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RESEARCH

Ocala/Marion County VCB

Visitor Tracking & Economic Impact Study Contract Agreement

This Agreement is entered into, as of the date of execution by the last party below, by and between DOWNS & ST. GERMAIN RESEARCH, INC., 2992 Habersham Dr., Tallahassee, FL 32309, FEIN 59-2998952 ("CONTRACTOR") and MARION COUNTY, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 ("COUNTY"), for COUNTY Project 24BE-007, and COUNTY and FIRM hereby agreeing as follows:

In consideration of the mutual covenants and promises contained herein, COUNTY and CONTRACTOR (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Purpose

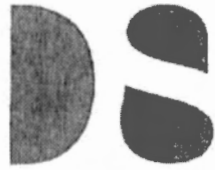
The purpose of this research will be to:

- Profile travel parties to Ocala/Marion County
- Track party size, length of stay, number of times visited
- Assess motivation for visiting Ocala/Marion County
- Determine likelihood of returning
- Define mode of transportation (drive vs. fly)
- Assess importance of vacation attributes
- Capture rating of Ocala/Marion County on vacation attributes
- Calculate daily expenditures & expenditures by category
- Investigate trip planning information
- Assess recall of promotions for Ocala/Marion County
- Determine the percentage of first-time visitors
- Provide trip satisfaction metrics
- Create a demographic profile of visitors
- Report origin markets of visitors
- Calculate direct spending and economic impact of tourism
- Calculate jobs and wages in Ocala/Marion County attributed to tourism
- Calculate number of visitors and room nights
- Provide other data upon request from the VCB

This data will be used to inform marketing of the destination and estimate the economic impact of tourism in Marion County.

Expanded Analyses and Additional Services

Beyond the scope, Downs & St. Germain Research will complete the following analyses as needed:



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- Percentage of Sales Tax collected in Marion County attributed to visitors
- Vacation rental analysis regarding potential additional tourist development tax (TDT) that may be available
- Tax savings for Ocala/Marion County household due to tourism
- Net benefit of tourism to Ocala/Marion County budget
- And provide the following services as needed:
- Strategic advisory services
- "On-call" status for questions to the VCB from reporters, Ocala/Marion County government officials, etc.

In previous iterations of this study, data collection was done every other year. Changing this to an annual study will allow data to be analyzed across multiple times to align with Ocala/Marion County VCB reporting periods.

In addition, Downs & St. Germain will integrate additional data from the following sources to give the VCB a better picture of the entire tourism ecosystem:

- Arrivalist (geolocation data)
- Key Data (Vacation Rental data)
- STR (hotel data)
- Other data sources as they become available
- VISIT FLORIDA data

The Downs & St. Germain Research Advantage

Downs & St. Germain Research currently works with 12 other county tourism offices in the state of Florida, Destinations Florida, and VISIT FLORIDA. This experience allows Downs & St. Germain Research the ability to provide insights to the Ocala/Marion County VCB that other firms cannot.

Downs & St. Germain Research will work with the Ocala/Marion County VCB to continuously monitor the research methodology and questionnaire and makes changes as necessary to meet the ever-changing needs of the VCB. In addition, Downs & St. Germain Research's work in other areas of the state will allow for changes learned in other areas to be applied to Ocala/Marion County to keep the research on the cutting edge.

Methodology

Intercept and internet interviews of visitors to Marion County. Sample size will be as follows:

- At least 500 interviews per quarter (intercepts and online)
- At least 1,000 interviews 6-month period (intercepts and online)



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Additional surveys can be conducted each quarter via internet surveys provided that sufficient visitor contact information is provided by Ocala/Marion County VCB and partner properties, events, etc.

This methodology is essentially the same as the Visitor Tracking & Economic Impact studies that we have completed for Marion County from 2014 to the present date.

Deliverables

Downs & St. Germain will deliver the following annually:

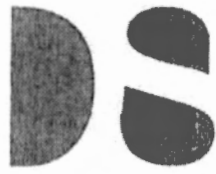
- Quarterly PowerPoint deck of Visitor Tracking Results
- Quarterly PowerPoint deck of Economic Impact Results
- 5 Event Economic Impact Reports (if 5 Event Economic Impact Reports are not requested by the County in a 12 month period, they will remain available to the County regardless of when they are conducted as long as the agreement is in effect.)
- Presentations of the above reports, if requested

Time Frame

- Data Collection to begin October 2023 through September 2026
- The term of this agreement shall commence upon execution and shall continue through September 30, 2026.
- Two years of optional renewals are available by mutual consent per this agreement, and if exercised, data collection will continue through September of 2028

Costs

- Year 1: \$60,000
- Year 2: \$62,500
- Year 3 and each renewal year thereafter: \$65,000
 - One quarter of the annual amount above shall be due at the end of each quarter
 - This amount reflects cost increases from previous contract between the parties due to:
 - Expanded analyses and scope of services detailed earlier
 - Inflation
 - Rising cost of work force
- If the Ocala/Marion County VCB requires additional Event Economic Impact Reports, beyond the 5 annual reports to be delivered included in this proposal, additional Event Economic Impact Reports can be completed for \$3,000 per event (provided the Visitor Tracking questionnaire is utilized).



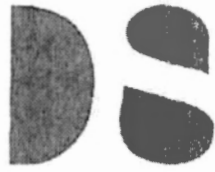
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Additional Optional Projects

Beyond the scope of the Visitor Tracking/Economic Impact Study, Downs & St. Germain Research has a wealth of experience completing other studies that will aid in Ocala/Marion County advancing tourism, better telling the story of tourism in Ocala/Marion County, and ultimately bringing more economic impact to the area. Study names and costs are included below:

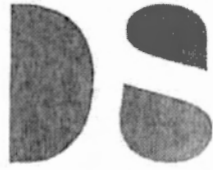
- Yearlong economic impact reports for World Equestrian Center (WEC) and Florida Aquatics Swimming and Training (FAST) that can be completed for \$5,000 per location per year
 - Both locations must provide access to Downs & St. Germain Research throughout the year. This access can be through allowing intercept interviewers onsite and/or sending out email surveys to venue attendees. Downs & St. Germain will work with each venue to best determine data collection logistics.
 - Both locations would also need to provide attendance and room nights estimates for the year
 - Downs & St. Germain Research will work with each venue to see if other data is available that would be useful in this analysis.
- Market Perception Study
 - Cost: \$30,000
 - This study is useful in understanding perceptions of the area from those who have not visited the area and what opportunities and barriers are in place related to visiting the area.
- Branding/Creative Focus Groups
 - \$12,000 per out of market focus group
 - This can provide feedback related to the brand or creative to gauge consumer reactions to the brand and creative. The emotional positioning of Ocala/Marion County in the minds of consumers can also be explored.
- Lifestyle Segmentation Study
 - \$45,000
 - Understand where Ocala/Marion County visitors consume media which will allow for better targeting of marketing campaigns.



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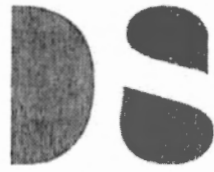
1. **Prompt Payment Act.** CONTRACTOR acknowledges that notwithstanding anything to the contrary set forth in the Agreement, COUNTY's obligations and responsibilities for payment and non-payment under the Agreement, including, but not limited to, the accrual of interest thereon if any, are governed by Chapter 218, Part VII, Florida Statutes, Local Government Prompt Payment Act (2023).
2. **Tax Exempt.** Notwithstanding anything to the contrary set forth in the Agreement, CONTRACTOR acknowledges receipt of COUNTY's Consumer Certificate of Exemption from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.
3. **Public Records Laws; Confidential and Exempt.** Notwithstanding anything to the contrary set forth in the Agreement, CONTRACTOR acknowledges COUNTY's duties under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2023), to provide public access to COUNTY's records and to hold them open for personal inspection and copying by any person. CONTRACTOR acknowledges that the Parties are required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, with regard to the Agreement and CONTRACTOR affirms that said laws supersede any contrary or inconsistent terms of the Agreement. As such, notwithstanding anything to the contrary set forth in the Agreement, the definitions of "Confidential" and/or "Proprietary" information, the Parties' abilities and obligations to disclose same, the methods for such disclosure, and the remedies, if any regarding same, shall be determined solely according to Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as those laws may be amended from time to time.
4. **Public Records Obligations.** If, under the Agreement, CONTRACTOR is providing services and is acting on behalf of COUNTY as provided under Section 119.011(2), Florida Statutes (2023), CONTRACTOR, shall:
 - A. Keep and maintain public records required by COUNTY to perform the service;
 - B. Upon request from COUNTY's custodian of records, provide COUNTY 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 Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to COUNTY; and,



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- D. Upon completion of the Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of the Agreement, 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 Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request from COUNTY's custodian of public records in a format that is compatible with the information technology systems of COUNTY.
5. **Unilateral Termination.** If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time or otherwise fails to comply with this Section, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes (2023) and may be subject to unilateral cancellation of the Agreement by COUNTY.
6. **Public Records Questions Contact.**
IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
Public Relations, 601 SE 25th Ave., Ocala, FL 34471
Phone: 352-438-2300 Fax: 352-438-2309
Email: PublicRelations@MarionFL.org
7. **Annual Appropriations.** CONTRACTOR acknowledges that during any fiscal year COUNTY shall not expend money, incur any liability, or enter into any agreement which, by its terms, includes the expenditure of money in excess of the amounts budgeted as available for expenditure. COUNTY's performance and obligation to pay CONTRACTOR under the Agreement are contingent upon annual appropriation being made for that purpose. If during the term of the Agreement, COUNTY does not make an annual appropriation necessary to continue its performance under the Agreement, COUNTY may terminate the Agreement upon the expiration of the funded fiscal year.
8. **E-Verify pursuant to § 448.095, Fla. Stat.** Section 448.095, Florida Statutes (2023), requires CONTRACTOR to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into the



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Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of the Agreement.

- A. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
- B. CONTRACTOR has agreed to perform in accordance with the requirements of this Section and agrees as follows:
 1. It certifies and assures COUNTY that CONTRACTOR is currently in full compliance with Section 448.095, Florida Statutes (2023), it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees.
 2. COUNTY shall immediately terminate the Agreement if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes (2023), that is, that CONTRACTOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
 3. When CONTRACTOR enters into a contract with an employee, a contractor or a subcontractor, CONTRACTOR shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
 4. CONTRACTOR shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.
 5. CONTRACTOR shall immediately terminate the Contracting Party if CONTRACTOR has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes (2023), as set forth above.
 6. If COUNTY has a good faith belief that CONTRACTOR's Contracting Party has knowingly violated Section 448.095, Florida Statutes (2023), but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the Contracting Party. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the Contracting Party. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
 7. If COUNTY terminates the Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date of termination.
 8. CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
 9. Any such termination under this Section is not a breach of the Agreement and may not be considered as such.



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10. CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
11. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of the Agreement and COUNTY may treat a failure to comply as a material breach of the Agreement.

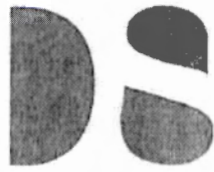
9. Scrutinized Companies pursuant to § 287.135, Fla. Stat.

A. Certification.

1. If the Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2023), or
 - b. Engaged in business operations in Cuba or Syria.
2. If the Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes (2023), or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars or more and CONTRACTOR meets any of the following criteria.

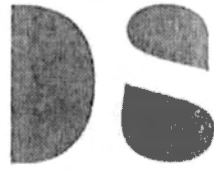
1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes (2023), or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes;



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- b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
 - c. Been engaged in business operations in Cuba or Syria.
 - 3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel.
 - 4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
 - c. Been engaged in business operations in Cuba or Syria.
 - C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.
 - 1. Was entered into or renewed on or after July 1, 2018, and
 - 2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel.
 - D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, Florida Statutes, as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.
10. **Discriminatory Vendor List, Convicted Vendor List, Antitrust Violator Vendor List.** CONTRACTOR certifies and assures COUNTY that CONTRACTOR and its affiliate, if any and as defined under the pertinent statutes, has not been placed on the Discriminatory Vendor List pursuant to Section 287.134, Florida Statutes (2023), the Convicted Vendor List pursuant to Section 287.133, Florida Statutes (2023), and the Antitrust Violator Vendor List pursuant to Section 287.137, Florida Statutes (2023). CONTRACTOR acknowledges that absent certain conditions set forth in the respective statutes, those that have been placed on such lists may not submit



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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 of real property to a public entity, may not be awarded or perform work as a contractor, supplier or subcontractor under a contract with a public entity, may not transact business with a public entity, and may not benefit from certain economic incentives.

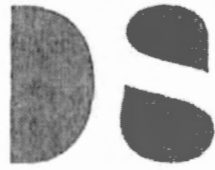
11. **Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything to the contrary set forth in the Agreement, COUNTY's obligation to indemnify CONTRACTOR, if any, for any reason or purpose, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2023). All liability of COUNTY shall be limited to the limits set forth therein, whether sounding in contract, tort, or otherwise. This Section shall survive the termination of the Agreement.
12. **Indemnification.** Notwithstanding anything to the contrary set forth in the Agreement, to the extent permitted by law CONTRACTOR shall indemnify, defend, and hold harmless, release, and forever discharge COUNTY and its officers, board members, employees, agents, and instrumentalities, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses settlements, judgments and awards and action of whatever kind or nature arising out of, relating to, or resulting from the performance of the Agreement, including a reasonable attorney's fees and costs (and a reasonable attorney's fee and costs on appeal as well as for litigating the issue of the amount of fees to be awarded) and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Agreement by CONTRACTOR, its employees, agents, or subcontractors, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of CONTRACTOR or anyone directly or indirectly employed by CONTRACTOR. CONTRACTOR expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend COUNTY and its officers, board members, employees, agents, and instrumentalities. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2023). Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require COUNTY to indemnify or insure CONTRACTOR for CONTRACTOR's negligence.



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13. **Rights of Third Parties.** Nothing in the Agreement, whether express or implied, is intended to confer any rights or remedies under or because of the Agreement on any persons other than the Parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in the Agreement is intended to relieve or discharge the obligation or liability of any third persons to any Party to the Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to the Agreement.
14. **Waiver.** Notwithstanding anything set forth to the contrary in the Agreement, no waiver of any default by either Party shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by either Party shall give the other Party any contractual right by custom, estoppel, or otherwise.
15. **Severability.** If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
16. **Attorneys' Fees.** Notwithstanding anything to the contrary set forth in the Agreement, if a civil action or other legal proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of the 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 or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, a reasonable attorneys' fees for litigating the issue of the amount of fees to be awarded, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges that would be reasonably billed by the attorney to the prevailing party. Such award is limited to only those instances involving a legal proceeding, not a collection effort.
17. **Applicable Law/Jurisdiction/Venue.** The Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. Notwithstanding anything to the contrary set forth in the Agreement, the venue for any legal

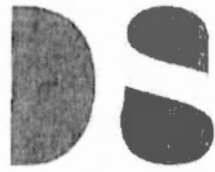


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proceeding arising out of the Agreement, shall be in the State or Federal courts of Marion County, Florida.

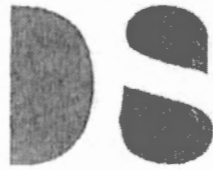
18. **Waiver of Jury Trial.** EACH PARTY HEREBY AGREES THAT IN ANY LITIGATION OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF THE AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE HAD BY A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS WAIVER.
19. **Survival.** Sections 11-18 of this Agreement shall survive the termination of the Agreement, or any duties or obligations thereunder, and shall be fully binding until any proceeding which may be brought under this Agreement is barred by the applicable statute of limitations. In addition, any other provisions, or parts thereof, of this Agreement which, by their nature, should survive termination or cancellation shall survive.
20. **Headings.** Section headings contained in this ATC are for convenience only and are not to be deemed or construed to be part of the Agreement.
21. **Authority to Execute Agreement.** The signature by any person to the Agreement and this ATC shall be deemed a personal warranty by that person that she/he has the full power and authority to bind the entity for which that person is signing.
22. **Transacting Business in Florida.** As of the date of entering this Agreement, CONTRACTOR represents that CONTRACTOR has been issued a certificate of authority issued by the Florida Department of State, required to transact business in Florida, pursuant to Section 607.1501, Florida Statutes, or a determination has been made by CONTRACTOR and its legal advisor that performance of this Agreement will not require any act constituting transacting business in Florida. In the event COUNTY, at its sole discretion, determines that CONTRACTOR is transacting business in Florida without a certificate of authority issued by the Florida Department of State, COUNTY may immediately terminate this Agreement. In the event of such termination, CONTRACTOR shall immediately repay all amounts provided to CONTRACTOR under this Agreement.
23. **Entire Agreement.** The Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersede any prior oral or written statements or



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agreements between the Parties related to such matters. Any amendment thereto shall be made in writing and signed by both Parties.

COPY



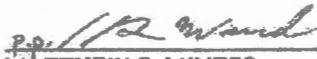
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IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below

ATTEST:

 9/19/2023
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

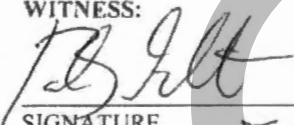
 9/19/23
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

MARION COUNTY, A
POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA

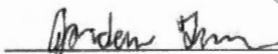
 9/19/2023
CRAIG CURRY DATE
CHAIRMAN

BCC APPROVED: April 4, 2023

WITNESS:


SIGNATURE
ROBERT FULTON
PRINTED NAME

WITNESS:


SIGNATURE
Jordan Turner
PRINTED NAME

DOWNES & ST. GERMAIN
RESEARCH, INC.

 9/20/23
BY: DATE
Joseph St. Germain
PRINTED:
President
ITS: (TITLE)