

HGAC AGREEMENT HP08-21

This End User Agreement ("Agreement") dated this the 1st day of January, 2022 is entered into by and between **City of Ocala, FL** ("Client") located at 110 SE Watula Avenue, Ocala, FL 34471 and **Witt O'Brien's, LLC** ("Consultant"), located at 818 Town & Country Blvd, Suite 200, Houston, Texas 77024, each a "Party", or collectively the "Parties." This Agreement together with the terms and conditions attached and incorporated herein (the "Terms and Conditions"), and the attachments incorporated herein, shall form the Agreement.

Whereas, Consultant is in the business of providing certain services, and is willing to provide such services to Client;

Whereas, the Client desires to engage Consultant, and Consultant desires to be engaged, to provide Services as provided for herein;

Whereas, Consultant entered into a contract with the Houston Galveston Area Council ("HGAC") effective August 1, 2021 ("HGAC Contract") that provides for Consultant to sell All Hazards Preparedness, Planning, Consulting, Response, and Recovery Services through the HGAC Contract to End Users, such as the Client, a copy of HGAC Contract (Exhibit A) is attached and incorporated herein; and.

NOW THEREFORE, in consideration of the mutual promises, covenants, representations and warranties made herein, and the mutual benefits to be derived therefrom, the Parties intending to be legally bound, agree as follows:

Recitals. The above-referenced recitals are true and correct, and are incorporated into this Agreement.

Engagement and Scope of Work. Client hereby engages Consultant, and Consultant accepts Client's engagement, to be available and to provide Services to Client. Consultant shall provide the services set forth in Appendix B, attached hereto and incorporated herein ("Services"). Consultant shall furnish all reports and deliverables as set forth in Appendix B in accordance with the terms set forth therein (hereafter "Deliverables").

Effective Date. The effective date of this Agreement shall be **January 1, 2022** (the "Effective Date").

Term. The term of this Agreement (the "Term") shall commence on the Effective Date, and shall remain in effect, unless otherwise terminated in accordance with Section 30 of the Terms and Conditions, provided that the HGAC Contract is extended by HGAC and Consultant.

General Terms and Conditions. The general terms and conditions of this Agreement are set forth in Appendix A, attached hereto and incorporated herein.

Fees and Payment. In consideration of Services performed hereunder, Client shall pay Consultant in accordance with Appendix C.

Notice. Any notice given by either party shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, or Federal Express or DHL courier, shipped prepaid, addressed to the parties at the addresses herein designated for each party or at such other addresses as they may hereafter designate in writing.

CITY OF OCALA
CONTRACT NO: FIN/190687

City of Ocala Attn: Bill Kauffman, Asst. City Manager/CFO 110 SE Watula Avenue Ocala, FL 34471 Email: wkauffman@ocalafl.org Phone: 352-629-2489	Witt O'Brien's, LLC Attention: Director of Contracts 818 Town & Country Blvd., Suite 200 Houston, TX 77024 Phone: 281-606-4721 Alternate Phone: 202-207-2935 Email: contractrequests@wittobriens.com with a copy to cjoiner@wittobriens.com
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For legal notices, a copy shall be provided to:

For Client:

Robert W. Batsel, Jr. – City Attorney
Gilligan, Gooding, Batsel & Anderson, P.A.
1531 36th Avenue
Ocala, Florida 34471
Email: rbatsel@ocalalaw.com



For Consultant:

Witt O'Brien's, LLC
Attention: Legal Counsel
2200 Eller Drive
Fort Lauderdale, FL 33316
Email: blong@ckor.com with a copy to
cjoiner@wittobriens.com

End User Agreement. The Client and Consultant agree that this Agreement constitutes an "End User Agreement" in accordance with Article 2 of the HGAC Contract.

Entire Agreement. Both parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire agreement between the parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modification or waiver is sought to be enforced.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, execute this Agreement to be effective as of the date set forth above.

City of Ocala	Witt O'Brien's LLC
 Name, Title: William Kauffman - ACM/CFO Client: City of Ocala Address: 110 SE Watula Avenue, 2d Floor City, State, Zip: Ocala, FL 34471 Email: wkauffman@ocalafl.org Phone: 352-629-8365	 Name, Title: Jonathan hoyes Senior Managing Directr 818 Town & Country Blvd, Suite 200, Houston, Texas 77024

Approved as to form and legality:

Robert W. Batsel, Jr.
Robert W. Batsel, Jr. – City Attorney

**APPENDIX A
GENERAL TERMS & CONDITIONS**

1. CONSULTANT'S SERVICES. Consultant represents and warrants that it shall perform the Services in a professional and workmanlike manner, utilizing the same standard of care of a professional providing the same or similar services. The Services shall commence and shall be completed on the respective dates specified in this Agreement or, in the absence of such specification, as soon as good practice and due diligence reasonably permit.

2. INDEPENDENT CONTRACTOR. The Parties expressly acknowledge and agree that Consultant is an independent contractor, and nothing contained in this Agreement is intended nor shall be construed to create a partnership or joint venture between the Parties, to cause either Party to be responsible in any way for the debts, liabilities, or obligations of the other Party, or to constitute an employer-employee relationship between the Parties. The manner, methods, details, and means by which Consultant performs its obligations under this Agreement shall be within the discretion of Consultant. Consultant agrees to provide, at its own cost and expense, all necessary equipment to perform the Services, and such equipment shall include, but not be limited to, a laptop computer, a cell phone, and other information technology/communication devices.

3. DRUG SCREENING AND BACKGROUND CHECKS. Consultant shall comply with Client's policy regarding drug screening, and background checks. Consultant's performance under this Agreement is conditioned upon successfully passing the drug screening, and background check, which shall be coordinated with Client. If Consultant is deployed on an assignment prior to the successful passing of the drug screening,

and the background check, and Consultant fails to pass either, then Client shall be entitled to immediately terminate this agreement. Consultant shall be paid for services up to the date of termination. Client may from time to time request Consultant to comply with a drug screening policy other than its own, or be required to conduct further background checks, including but not limited to, finger printing, by virtue of an agreement between Client and a third party under which Consultant will provide Services, Consultant shall comply with the requirements as set out in the agreement between Client and the third party, and the Client shall provide all necessary consents and releases to the Consultant or in the event Consultant refuses to comply, Client may terminate this agreement.

4. COMPLIANCE. Consultant shall comply with all applicable federal and state laws, rules, and regulations, local ordinances and any directives by any authorized government entity. Consultant specifically agrees that it will comply with all applicable anti-corruption and anti-bribery laws, rules, and regulations, including but not limited to, the Foreign Corrupt Practices Act, in the course of providing Services in connection with this Agreement. Consultant will not, either directly or through an intermediary, promise, give or offer to give anything of value to a government official (or candidate for government office), an official of a public international organization, or a political party or party official, for purposes of influencing the official's decisions, or of inducing the official to do or omit doing some act, or of securing any improper advantage.

5. QUALIFICATIONS. Consultant represents and warrants that Consultant meets or exceeds the minimum training

and qualifications required by Client to provide Services and shall provide proof of training and qualifications to Client upon request. Consultant shall at all times obtain and maintain all necessary permits, licenses, registrations, and certificates necessary to perform the Services. Failure of Consultant to provide proof of training and/or qualifications shall be cause for termination of this Agreement. If Consultant is a corporation, Client or business entity, Consultant shall provide at its own expense a certificate of good standing or similar documentation to Client within thirty (30) days of the signing of this Agreement certifying that Consultant's entity is active and in good standing in the state of incorporation or registration.

6. CONFIDENTIALITY AGREEMENT. The term "**Confidential Information**" shall mean any and all technical and non-technical information belonging to Client or its client(s), and/or any of its, or their affiliates, subsidiaries, parent companies, agents, representatives, or subcontractors, which is provided to Consultant, orally or in written or electronic form, or to which Consultant is provided access to, including but not limited to, (i) business information including, financial information, business plans, bids, pricing information, vendor information, customer information, contracts, business records and employee information; (ii) technical information including system designs and concepts, drawings, computerized design, manuals, know-how, show-how, sketches, drawings, working drawings, design and construction documentation, correspondence with vendors, regulatory or classification authorities, photographs or other graphic depictions; (iii) derivatives of any of the foregoing. Confidential Information shall include the Intellectual Property as defined in Section 8 below.

Consultant agrees that any Confidential Information shall be held in strict confidence and shall not be used for any purpose other than the fulfillment of Consultant's responsibilities under this Agreement. If Consultant is a corporation, a company, or business entity, Consultant agrees that it shall disclose Confidential Information only to those of its employees or contractors who need to know such information and who have signed a written agreement with Consultant, either as a condition of employment or in order to obtain access to the Confidential Information, agreeing to be bound by the terms and conditions substantially similar to those in this Section 6.

Consultant agrees that the furnishing of Confidential Information shall not constitute the granting of any right or license to use the Confidential Information except as expressly provided for in this Agreement. Consultant agrees to take all reasonable steps to safeguard the Confidential Information, including at a minimum, those steps that Consultant takes to safeguard its own Confidential Information, or not publish or disclose any Confidential Information to any third party including, without limitation, the existence of Client's engagement of Consultant, the nature of the Services, and the terms of this Agreement. Consultant shall be responsible for any disclosure or misuse of the Confidential Information that results from the Consultant's failure to safeguard the Confidential Information.

Notwithstanding the foregoing, Consultant acknowledges and shall comply with Florida's Public Records Act (Chapter 119, Florida Statutes) in its treatment of all public records as defined therein.

7. WORK PRODUCT. All work product, including but not limited to, materials, documents, drawings, designs, and other related work originated, prepared, or developed by Consultant pursuant to this

Agreement, and all inventions and all derivative works thereof (the "**Work Product**") shall be considered the property of, and shall belong exclusively to Client, or as may be agreed upon between Client and its client(s), the client(s). Consultant hereby assigns the rights to any and all copyrights, patents, trademarks, and other proprietary rights in the Work Product to Client and agrees to execute any documents reasonably requested by Client to evidence Client's rights in the Work Product and the conveyance of such rights to Client.

8. INTELLECTUAL PROPERTY. Client retains all rights, title, and interest in, and to, any and all programs, planning formats, templates, software, systems, trade secrets, copyrights, patents, and trademarks (the "**Intellectual Property**") that Client has developed, or develops, including Intellectual Property incorporated into Work Product, or utilized to provide Services.

9. RETURN OF INFORMATION. Upon the termination of the Services, or the termination of the Agreement, and upon Client's request, Consultant shall promptly deliver to Client all information in Consultant's possession, including but not limited to, documents, materials, manuals, and correspondence, such as emails, and faxes, that are maintained or produced in connection with the Services, as well as any and all Work Product in Consultant's possession.

10. INDEMNIFICATION. Consultant shall defend, indemnify, and hold Client and its client(s), and, its and their respective officers, directors, managers, members, employees, representatives, agents, and subcontractors, harmless from and against any and all claims, liability, suits, actions, damages, costs, losses, expenses (including attorney's fees), and demands relating to, or in connection with, bodily injury, sickness, diseases, or death of

Consultant, or damage or destruction of Consultant's property or loss of use resulting therefrom, arising out of any negligent acts or omissions of Consultant, its employees, representatives, agents, and subcontractors, in Consultant's performance of this Agreement.

Client shall defend, indemnify, and hold Consultant, and its managers, members, employees, representatives, agents, and subcontractors, harmless from and against any and all claims, liability, suits, actions, damages, costs, losses, expenses (including attorneys' fees), and demands relating to, or in connection with, claims against Consultant arising out of any negligent acts or omissions of Client, its employees, representatives, agents, and subcontractors, in Client's performance related to this Agreement.

11. RELEASE. Consultant hereby releases Client from, and against, any and all consequential, indirect, special, punitive, and exemplary damages.

12. INVOICING. Consultant shall invoice Client for Services rendered, and for reasonable out-of-pocket costs incurred in connection therewith. Unless otherwise agreed upon between the Client and Consultant in writing, Consultant shall submit all receipts for costs and expenses with the invoices, regardless of the amount of the costs and expenses or as directed by the project manager. Client, in its sole and absolute discretion, may determine that a cost and/or expense is not reasonable, and may deny payment for such cost and/or expense by providing notice to Consultant. To facilitate prompt payment of its invoices, Consultant shall submit weekly to Client in electronic form time sheet with a summary of the activities performed. One-week pay period is deemed to be Sunday through Saturday.

Consultant shall invoice for billable time electronically for each calendar month

after the end of the given calendar month. Unless otherwise agreed in writing between the parties, payment is due net 30 days after Client's receipt of the Consultant's approved invoice. Invoices for Reimbursable Expenses (as defined in Appendix C - Rates) will be submitted electronically monthly in arrears and payment is due net 30 days after Client's receipt of the Consultant's approved invoice. All invoices for Reimbursable Expenses shall include information required to comply with the Federal laws, regulations, and policies governing Federal reimbursement of disaster recovery-related expenditures and shall include a receipt to support each expense. Each invoice shall include the Client's Project Number as advised by the applicable Project Manager.

13. CURRENCY OF PAYMENT. Unless otherwise set forth in this Agreement, all payments shall be made in United States Dollars (\$US). Where exchange rates are involved, the rate of exchange between \$US and the other currency involved in the transaction shall be the rate of exchange as of the time the cost or expense is incurred, and in the case of a cash purchase, the exchange rate shall be the exchange rate incurred when purchasing the local currency. The date of each invoice shall be clearly marked on each invoice.

14. WAGES AND BENEFITS. Consultant shall be solely and fully responsible for the payment of wages and salaries for any of its employees, and for compliance with all applicable employment and labor laws, including but not limited to the Fair Labor Standards Act. Consultant acknowledges and agrees that neither Consultant nor any of its employees are entitled to participate in any employee benefits plan or arrangement, including health insurance, sponsored by Client for the benefit of its employees. Client shall not be responsible for providing any benefits to Consultant or its employees, except as specifically

agreed to in writing by the Parties. Further, Consultant waives any and all claims for any and all employee benefits provided by Client to its employees, including but not limited to its 401K plan, and any and all future benefits that may accrue to its employees.

15. TAX. Consultant hereby accepts responsibility for the withholding, depositing, reporting and payment of any federal, state and local income and/or employment tax or other taxes related to any payments or compensation. Accordingly, if a governmental or taxing authority, or a court of competent jurisdiction ultimately determines that Client has liability related to the withholding, depositing, reporting and payment of such taxes, Consultant agrees to reimburse and indemnify Client for any income and/or employment tax deficiency, penalty and/or interest charge assessed against Client for failure to withhold, deposit, report or pay such tax.

16. AUDIT. Client shall have access, at all reasonable times during the term of this Agreement and for three (3) years beyond the termination of the Agreement, to Consultant's books, materials, documents, and records to the extent necessary for auditing and verifying costs, expenses, and Services rendered pursuant to this Agreement.

17. Reserved

18. FORCE MAJEURE. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such

obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

19. GOVERNING LAW. The Agreement will be governed by the laws of the State of Florida, without reference to its rules relating to choice of law to the contrary. Each Party consents to the exclusive jurisdiction of state and federal courts located in Marion County, State of Florida, with respect to any claim arising under or by reason of the Agreement.

20. THIRD PARTY LITIGATION. In the event that any litigation, proceeding, or claim (including any investigation which may be preliminary thereto) involving the Services performed by Consultant is commenced by a third party, Consultant shall furnish, if compelled by law or upon the reasonable request of Client, such person or persons from Consultant's organization as are familiar with the matters embraced within the knowledge of Consultant's personnel to testify as witnesses and to provide Consultant's records and such other information and assistance in connection with such litigation, proceeding or claim (or investigation preliminary thereto). To the extent Consultant may be required, either by law or at the request of Client, to provide such testimony, records, information, or assistance, Client shall reimburse Consultant for the reasonable value of its services at its then prevailing rate for comparable work, based on the time expended, and for Consultant's out-of-pocket expenses incurred in connection therewith in accordance with the provisions of this Agreement.

21. CONFLICT OF INTEREST. Client acknowledges that Consultant provides similar services for a broad range of other clients and agrees that Consultant shall be free to work for other clients in matters that do not involve the use of any

Confidential Information or Work Product that has been disclosed by Client or its client(s) under the terms of this Agreement, or do not directly relate to the Services provided by the Consultant to Client under this Agreement.

22. NONSOLICITATION. Consultant agrees not to solicit or sell services substantially similar to those provided by Client to any client of Client for which Consultant has provided Services, for the period of Consultant's active engagement with any such client and for a period of one (1) year after the termination of the Agreement.

23. NONWAIVER. No waiver or any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

24. SEVERABILITY. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affect to the remaining provisions.

25. ASSIGNMENT. Neither Party may assign this Agreement without the written consent of the other Party, which shall not unreasonably be withheld. The Parties agree that an assignment by operation of law to a successor in interest of Client, a change of control and ownership of Client, or an assignment by Client to a parent, subsidiary, or affiliate of Client shall not be considered an assignment under this Agreement, and Client may engage in such assignment at its sole and absolute discretion.

26. DRAFTING PARTY. Each Party has reviewed this Agreement and any question of interpretation shall not be resolved by any rule of interpretation providing for interpretation against the

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drafting Party. This Agreement shall be construed as though drafted by both Parties.

27. CAPTIONS. The captions and headings of this agreement are intended for convenience and reference only, do not affect the construction or meaning of this agreement and further do not inform a Party of the covenants, terms or conditions of this Agreement or give full notice thereof.

28. ORDER OF PRECEDENCE. In the event of a conflict in the terms and conditions of this Agreement, the following order of

precedence shall apply: (1) The Consultant Agreement, (2) General Terms and Conditions (Appendix A), (3) Rates (Appendix C), (4) Services (Appendix B), (5) Task Orders (if applicable), and (6) Other Contract Documents

29. SURVIVABILITY. Sections 2, 4, 6, 7, 8, 9, 10, 11, 14, 15, 16, 18, 19, 20, 21, 22, 25, and 27 shall survive the termination of this Agreement.

30. FEMA CLAUSES. Article 33 of the HGAC Agreement.

APPENDIX B
Scope of Work

Consultant will perform, upon the request of the Client, the services as set out in the HGAC Contract which is attached hereto as Exhibit A.

APPENDIX C
Compensation

Compensation for services provided by Consultant will be paid by Client on a Time and Materials basis.

1. The Client shall pay Consultant for reimbursable expenses upon receipt of Consultant's itemized invoice in accordance with this Agreement. Consultant agrees to adhere to the General Services Administration (GSA) published rates to include disaster specific amendments. Consultant represents that GSA travel rules are adopted, utilized and eligible for reimbursement by FEMA.
2. Reimbursable expenses include the following:
 - a. Coach class air fare purchased at the lowest reasonably available rate and baggage fees, to include Consultant Deployment and Demobilization Travel;
 - b. Meals limited to the maximum current GSA per diem rate (receipts not required but will be supplied if FEMA requires same);
 - c. Lodging limited to the maximum current GSA per diem rate to include FEMA approved lodging waivers;
 - d. Consultant deployment and demobilization travel time will be reimbursed at ½ of the applicable hourly rate for the employee or approved Subconsultants while travelling;
 - e. Rotation airfare for Consultant employees or approved Subconsultants will be reimbursed based on the Consultant travel policy which limits each individual to a maximum of one (1) weekend trip every two (2) weeks, with up to one (1) trip up per quarter being a trip that can extend up to a week in duration; coach class air fare purchased at the lowest reasonably available rate plus baggage fees;
 - f. Mileage for Consultant privately owned vehicles at the current IRS rate of 55.5 cents per mile (subject to change);
 - g. Taxi, mid-size automobile rental expenses, parking, and related costs with applicable taxes; and
 - h. The ordinary and reasonable cost, including any sales tax Consultant is legally required to pay, for out-of-pocket copying, printing, postage, running computer analyses, messages, delivery services, long distance telephone calls, and materials and supplies costs, laundry, directly related to Consultant's performance under this Agreement.
 - i. The HGAC Rate card is included herein as Exhibit D.

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Exhibit D
Witt O'Brien's LLC
All Hazards Preparedness, Planning, Consulting & Recovery Services
Contract No.: HP08-21

LABOR CATEGORY	RATE
Response Specialist I	\$90.00
Response Specialist II	\$125.00
Response Specialist III	\$150.00
Response Specialist IV	\$170.00
Response Specialist V	\$185.00
Response Specialist VI	\$200.00
Response Specialist VII	\$225.00
Damage Inspector I	\$90.00
Damage Inspector II	\$110.00
Damage Inspector III	\$125.00
Damage Inspector IV	\$135.00
Damage Inspector V	\$150.00
Expert Testimony	\$500.00
Project Executive I	\$225.00
Project Executive II	\$250.00
Project Executive III	\$300.00
Subject Matter Expert I	\$170.00
Subject Matter Expert II	\$190.00
Subject Matter Expert III	\$225.00
Subject Matter Expert IV	\$260.00
Subject Matter Expert V	\$350.00
Project Manager I	\$150.00
Project Manager II	\$165.00
Project Manager III	\$180.00
Project Manager IV	\$200.00
Project Manager V	\$225.00
Project Manager VI	\$250.00
PROFESSIONAL CONSULTING SERVICES	
LABOR CATEGORY	RATE
Project Manager VII	\$275.00
Consultant I	\$90.00
Consultant II	\$110.00
Consultant III	\$125.00
Consultant IV	\$135.00
Consultant V	\$150.00
Consultant VI	\$175.00
Consultant VII	\$200.00
Consultant VIII	\$225.00
Technical Specialist I	\$135.00
Technical Specialist II	\$150.00

LABOR CATEGORY	RATE
Technical Specialist III	\$170.00
Technical Specialist IV	\$190.00
Technical Specialist V	\$225.00
Technical Specialist VI	\$240.00
Technical Specialist VII	\$260.00
Admin I	\$40.00
Admin II	\$52.50
Admin III	\$90.00
Admin IV	\$105.00
DEBRIS MONITORING SERVICES	
Sr. Debris Project Manager	\$75.00
Deputy Debris Project Manager	\$69.00
Project Coordinators	\$35.00
Operations Manager	\$55.00
GIS Analyst	\$45.00
Field Supervisors	\$48.00
Data Manager	\$50.00
Debris Site/Tower Monitors	\$33.00
Crew Monitors	\$33.00
Administrative Support Staff	\$28.00
Billing/Invoices Analyst	\$40.00

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SENT

01 / 19 / 2022

15:01:53 UTC-5

Sent for signature to Robert Batsel, Jr. (rbatsel@lawyersocala.com), Bill Kauffman (wkauffman@ocalafl.org) and Witt OBriens (kstouffer@wittobriens.com) from drobinson@ocalafl.org
IP: 68.202.183.1



VIEWED

01 / 21 / 2022

10:18:49 UTC-5

Viewed by Robert Batsel, Jr. (rbatsel@lawyersocala.com)
IP: 216.255.247.55



SIGNED

01 / 21 / 2022

10:52:48 UTC-5

Signed by Robert Batsel, Jr. (rbatsel@lawyersocala.com)
IP: 216.255.247.55



VIEWED

01 / 22 / 2022

17:57:43 UTC-5

Viewed by Bill Kauffman (wkauffman@ocalafl.org)
IP: 174.211.239.156



SIGNED






01 / 22 / 2022

17:58:09 UTC-5

Signed by Bill Kauffman (wkauffman@ocalafl.org)
IP: 174.211.239.156

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 VIEWED	01 / 22 / 2022 23:39:30 UTC-5	Viewed by Witt OBriens (kstouffer@wittobriens.com) IP: 216.109.161.37
 REASSIGNED	01 / 22 / 2022 23:42:19 UTC-5	The document has been reassigned by Witt OBriens (kstouffer@wittobriens.com) to Jonathan hoyes (jhoyes@wittobriens.com) IP: 108.71.189.2
 VIEWED	01 / 23 / 2022 11:37:35 UTC-5	Viewed by Jonathan hoyes (jhoyes@wittobriens.com) IP: 176.223.104.130
 SIGNED	01 / 23 / 2022 11:38:51 UTC-5	Signed by Jonathan hoyes (jhoyes@wittobriens.com) IP: 71.232.107.104
 COMPLETED	01 / 23 / 2022 11:38:51 UTC-5	The document has been completed.