

## SERVICES AGREEMENT

THIS AGREEMENT is made this 17 day of NOV, 2025 by and between **Columbia County**, (hereinafter the "COUNTY"), whose address is P.O. Box 1529 Lake City, FL 32056, and MASTER PYRO DISPLAY LLC (hereinafter the "CONTRACTOR"), whose address is 3332 VICTORIA PARK RD, JACKSONVILLE FL 32216  
WHEREAS, the COUNTY desires to engage the CONTRACTOR to perform certain services for FIREWORKS DISPLAYS (hereinafter the "Project") under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, the COUNTY and the CONTRACTOR agree as follows:

1. Standard of Care – CONTRACTOR has represented to the COUNTY that it has the personnel and experience necessary to perform in a professional and workmanlike manner.  
CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.  
CONTRACTOR shall, at no additional cost to COUNTY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.  
CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.
2. Scope of Agreement. The CONTRACTOR'S relationship to the COUNTY shall be that of independent contractor, at all times this relationship shall be governed by and in strict compliance with the terms of this Agreement for Consultant Services and the scope of services included in RFQ 2025-X along with Contractor's Submittal to the Bid/RFP/RFQ.  
CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.  
COUNTY shall have no right to supervise the methods used, but COUNTY shall have the right to observe such performance.  
CONTRACTOR shall work closely with COUNTY in performing Services under this Agreement.  
The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien or any form of indebtedness and shall have no right to speak for or bind the COUNTY in any manner.  
CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

The CONTRACTOR hereby represents and warrant that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY. Failure of subcontractor to timely or properly perform its obligations shall not relieve CONTRACTOR of its obligations hereunder.

3. Term. The term of this agreement shall be three (3) years with the option to renew two (2) additional one (1) year terms for a total of (five) years. Contractor may notify the County of Contractor's desire not to renew this Agreement not fewer than 30 days prior to end of term, such that on the last day of that term this Agreement shall terminate and no renewal shall occur. This provision shall not be construed in any manner to require either party to renew this Agreement
4. Compensation.
  - a. Compensation for the services rendered is included in Exhibit A.
  - b. Anything to the contrary notwithstanding, no services undertaken by the CONTRACTOR or expenses incurred by the CONTRACTOR exceeding the identified fees and expenses have been approved in writing by the COUNTY in advance.
5. Additional Services. The CONTRACTOR shall provide services in addition to those described in task work orders only upon written request of the COUNTY. CONTRACTOR shall be compensated for all authorized additional services only on the basis agreed upon in writing at the time such services are authorized.
6. Invoices. Invoices will be submitted by the CONTRACTOR upon completion of the work described in task work orders. Invoices shall be submitted to Board of County Commissioners, P.O. Box 1529, Lake City, FL 32056. Each invoice shall be due and payable in accordance with the Florida Prompt Payment Act.
7. Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination the CONTRACTOR will be paid as hereinafter provided for all authorized services rendered to the date of such termination. The amount payable to the CONTRACTOR in the event of termination will be a pro rata amount of such fee, determined on the basis of the relationship of the

amount and value of the work performed prior to the CONTRACTOR'S receipt of notice of termination.

8. Insurance. The CONTRACTOR shall maintain the following insurance coverage:

- |                                       |             |
|---------------------------------------|-------------|
| - General Liability, Each Occurrence: | \$1,000,000 |
| - Aggregate:                          | \$2,000,000 |

This insurance coverage shall be evidenced by (1) delivery to the COUNTY of a Certificate of Insurance executed by the insurers and listing coverages and limits, expiration dates, and terms of policies and all endorsements, whether or not required by the COUNTY, and listing all carriers issuing said policies; and (2) upon request, a certified copy of each policy, including all endorsements. The insurance requirement shall remain in effect throughout the term of the Agreement.

Each insurance policy shall include the following conditions by endorsements to the policy:

- a. Except for workers' compensation as required by law and comprehensive automobile and truck liability insurance, each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the COUNTY by certified mail. CONTRACTOR shall also notify COUNTY, in like manner, within twenty-four (24) hours after receipt of any notices of expiration, cancellations, non-renewal, or material changes in coverage received by said CONTRACTOR from its insurer; and noting contained herein shall absolve CONTRACTOR of this requirement to provide notice.
- b. Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of CONTRACTOR.
- c. COUNTY shall be endorsed to the required policy, or policies, as an additional insured.

9. Indemnification

- a. Hold Harmless. The CONTRACTOR shall indemnify and hold COUNTY, its officers, and employees, harmless from and against (1) personal injury, bodily injury (including death) or property damages (including destruction) received, or (2) losses, penalties, damages, professional fees, including attorney fees and all cost of litigation and judgments arising out of any willful misconduct or any negligent act, error or omission of the CONTRACTOR, or its employees arising directly out of the performance of this Agreement or work performed hereunder, including any claims brought against the COUNTY, its officers and employees. Compliance with the insurance requirements in Section 10, Insurance, shall not relieve the CONTRACTOR of his liability and

obligations under any other portion of this Agreement. This section shall not apply to CONTRACTOR when losses, penalties, damages, professional fees, including attorney's fees and all costs of litigation and judgements arising out of the performance of this contract are caused by negligence of the COUNTY.

- b. Completeness and Accuracy of Deliverables. The CONTRACTOR shall be responsible for the completeness and accuracy of its services, deliverables, plans, supporting data, computer programs and data files and other documents and information prepared or compiled under its direction and control, and shall correct at its expense all errors or omissions therein which may be disclosed. The time, effort, and cost of the work necessary to correct those errors attributable to the CONTRACTOR shall be borne by the CONTRACTOR. The fact that the COUNTY has accepted or approved the CONTRACTOR'S services shall in no way relieve the CONTRACTOR of any of its responsibilities. This provision shall not apply to any maps, official records, contracts, or other data that may be provided by the COUNTY or public or semi-public agencies which the CONTRACTOR should reasonably expect to be accurate and which the CONTRACTOR could not reasonably be expected to know to be inaccurate.
  - c. Claims Against the COUNTY. The CONTRACTOR agrees that no charges or claim for damages shall be made by it for unreasonable delays or hindrances attributable to the COUNTY during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by the COUNTY by an extension of time for a reasonable period for the CONTRACTOR to complete the services. Such an agreement shall be made in writing between the parties.
10. Ownership of Documents. All documents including, but not limited to, computer files and the performance of this agreement, are to be instruments of service and copies delivered to the COUNTY before the final payment is made to the Contractor.
11. Non-discrimination.
- a. The CONTRACTOR agrees that he will not discriminate against any of his employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State Laws regarding non-discrimination. Any violation of such provisions shall constitute a material breach of this Agreement.
  - b. Immigration Affidavit Certification. Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States.

The E-Verify program, operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility verification requirements. CONTRACTORS are required to enroll in the E-Verify program within thirty (30) calendar days of contract award, and use E-Verify within thirty (30) calendar days thereafter to verify

employment eligibility of their employees assigned to the contract at the time of enrollment in E-Verify. Additionally, CONTRACTORS shall flow down the requirement to use E-Verify to their subcontracted vendors.

CONTRACTOR acknowledges and shall be fully responsible for complying with the provisions and regulations relating thereto, as either may be amended. Failure to comply with the laws referenced herein shall constitute a breach of agreement and the COUNTY and/or CONTRACTOR shall have the discretion to unilaterally terminate said agreement immediately.

12. Expenses of Litigation. In the event litigation in any way related to the services performed hereunder is initiated by one party to this Agreement against the other, the prevailing party shall be reimbursed by the other party its reasonable attorneys' fees and costs.

13. Controlling Laws. This Agreement is to be governed by the laws of the State of Florida, and venue shall rest solely in Columbia County, Florida.

14. Hazardous Substances. It is understood and agreed that in seeking the consultant services of the CONTRACTOR in this Agreement, the COUNTY does not request the CONTRACTOR to undertake uninsurable obligations involving or related in any manner to hazardous substances.

15. Binding Effect. This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

16. Merger Amendment. This Agreement constitutes the entire agreement between the COUNTY and the CONTRACTOR, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both the COUNTY and the CONTRACTOR.

17. Non-assignability. Neither party shall assign any rights or delegate any duties arising under this Agreement without prior written consent of the other party.

18. Severability. Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability, without invalidating the remaining provisions hereof.

19. Public Records. CONTRACTOR shall be required to cooperate with the COUNTY relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONTRACTOR shall comply with public records laws embodied in Chapter 119, Florida Statutes, and specifically shall:

- a. Keep and maintain public records required by the COUNTY in order to perform the Services.
- b. Upon request from the COUNTY provide the COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the COUNTY.
- 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 thereafter if the CONTRACTOR does not transfer all records to the COUNTY.
- d. Transfer, at no cost, to COUNTY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY. If the CONTRACTOR keeps and maintains public records upon the conclusion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records that would apply to the COUNTY.
- e. If CONTRACTOR does not comply with a public records request, the COUNTY shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the CONTRACTOR fails to provide records when requested, the CONTRACTOR may be subject to penalties under section 119.10 Florida Statutes, and reasonable costs of enforcement, including attorney fees.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: BCCADMIN@COLUMBIACOUNTYFLA.COM .**

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have caused this instrument to be signed by their respective duly authorized officers, all on the day and year first above written.

**COUNTY - BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_, Chairman

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk of Court

Date: \_\_\_\_\_

Form Approved by County Attorney\_\_\_\_\_

**CONTRACTOR-**

By:       *[Signature]*      

Date: 11/17/2025

BRIIAN ACOSTA, MANAGER

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Print/Type Name & Title

Witness:

Date: 11/17/2025

YORDIS TUDELA

## ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. 1

DATED 11/24/2025

ADDENDUM NO. 2

DATED 11/25/2025

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

Name of Firm: MASTER PYRO DISPLAY LLC

Authorized Signature: 

Printed Name: BRIIAN ACOSTA

Title: MANAGER

Date: 12/01/2025

## **Client Responsibilities for Optimal Laser Performance**

Lasers perform best in dark environments with adequate fog or haze, and requires by law a physical structure for beams termination.

To ensure safety and visual quality, the Client is responsible for providing or assisting with the following requirements:

### **On-Site Time for Laser Technicians**

Technicians may be on-site for up to 10 hours per day.

For multi-day events, each technician must receive a minimum of 8 hours off between shifts.

Any exceptions must be approved in advance; additional day rates may apply per technician.

### **Shipping & Logistics**

Equipment typically arrives 2 days prior and departs 2 days after the event.

Client must provide a secure storage space for up to 5 days pre- and post-event.

In some cases, local courier support may be required for inbound/outbound shipments.

### **Power & Electrical Requirements**

Non-Distro Events: Client must provide multiple standard outlets according to the package power requirements.

Distro Events: For shows where Company provides a distro, Client must supply 100A, 3-phase power at 120V.

If a generator is used, it must have 3-phase Cam Lok tails.

Atmosphere: Provide at least one 20A circuit for atmospheric effects on all four sides of the audience for large venues.

Front of House (FOH): Provide one 20A circuit for control equipment.

Note: Laser Light Company does not supply a distro unless explicitly stated in the agreement.

### **Laser Installation & Placement**

Technicians are not certified climbers or riggers.

If riggers are unavailable, company will make reasonable adjustments.

If a laser can be safely accessed by ladder, no rigger is required.

Lasers must be installed a minimum of 10 ft above the ground, securely mounted, and positioned to safely project above the audience.

Ideal mounting: non-moving lighting trusses using a trigger clamp or ratchet strap (one of each is provided per unit).

Floor mounting may be approved on a case-by-case basis.

Client must supply all trusses, stands, and support hardware.

All lasers must remain accessible for troubleshooting and protected from weather at all times.

### **Venue Access & On-Site Requirements**

Client must provide one parking pass and one all-access credential per laser technician.

Technicians must have unobstructed sightlines to all laser termination points for safety.

For multi-stage events, Client must provide:

One golf cart per laser crew

One radio per technician

Access to catering for all dinners on-site

### **Sound Systems & Ambient Lighting**

Company does not supply sound systems.

For pre-programmed shows, we will provide the audio soundtrack only.

Lasers require dark or low ambient light for optimal visibility.

Please disable house lights, LED walls, stage lights, arena lights, or any other lighting that interferes with laser beams.

### **Load-In / Set-Up**

Install lasers after major stage construction is complete.

Laser technicians should be called in only when the stage is ready for laser placement.

Adequate time is required after installation to zone and test lasers safely.

Load-Out / Breakdown

Lasers are typically last in, first out.

If lasers are flown, Client must lower equipment promptly to allow safe and efficient load-out.

Stage Plots & Site Plans

Submit all stage plots, site plans, and photos

### **Outdoor Shows**

Outdoor laser beams must either terminate on-site or be approved by the FAA.

Submit site plans and stage plots 3–4 weeks prior to the event to ensure approval.

Company cannot guarantee outdoor performance due to weather, ambient light, or environmental factors.

### **Compliance**

If your event requires additional federal or local compliance, complete our Compliance Sheet prior to your show.

### **Notification**

If the Client is unable to meet logistics, power, placement, sound, or atmosphere requirements, notice must be given 14 days prior to the event. Company will assist with a solution; additional fees may apply.

## **PRE-SHOW MEETING AND SITE SURVEY IS REQUIRED**

## SERVICE AGREEMENT

**THIS AGREEMENT** (“Agreement” or “Contract”) made this 15<sup>th</sup> day of January, 2026 by and between Master Pyro Display, LLC with its principle address at 5310 Philips Hwy, Jacksonville, FL 32207, hereinafter called “Contractor”, and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, with its mailing address at Post Office Box 1529 Lake City, Florida 32056-1529, hereinafter called “County”.

### **WITNESSETH:**

**WHEREAS**, the County solicited bids for the furnish of materials, equipment, labor, and incidentals to complete the instructions under Bid No. 2026- X “250<sup>th</sup> Anniversary – July 4<sup>th</sup> Fireworks Display”; and

**WHEREAS**, the County and the Contractor desire to enter into an agreement for the provision of services by the Contractor to the County and the terms of payment by the County to the Contractor with other terms and conditions that shall govern the subject matter of this Contract.

**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

#### **I. RECITALS INCORPORATED**

The above recitals are true and correct and are incorporated here by reference.

#### **II. FEES FOR PRODUCTS**

The Contractor shall be compensated in accordance with the Bid Form submitted by the Contractor for Bid No. 2026-X.

#### **III. PERMITS AND INSURANCE**

Prior to commencement pursuant to this Agreement, the Contractor shall provide the County copies of all current and applicable licenses and permits together with all insurance documents set forth in the bid documents.

#### **IV. CONSTRUCTION AND MOBILIZATION**

The Contractor shall provide a contact 24 hours-a-day and 7 days-per-week to receive and respond in person to verbal or written work directions for the duration of this Contract. Contact must be available to meet with the County or designated representative as needed or will be required to respond by telephone within Thirty (30) minutes of being notified. Advise the County of any changes to the telephone number for the contact and require that contact to be available by phone or other methods pre-approved by the County. After notification, report to the emergency work site location(s) within Four (4) hours prepared to secure the site and begin working.

#### **V. INVOICING AND PAYMENT**

The County shall make payment of all approved invoices to the Contractor in accordance with the Local Government Prompt Payment Act, Fla. Stat. section 218.70 et seq.

#### **VI. TERM**

The term of this agreement shall be for three (3) years from the date of this Agreement with the option to renew two (2) additional one (1) year terms for a total of five (5) years.

Subject to approval in the sole discretion of the County's Board of Commissioners. This Agreement may be extended at the discretion of the County's Board of Commissioners or their designee.

#### VII. INDEMNITY

Contractor (as indemnitor) shall indemnify, save and hold County, its officers and employees, agents, successors, and assign (as indemnitee) harmless from and against and in respect of any act, judgment, claim, demand, suit, proceeding, expenses, orders, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney and expert fees, and related obligations (collectively, the "claims") to the extent caused by or related to any action, neglect or omission of Contractor in its performance under the Agreement, whether direct or indirect including but not limited to, liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damages to third parties, treble damages, costs and expenses, fines, penalties, sanctions, interest levied and other charges levied by other federal, state and local government agencies on County by reasons of Contractor's direct or indirect actions. This indemnity will survive and remain in force after the expiration or termination of the Agreement and is unlimited; provided, however that the indemnity is not intended to cover claims against County arising out of County's own negligence or intentional misconduct. Nothing herein shall be interpreted by the parties or any third party that County waives its sovereign immunity otherwise provided by law. For purposes of this section, the term County shall include County, officers, and its employees.

#### VIII. INTEGRATION

This written instrument and the attachments to which reference is made constitute the entire Agreement between the County and the Contractor. All prior and contemporaneous agreements and understandings, whether oral or written, are without effect in the construction of any provision if they alter or otherwise vary any term or condition set forth in this instrument.

#### IX. RIGHT TO REQUIRE PERFORMANCE

The failure of the County at any time to require performance by the Contractor of any provision of this Agreement shall in no way affect the right of the County thereafter to enforce such provision. Nor shall waiver by the County of any material breach of any terms of this Agreement be taken or held to be a waiver of any subsequent material breach of such term or as a waiver of any provision of this Agreement.

#### X. AMENDMENT

This Agreement may be altered, amended, or repealed only by a written instrument signed by authorized representatives of the parties.

#### XI. LAW TO GOVERN AND VENUE

The laws of the State of Florida shall govern the validity, construction, interpretation, and effect of this Agreement. The state courts situated within Columbia County, Florida, shall be the exclusive venue for any legal proceeding concerning this Agreement.

#### XII. ASSIGNMENT

The Contractor shall not assign any portion of the agreement for services to be rendered hereunder without written consent first obtained from the County and any assignment made

contrary to the provisions of this section may be deemed a default of the Agreement and shall not convey any rights to the assignee. Any change in Contractor's ownership shall, for purposes of the Agreement, be considered a form of assignment. The County shall not unreasonably withhold its approval of a requested change in ownership, so long as the transferee is of known financial and business integrity for the undertaking and can conclusively demonstrate the ability to perform all terms and conditions and obligations of this agreement. Contractor may notify the County of Contractor's desire not to renew this Agreement not fewer than 30 days prior to end of term, such that on the last day of that term this Agreement shall terminate and no renewal shall occur. This provision shall not be construed in any manner to require either party to renew this Agreement.

### XIII. PRODUCT ENDORSEMENT/ADVERTISING

Contractor shall not use the name of the County for the endorsement of any commercial products or services or Contractor's logo or brand name without the expressed written permission of the County. This shall not prevent Contractor from informing third parties of Contractor's contract with County and naming County as a business reference for Contractor.

### XIV. WARRANTY REGARDING CONSIDERATION AND PROCUREMENT

Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to procure or solicit any agreement under this procurement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or other consideration contingent upon or resulting from this procurement. Further, Contractor represents that its pricing has been independently arrived at without collusion. It has not knowingly influenced and promises that it will not knowingly influence a County employee or former County employee to breach any ethical standards. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks. Violation of this warranty shall constitute default of this Agreement.

### XV. RELATIONSHIP OF THE PARTIES

Contractor is an independent contractor. Nothing in the Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party, it being solely for the benefit of the County and the Contractor.

### XVI. AGREEMENT TO PAY ATTORNEY'S FEES AND EXPENSES

In the event either party should default under any of the provisions of this agreement and the other party should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of any obligation or agreement on the part of either party, the prevailing party shall recover from the other party the reasonable fee for such attorneys and such other reasonable expenses and costs so incurred.

### XVII. BINDING EFFECT

This agreement shall inure to the benefit of and shall be binding upon the parties and their

respective successors and permitted assigns.

#### XVIII. SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this agreement shall as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

#### XIX. PUBLIC RECORDS

The parties acknowledge County is a political subdivision of the State of Florida and is required to comply with the Public Record Act of the State of Florida, Chapter 119, Florida Statutes, and all other public entity provisions required of the County as a political subdivision of the State of Florida as provided by the Constitution and laws of the State of Florida. Contractor will maintain originals or copies of its records regarding or arising out of this agreement for a minimum of five (5) years after the termination of this agreement, and shall make such records reasonably available to the County upon request.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS: P.O. Box 1529, Lake City, Florida 32056-1529, (386) 752-1326, [bccadmin@columbiacountyfla.com](mailto:bccadmin@columbiacountyfla.com).**

#### XX. ADDITIONAL CONVENANTS

Contractor hereby agrees that it will not bring an action in any court or other forum seeking to void, nullify, terminate or set aside this Agreement on the grounds that the Agreement does not comply with the laws of Florida, including the Constitution of the State of Florida as revised in 1968 and subsequently amended (the "Constitution"). For clarification, the parties agree that the foregoing is not an acknowledgement by either party that this agreement does not comply with the laws of the State of Florida, including the Constitution, and that the foregoing statement does not amend, modify or limit the parties' respective representations herein. Notwithstanding anything in this Agreement to the contrary, neither party will be liable to the other party for any indirect, incidental, loss of profits, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement to the extent and in the event a court of competent jurisdiction should declare all or any material portion of this Agreement contrary to law or otherwise invalid.

#### XXI. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties and indemnities, and the covenants and agreements to be performed subsequent to the execution hereof by the parties contained in this Agreement, or in any document delivered in contemplation hereof shall survive the execution of this agreement and the termination, either voluntarily or involuntarily, of this Agreement.

#### XXII. BID DOCUMENTS INCORPORATED

This Agreement, to the extent applicable, shall include the terms, conditions, scope of work, and specifications of County's Bid No. 2025-X. However, the foregoing agreement shall govern and take precedence in the event of any conflict between the foregoing agreement and the bid documents.

**XXIII. PERFORMANCE IN CASE OF SUBSEQUENT AWARD TO THIRD PARTY**  
Should Contractor fail to prevail in a future procurement cycle, Contractor shall provide all services required in and under this Agreement until the ending date of this Agreement or any agreed extension of this Agreement. To ensure continued performance fully consistent with the requirements of this Agreement through any such period, the Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent agreement to a competing organization, and shall fully cooperate with the County in providing non-proprietary data and information which will assist in an orderly transition of the service to the new contractor. Contractor shall make no changes in methods of operation which could reasonably be considered to be aimed at cutting Contractor's service and operating cost to maximize profits during the final stages of the Agreement. However, County recognizes that if a competing organization should prevail in a future procurement cycle, Contractor may reasonably begin to prepare for transition of service to the new Contractor. County shall not unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair Contractor's performance during this period.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Contractor:

Elyse  
Witness

[Signature]  
By: BRIAN ACOSTA, MANAGER

Ela Gjouchilaj  
Print or type name

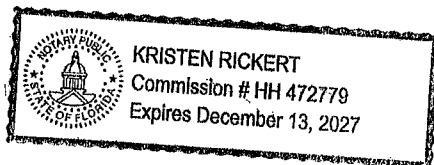
Elizabeth Charter  
Witness

Elizabeth Charter  
Print or type name

State of Florida  
County of Columbia

The foregoing instrument was acknowledged before me this 19 day of February 2026 by Brian Acosta who is personally known to me or who provided DRIVER License as identification.

(NOTARIAL SEAL)



[Signature]  
Notary Public, State of Florida

Kristen Rickert  
(Print or Type Name)  
My Commission Expires: 12/13/27

Signed, sealed and delivered in the presence of:

John P. Crews, Jr.  
Witness

John P. Crews, Jr.  
Print or type name

Ambreia Wooden  
Witness

Ambreia Wooden

Print or type name

Approved as to form:  
Joel F. Foreman  
Joel F. Foreman, County Attorney

**BOARD OF COUNTY COMMISSIONERS  
COLUMBIA COUNTY, FLORIDA**

[Signature]  
By: Chairman

ATTEST: [Signature]  
James M. Swisher, Clerk of Court  
(Seal)