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Affidavit Check

CONTRACT EXECUTIVE OVERVIEW
(Non-Construction)

Vendor Name SBDC at UCF

Project Name: Management and Technical Assistance Services

Bid/Reference # Exempt

Contract Type: Master Services Agreement

Contract Value $ $75,000

Resolution # n/a

City Council Approval Date: n/a

Standard Contract Template (Y/N): y

If No, then Reviewed by City Attorney: n/a

Length of Contract: 1 year

Renewable (Y/N): yes

If Yes, # and length of renewals: 2 at one year each

City's Project Manager Phong Nguyen

Brief Description/Purpose:

Service Agreement for Management and Technical Assistance Services.

Approvals:

Responsible Dept. Director Signed by: Phong Nguyen 4B5A543157504A6... **Date:** Nov 9, 2026 | 4:47 PM EST

City Finance Signed by: Helena Alves 45... **Date:** Nov 10, 2026 | 8:31 AM EST

City Attorney Signed by: Marcus Duffy A5D9FD417... **Date:** Nov 12, 2026 | 10:27 AM EST

City Manager Mike McGlothlin D7DF1A254975438... **Date:** Nov 12, 2026 | 7:30 AM PST

Vendor Name and Email Address: Eunice Choi echoi@ucf.edu

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Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Dear Supplier,

Please review and sign the attached agreement via DocuSign.

In addition, please attach proof of insurance which is compliant with the insurance requirements set forth in the Agreement.

Thank you.

Regards,
City of Palm Coast
Budget & Procurement Office

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MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") **is** made and entered into this 12th day of November, 2026 ("Effective Date"), between THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES, an educational institute and public body corporate of the State of Florida, having an office at 3100 Technology Parkway, Suite 201, Orlando, Florida 32826 ("SUPPLIER" or "UCF") for the benefit of the Small Business Development Center ("SBDC"), and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **MANAGEMENT AND TECHNICAL ASSISTANCE SERVICES** from a competent and qualified supplier; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, and desires to render said services to CITY at the firm prices established herein and in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided . Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

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Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

D. Change Orders. No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.

E. Supplier Designated Representative/Key Personnel. SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

F. Intellectual Property. CITY hereby provides SUPPLIER a non-exclusive, royalty-free, fully paid up license to use any materials CITY provides pursuant to Exhibit C. SUPPLIER shall not use such materials in any manner other than for the provision of the Services.

CITY will receive title to any data or test results generated. As between the Parties, title to all other intellectual property including, without limitation, any inventions and discoveries conceived or first reduced to practive, all computer software, works, and material developed in the course of performance of the Services, whether or not protectable by patent, trade secret or copyright shall be owned by SUPPLIER.

Notwithstanding any other provision of this Agreement to the contrary, SUPPLIER reserves an irrevocable, nonexclusive, royalty-free, non-transferable license to make and use the intellectual property, data, and test results generated hereunder for educational and research and development activities practiced by SUPPLIER.

G. CITY Premises. At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.

H. Ownership of Deliverables. All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.

I. Acceptance Criteria. For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

A. Costs and Expenses. Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

B. Invoicing. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.

C. Payment Terms. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.

Upon receipt of invoice(s), payment shall be made to the University of Central Florida and remitted to the following address:

University of Central Florida
Contracts & Grants Payment
PO Box 160118
Orlando, FL 32816-0118

D. Financial Reconciliation. At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

E. Taxes. Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate on **December 31, 2027**. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Time-Only Extension for Re-Socilitation. In addition to the renewal options above, the City may, at its sole discretion, extend the Agreement for time only for the limited purpose of allowing continuity of services while the City completes a re-solictation, award, and transition for these services.

- This extension shall be non-material;
- Shall not exceed ninety (90) days in total
- This extension shall be a one-time extension that shall not be extended past ninety (90) days; and
- Shall invole no modification to pricing, scope of services, or any other material terms of the Agreement.

The Contractor shall continue performance at the existing contract rates and terms during any such time-only extension.

C. Termination By CITY.

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i. Termination Without Cause. Either Party hereunder may terminate this Agreement for any reason upon thirty (30) days written notice to the other. City will pay UCF only for those allowable costs that have accrued prior to the effective date of termination. City shall not be responsible for any costs, encumbrances, or non-cancellable obligations incurred or arising after the date of termination.

ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:

1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or

2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

D. Termination By SUPPLIER. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

E. Cooperation. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

F. Survivability. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. NO WARRANTIES.

UCF, AS A PUBLIC BODY CORPORATE AND NON-PROFIT EDUCATIONAL INSTITUTION, MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, NEITHER EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICES PERFORMED HEREUNDER AND ANY DELIVERABLES, TEST RESULTS, AND DATA RESULTING THEREFROM, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT DEFECTS THEREIN, AND THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, VALIDITY OF ANY INTELLECTUAL PROPERTY RIGHTS OR CLAIMS, OR NONINFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. IF CITY CHOOSES TO EXPLOIT SERVICES, DATA, TEST RESULTS, OR INTELLECTUAL PROPERTY IN ANY MANNER WHATSOEVER, IT DOES SO AT ITS OWN RISK. UCF EXPRESSLY RETAINS ALL RIGHTS, BENEFITS, AND

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IMMUNITIES OF SOVEREIGN IMMUNITY IN ACCORDANCE WITH SECTION 768.28, FLORIDA STATUTES.

5. SOVEREIGN IMMUNITY, ASSUMPTION OF RISK AND INSURANCE.

A. Assumption of Risk. Each Party to this Agreement is responsible for all personal injury and property damage attributable to the negligent act or omission of that Party and its officers, employees, and agents thereof.

In no event will either Party be responsible for any indirect, incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, regardless of whether a Party was advised or had reason to know of the possibility of incurring such damages in advance.

B. Sovereign Immunity. CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.

C. Insurance. SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

A. Any dispute between the Parties concerning this Agreement shall be decided in a court of competent jurisdiction.

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. AUTHORIZED REPRESENTATIVE. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

10. CHOICE OF LAW/JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.

11. COMPLIANCE WITH LAWS. The Parties agree to comply with all applicable federal, state, and city laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued

thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.087, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

D. Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

E. Contractor Preference. Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

a. The Contractor's political opinions, speech, or affiliations;
b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
c. The Contractor's lawful ownership of a firearm;
d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

F. Conflict of Interest.

i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.

ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The Exhibits attached to this Agreement are incorporated herein by reference. In the event of a conflict between the Exhibits and the terms and conditions of the Agreement, the Agreement shall prevail except as to the Management and Technical Assistance Services to be provided as per Exhibit "C". Each Exhibit referred to

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and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. **ENFORCEABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

14. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

15. **E-VERIFY REGISTRATION AND USE.** Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

    A. All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
    B. All persons (including subvendors/subsconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verity System during the term of the contract is a condition of the contract with the City of Palm Coast.

    By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

16. **EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

17. **INDEPENDENT CONTRACTOR**. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. INTERPRETATION. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

19. NOTICES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:	**FOR SUPPLIER:**
The City Manager	Eunice Choi
City of Palm Coast	University of Central Florida
160 Lake Avenue	3201 E. Colonial Dr. A20
Palm Coast, Florida 32164	Orlando, Florida 32803

20. ORDER OF PRECEDENCE. In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

21. PUBLIC RECORDS LAW.

A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and

iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE

AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

22. **SEVERABILITY**. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

23. **SUBCONTRACTORS.** In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

24. **WAIVER.** The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

25. **PUBLICITY.** Neither Party may use each other's name or trademarks in any promotion, statement, advertisement, press release, or communications to the general public or any third party without each other's express written consent. Any proposed public statement, advertisement, press release, or communications by either Party shall be submitted to the other Party for its review and written approval at least thirty (30) days prior to the planned dissemination or publication, unless otherwise required. Howver, nothing shall prohibit either Party from complying with Florida Statute 1004.22(22) regarding sponsored research activities.

26. **PUBLICATION.** Any research or research results generated in conjunction herewith shall be subject to unrestricted publication or dissemination provided that such publication or dissemination will not compromise the ability to file for patent rights or inadvertently divulge proprietary information of a Party.

27. **EXPORT CONTROL.** Each Party acknowledges that it is subject to and agrees to abide by the United States laws and regulations controlling the export or transfer of information, technical data, software, items, materials, mockups/prototypes, biological materials and other items, (including the Arms Export Control Act (AECA), as amended, an enumerated in the International Traffic Arms Regulations (ITAR), and the Export Control Reform Act (ECRA) as amended and enumerated in the Export Administration Regulations (EAR)). The transfer of such items and technical data may require a license from the cognizant agency of the U.S. Government or written assurances by City that it shall not export such items to certain foreign countries and/or foreign persons without prior approval of the cognizant agency. UCF neither represents that a license is or is not required or that, if required, it shall be issued.

28. **DAMAGES.** In no event shall SUPPLIER be responsible for any direct damages, indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, any materials or information provided by CITY to SUPPLIER, and regardless of whether SUPPLIER was advised or had reason to know of the possibility of incurring such damages in advance. The foregoing limitation of liability will survive any termination of this Agreement and will apply without regard to any other provision of this Agreement which may have been breached or have been proven ineffective.

29. **CONFIDENTIAL INFORMATION.** Should it be necessary for either Party to receive confidential information, the disclosing Party agrees to label in writing at the time of delivery that such information is confidential, or if given orally, recude to writing, clearly marked as confidential, and delivered within thirty (30) days of the oral disclosure to the receiving Party. The receiving Party and its personnel shall keep the confidential information confidential, and shall use procedural safeguards to the same extent as it does for its own information, but in no event less than reasonable care. Receiving Party agrees to use the confidential information solely for the purpose of carrying out the scope of work under this Agreement and not for any other purpose without prior written consent of the disclosing Party. It shall not be considered a breach of confidentiality to disclose the information that is:

    i. Already known to the receiving Party at the time of disclosure as evidenced by written record; or

ii. Generally available to the public or becomes available to the public through no fault of the receiving Party as evidenced by written record; or
iii. Developed independently of and without reference to the confidential information as evidenced by written record; or
iv. Received from a third party who had a legal right to dicslose such information without restriction as evidence by written record.

If required by applicable law, regulation, or judicial, administrative or legislative order, the receiving Party may disclose the confidential information it receives hereunder to comply with such requirement, provided that (a) the receiving Party shall, to the extent permitted by law, promptly notify the disclosing Party so that the disclosing Party may contest such disclosure, and (b) the receiving Party shall limit the scope of such disclosure to only such portion of the confidential information that it is legally required to disclose.

Upon written request of the disclosing Party, the receiving Party shall promptly return all the confidential information of the disclosing Party, together with all copies thereof provided, however, that receiving Party may retain one (1) copy of confidential information solely for its legal and archival purposes.

The confidental obligations set forth in this provision shall survive for a period of three (3) years from the date of disclosure. Notwithstanding anything to the contrary in this provision, any inventions disclosed under this Agreement shall be considered confidential information, whether labeled or not.

30. EQUIPMENT. UCF will be accountable for and hold title to all equipment purchased under this Agreement and will be responsible for employing it for the overall purpose of the project. UCF agrees to maintain sufficient records to enable City to fulfill its accountability. Each Party will be accountable for and keep title to all equipment it owns and utilizes under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

Signed by:
By: Mike McGlothlin
D7DF1A254975438...

Print Name: Michael McGlothlin

Title: City Manager

Date: Nov 12, 2026 | 7:30 AM PST

THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

Signed by:
By: Aaron Davis
(Authorized Signatory)

Print Name: Aaron Davis

Title: Contracts Officer III

Date: Nov 9, 2026 | 8:50 AM EST

Exhibits
A - Work Order Template Form
B - Insurance Requirements
C – Statement of Work / Price Schedule

Docusign Envelope ID: A82AC567-D347-80AA-83B6-187B0C45CA0D

Work Order # _____ PO# _____ Project Mgr. _____
(name)

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # N/A

Contract Resolution # _____ Work Order Resolution # N/A

TOTAL COST: $_____

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated _____ _____, _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION** (chose one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
3. **PRICING** (chose one): ____ ATTACHED _____ INCLUDED IN CONTRACT
4. **SCHEDULE** (chose one):_____ AS NEEDED BASIS ____ SHALL BE COMPLETED BY -____/____/20____
5. **DESCRIPTION OF SERVICES** (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** _____No _____ Yes If yes, identify:_____
7. **ORG CODE** **OBJ CODE** **PROJECT CODE** **VENDOR #**
8. **TIME IS OF THE ESSENCE**: The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT.** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on the date below written for execution by the CITY for the purposes stated herein.

DRAFT

SUPPLIER APPROVAL	CITY APPROVAL
By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: City Manager or Designee
Date: _____	Date: _____
Email: _____	

BPO Use Only:

Req #_____ Requisition Creator _____
(name)

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

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EXHIBIT B
Insurance Requirements

UCF participates in the State of Florida's State Risk Management Trust Fund for General Liability and Workers Compensation Coverage with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UCF. Under this program, UCF maintains General Liability coverage of $200,000 each person and $300,00 each occurrence, Workers' Compensation Insurance of $200,000 each person and $300,000 each occurrence and Fleet Automobile Liability coverage of $200,000 per person, $300,000 per occurrence and $10,000 personal injury per occurrence. UCF's insurance certificates can be viewed at http://compliance.ucf.edu/enterprise-risk-management/insurance/.

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EXHIBIT C
Statement of Work / Price Schedule

Management and Technical Assistance Services
The SBDC will provide individual consulting and training in the City of Palm Coast, Flagler County. Assistance will be provided by the SBDC staff, a hired Business Consultant, and when needed, outside professionals.

Consulting Services
The SBDC will offer confidential, no-cost professional business consulting for the City of Palm Coast businesses who want to grow, as well as individuals looking to start their own business. The services will be delivered by a business consultant. A meeting room at City Offices or other locations identified will be provided as needed for consulting sessions to ensure confidentiality of all information exchanged. Focus area include:

- Strategic Market Research
- Business Plan Development
- Capital Access and Loan Assistance
- Start-up Assistance

The SBDC will track economic impact, including job creation, job retention, sales growth, and loans approved, in its CRM.

Training
The SBDC will assess local entrepreneur and business owner needs and deliver relevant training, including workshops and webinars. Programs will be evaluated by participants to gauge content effectiveness and speaker quality. The SBDC will oversee all program aspects, including curriculum development, speaker selection, and material procurement. Sessions may be conducted in City offices, or virtually.

Reporting Activities
The SBDC will provide a quarterly report to the City Administrator that includes:

- Narrative
- Number of Consulting Hours and Number of Clients
- Economic Impact: Business Started, Jobs Created/Retained, Capital Counts and Amount, and Sales Increase

Reporting Schedule
The schedule for reporting is as follows:

Quarter	Q1	Q2	Q3	Q4
Due Date	4/15/2027	7/15/2027	10/15/2027	1/15/2028

Payment; Fixed Price.
City agrees to pay UCF **Seventy-Five Thousand U.S. Dollars ($75,000)** ("Fixed Price Amount") for the Services. Said sum is payable each quarter, beginning on April 15, 2027, in equal increments each quarter.

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FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

The University of Central Florida Board of Trustees is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Aaron Davis

Title: Contracts Officer III

Signature: Signed by: Aaron Davis 3069C78DEEE3441...

Date: Nov 9, 2026 | 8:50 AM EST

Docusign Envelope ID: A82AC567-D347-80AA-83B6-187B0C45CA0D

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

_____

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___ by _____ *[name of officer or agent, title of officer or agent]* of _____ *[name of contractor company acknowledging]*, a _____ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *[type of identification]* as identification.

[Notary Seal]

_____

Notary Public

_____

Name typed, printed or stamped

My Commission Expires: _____

Docusign Envelope ID: A82AC567-D347-80AA-83B6-187B0C45CA0D

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of _____

County of _____

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of _____ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: _____ Signed: _____

Entity: _____ Name: _____

Title: _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 202__, by _____.

Notary Signature

_____
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known_____
OR Produced Identification_____
Type of Identification Produced_____

Docusign Envelope ID: A82AC567-D347-80AA-83B6-187B0C45CA0D

CERTIFICATION REGARDING PROHIBITION AGAINST USE OF DIVERSITY, EQUITY AND INCLUSION MATERIAL

State of _____

County of _____

Pursuant to section 287.139, Florida Statutes, the undersigned, on behalf of _____ ("Entity"), hereby attests under penalty of perjury, that the Entity does not and will not use City funds awarded under this Contract to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595(1) and 166.04971(1), Florida Statutes. Entity understands and agrees with the following:

- This certification is a material condition of the award of the Contract.
- The Entity must maintain compliance with section 287.139, Florida Statutes, for the duration of the Contract.
- Failure to comply with this certification may result in termination of the Contract and any other remedies available under law.

The undersigned affirms that he or she is authorized to execute this certification on behalf of the Entity and that the statements made herein are true and correct.

Date: _____ Signed: _____

Entity: _____ Name: _____

Title: _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 202__, by _____.

Notary Signature

_____
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known_____
OR Produced Identification_____
Type of Identification Produced_____

Docusign Envelope ID: A82AC567-D347-80AA-83B6-187B0C45CA0D

UCF Self-Insurance Certificates can be viewed at: http://compliance.ucf.edu/enterprise-risk-management/insurance/

Docusign Envelope ID: A82AC567-D347-80AA-83B6-187B0C45CA0D

UCF Self-Insurance Certificates can be viewed at: http://compliance.ucf.edu/enterprise-risk-management/insurance/

Docusign Envelope ID: A82AC567-D347-80AA-83B6-187B0C45CA0D

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that The University of Central Florida *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of The University of Central Florida *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

Amber Thorne

Print Name: AMBER THORNE

Title: ASSOCIATE DIRECTOR, CONTRACTS

Date: 11/4/2026

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 4th day of November, 2026 by AMBER THORNE, ASSOCIATE DIRECTOR *[name of officer or agent, title of officer or agent]* of The University of Central Florida *[name of contractor company acknowledging]*, a public body Florida *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced Driver's License *[type of identification]* as identification.

Sarah J. McCaffrey

Notary Public

[Notary Seal]

Notary Public State of Florida
Sarah J. McCaffrey
My Commission HH 568811
Expires 7/9/2028

Sarah J. McCaffrey

Name typed, printed or stamped

My Commission Expires: 07/09/2028

Docusign Envelope ID: A82AC567-D347-80AA-83B6-187B0C45CA0D

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Orange

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of The University of Central Florida (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 11/4/2026

Signed: Amber Thorne

Entity: The University of Central Florida

Name: AMBER THORNE

Title: ASSOCIATE DIRECTOR, CONTRACTS

Sworn to (or affirmed) and subscribed before me this 4th day of November, 2026, by Amber Thorne.

Sarah J McCaffrey

Notary Signature

Sarah J. McCaffrey

PRINT, TYPE OR STAMP NAME OF NOTARY

Notary Public State of Florida
Sarah J. McCaffrey
My Commission HH 568811
Expires 7/9/2028

Personally known_____

OR Produced Identification ✓

Type of Identification Produced Drivers License

Docusign Envelope ID: A82AC567-D347-80AA-83B6-187B0C45CA0D

CERTIFICATION REGARDING PROHIBITION AGAINST USE OF DIVERSITY, EQUITY AND INCLUSION MATERIAL

State of Florida

County of Orange

Pursuant to section 287.139, Florida Statutes, the undersigned, on behalf of The University of Central Florida ("Entity"), hereby attests under penalty of perjury, that the Entity does not and will not use City funds awarded under this Contract to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595(1) and 166.04971(1), Florida Statutes. Entity understands and agrees with the following:

- This certification is a material condition of the award of the Contract.
- The Entity must maintain compliance with section 287.139, Florida Statutes, for the duration of the Contract.
- Failure to comply with this certification may result in termination of the Contract and any other remedies available under law.

The undersigned affirms that he or she is authorized to execute this certification on behalf of the Entity and that the statements made herein are true and correct.

Date: 11/4/2024

Signed: Amber Thorne

Entity: The University of Central Florida

Name: AMBER THORNE

Title: ASSOCIATE DIRECTOR, CONTRACTS

Sworn to (or affirmed) and subscribed before me this 4th day of November, 2026, by Amber Thorne.

Sarah J. McCaffrey

Notary Signature

Sarah J. McCaffrey

PRINT, TYPE OR STAMP NAME OF NOTARY

Notary Public State of Florida
Sarah J. McCaffrey
My Commission HH 568811
Expires 7/9/2028

Personally known ____

OR Produced Identification ✓

Type of Identification Produced Driver License