber's order. Provisions contained in Subscriber's purchase documents (including electronic commerce interfaces) that are in conflict with, materially alter, add to and/or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Service Offering Agreement.

1. **Fees and Payment.**

1.Fees and Payment. Fees charged for the Services Offering/Work are set out in your quotation. All such fees are payable on a net 30 days basis without setoff or counterclaim, and without any deduction or withholding. Provider will notify you if there are any fees charged for new options applicable to the Service Offering/Work or if there are fee increases. Overdue invoices will accrue interest at the rate of 1.5% of the outstanding balance per month.

1.2 Upon request, the Provider may offer optional professional services (PS) to the Subscriber under mutually agreed terms outlined in a Quote or Statement of Work (SOW), which may include software installation, implementation services, and training. It is the Subscriber's responsibility to ensure that project schedules, milestones, and deliverables are aligned with their expectations as specified in the Quote or SOW. Any changes to information related to adjustments in milestones or pricing must be communicated in writing and mutually agreed upon by both the Provider and the Subscriber. Charges for PS that have commenced according to the milestones defined in the Quote or SOW are non-cancellable, and the Subscriber is required to pay accordingly. Unless terminated for cause, PS will be provided and charged based on the agreed milestones and schedules, if changes were not mutually agreed upon. Penalties related to project delays and project holds will be detailed in the Quote or SOW.

Docusign Envelope ID: BFC5046F-D697-4F7E-9AF3-E2B230F425B6

2. Consequences of Breach.

Provider may terminate your Service Offering/Work access if you breach, or Provider has a reasonable basis to believe you will breach any part of the Services Offering Agreement in a way that: (i) poses a security risk to Provider or any third party, (ii) may adversely impact the Service Offering/Work, Provider or a third party's operations, (iii) may subject Provider or any third party to liability, or (iv) may be fraudulent; or (v) breaches applicable law or regulation.

Provider will give Subscriber written notice of such breach. If such breach is not corrected in the time required by the Provider, the Provider may terminate the Service Offering/Work.

2.1. Instead of termination Provider may choose to suspend your right to access or use any portion or all the Service Offering/Work. In such event;

a) you remain responsible for all fees and charges you have incurred through the date of suspension;

b) you remain responsible for any applicable Service Offering/Work fees for any modules to which you continue to have access (including hosting, data storage fees or fees for in-process tasks completed after the date of suspension; and

c) you will not be entitled to any service credits for any period of suspension.

Provider's right to suspend Subscriber's access or use the Service Offering/Work is in addition to Provider's termination rights set out below.

3. Term and Termination. Unless defined in your SOW, the Service Offering Agreement becomes effective when the quotation is signed by both Subscriber and Provider. If not stated in the quote the Subscription Term will be for a yearly term and may renew for successive yearly periods unless a party notifies the other in writing not less than thirty (30) days prior to expiration of intent to not renew.

Provider's right to suspend Subscriber's access or use the Service Offering/Work is in addition to Provider's termination rights set out below.

3. Term and Termination.

The Service Offering Agreement becomes effective when the quotation is signed by both Subscriber and Provider. The term of the Service Offering Agreement shall commence when Provider sends Subscriber login credentials for the Services Offering/Work quoted and is for the length of time stated on the quotation ("Subscription Tenn"). If not stated in the quote the Subscription Term will be for a yearly term and may be renewed for additional one (1) year periods (each “Renewal Term”) subject to mutual written agreement of the parties.

3.1 Additionally, the Services Offering Agreement shall terminate in each of the following events:

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a) Either party may terminate the Service Offering Agreement if the other becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other and is not dismissed within 30 days following commencement thereof.

b) Either party may terminate the Services Offering Agreement for cause upon thirty (30) days advance notice to the other if there is any material default or breach by the other, unless the defaulting party has cured the material default or breach within the thirty (30) day notice period.

c) Termination as set forth in Section 3.

If the Services Offering Agreement subscription isterminated for cause by Subscriber, then Provider shall refund Subscriber any prepaid fees covering the remainder of the Subscription Term after the effective date of termination. Upon termination for cause by Provider, Subscriber shall pay any unpaid fees covering the remainder of the Subscription Term after the effective date oftennination. In no event shall any termination relieve Subscriber of the obligation to pay any fees payable to Provider for the period prior to the effective date of termination.

3.2. Any post-termination assistance additional to that described below is subject to mutual written agreement.

(a) Generally. Upon any termination of the Services Offering Agreement:

(i) all your rights under immediately terminate;

(ii) you remain responsible for all fees you have incurred through the date of termination, including fees for in-process tasks completed after the date of termination;

Docusign Envelope ID: BFC5046F-D697-4F7E-9AF3-E2B230F425B6

(iii) you will immediately return or, if instructed by us, destroy all Confidential information provided to you by the Provider.

(b) Post-Termination Assistance. Following termination:

(i) unless notified otherwise by you, for a period of thirty (30) days following termination we will not erase any of your Content (which is defined to include all information provided by Subscriber through configuration of the Service Offering/Work or any **data** submitted by the Subscriber, or by any party authorized by the Subscriber to submit data to support or enable the Service Offering/Work) as a result of the termination in order to allow you retrieve your Content;

(ii) you may retrieve your Content from the Service Offering/Work only if you have paid all fees due to Provider;

(ii) if more than thirty (30) days post-termination are required for you to retrieve all your Content, you will be charged for a month-to-month subscription service for each additional thirty (30) day period you require to retrieve your Content;

(iv) upon retrieval of your Content, you may instruct Provider to destroy all copies of your Content stored on the Service Offering/Work and request Provider to provide certification in writing that all your Content has been destroyed within fifteen (15) days of Provider receiving Subscriber instructions; and

(v) Provider will provide you with the same post-termination data retrieval assistance that it generally makes available to all Subscribers on a time and materials basis at then stated hourly rates.

4. **Proprietary Rights and Confidentiality.**

4.1 Ownership.

a) "Proprietary Information" means any information, technical data or know-how in whatever form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, mask works and artwork, which Provider considers proprietary. All Proprietary Information and intellectual property rights, title and interest, including copyright and trade secret rights in and to anything associated with the Service Offering/Work and the Content remains that of Provider. As between Provider and Subscriber, Subscriber exclusively owns all rights, title and interest in and to all of Subscriber's Content. No right or license is granted hereby to Subscriber or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent, patent application or other proprietary right of Provider, except for the limited use licenses implied by law.

b) Subscriber shall not (i) permit any third party to access the Service Offering/Work except as expressly permitted, (ii) create derivative works based on the Service Offerings, (iii) copy, frame or mirror any part or content of the Services, (iv) reverse engineer the Service Offering/Work, or (v) access the Service Offering/Work in order to build a competitive product or service,

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or copy any features, functions or graphics of the Service Offering/Work.

c) Using the Service Offering it is possible to collect aggregated anonymized data in which all personal identifiers have been removed, such that the information could not reasonably be used to identify an individual, which is collected and stored without association with Personally Identifiable Information (PII) and does not identify Subscriber or any of Subscriber's personnel in any way ("Aggregated Data"). Provider may collect, use and disclose such Aggregated Data for any purposes including for research, analysis, reporting and to further develop the Service Offerings and ancillary services. Provider
has exclusive ownership, use, and distribution rights to such Aggregated Data for any purpose, including, but not limited to, advertising, marketing, and promotion of opportunities to other clients and prospective clients of its Service Offering/Work.

4.2 "Confidential Information" means information concerning any information relating to the business and technology of either party which is not generally available to third parties and which is treated by the parties, in accordance with their policies, as confidential information or a trade secret and specifically includes the Services, either parties Content, business processes, information about either parties customers or users in any manner, shape or form or other like information. For the purposes of this Service Offering, a party disclosing Confidential Information is a Discloser and the party receiving Confidential Information is a Recipient. Confidential Information does not include information which is: at the time of disclosure, or thereafter becomes part of the public domain without any violation by the Recipient; already in the Recipient's possession before disclosure of such information to the Recipient by the Discloser; following the date of the signed quotation is furnished to the Recipient by a third party without that third party being in breach directly or indirectly of an obligation to the Discloser to keep such information secret confidential and secret; and developed independently by the Recipient without use of Discloser's Confidential Information as evidenced by reasonably detailed written records.

4.3 Confidentiality. The following terms apply to Confidential Information and the ownership thereof. All Confidential Information is owned by the respective parties. Neither party will, at any time, whether before or after the termination, disclose, furnish, or make accessible to anyone any Confidential Information or permit the occurrence of any of the foregoing. Each party will hold the other's Confidential Inforn1ation in confidence and will protect each other's Confidential Information with the same degree of care with which it treats its own Confidential Information, but in no case with any less degree than reasonable care. For certainty, Recipient and its customers, employees and agents will keep confidential all such Proprietary

4.4 PUBLIC RECORDS. Aquatics Informatics shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Aquatics Informatics shall:

A. Keep and maintain public records required by the public agency to perform the service.
B. 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.

Docusign Envelope ID: BFC5046F-D697-4F7E-9AF3-E2B230F425B6

C. 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 Aquatics Informatics does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Aquatics Informatics or keep and maintain public records required by the public agency to perform the service. If Aquatics Informatics transfers all public records to the public agency upon completion of the contract, Aquatics Informatics shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Aquatics Informatics keeps and maintains public records upon completion of the contract, Aquatics Informatics 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 AQUATICS INFORMATICS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AQUATICS INFORMATICS' 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.

Docusign Envelope ID: BFC5046F-D697-4F7E-9AF3-E2B230F425B6

Information obtained directly or indirectly from Provider and will not transfer or disclose it without Providers prior written consent, or use it for the manufacture, procurement, servicing or calibration of Work or any similar products, or cause such products to be manufactured, serviced, or calibrated by or procured from any other source, or reproduce or otherwise appropriate it without Provider's prior written consent.
Confidential Information may be disclosed to a party only to employees or consultants having a need-to- know provided such parties are bound by confidentiality obligations. If Confidential Information is disclosed inadvertently the disclosing party will immediately notify the other party and will assist the other party in remedying the confidentiality breach. If Confidential Information is required to be disclosed pursuant to a valid subpoena, governmental order, judicial order or other operation of law the disclosing party will immediately notify the other party and will assist the other party seeking a protective order or other similar appropriate remedy in order to limit the Confidential Information disclosure to the extent possible or practicable.

5. Miscellaneous.

The parties acknowledge that each is an independent contractor and nothing in this Service Offering Agreement constitutes a joint venture or partnership and neither party has the right to bind nor act for the other as agent or in any other capacity.

5.1 Sections 5 and 6 and any other sections that may be reasonably construed as intended to survive shall survive termination of the Service Offering Agreement.
5.2 Upon consent by Provider, this Service Offering Agreement may be used for cooperative procurement by any public or municipal body, entity, agency or institution, If so authorized, and in order to forego a related entity RFP or similar competitive bidding process, the Service Offering Agreement may be extended to such other entities for the procurement of similar products and/or services provided to Subscriber and at fees in accordance with the Service Offering Agreement unless separately negotiated between such other entities and Provider. Further related entities participating in a cooperative procurement process shall place their own orders directly with Provider. Provider and such other entities will fully and independently administer their own separate contracting processes but all in accordance with substantially similar contracting processes as set out in this Service Offering Agreement.

6. Prices.

All prices, unless stated otherwise, are in U.S. dollars and are based on delivery as stated above unless otherwise quoted by Provider. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory, or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of the Work. Subscriber will either pay all such charges or provide Provider with acceptable exemption certificates, which obligation survives performance under this Service Offering Agreement.

7. Limited Warranty.

Docusign Envelope ID: BFC5046F-D697-4F7E-9AF3-E2B230F425B6

Provider warrants that the Service Offering/Work sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific Service Offering/Work purchased. Provider warrants that Work furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the Work. Parts provided by Provider in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Provider shall become the property of Provider. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Service Offering/Work not meeting this Limited Warranty is at Provider's option: repair, replacement, or credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Provider is willing to provide such replacement, credit or refund.

8. **Indemnification.**

All indemnification obligations imposed upon Provider are limited to the extent of those damages proportionately caused by Provider's breach of the Service Offering Agreement, negligence, wrongful conduct, or violations of law. In no case is Provider liable for any damages caused by negligence, misuse or misapplication of Service Offering/Work by others. Subscriber shall defend, indemnify and hold harmless Provider against all damages to the extent cause by misuse or misapplication of Service Offering/Work, breach of this Service Offering Agreement, negligence, wrongful conduct, or violations of law by Subscriber or its affiliates or those employed by, controlled by or in privily with them, and Subscriber agrees to so defend and indemnify Provider. *Nothing herein is intended to waive sovereign immunity by the City 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.

9. **Patent Protection.**

Subject to all limitations of liability provided herein, Provider will, with respect to any Service Offering/Work of Provider's design or manufacture, indemnify Subscriber from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any Canadian or U.S. patent (or European patent for Service Offering/Work that Provider sells to Subscriber for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Service Offering/Work sold to Subscriber hereunder and from reasonable expenses incurred by

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Subscriber in defense of such suit **if** Provider does not undertake the defense thereof, provided that Subscriber promptly notifies Provider of such suit and offers Provider either (i) full and exclusive control of the defense of such suit when Service Offering/Work of Provider only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Provider are also involved.

Provider's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Service Offering/Work according to their applications as envisioned by Provider's specifications. In case the Service Offering/Work are in such suit held to constitute infringement and the use of the Work is enjoined, Provider will, at its own expense and at its option, either procure for Subscriber the right to continue using such Service Offering/Work or replace them with non-infringing software, services, and/or products, or modify them so they become non-infringing, or remove the Service Offering/Work and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Provider for patent infringement by the Service Offering/Work. Further, to the same extent as set forth in Provider's above obligation to Subscriber, Subscriber agrees to defend, indemnify and hold harmless Provider for patent infringement related to (a) any Service Offering/Work or goods manufactured to the Subscriber's design, (b) software or services provided in accordance with the Subscriber's instructions, or (c) Provider's Service Offering/Work when used in combination with any other devices, parts or software not provided by Provider hereunder.

10. Software and Data.

All licenses to Provider's separately provided software products are subject to the separate software license agreement(s) accompanying the software media. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Provider's software: Provider grants Subscriber only a personal, non-exclusive license to access and use the software provided by Provider with the Service Offering/Work purchased hereunder solely as necessary for Subscriber to enjoy the benefit of the Service Offering/Work. A portion of the software may contain or consist of open-source software, which Subscriber may use under the terms and conditions of the specific license under which the open-source software is distributed. Subscriber agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Subscriber's use of the Service Offering/Work, Provider may obtain, receive, or collect data or information, including data produced by the Service Offering/Work. In such cases, Subscriber grants Provider a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Provider and its affiliates.

11. Export and Import Licenses and Compliance with Laws and Related Company Policies.

Unless otherwise specified in this Service Offering Agreement, Subscriber is responsible for obtaining any required export or import licenses. Provider represents that all Service Offerings/Work delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Subscriber will comply with all laws and regulations applicable to the

Docusign Envelope ID: BFC5046F-D697-4F7E-9AF3-E2B230F425B6

installation or use of all such Service Offerings/Work, including applicable import and export control laws and regulations of the U.S., E.U., and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Work and technology delivered hereunder.

Subscriber will not sell, transfer, export, or re-export any Provider Service Offering/Work or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Provider Service Offerings/Work or technology in any facility which engages in activities relating to such weapons. Subscriber will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Subscriber's business activities in connection with this Service Offering Agreement, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Subscriber agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Subscriber or for Provider, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Subscriber's activities related to this Service Offering Agreement. Provider asks Subscriber to "Speak Up!" if aware of any violation of law, regulation or our Code of Conduct ("Code of Conduct") in relation to this Service Offering. Sec Integrity and compliance Veralto for a copy of the Code and for access to our Helpline portal.

12. Force Majeure.

Provider is excused from performance of its obligations under this Service Offering Agreement to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Provider by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Provider may, at its option, terminate any part of or all of this Service Offering Agreement without penalty and without being deemed in default or in breach thereof.

Docusign Envelope ID: BFC5046F-D697-4F7E-9AF3-E2B230F425B6

13. **Non-Assignment and Waiver.**

Subscriber will not transfer or assign this Service Offering Agreement or any rights or interests hereunder without Provider's prior written consent. Failure of either party to insist upon strict performance of any provision of this Service Offering Agreement, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Service Offering Agreement will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as info waiver had occurred.

14. **Limitation of Liability.**

Provider, its affiliates, subsidiaries, and each of their respective directors, officers, members, partners, and/or employees (individually, a "Provider Indemnified Party" and collectively, the "Provider Indemnified Parties") will not be liable to Subscriber under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Work purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Subscriber's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Provider Indemnified Parties arising out of the performance or non-performance hereunder or Provider's obligations in connection with the design, manufacture, sale, delivery, and/or use of the Service Offering/Work will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Provider for any Service Offering/Work delivered hereunder.

15. **Applicable Law and Dispute Resolution.**

The construction, interpretation, and performance hereof and all transactions hereunder shall be governed by the laws of the Florida, without regard to its principles or laws regarding conflicts of laws. lf any provision of this Service Offering Agreement violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Provider and Subscriber, any dispute relating to this Service Offering agreement which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in Marion County Florida, if Subscriber has minimum contacts with British Columbia and, (ii) elsewhere in Canada if Subscriber has minimum contacts with Canada, but not British Columbia, (iii) in the State of New York if Subscriber does not have minimum contacts with Canada.

16. **Funds Transfers.**

Subscriber and Provider both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Subscriber must verbally confirm any new or changed bank transfer or mailing instructions by calling Provider and speaking with Provider's accounts receivable contact before

Docusign Envelope ID: BFC5046F-D697-4F7E-9AF3-E2B230F425B6

mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing, or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

17. **Entire Agreement & Modification.**

These Tenns & Conditions of Sale and accompanying software or service agreement constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Provider unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Provider. Provider rejects any additional or inconsistent Terms & Conditions of Sale offered by Subscriber at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Provider's acceptance of Subscriber's order for the described Service Offering/Work.

18. **TERMINATION FOR NON-FUNDING.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Aquatics Informatics without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

Certificate Of Completion

Envelope Id: BFC5046F-D697-4F7E-9AF3-E2B230F425B6
Status: Completed
Subject: FOR SIGNATURE - Aquatic Informatics Linko Support & Maintenance Agreement (WRS/250815)
Source Envelope:
Document Pages: 17
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
8/8/2025 8:35:30 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Kent Seymour kent.seymour@aquaticinformatics.com Director, Customer Success Security Level: Email, Account Authentication (None)	DocuSigned by: Kent Seymour DA0302C1218B4B7... Signature Adoption: Pre-selected Style Using IP Address: 2600:382:b194:b78b:b5b4:48df:73e7:647f	Sent: 8/8/2025 8:44:26 AM Viewed: 8/8/2025 10:08:50 AM Signed: 8/8/2025 11:39:27 AM
Electronic Record and Signature Disclosure: Accepted: 4/24/2025 5:23:52 PM ID: 231b70cd-ad27-489d-988d-4da38cea0ab5		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/8/2025 11:39:28 AM Viewed: 8/13/2025 2:48:01 PM Signed: 8/13/2025 2:49:28 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/13/2025 2:49:30 PM Viewed: 8/14/2025 3:27:31 PM Signed: 8/14/2025 3:29:30 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	8/8/2025 8:44:26 AM
Certified Delivered	Security Checked	8/14/2025 3:27:31 PM
Signing Complete	Security Checked	8/14/2025 3:29:30 PM
Completed	Security Checked	8/14/2025 3:29:30 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.

Docusign Envelope ID: B9034646-3667-454C-B7B1-5715B8932AEE

SECOND AMENDMENT TO SERVICES AGREEMENT FOR TESTING OF PROTECTIVE RUBBER EQUIPMENT AND GLOVES

THIS SECOND AMENDMENT TO SERVICES AGREEMENT FOR TESTING OF RUBBER EQUIPMENT AND GLOVES ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **THOMAS ELECTRICAL SYSTEMS & TESTING, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 26-2606035) ("Vendor").

WHEREAS, on November 15, 2021, City and Vendor entered into a Services Agreement for Testing of Protective Rubber Equipment and Gloves (the "Original Agreement"), City of Ocala Contract No.: ELE/210796, for a term of three years from October 1, 2021 through September 30, 2024; and

WHEREAS, on May 29, 2024, City and Vendor entered into a First Amendment to Services Agreement for Testing of Protective Rubber Equipment and Gloves (the "First Amendment") to extend the Original Agreement for the first of two available one-year renewals; and

WHEREAS, City and Vendor now desire to renew the Original Agreement for the second and final one-year renewal available under the Original Agreement.

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

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement, as amended, between City and Vendor 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 Second Amendment.

3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional (1) one-year term beginning on **OCTOBER 1, 2025,** and terminating **SEPTEMBER 30, 2026.**

4. **COMPENSATION.** Vendor shall be paid 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 as full and complete compensation for the timely and satisfactory provision services in accordance with the pricing described in **Exhibit B**. Expenditures in excess of the above amount shall require City Council approval.

5. **NOTICES.** All notices, certifications or communications required by this Second 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:

Docusign Envelope ID: B9034646-3667-454C-B7B1-5715B8932AEE

If to Vendor:	Thomas Electrical Systems & Testing, Inc. Attention: Dennis Thomas 14476 Duval Place West, Ste. 504 Jacksonville, Florida 32218 Phone: 904-302-7000 E-mail: dennis@testelectric.net
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 Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7. **ELECTRONIC SIGNATURE(S).** Vendor, 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 Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.

8. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment.

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

Docusign Envelope ID: B9034646-3667-454C-B7B1-5715B8932AEE

IN WITNESS WHEREOF, the parties have executed this Second Amendment on 8/11/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
Janice Mitchell
55198B43858A4E1...
Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...
By: William E. Sexton, Esq.
(Printed Name)
Title: City Attorney

THOMAS ELECTRICAL SYSTEMS & TESTING, INC.

DocuSigned by:
KELLY THOMAS
C87DC9CF7DBA42F...
By: KELLY THOMAS
(Printed Name)
Title: President
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: B9034646-3667-454C-B7B1-5715B8932AEE
Status: Completed
Subject: SIGNATURE: Amendment 2 - Renewal - Testing of Protective Rubber Equipment and Gloves (ELE/210796)
Source Envelope:
Document Pages: 3
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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

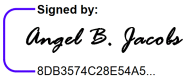
Record Tracking

Status: Original
8/5/2025 9:47:57 AM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
KELLY THOMAS kelly@testelectric.net President Thomas Electrical Systems & Testing, Inc Security Level: Email, Account Authentication (None)	DocuSigned by: KELLY THOMAS C87DC9CF7DBA42F... Signature Adoption: Pre-selected Style Using IP Address: 2603:3010:1200:9400:f4bb:53d2:59be:16ef	Sent: 8/5/2025 9:50:22 AM Resent: 8/11/2025 9:43:43 AM Viewed: 8/11/2025 10:01:00 AM Signed: 8/11/2025 10:01:34 AM
Electronic Record and Signature Disclosure: Accepted: 8/10/2025 8:34:45 AM ID: 85cae276-fee9-4deb-a04d-a08e2baf8493		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/11/2025 10:01:35 AM Viewed: 8/11/2025 11:42:16 AM Signed: 8/11/2025 11:44:20 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@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: 8/11/2025 11:44:21 AM Viewed: 8/11/2025 11:51:37 AM Signed: 8/11/2025 11:53:00 AM
Electronic Record and Signature Disclosure: Accepted: 8/11/2025 11:51:37 AM ID: 3c09bf9a-3bce-4bea-8dd2-4be228ab8ae8		

Signer Events	Signature	Timestamp
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by:  8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/11/2025 11:53:01 AM Viewed: 8/11/2025 11:54:21 AM Signed: 8/11/2025 11:54:33 AM

Electronic Record and Signature Disclosure:
Accepted: 8/11/2025 11:54:21 AM
ID: e69d7bbc-2110-498e-b24e-48b6fffacd1b

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/5/2025 9:50:22 AM
Envelope Updated	Security Checked	8/11/2025 9:43:42 AM
Envelope Updated	Security Checked	8/11/2025 9:43:42 AM
Envelope Updated	Security Checked	8/11/2025 9:43:42 AM
Certified Delivered	Security Checked	8/11/2025 11:54:21 AM
Signing Complete	Security Checked	8/11/2025 11:54:33 AM
Completed	Security Checked	8/11/2025 11:54:33 AM

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.

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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.

Docusign Envelope ID: 1B48D9E0-DF5A-4FBF-8751-A5D3870B0413

FIRST AMENDMENT TO AGREEMENT FOR MANAGEMENT OF THE FORT KING TENNIS CENTER

THIS FIRST AMENDMENT TO AGREEMENT FOR MANAGEMENT OF THE FORT KING TENNIS CENTER ("First Amendment") is entered into by and between **CITY OF OCALA**, ("City") a Florida municipal corporation, and **JASON WEISS VENTURES, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 80-0003140) ("Contractor").

WHEREAS, on February 5, 2020, City and Contractor entered into an Agreement for Management of the Fort King Tennis Center (the "Original Agreement"), City of Ocala Contract Number: REC/190417 for a term of five (5) years, from February 1, 2020 to January 31, 2025; and

WHEREAS, City and Contractor now desire to extend the Original Agreement for the single additional five (5) year period available under the Original Agreement.

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. **EXTENSION**. The Original Agreement is hereby renewed for an additional five-year term beginning **FEBRUARY 1, 2025** and terminating **JANUARY 31, 2030.**
4. **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:	Jason Weiss Ventures, Inc. Attn: Jason Weiss 5445 SE 44th Avenue Ocala, Florida 34480 PH: 352-229-2655 E-mail: jyice@yahoo.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

Docusign Envelope ID: 1B48D9E0-DF5A-4FBF-8751-A5D3870B0413

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

5. **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.
6. **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.
7. **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.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 11/2/2024.

ATTEST:

Signed by:
Angel B. Jacobs
ADB3574CBE5MA5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Barry Mansfield
550E4A5AC2B44B7...
Barry Mansfield
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...

By: William E. Sexton

Title: City Attorney

JASON WEISS VENTURES, INC.

Signed by:
B524D757C3B14F7...

By: Jason Weiss Ventures, Inc.
(Printed Name)

Title: President/CEO
(Title of Authorized Signatory)

DocuSign

Certificate Of Completion

Envelope Id: 1B48D9E0DF5A4FBF8751A5D3870B0413
Status: Completed
Subject: SIGNATURE - Renewal of Agreement for Fort King Tennis Center Management (REC/190417)
Source Envelope:
Document Pages: 2
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

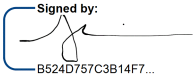
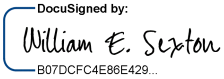
Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/14/2024 9:37:09 AM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: DocuSign

Signer Events	Signature	Timestamp
Jason Weiss Ventures, Inc. jyice@yahoo.com President/CEO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/29/2024 8:47:02 AM ID: 6aa919ab-4bb6-4cfe-ab8b-450b59d640d9	Signed by:  B524D757C3B14F7... Signature Adoption: Drawn on Device Using IP Address: 98.180.59.85 Signed using mobile	Sent: 10/14/2024 9:39:23 AM Viewed: 10/29/2024 8:47:02 AM Signed: 10/29/2024 8:50:06 AM
William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by:  B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/29/2024 8:50:07 AM Viewed: 10/31/2024 9:45:24 AM Signed: 10/31/2024 9:46:00 AM
Barry Mansfield bmansfield@ocalafl.org Council President City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: 550E4A5AC2B44F7... Signature Adoption: Pre-selected Style Using IP Address: 107.115.48.2 Signed using mobile	Sent: 10/31/2024 9:46:01 AM Viewed: 11/2/2024 10:04:09 AM Signed: 11/2/2024 10:04:19 AM
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	Signed by: 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 11/2/2024 10:04:20 AM Viewed: 11/4/2024 8:59:25 AM Signed: 11/4/2024 8:59:40 AM

Signer Events	Signature	Timestamp
Accepted: 11/4/2024 8:59:25 AM ID: b96ca98c-ec38-4c9c-a300-5c4b970acda3		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/14/2024 9:39:23 AM
Certified Delivered	Security Checked	11/4/2024 8:59:25 AM
Signing Complete	Security Checked	11/4/2024 8:59:40 AM
Completed	Security Checked	11/4/2024 8:59:40 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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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.

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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.

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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..

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- 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.