



## PRICING AGREEMENT SEC POST-ISSUANCE COMPLIANCE AND REPOSITORY SERVICES



The City of North Port, Florida (the “City”) has bond issues subject to the continuing disclosure requirements of SEC Rule 15c2-12, and hereby engages DAC to compile and maintain undertaking requirements, provide notice of and file rating changes, offer ongoing training, file and disseminate information provided to DAC in connection with its bond issues, and assist in developing policies and procedures for secondary municipal market securities requirements. The City may apply the DAC Bond™ logo to future bond issues alerting regulatory bodies, rating agencies, broker-dealers and investors of ongoing information filings to the DAC system upon the execution of the Continuing Disclosure Agreement by both parties. DAC will provide the following services in its role as Disclosure Dissemination Agent for all bond issues listed in the attached Exhibit A. The City is responsible for notifying DAC of any changes to CUSIP numbers, including but not limited to, new CUSIPs assigned to existing bonds due to a remarketing or refunding.

### Compliance and Repository Services:

1. Provide, with respect to the City, a list of required information to be included in the Annual Financial Report to be provided by the City, including whether Audited Financial Statements are required to be included in the Annual Financial Report, and the date by which such Annual Financial Report is to be provided for each issue of bonds on the DAC system.
2. Review the historical information on file at EMMA and offer an online process (a “*Continuing Disclosure 5 Year Compliance Review*”) which will allow the City to customize, subject to the provisions of this Agreement, its use of the DAC system to determine whether there have been past compliance failures by the City with its prior continuing disclosure undertakings.
3. Provide an integrated repository for seamless disclosure of the City’s municipal bonds under Rule 15c2-12 and their non-municipal direct/taxable issues.
4. Provide templates consolidating all operating data as required by each Continuing Disclosure Agreement.
5. Review completed templates consolidating all operating data requirements and if any issues are noted from the review, DAC will notify the City for a resolution in a timely manner.
6. Establish an automated reminder system with reporting due dates as required by each Continuing Disclosure Agreement and linking to the operating data template.
7. File “incorporate by reference” official statements.
8. Provide notification for rating agencies’ actions affecting any outstanding bonds listed on DAC.
9. Disseminate original documents provided by the City to EMMA. Documents provided will have a certification attached as provided for in the undertaking or DAC’s Disclosure Dissemination Agent Agreement and any direction via email to make any filings will be deemed certification where none is provided. The City is solely responsible for the content and accuracy of each document provided to DAC.



- 10. Convert and validate financial statements, operating information, event notices and other documents into PDF readable format as required by the EMMA system's filing protocols.
- 11. Retain all evidence of EMMA receipts and filings for the life of the bonds.
- 12. Offer a minimum of 10-12 hours of continuing education annually as approved by NASBA.
- 13. Assist in developing written SEC policies and procedures.

**Investors Relations Services:**

- 14. Provide bondholder reports upon request.
- 15. Provide on-line, real-time questions and answer forum for investors.


**Compliance Certifications (Agreed Upon Procedures):**

- 16. Provide a Compliance Certification, if requested in writing and approved as to cost.

For the services outlined above, DAC charges a one-time \$2,500 set-up fee for each new issue and a \$2,500 annual filing fee. The total fees due, are:

|  |                            |
|--|----------------------------|
| Initial set-up fee of existing bond issue + <b>Series 2024</b> bonds | \$ <b>1,000*Discounted</b> |
| Ongoing annual filing/storage fee                                    | <u>2,500</u>               |
| <b>Due Upon Execution</b>  | <u><b>\$ 3,500</b></u>     |

The services under this contract described herein will be exclusively performed in Florida. DAC will bill for its services at the time of initial set-up on the DAC system, prior to releasing information to investors. All bond calls, defeasance notices or other material event notices will be disseminated by DAC. This agreement may be cancelled by either party with thirty (30) day written notice. At the time of any cancellation, all monies due DAC must be paid in full.

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| <p>By: </p> <hr/> <p><b>Paula Stuart</b><br/> <b>CEO</b><br/> <b>Digital Assurance Certification</b><br/> <b>Dated: August 19, 2024</b></p> | <p>By: _____</p> <p>N <b>Name: A. Jerome Fletcher, II, ICMA-CM, MPA</b><br/> <b>Title: City Manager</b></p> <p><b>Attest:</b></p> <p>_____</p> <p><b>Name: Heather Faust, MMC</b><br/> <b>Title: City Clerk</b></p> <p><b>Approved as to Form &amp; Correctness:</b></p> <p>_____</p> <p><b>Name: Amber L. Slayton, B.C.S.</b><br/> <b>Title: City Attorney</b></p> <p><b>City of North Port, Florida</b></p> |
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Any assistance services provided by DAC are not intended to be “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”), and you acknowledge that DAC shall not be acting as a “municipal advisor” with respect to your “municipal financial products” or the “issuance of municipal securities” (as such terms are defined in the Act).

DAC will make the System available to the City subject to the Terms of Use posted on the System. The City acknowledges and agrees that the Terms of Use form a part of this Agreement and agrees to comply with the Terms of Use in its use of the System. The City understands that to use the System, each of the City’s registered users must acknowledge acceptance of the Terms of Use on the City’s behalf, and the City represents that its users are authorized to accept the Terms of Use on the City’s behalf. The City may not use the System with respect to any bond issues of any third party or for any bonds issued by the City other than the Bonds.

The DAC System is protected by one or more pending and/or issued patent applications, copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. The System is also protected as a collective work or compilation under U.S. copyright and other laws and treaties. All individual elements making up the System are also copyrighted works. The City agrees to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the System. DAC grants the City a limited license to access and make personal use of the System solely in accordance with this Agreement. Any unauthorized use of the System shall terminate the permission or license granted to the City by DAC and will make any further use of the System an infringement of DAC’s intellectual property rights. All rights not expressly granted under this Agreement are reserved by DAC.



## Exhibit A

**DAC will provide disclosure dissemination services with respect to the following bond issues:**

|   | <b>Bond Issue</b>  | <b>MAX<br/>CUSIP</b> |
|---|--|----------------------|
| 1 | Series 2024 Infrastructure Sales Surtax Revenue Bonds  | TBD                  |
| 2 | Series 2020 Peace River/Manasota Regional Water Supply Authority Utility System Refunding Revenue Bonds  | 704612EQ9            |
| 3 | Series 2015 Peace River/Manasota Regional Water Supply Authority Utility System Refunding Revenue Bonds  | 704612DU1            |
| 4 | Series 2014B Peace River/Manasota Regional Water Supply Authority Utility System Refunding Revenue Bonds | 704612ED8            |

Please let us know if the above referenced list of eligible bond issues is accurate, making note of any additions or deletions needed to accurately reflect the municipal securities covered under this agreement.

Call dates represent the last date an annual filing was required to be made to the secondary market. If these bonds do require on-going disclosure beyond the call date, please indicate otherwise.

The City agrees to notify DAC of any changes or additions to its CUSIP numbers.