

**AGREEMENT FOR DRAINAGE RETENTION AREA AQUATIC WEED CONTROL SERVICES**

THIS AGREEMENT FOR DRAINAGE RETENTION AREA AQUATIC WEED CONTROL SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ROCKHOPPER SERVICES, INC.**, a for-profit corporation duly organized and authorized to do business in the State of Florida (EIN: 59-3182225) ("Contractor").

**WHEREAS**, on April 20, 2021, City issued an Invitation to Bid ("ITB") for the provision of drainage retention area aquatic weed control services, ITB No.: PWD/210161 (the "Solicitation"); and

**WHEREAS**, a total of 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 Rockhopper Services, Inc. was found to be the lowest; and

**WHEREAS**, Rockhopper Services, Inc. was chosen as the intended awardee to provide drainage retention area aquatic weed control services (the "Project"); and

**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. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. 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.

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

- Exhibit A: Scope of Work (A-1 through A-3)
- Exhibit B: Price Proposal (B-1)
- Exhibit C: Aquatic Treatment Map (C-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, then (3) Exhibit C.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** Contractor shall be paid a maximum limiting amount of **ONE HUNDRED FIFTEEN THOUSAND, FOUR HUNDRED FIFTY-TWO AND NO/100 DOLLARS (\$115,452)** over the initial contract term in accordance with the pricing set forth in **Exhibit B – Price Proposal**. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.
  - A. **Invoice Submission.** All monthly invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **Public Works Department**, Attn: **Brian Herrick**, E-Mail: [bherrick@ocalafl.org](mailto:bherrick@ocalafl.org); Telephone: (352) 351-6927.
  - B. **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.
  - 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 Contractor; (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 Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
  - D. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate 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. 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 materials listed herein.

5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **JUNE 2, 2021** and continue in effect through and including **JUNE 1, 2024**. This Agreement may be renewed for up to **TWO (2)** additional **ONE-YEAR** (1-year) periods by written consent between City and Contractor. Renewals shall be subject to a maximum negotiated pricing increase, upon the written agreement of City, of **no more than THREE PERCENT (3%)** above the pricing set forth in **Exhibit B – Price Proposal**.
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, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, pandemics, 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.
7. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor 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. All services, work, and materials provided by Contractor under this Agreement shall be provided under the direction and 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 Contractor 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 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, or procedures of construction or safety precautions or programs incident Contractor’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 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 set forth in the specifications of the Agreement;
- (2) Contractor provides material that does not meet the specifications of the Agreement;
- (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
- (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that 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 that 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 vendor to complete the required work in accordance with the needs of City;
  - (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
  - (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; 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 Contractor 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, 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) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.
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 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.

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

- A. Contractor 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 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, and 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 that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
- D. 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.
- E. 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 vendor list following a conviction of a public entity crime. Contractor 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..." Contractor 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.

12. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

- A. Contractor 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. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures, and safety precautions or programs incident thereto.
  - C. Contractor shall be responsible to see that the finished work complies accurately with the contract 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, and be responsible for all costs associated with same.
  - E. 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. **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 Contractor 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.** City or its Representative shall issue all communications to Contractor. 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.
15. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial automobile liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Contractor with a combined limit of not less than One Hundred Thousand Dollars (\$100,000) for bodily injury and Three Hundred Thousand Dollars (\$300,000) for property damage for each accident.
16. **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 One 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.

17. **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. Contractor is not required to name City as an additional insured under the policies, but a subrogation waiver endorsement is required. **Exceptions and exemptions may be allowed by City’s HR/Risk Director, so long as they are in accordance with Florida Statute.**

18. **POLLUTION LIABILITY INSURANCE.** If not otherwise included in Contractor’s Commercial General Liability Insurance coverage, Contractor shall procure and maintain, for a period of **THREE (3)** years after final completion of the Work under this Agreement, pollution liability insurance coverage for claims arising from the discharge, dispersal, release, or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water, including groundwater, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit. This shall include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for the investigation, defense, or settlement of claims.

19. **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's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City. Contractor is responsible for the amount of any deductible or self-insured retention.
- 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 as the certificate holder should be: **City of Ocala, Contracting Department- 3<sup>rd</sup> Floor, 110 SE Watula Ave, Ocala, FL 34471, e-mail: [vendors@ocalafl.org](mailto:vendors@ocalafl.org)**. 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 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.
  - F. Exceptions and exemptions to these insurance requirements may be allowed at the discretion of the City's HR/Risk Director on a case-by-case basis and evidenced by a separate waiver attached to this Agreement and incorporated herein.
20. **SAFETY/ENVIRONMENTAL**. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. 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.

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.

21. **TRAFFIC CONTROL AND BARRICADES.** Contractor shall mitigate impact on local traffic conditions to all extents possible. Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.
22. **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.
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 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.
24. **DELAYS AND DAMAGES.** The Contractor 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 Contractor 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.

25. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, 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. Contractor 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. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
26. **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.
27. **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.
28. **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.
29. **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 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.

30. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, 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 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 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 Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO 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](mailto:clerk@ocalafl.org); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

31. **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.

32. **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.
33. **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.
34. **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 Ocala Procurement Department.
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. **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.
37. **INDEMNITY.** Contractor 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



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.

41. **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.

42. **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.

43. **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.

44. **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.
45. **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.
46. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
47. **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.
48. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
49. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
50. **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.
51. **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.

52. **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 06 / 04 / 2021.

**ATTEST:**

**CITY OF OCALA**

*Angel B. Jacobs*  
Angel B. Jacobs  
City Clerk

*Justin Grabelle*  
Justin Grabelle  
City Council President

**Approved as to form and legality:**

**ROCKHOPPER SERVICES, INC.**

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

*Lewis F Collins*

By: Lewis F Collins  
(Printed Name)

Title: President  
(Vice President or higher)

Contractor shall furnish all supervision, supplies, materials, labor and equipment necessary for performing all work in connection with the chemical/pesticide application, biological treatment, or mechanical removal of aquatic weeds in City drainage retention areas (DRAs). All chemical treatments shall include only registered, approved herbicides used in strict accordance with label directions and be applied by a Florida licensed applicator.

All work shall be coordinated with City Project Manager, Brian Herrick, 352-351-6927, e-mail: [bherrick@ocalafl.org](mailto:bherrick@ocalafl.org).

### Schedule of Work

Treatment of retention ponds shall be performed monthly. Maintenance treatment shall consist of inspections and treatment as often as necessary to accomplish progressive weed destruction and control, but not more than thirty (30) days shall elapse between treatments unless otherwise approved by the City. If Contractor fails to keep the noxious/exotic (N/E) growth under control, physical removal shall be performed at Contractor's expense.

### Maintenance Treatment and Minimum Maintenance Standards

The work shall include, but not be limited to, the following minimum maintenance standards:

- Areas that have a Stormwater Pump Station, Drainage Well, City Park/Golf Course or are adjacent to residential areas require additional maintenance for aesthetics. These operations include, but are not limited to, the removal and/or eradication of water encompassing, cattails, broadleaf weeds, hydrilla, hygrophilous, torpedo grass and other waterborne plants, including algae and duck weed.
- Maintenance treatment shall consist of inspection and treatment as often as necessary to accomplish progressive weed destruction and control, but not more than thirty (30) days shall elapse between treatments unless otherwise approved by the City.
- City shall be notified prior to each treatment on where the location of the treatment is to take place, including the date and time.
- Only approved chemicals shall be used in the performance of work under this Agreement. In the event a chemical is banned by a governing agency of the State of Florida during the term of this Agreement, Contractor shall continue work using another approved chemical and immediately notify City.
- A list of all chemicals to be used, rates of application (to avoid fish kills), and intended time-use restrictions to be observed shall be submitted with the service report. Drift control agents

shall be used in areas where herbicides are being applied on or above the water surface to avoid drift onto surrounding vegetation.

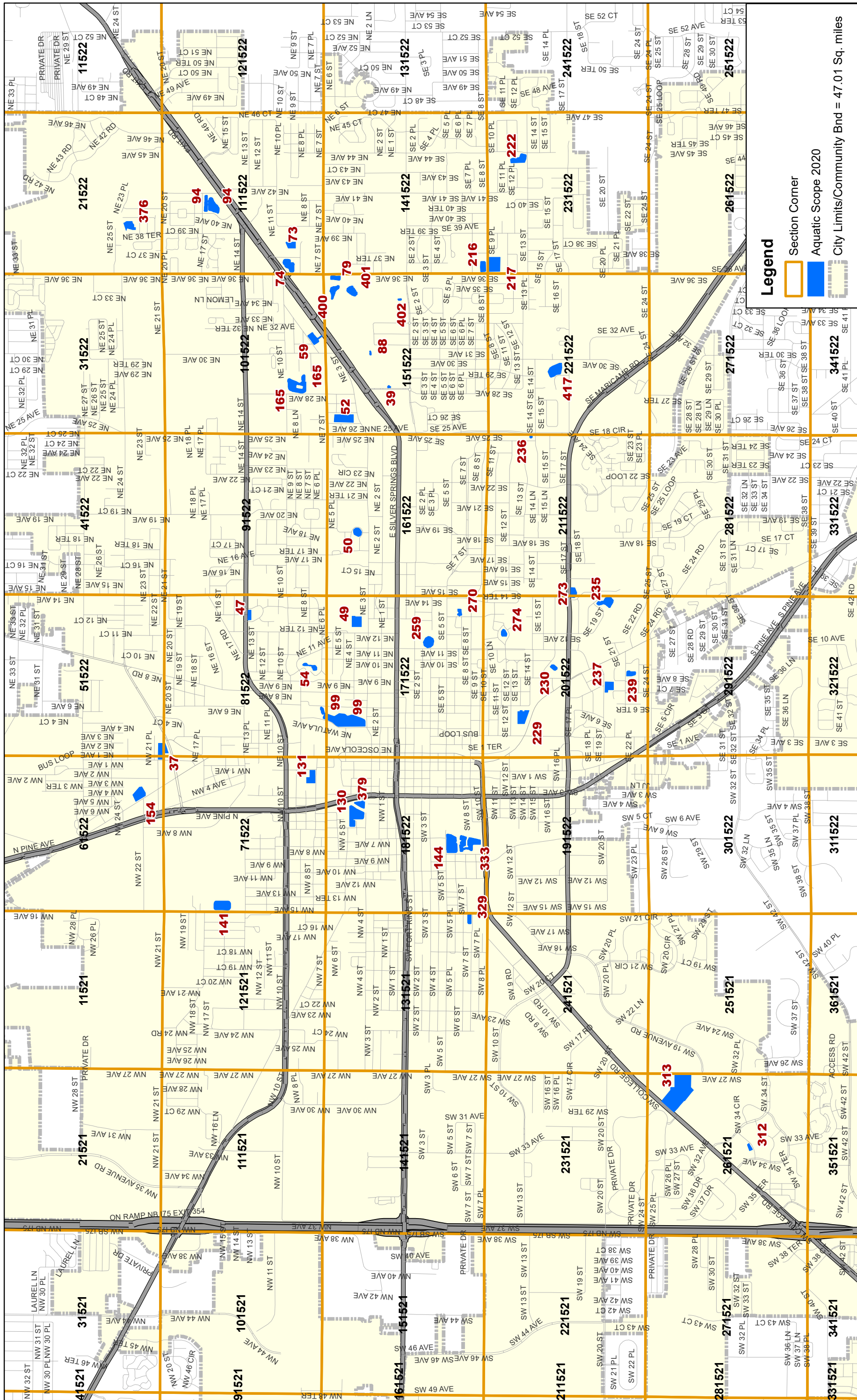
- Contractor shall demonstrate competence in distinguishing between beneficial species and noxious invasive species. If any planted species are removed or destroyed due to Contractor's performance, it shall be Contractor's responsibility to replace them, in kind, at its own expense, in a timely fashion, when chemical residue has subsided and is safe to do so. This includes lawns and shrubbery.
- During each treatment, Contractor shall remove all visible debris, litter, etc. from the waterways and legally dispose of such material.
- The percentage of area that require manual removal may vary depending on the state of excessive weed growth. This function shall be provided on an as-needed basis.
- Following each visit, a report will be prepared and submitted to the City Project Manager detailing all maintenance activities including: time, dates, locations, target species, amount and type of any herbicide applications, names of personnel, general site conditions including estimated temperature and wind speed/direction.
- Contractor shall be responsible for inspecting all DRAs and insuring the maintenance plan is providing adequate control of submerged vegetation, grasses, N/E and algae.
- Treatments and maintenance shall be as needed to achieve the desired condition of grass, N/E and algae free DRA. If a DRA is not at an acceptable level of maintenance, the Contractor shall do whatever is necessary (physical removal, etc.) as often as necessary until the DRAs are acceptable.

It is estimated that the frequency and guidelines set forth in this Scope of Work will provide the quality desired, however, in the event it does not, Contractor agrees to provide such reasonable additional services without further compensation. Satisfactory performance of work under this Agreement shall be based on these maintenance specifications as measured by the City Project Manager in his discretion. The determination of satisfactory performance shall be based upon the satisfactory appearance of the DRA, not whether anticipated projections of cycle frequencies have been performed. The appearance and quality of the DRA will be reviewed on a periodic basis by the City Project Manager.

Contractor performance shall be evaluated and adjustments to the technical maintenance specification, if required, shall be made. It is recognized that at times, the development of new areas will damage or deter the maintaining of existing areas. Seasonal weather difference may

cause some variation in characteristics and that different stages during the care cycle may vary from the desired appearance.







| DRA #                 | Address  | DRA # + Section | Drainage Wells | Pump Stations | Parcel #     | Acres         | Treatment Cost | 12 Treatments      |
|-----------------------|--|-----------------|----------------|---------------|--------------|---------------|----------------|--------------------|
| 154                   | 2300 N MAGNOLIA AVE (Toms Park)                                  | 061522-154      |                |               | 25292-000-00 | 2.71          | \$73.00        | \$876.00           |
| 141                   | 1600 BLK NW MLK JR AVE SOUTH HOLE                                | 071522-141      |                |               | 25570-000-00 | 3.59          | \$97.00        | \$1,164.00         |
| 417                   | Nature Park SE 30TH AVE & SE 17TH ST                             | 221522-417      |                | X             | 20509-000-14 | 3.26          | \$88.00        | \$1,056.00         |
| 99                    | NE 3RD ST & NE WATULA AVE (Tuscawilla Park)                      | 171522-99       | X              |               | 28220-000-00 | 10.15         | \$275.00       | \$3,300.00         |
| 54                    | NE 10 <sup>th</sup> Ave & NE 6 <sup>th</sup> St (Chazal Park)    | 081522-54       | X              |               | 2614-014-000 | 0.91          | \$27.00        | \$324.00           |
| 333                   | SW 9TH AVE & SW 7TH ST (EL Foster Park)                          | 181522-333      |                |               | 2850+000-000 | 4.56          | \$123.00       | \$1,476.00         |
| 144                   | SW 5TH ST & SW 9TH AVE (EL Foster Park)                          | 181522-144      |                |               | 2850+000-000 | 4.6           | \$124.00       | \$1,488.00         |
| 274                   | SE 12TH ST & SE 12TH CT NW CORNER (Scotty Andrews Park)          | 201522-274      | X              |               | 2897-000-000 | 0.79          | \$27.00        | \$324.00           |
| 273                   | SE 17TH ST & SE 14TH AVE SE CORNER (Ritterhoff Park)             | 211522-273      |                |               | 2861-000-000 | 1.3           | \$41.00        | \$492.00           |
| 239                   | SE 8TH AVE & SE 22ND ST SE CORNER (Fisher Park)                  | 201522-239      |                |               | 30490-000-00 | 0.98          | \$27.00        | \$324.00           |
| 79                    | Muni Golf Course NE 36th Ave/NE 7th St                           | 151522-79       |                |               | 28105-000-00 | 0.96          | \$27.00        | \$324.00           |
| 400                   | Muni Golf Course Hole #1 Green                                   | 151522-400      |                |               | 28105-000-00 | 1.59          | \$42.00        | \$504.00           |
| 401                   | Muni Golf Course Hole #5 Green                                   | 151522-401      | X              |               | 28105-000-00 | 1.7           | \$45.00        | \$540.00           |
| 88                    | Muni G.C NE 2nd Pl. & NE 31st Ave                                | 151522-88       |                |               | 2782-000-000 | 0.16          | \$27.00        | \$324.00           |
| 402                   | 3301 NE FT KING ST - DRA NEXT TO MARION SPRINGS (Ft King Tennis) | 151522-402      |                |               | 28105-000-00 | 0.14          | \$27.00        | \$324.00           |
| 94                    | NE 40th Ave & NE 17th Pl (Silver Pines Park)                     | 111522-94       |                |               | 27294-003-00 | 4.08          | \$110.00       | \$1,320.00         |
| 52                    | NE 6TH ST & NE 26TH AVE  | 151522-52       |                | X             | 2813-003-005 | 3.49          | \$94.00        | \$1,128.00         |
| 47                    | NE 14TH ST @ 1200 BLK  | 081522-47       |                |               | 26021+000-01 | 0.79          | \$27.00        | \$324.00           |
| 50                    | NE 18TH AVE & NE 4TH ST  | 161522-50       | X              | X             | 2830-000-013 | 1.33          | \$35.00        | \$420.00           |
| 216                   | SE 8TH ST & SE 36TH AVE NORTH SIDE                               | 141522-216      |                |               | 27706-000-00 | 1.3           | \$35.00        | \$420.00           |
| 217                   | SE 8TH ST & SE 36TH AVE EAST SIDE                                | 231522-217      |                |               | 29640-001-00 | 4.06          | \$109.00       | \$1,308.00         |
| 236                   | SE 25TH AVE & SE 14TH ST   | 211522-236      |                |               | 2940+006-004 | 0.15          | \$27.00        | \$324.00           |
| 237                   | SE 19TH ST & SE 7TH AVE  | 201522-237      |                |               | 2920+007-000 | 1.78          | \$48.00        | \$576.00           |
| 59                    | NE 7TH LN & NE 31ST AVE BEHIND WENDYS ON SR 40                   | 101522-59       |                | X             | 2690-005-004 | 1.85          | \$50.00        | \$600.00           |
| 379                   | NW 4TH TERR & NW 4TH ST (OLD CITY YARD PH 2)                     | 181522-379      |                |               | 28481-000-00 | 1.21          | \$32.00        | \$384.00           |
| 130                   | 511 NW 4TH ST  | 181522-130      |                | X             | 2865-014-002 | 4.6           | \$124.00       | \$1,488.00         |
| 312                   | SR 200 @ 3400 BLK  | 261521-312      |                |               | 2372+001-001 | 0.45          | \$27.00        | \$324.00           |
| 37                    | NE JACKSONVILLE RD @ NE 20TH ST                                  | 051522-37       |                |               | 25116+007-00 | 2.73          | \$73.00        | \$876.00           |
| 259                   | 251 SE 11TH AVE  | 171522-259      |                |               | 28362-061-03 | 2.23          | \$60.00        | \$720.00           |
| 39                    | 105 NE 28TH AVE MUNI GOLF COURSE                                 | 151522-39       |                |               | 2782-000-000 | 0.15          | \$27.00        | \$324.00           |
| 222                   | SE 13TH ST & SE 44TH AVE   | 231522-222      |                |               | 2957+005-008 | 2.28          | \$61.00        | \$732.00           |
| 229                   | SE 3RD AVE & SE MAGNOLIA EXT                                     | 201522-229      |                |               | 2918-006-000 | 2.75          | \$74.00        | \$888.00           |
| 230                   | SE 16TH ST & SE 10TH AVE   | 201522-230      |                |               | 2937-010-005 | 0.65          | \$27.00        | \$324.00           |
| 235                   | SE 18TH PL & SE 19TH ST  | 201522-235      |                |               | 28623+000-00 | 2.36          | \$63.00        | \$756.00           |
| 49                    | 1247 NE 3RD ST S OF WYOMINA PARK ELEM                            | 171522-49       | X              |               | 28403-000-00 | 2.37          | \$63.00        | \$756.00           |
| 131                   | 103 NW 8TH ST  | 071522-131      | X              |               | 26100+001-02 | 2.13          | \$57.00        | \$684.00           |
| 329                   | EAST OF 1657 SW 7TH ST   | 131521-329      |                |               | 22730-000-00 | 0.81          | \$27.00        | \$324.00           |
| 74                    | NE SILVER SPRINGS BLVD 3600 BLK                                  | 111522-74       |                |               | 27311-000-00 | 2.37          | \$63.00        | \$756.00           |
| 73                    | NE 8TH PL AT 3700 BLK  | 111522-73       |                |               | 2731+005-000 | 1.28          | \$34.00        | \$408.00           |
| 376                   | WELLINGTON STATION NE 21ST ST 3800 BLK                           | 021522-376      |                |               | 2423+000-004 | 1.75          | \$47.00        | \$564.00           |
| 270                   | Tunipseed Park SE 13th Ave & SE 7th St                           | 171522-270      | X              |               | 2836-001-007 | 0.58          | \$27.00        | \$324.00           |
| 165                   | Jim Kirk Park 2913 NE 9th St                                     | 101522-165      |                |               | 26786+000-00 | 4.71          | \$127.00       | \$1,524.00         |
| 313                   | 2700 SW 27th Ave (Mall)  | 261521-313      |                |               | 23726+000-00 | 15.51         | \$418.00       | \$5,016.00         |
| 87                    | Tuscawilla Park West Pond  | 171522-99       | X              |               | 28237-007-00 | 6.34          | \$171.00       | \$2,052.00         |
| <b>Annual Totals:</b> |  |                 |                |               |              | <b>113.49</b> |                | <b>\$38,484.00</b> |



|                                |  |
|--------------------------------|--|
| <b>TITLE</b>                   | For Signature: Agreement for DRA Aquatic Weed Control... |
| <b>FILE NAME</b>               | For Signatures - ...vices Inc ..._.pdf                   |
| <b>DOCUMENT ID</b>             | ef1efc5e80f4c4efbe2205ebacaadfb91eb80ea0                 |
| <b>AUDIT TRAIL DATE FORMAT</b> | MM / DD / YYYY   |
| <b>STATUS</b>                  | ● Completed  |

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## Document History

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|--|---|--|
| <br>SENT        | <b>05 / 10 / 2021</b><br>10:23:15 UTC-5 | Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) and Rockhopper Services, Inc. (rockhopper@hughes.net) from plewis@ocalafl.org<br>IP: 67.231.55.34 |
| <br>VIEWED      | <b>05 / 10 / 2021</b><br>12:54:18 UTC-5 | Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)<br>IP: 216.255.247.51   |
| <br>SIGNED    | <b>05 / 10 / 2021</b><br>12:56:26 UTC-5 | Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)<br>IP: 216.255.247.51   |
| <br>VIEWED    | <b>05 / 10 / 2021</b><br>13:06:33 UTC-5 | Viewed by Rockhopper Services, Inc. (rockhopper@hughes.net)<br>IP: 172.56.4.231  |
| <br>SIGNED    | <b>05 / 10 / 2021</b><br>13:10:02 UTC-5 | Signed by Rockhopper Services, Inc. (rockhopper@hughes.net)<br>IP: 172.56.4.231  |
| <br>COMPLETED | <b>05 / 10 / 2021</b><br>13:10:02 UTC-5 | The document has been completed.   |

|                                |   |
|--------------------------------|---|
| <b>TITLE</b>                   | For Signature: DRA Aquatic Weed Control Services... |
| <b>FILE NAME</b>               | FOR COUNCIL - DRA... - PWD 210161.pdf               |
| <b>DOCUMENT ID</b>             | f3e4a5b4d478e73f97f872d34f2136337d627e34            |
| <b>AUDIT TRAIL DATE FORMAT</b> | MM / DD / YYYY                                      |
| <b>STATUS</b>                  | ● Completed   |

## Document History



SENT

**06 / 03 / 2021**

10:59:51 UTC-4

Sent for signature to Justin Grabelle (jgrabelle@ocalaf1.org) and Angel B. Jacobs (ajacobs@ocalaf1.org) from plewis@ocalaf1.org  
IP: 67.231.55.34



VIEWED

**06 / 04 / 2021**

11:15:06 UTC-4

Viewed by Justin Grabelle (jgrabelle@ocalaf1.org)  
IP: 64.238.190.30



SIGNED

**06 / 04 / 2021**

11:15:19 UTC-4

Signed by Justin Grabelle (jgrabelle@ocalaf1.org)  
IP: 64.238.190.30



VIEWED

**06 / 04 / 2021**

11:26:45 UTC-4

Viewed by Angel B. Jacobs (ajacobs@ocalaf1.org)  
IP: 216.255.240.104



SIGNED

**06 / 04 / 2021**

11:26:58 UTC-4

Signed by Angel B. Jacobs (ajacobs@ocalaf1.org)  
IP: 216.255.240.104



COMPLETED

**06 / 04 / 2021**

11:26:58 UTC-4

The document has been completed.