



DRONE LIGHT SHOW SERVICES AGREEMENT

THIS DRONE LIGHT SHOW SERVICES AGREEMENT ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SKY ELEMENTS, LLC**, a foreign limited liability company duly organized in the state of Texas and authorized to do business in the state of Florida (EIN: 86-2486817) ("Vendor").

WHEREAS, on October 25, 2023, City issued a Request for Proposal ("RFP") for the provision of drone light show services for the City's Fourth of July Celebration Event, RFP No.: REC/240074 (the "Solicitation"); and

WHEREAS, four (4) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the Proposal submitted by Sky Elements, LLC, received the highest score from the City's Selection Committee; and

WHEREAS, Sky Elements, LLC, certifies that it is qualified to design and safely operate a drone light show on the date and at the locations specified in the Scope of Work attached hereto as Exhibit A and secure all authorizations required by any and all governing agencies holding jurisdiction; and

WHEREAS, the City desires to engage Sky Elements, LLC, to provide drone light show services for the City's Fourth of July Celebration Event in accordance with the terms and conditions of this Agreement at rates not to exceed those quoted in the Vendor Proposal attached hereto as Exhibit B.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Vendor shall include only this Agreement and those documents listed in this Section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the remaining Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
 - A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:
 - Exhibit A: Scope of Work (A-1 through A-3)
 - Exhibit B: Vendor Proposal (B-1 through B-17)
 Any identified consistency between the individual Exhibits regarding the Scope of Work to be performed shall be resolved by giving precedence to the Exhibits in the following order: (1) Exhibit A, then (2) Exhibit B.
3. **SCOPE OF SERVICES.** Vendor shall provide the Services as set forth in the Scope of Work and Vendor Proposal, attached hereto respectively as Exhibit A and Exhibit B. Vendor shall provide all materials, labor, supervision, authorizations (including airspace authorizations), approvals, licenses, permits, tools, accessories, equipment necessary for the performance of Vendor's obligations under this Agreement. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
 - A. **Postponement.** Should inclement weather or other conditions prohibit Vendor from proceeding with the drone light show display on the display date scheduled and agreed to by



the Parties, the City shall be entitled to postpone the Event to a future date agreed to by the Parties in writing at no additional cost.

4. **COMPENSATION.** Each year, Vendor shall be entitled to Compensation in an amount not to exceed **SEVENTY-ONE THOUSAND, FOUR HUNDRED FIFTEEN DOLLARS (\$71,415/Year)** as full and complete compensation for the timely and satisfactory performance of Services in accordance with the Contract Documents.
 - A. **Invoice Submission and Payment Schedule.** All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. The City shall provide Vendor with a cover sheet, which must be completed and submitted with each invoice. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Department of Recreation and Parks Attn: Amy Casaletto** Address: **828 NE 8th Avenue, Ocala, FL 34470**, E-Mail: acasaletto@ocalafl.gov.
 - (1) Each year, not less than **SIX (6) MONTHS** prior to the display date scheduled and agreed to by the Parties, City shall remit payment in an amount equal to **FIFTY PERCENT (50%)** of the annual fee for Services to be performed.
 - (2) Each year, City shall remit payment for the remaining balance of the annual fee for Services to be performed not less than **THREE (3) DAYS** prior to the display date scheduled and agreed to by the Parties.
 - (3) The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - B. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30) DAYS** of the Vendor's remedy or resolution of the inadequacy or defect.
 - C. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30) DAYS** of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - D. **Amounts Due to the City.** Vendor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
 - E. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.



7. **TERM OF AGREEMENT.** This Agreement shall become effective and commence on **FEBRUARY 7, 2024** and continue in effect for a term of **ONE (1) YEAR**, through and including **FEBRUARY 6, 2025** (the "Term"). Thereafter, the Parties agree that there shall be the option to renew this Agreement for two (2) additional one-year (1-Year) terms upon written agreement between the Parties.
8. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
- A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
- B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution.
- C. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
9. **INSPECTION AND ACCEPTANCE OF THE WORK.** Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.
- A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the Work.
- B. Neither the City Project Manager's review of Vendor's work nor recommendations made by the City Project Manager pursuant to this Agreement will impose on the City any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.
10. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.



- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
- (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (2) Vendor provides material that does not meet the specifications of the Agreement;
 - (3) Vendor fails to complete the work required within the time stipulated in the Agreement; or
 - (4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.
- B. **Vendor's Opportunity to Cure Default.** City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon Vendor Default.** In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another Vendor to complete the required work in accordance with the needs of City;
 - (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and
 - (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; or (ii) any other remedy as provided by law.
- D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
- E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its



performance under this Agreement. Vendor shall be entitled to receive compensation solely for:

- (1) the actual cost of the work completed in conformity with this Agreement; and/or
- (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

11. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
12. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.
13. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
14. **VENDOR REPRESENTATIONS.** Vendor expressly represents that:
 - A. Vendor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
 - B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
 - C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 - D. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, Vendors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.



15. **VENDOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
- A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
 - B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
 - C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
 - E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.
16. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
17. **RESPONSIBILITIES OF CITY.**
- A. City or its Representative shall issue all communications to Vendor.
 - B. City has the authority to request changes in the work in accordance with the terms of this Agreement.
 - C. City has the authority to stop work or to suspend any work.
 - D. City will provide adequate venue space for launch site.
 - E. City will provide security as needed for set up, execution, and breakdown of show.
18. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
19. **GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.



- C. Policy must include coverage for contractual liability and independent contractors.
- D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Vendor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

20. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Vendor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**

21. **MISCELLANEOUS INSURANCE PROVISIONS.**

- A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.
- B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. Certificates of Insurance. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org.** Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether



coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- D. City as Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.
 - E. Notice of Cancellation of Insurance. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.
 - F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
 - G. Severability of Interests. Vendor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
22. **SAFETY/ENVIRONMENTAL**. Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- A. All employees on the work and other persons that may be affected thereby;
 - B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

23. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take



affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

24. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any vendor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
25. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Vendor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
26. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.
27. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
28. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
29. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to



accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

30. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

31. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
32. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
33. **E-VERIFY.** In accordance with Executive Order 11-116, Vendor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Vendor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.



34. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
35. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
36. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
37. **INDEMNITY.** Vendor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
38. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
39. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Sky Elements, LLC
Attention: Rick Boss
3819 Rufe Snow Drive Ste 203
North Richland Hills, TX 76180
Phone: 214-727-7147
Alt: 817-286-3404
E-mail: rick@skyelementsdrones.com



If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

40. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
41. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
42. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.
43. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to



bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

44. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all who shall be bound by the provisions hereof.
45. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
46. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
47. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
48. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
49. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
50. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
51. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
52. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.



CONTRACT# REC/240074

IN WITNESS WHEREOF, the parties have executed this Agreement on
2/14/2024

ATTEST:

DocuSigned by:
Angel B. Jacobs
B0B3574C-28E54A3...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Barry Mansfield
550E4A9AC2B44F7...

Barry Mansfield
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E88E429...

William E. Sexton, Esq.
City Attorney

DocuSigned by:
Rick Boss
496597B1807B403...

By: Rick Boss

(Printed Name)

Title: President

(Title)

Exhibit A – SCOPE OF WORK**CONTRACT# REC/240074****BACKGROUND**

Vendor shall conduct a drone light show display approximately **FIFTEEN (15) MINUTES** in length for a Fourth of July celebration event in the vicinity of downtown Ocala, Florida. The selected Vendor will work closely with the City's Recreation and Parks Department staff for this project. Historically, the City has not hosted a Fourth of July event and this will be the first drone show.

The event is anticipated to attract a large audience and will be a central feature of the City's Independence Day celebrations.

The City is interested in a synchronized nighttime drone and light display as an alternative to fireworks. We are seeking a complete show consisting of custom formations, animations, and synchronization.

Location: Tuscaawilla Park

REQUIREMENTS

Requirement: Vendor must comply with all Federal Aviation Administration (FAA) rules and restrictions, including licenses of drone operators, providing sufficient personnel on-site to ensure a safe public display, and obtaining all necessary licenses and permits through the City of Ocala.

PROJECT OBJECTIVES

1. Create a visually stunning and technologically advanced drone show that captivates and entertains the community.
2. Celebrate Independence Day with a memorable and safe aerial display that aligns with the patriotic theme of the event.
3. Enhance the overall Fourth of July festivities and contribute to the sense of community and pride in Ocala.

VENDOR RESPONSIBILITIES

1. Develop a creative and visually captivating drone show concept in alignment with the Fourth of July theme. Additionally, the Vendor shall coordinate with local authorities to ensure compliance with all applicable regulations and obtain necessary permits.
2. Provide a fleet of drones equipped with the latest technology to create intricate and synchronized aerial displays.
3. Create a choreographed drone show that includes patriotic and festive formations, patterns, and shapes. Additionally, the Vendor is expected to synchronize the drone performance with a selected soundtrack that enhances the audience's viewing experience.
4. The Vendor will implement comprehensive safety measures and protocols to ensure a safe and incident-free drone show.
5. Coordinate with City Project Manager regarding all site logistics management to ensure the drone show

Exhibit A – SCOPE OF WORK**CONTRACT# REC/240074**

is well produced. Vendor will conduct rehearsals and testing to ensure the accuracy and precision of the drone show.

6. Complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
7. Provide program management including program staffing, maintaining safety, site setup, execution of the show, and breakdown in coordination with City staff.
8. Obtain and pay for any licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.

VENDOR RESPONSIBILITIES

1. Vendor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Vendor shall provide an assigned project manager, who will be the primary point of contact. Vendor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Vendor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Vendor must each be promptly notified by the other of any complaints received.
4. Vendor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Vendor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Vendor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company vehicles must display a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

1. City will provide adequate venue space for the launch site.
2. City will provide security as needed for set up, execution, and breakdown of the show.

SUB-CONTRACTORS

1. Vendor must perform a minimum of 80% of the work with their own forces.
2. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

Exhibit A – SCOPE OF WORK**CONTRACT# REC/240074****SAFETY**

1. The Vendor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Vendor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Vendor's responsibility.



Ocala, FL Drone Show Proposal July 4th, 2024



Dear Members of the City of Ocala Review Committee,

I am writing to you on behalf of Sky Elements Drone Shows, and I am thrilled to submit our proposal for the 4th of July celebration event in the beautiful city of Ocala, Florida. It is with great enthusiasm that we present our vision for this city wide tradition and offering an unforgettable experience to the residents and visitors of Ocala. Sky Elements is excited for the opportunity to evolve this special event to encompass an amazing Drone Light Show!

We have carefully reviewed the scope of work outlined in your proposal request, and we are committed to delivering an extraordinary drone show that will elevate the 4th of July to new heights. Our proposal includes the following key elements:

- 1.Pricing for multiple years:** We understand the importance of long-term planning and budgeting. Our proposal will provide competitive pricing for years to come. Moreover, we will offer a discounted rate for booking multiple years, reflecting our commitment to fostering a lasting partnership with the City of Ocala.
- 2.Custom Animation:** Our team of animators and designers work to customize your show to exactly what you want. We have outlined a few sample formations for your review in this proposal but know that your show will be completely custom year after year.
- 3.Maximized Viewing Location:** Our team has familiarized itself with the unique characteristics of Tusawilla and will tailor our drone shows to maximize their visual impact within the designated area when selected.

Sky Elements Drone Shows is recognized for its commitment to safety, innovation, and creativity. We adhere to all federal and local regulations governing drone operations, and our experienced team is dedicated to delivering a seamless and captivating experience for your community.

Thank you for considering Sky Elements Drone Shows as a potential partner for this exciting event. We are eager to contribute our expertise and creativity to make the 4th of July celebration event an even more unforgettable celebration of independence.

Sincerely,
Collin Dishman
Business Development
www.skyelementsdrones.com

Proposed Overview of Operation

Sky Elements is honored to partner with The city of Ocala to bring an unparalleled level of innovation and magic to the independence day celebration! With over 700 of successful drone light shows - Sky Elements is the leading provider of drone shows in the United States. We have flown on nationwide stages such as NYE at the Space Needle, The FIFA 26 Logo Reveal, and the NBA Championship Game.

Sky Elements is the only choice for a perfect show for your event year after year. With custom show design, 15 minute shows, curated music, and a grand finale - Sky Elements the partner you can count on.

In order to illustrate the roadmap for a successful partnership between Sky Elements and Ocala, FL - This presentation will cover the following

Table of Contents

Cover Page	0
Cover Letter	1
Table of Contents	2
Proposer Information and Contact Info	3
Qualifications and Experience	4
Staffing Plan	5
References & Testimonial	6-7
Drone Show Specifications	8
Methodology and Schedule	9-10
Pricing Options	11
Launch Locations and Details	12-13
Insurance and licensing	14
Cancellation Policy	15



Proposer Information and Contact Info

Sky Elements is the leading provider of Drone Light Shows in and around the United States.

Proposer Name: Sky Elements

Address: 3819 Rufe Snow Dr #203, North Richland Hills, TX 76180

Website:

<https://skyelementsdrones.com/>

Project Manager: Rick Boss

Telephone: 214-727-7147

Taxpayer I.D. Number: 862486817

Sky Elements is the leading provider of Drone Light Shows in and around the United States. Flying over 400 shows per year and on average 60% of all shows flown in the US. With over five years of experience in the entertainment and drone show space, we are the premier decision for any city looking for a wow moment!

Collaborating with marquee clients across the country, Sky Elements orchestrated and flown some of the largest known drone shows, seamlessly melding innovation with artistic expression. Some examples of working with municipalities and cities include the City of Los Angeles, Miami Beach Florida, and plenty of others.

By creating mesmerizing and unforgettable experiences, Sky Elements continues to push the boundaries of what's possible with drone technology, solidifying their reputation as a trailblazer in the industry.



Qualifications and Experience

Rick Boss- President

Rick leads the Sky Elements team. As the president of Sky Elements, he is the face of our company to the public and works tirelessly to ensure that the drone light show experience is seamless for clients from start to finish. Rick's coordination, business acumen, and years of experience leading successful startups help keep our company moving forward on the right path, making him a key component of our team's success.

Rick@skyelementsdrones.com | 214 727-7147

Tyler Johnson – Chief Engineer

Tyler, our Chief Engineer, combines his love for technology, robotics, and mechanics in managing our drone displays across North America. With a mechanical engineering degree and a minor in robotics programming from Rose-Hulman Institute of Technology, he's the expert behind our flawless showsotics programming from Rose-Hulman Institute of Technology.

Tyler@skyelementsdrones.com | 214-794-4796

Brian Geck – Lead Animator

Brian, our Lead Animator, elevates drone artistry with his fine arts background and a knack for making the impossible possible. He designs unique drone light shows and boasts numerous awards in film, web design, animated Christmas lights, and firework show design from the University of Texas at Arlington.

Brian@skyelementsdrones.com | 817-914-2462

Preston Ward – Chief Pilot

Preston, our Chief Pilot, merges law and a love for technology. He's flown countless drone light shows across North America, holding degrees in business administration and law from the University of Texas at Arlington and Texas A&M, respectively, plus an LLM from the University of Texas at Austin.

Preston@skyelementsdrones.com | 817-538-3207



Staffing Plan

Staffing Plan Overview:

The proposed staffing plan ensures all key team members have the capacity to perform the requested services according to the proposed schedule. The plan addresses current and anticipated workload, ensuring the team can effectively manage the project demands.

Team Composition:**Rick Boss - Project Manager**

Role: Responsible for overall project management, coordination with the City of Ocala, and ensuring all project milestones are met.

Work Address: 3819 Rufe Snow Dr #203, North Richland Hills, TX 76180

Telephone: +1 (817) 286-3404

Katherine Claeys - Activation Specialist

Role: Focuses on the operational aspects of the event, including onsite management and coordination of the drone display.

Work Address: 3819 Rufe Snow Dr #203, North Richland Hills, TX 76180

Telephone: +1 (817) 286-3392

Brian Geck - Animator

Role: Responsible for designing and programming the drone animations and sequences, ensuring they align with the theme and vision of the event.

Work Address: 3819 Rufe Snow Dr #203, North Richland Hills, TX 76180

Telephone: +1 (817) 286-3385

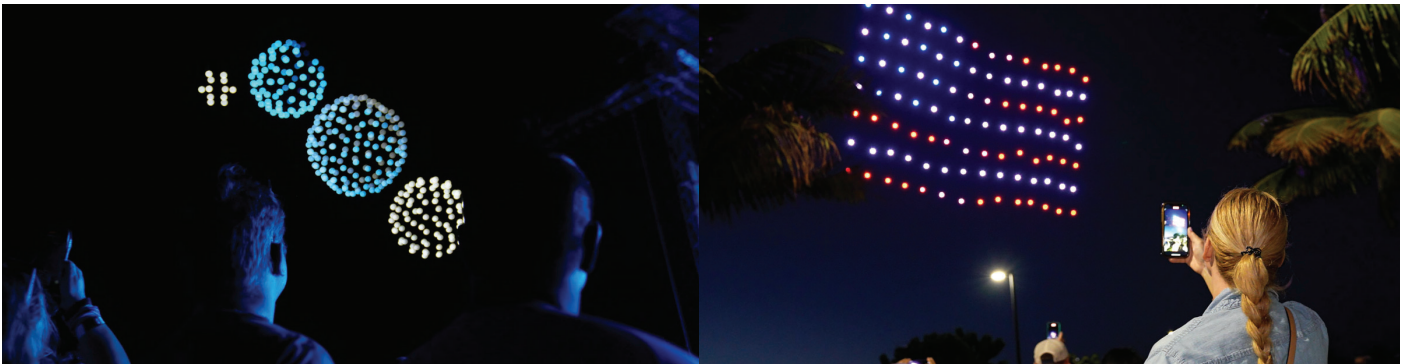
Tyler Johnson - Logistics Director

Role: Manages all logistical aspects of the event, including drone setup, transportation, and compliance with local regulations.

Work Address: 3819 Rufe Snow Dr #203, North Richland Hills, TX 76180

Telephone: +1 (817) 286-3384

Each team member has been selected based on their expertise and experience relevant to their roles, ensuring a well-coordinated and successful event. This staffing plan complies with the requirements specified in the RFP .



References

Below outlines a few of our favorite shows with some cities that love Sky Elements. Feel free to ask for references from any show we have flown.

City Of Tavares, FL - 150 Drones - 3/11/23

Name: [Cheri Moan](#)

Email: CMoan@tavares.org

Cell Phone: (352) 551-3349

Address: [201 E. Main St.](#)

[Tavares, FL 32778](#)

Miami Beach, FL - 100 Drones – 6/4/2023

Name: [Lissette Arrogante](#)

Email: Lissettearrogante@miamibeachfl.gov

Phone: (305) 673-7577

Address: [1755 Meridian Avenue, Suite #500,](#)
[Miami Beach, FL 33139](#)

Des Moines, WA - 200 Drones - 7/4/23

Name: [Ashley Young](#)

Email: ayoung@desmoineswa.gov

Office Phone: (206) 870-9370

Address: [22307 Dock Ave South](#)
[Des Moines WA 98198](#)



Client Testimonial

"Good evening Kim, I'd be happy to share my experience, their entire team were absolutely wonderful to work with from start to finish.

Last spring, my airshow fell apart in the 11th hour due to plane maintenance and so I had to quickly replace it with something that still had that "WOW" factor. I immediately thought "DRONE SHOW" and sent an email out to my networking groups for referrals and Sky Elements came highly recommended by the City of Orlando. I was in a crunch for time and had zero experience coordinating a drone show and so I immediately started doing my research to come up with a list of questions and scheduled zoom meetings and phone calls with the companies.

I connected with Kyle Pivnick with Sky Elements and he scheduled a video call to go over all of my questions. When I expressed concern about the short timeline of having just over a month, he didn't flinch and assured me it wasn't an issue for them. He was very kind, answered all of my questions and walked me through their process. I knew before our call ended that I wanted to go with them but for the sake of obtaining additional quotes, I kept the meetings I had with 2 other companies. I'm glad that I did because it was even more clear to me that they were the right fit for us.

Once I confirmed with Kyle, we moved forward with the contract and had another video call with his team to talk about next steps. That's when I was introduced to Tory and Brian and honestly, I can't say enough nice things about them too. They are all super people and know their stuff. I presented my creative ideas, even the ones I thought were farfetched, and they brought them to life and exceeded all of my expectations! From the behind the scenes planning to the day of show execution, it was smooth and seamless.

Our show was the first drone show in our County and people are still talking about. I requested a budget increase for this fiscal year so that I could add the drone show and I'm thrilled to say it was approved and I will be working with Kyle and his team again on my March event. Please let me know if I can be of further assistance. Wishing you great success with your show."

Cheri Moan

CMoan@tavares.org

(352) 551-3349

Operations Coordinator at City of Tavares

City of Tavares, FL

Show Specifications

Our Drone Light Shows are 10-15 minutes in length and are fully custom. Our animations can be as complex as you can imagine - the more drones you add to your show the more resolution that each animation can allow.



30+ MPH Wind Threshold



Full Custom Designed Show



15 Minute Flight Time



Custom Music Track
Curated to your Show



12 Animations Per Show



FAA Compliant

Drone Count

Drone light shows are constructed with the appropriate drone count in mind. A 100-drone show offers lower resolution than a 1,000-drone show. To determine the correct count for your event, consider your most intricate image - this would typically be your city logo. The examples below showcase the differences between shows using 100, 200, and 300 drones. Reflect on the content of your show and the required resolution, and use this information to decide on the best drone count.

100 Drones

prime video

300 Drones

prime video

prime video

200 Drones

Images Shown
to Scale

Approach and Methodology

Understanding of the Nature of Work:

1.Event Purpose: The City of Ocala is hosting its first Fourth of July drone light show to provide a synchronized nighttime display as an alternative to traditional fireworks.

2.Project Objectives: The objectives include creating a visually stunning drone show that aligns with the Fourth of July theme, ensuring safety, and enhancing the sense of community and pride in Ocala.

3.Vendor Responsibilities: These include developing a creative concept, coordinating with local authorities, implementing safety measures, and managing site logistics.

Proposed Show Content:

All of our Shows are completely custom to your city and the ideas come from both our animators and your city staff. However, the below outlines a possible working storyboard

Opening:

A grand opening segment featuring an array of drones forming dynamic patriotic symbols and patterns.

Utilization of color variations to create a visually striking start.

Body:

Choreographed formations showcasing intricate patterns and shapes, synchronized with a carefully selected soundtrack.

The body of the show will tell a story, perhaps reflecting the history and spirit of Independence Day.

Finale:

A spectacular and memorable finale with increased intensity and complexity of formations.

Possible inclusion of a signature formation such as the city logo or a dazzling display of colors that culminates the theme of the show.

Sample Storyboard

Example is from
Bal Harbour, FL
For 4th of July
2023. This show
Utilized 150
Drones



Project Schedule

Pre-Event Preparation (March - June 2024)

1.March 1st - 31st, 2024: Finalize contract and initiate planning. This includes confirming the show's specific requirements, themes, and drone formations.

2.April 2024: Begin design and programming of the drone show. This involves creating custom formations, animations, and synchronization in line with the Fourth of July theme.

3.May 2024: Conduct preliminary renders of drone formations and sequences. Address any creative issues identified during these tests.

4.June 2024: Finalize all drone show programming. Begin full renders to ensure creative adherence and reliability of the drone performance.

Final Preparations (July 2024)

1.Early July 2024: Conduct on-site testing in Ocala, including coordination with local authorities for any necessary permits and compliance with regulations.

2.July 4th, 2024: Set up at the designated location, including preparing the launch site, testing equipment, and coordinating with the City's Recreation and Parks Department.

Event Day (July 4th, 2024)

1.July 4th, 2024: Execute the drone light show, ensuring all safety protocols and operational guidelines are followed.

Post-Event Activities (After July 4th, 2024)

1.Immediately after the show: Conduct breakdown and cleanup of the site.

2.Within one week post-event: Review performance, gather feedback, and provide a report to the City of Ocala for potential future collaborations.

This timeline is subject to change based on specific logistics, weather conditions, and coordination with local authorities. Regular communication with the City's Project Manager is crucial for timely adjustments and updates.




Drone Show Price Proposal


In accordance with our 3-year agreement, the payment schedule for the scheduled drone show display is as follows: A 50% deposit is required six months prior to the scheduled display date to secure your booking and reserve the necessary resources. The remaining 50% of the show cost will be due three days before the scheduled display.


All Costs Listed below are fixed and not variable in any way and are inclusive of any Tax


Drone Count	Good 100	Better 200	Best 300
Drone Show Price 2024	\$36,000	\$67,500	\$94,500
Optional 2025 Renewal Price	\$30,825	\$57,600	\$81,990
3 Year Drone Price 2024-2026	\$26,865 Per Year	\$53,775 Per Year	\$71,415 Per Year


Pricing Includes

- 

Travel And Transport
- 

Custom Synced Music
- 

Show Staffing
- 

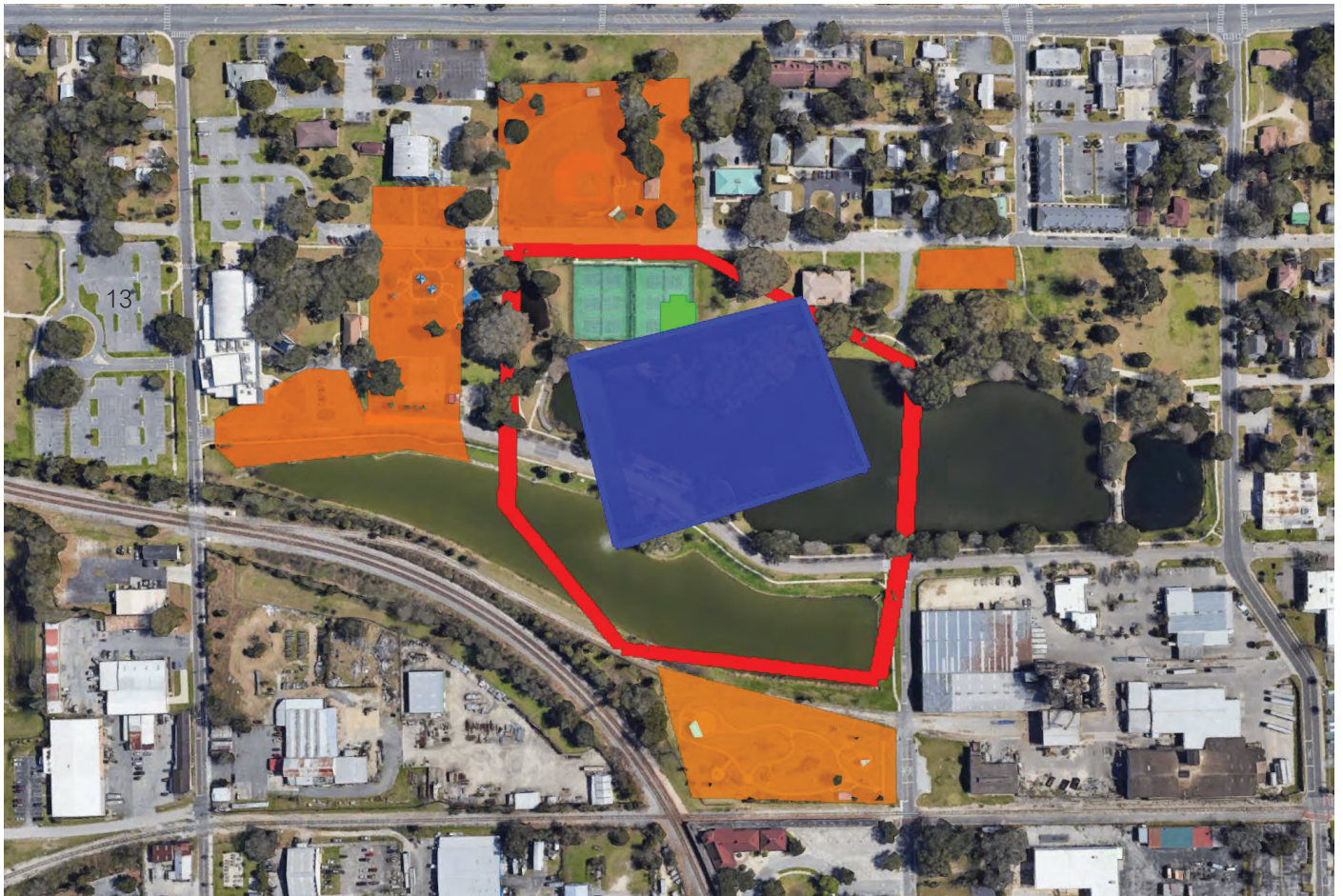
Lodging for staff
- 

Custom Show Design

Launch Location Options

The images below show the launch location from the south tennis courts. The area outlined in green showcases our setup area and the red zone showcases our restricted area during flight. All orange shaded areas are optimal viewing areas. The performance location would give access to great visibility along SE Sanchez Ave and Tuscawilla Baseball Field and would allow for a safe, and close experience to view the drone show.

The setup areas will not impact parking or require extensive logistics to secure. No fencing or barricades will be required for most of the areas. All of these areas can also be moved according to your run of show.

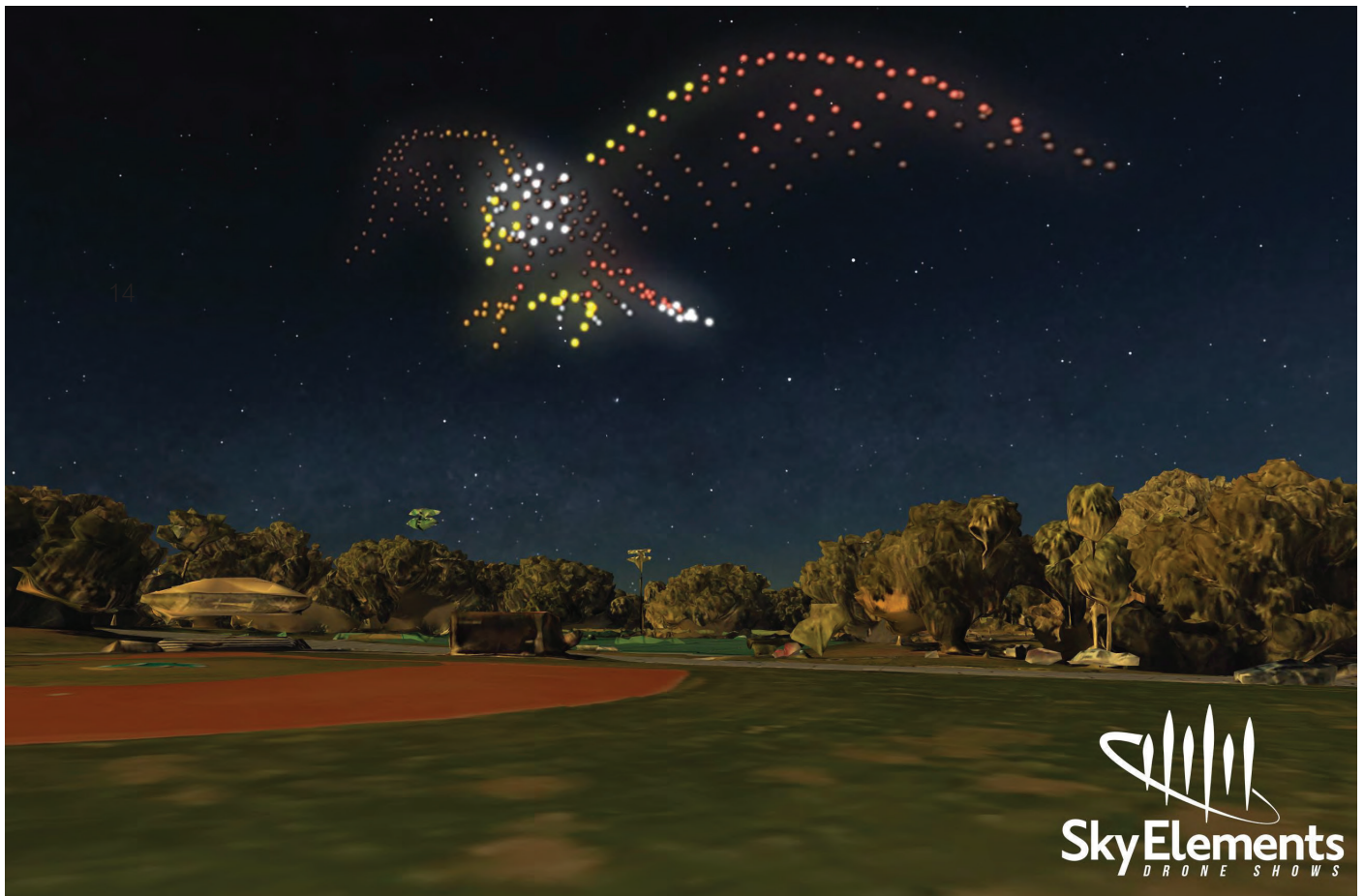


The Viewing Experience

The image below shares an example from one of the best viewing areas for your audience. During our team's extensive in-person review of possible launch locations, it was determined that the most impactful areas for viewing is as follows:

- The backside of the Recreation and Parks Department building
- SE Sanchez Ave down to the Veterans of Foreign Wars building
- Tuscawilla Baseball Field

We can discuss the Art Park as it acts as another optional viewing area to maximize your audience (seen on page 13).



Professionalism & Expertise

Sky Elements is the most qualified, experienced, and trusted drone light show provider in the United States. Flying over 70% of all drone light shows in the United States, we set the standard with safety, permitting, and Insurance standards. We know what it takes to fly over your city and that's why we carry insurance coverages that meet or exceed the requirements. Our standard insurance coverages include the following -

Commercial General Liability: **\$1,000,000**

Automobile Liability: **\$1,000,000**

Umbrella: **\$10,000,000**

Workers Compensation: **\$1,000,000**

Aviation Liability: **\$5,000,000**

Every Sky Elements drone show is permitted and authorized by the FAA. Our Pilots maintain a current Part 107 Certification and License, as well as sky elements holding the necessary swarm waiver for multi aircraft operations (waiver number - 107W-2021-02474).

Sky Elements Have The Best Drone Show Pilots In The Industry.



Canceling and Rescheduling

Rest assured as the largest drone light provider in the United States, Sky Elements has the most robust and flexible rescheduling policy. Combined with the our weather thresholds being the highest in the industry – you can trust Sky Elements to be your partner, even if the forecast is not. With the weather thresholds listed earlier in the proposal, (30+ MPH wind gusts, and 3 miles of visibility) Sky Elements will ensure two get your show off the ground!

In the event of a cancellation - Sky Elements allows for you to reschedule your show for up to a year later at no cost!



Thank you for considering Sky Elements as your trusted partner for your upcoming 4th of July celebration. As the leading provider of drone light shows, we bring unparalleled expertise and creativity to the table, ensuring that your event will be a stunning success.

We look forward to the opportunity to collaborate with you and create a truly unforgettable experience for your audiences for years to come!



Certificate Of Completion

Envelope Id: 7AEFF1DA8CC14626A8E0988C803461F9

Status: Completed

Subject: SIGNATURE - Drone Light Services Agreement (REC/240074)

Source Envelope:

Document Pages: 34

Signatures: 4

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:

Porsha Ullrich

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original

2/8/2024 2:56:58 PM

Holder: Porsha Ullrich

pullrich@ocalafl.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

Rick Boss

rick@skyelementsdrone.com

President

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

Rick Boss

496697B1907B403...

Signature Adoption: Pre-selected Style

Using IP Address: 99.9.82.119

Timestamp

Sent: 2/8/2024 3:02:06 PM

Viewed: 2/8/2024 4:02:13 PM

Signed: 2/11/2024 4:47:19 PM

Electronic Record and Signature Disclosure:

Accepted: 2/8/2024 4:02:13 PM

ID: 7953fb09-e5af-4899-8e20-dc6feeb03343

William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:

William E. Sexton

B07DCFC4E86E429...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Sent: 2/11/2024 4:47:21 PM

Viewed: 2/13/2024 9:27:54 AM

Signed: 2/14/2024 1:35:13 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Barry Mansfield

bmansfield@ocalafl.org

Council President Pro Tem

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Barry Mansfield

550E4A5AC2B44F7...

Signature Adoption: Pre-selected Style

Using IP Address: 174.228.165.200

Signed using mobile

Sent: 2/14/2024 1:35:15 PM

Viewed: 2/14/2024 11:47:35 PM

Signed: 2/14/2024 11:48:08 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Angel B. Jacobs

ajacobs@ocalafl.org

City Clerk

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Angel B. Jacobs

8DB3574C28E54A5...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Sent: 2/14/2024 11:48:10 PM

Viewed: 2/15/2024 9:11:12 AM

Signed: 2/15/2024 9:20:22 AM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 2/15/2024 9:11:12 AM ID: fc212494-2b36-4f88-9988-5ae201aaf50d		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/8/2024 3:02:06 PM
Certified Delivered	Security Checked	2/15/2024 9:11:12 AM
Signing Complete	Security Checked	2/15/2024 9:20:22 AM
Completed	Security Checked	2/15/2024 9:20:22 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.