

RESOLUTION NO. 25-145

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN EMPLOYMENT AGREEMENT BETWEEN THE TOWN AND WILLIAM MCKANNAY TO SERVE AS THE TOWN MANAGER IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED IN THE EMPLOYMENT AGREEMENT ATTACHED AS EXHIBIT A TO THE RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, Andy Hyatt was employed to serve as the Town Manager as of the 1st day of May, 2023 and as required by Mr. Hyatt’s employment agreement, he provided notice to the Town Council of his intent to not extend the term of his agreement; and

WHEREAS, the Town advertised the anticipated vacancy and received 66 applications and thereafter at its public meeting on the 7th day of April, 2025, selected 5 individuals (Michael Brillhart, Scott Moye, William Lawrence, Jeremy Shaffer, William McKannay) and 2 alternates for interviews on Friday, April 18, 2025; and

WHEREAS, prior to April 18, 2025, William Lawrence was determined to not possess the minimum requirements for the position, and Scott Moye withdrew his application; and

WHEREAS, on April 18, 2025, the Town held a public “meet and greet” with William McKannay, Michael Brillhart, Patrick Jordan, Jeremy Shaffer and John Trew, which was followed by individual interviews with each Council Member as well as public interviews at a Special Town Council Meeting on the same day; and

WHEREAS, at the Special Town Council Meeting, the Town Council selected William McKannay as the top ranked Town Manager candidate and thereafter asked Councilor Woodson to negotiate an employment agreement with Mr. McKannay; and

WHEREAS, a copy of the negotiated employment agreement, which has been accepted and signed by William McKannay, is attached as Exhibit A for review and approval by the Town Council; and

WHEREAS, the Town Council finds that approving the Employment Agreement attached as Exhibit A is in the best interest of the businesses, residents, and visitors of the Town.

NOW, THEREFORE, BE RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA THAT:

Section 1. The foregoing Whereas clauses are ratified and confirmed as being true and correct, are the legislative and administrative findings of the Town Council and made a specific part of this Resolution.

Section 2. The Employment Agreement between the Town and William McKannay, attached as Exhibit A is approved.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed and severed to the extent of such conflict or unenforceability as may be determined by a court of competent jurisdiction.

Section 4. This Resolution shall become effective immediately upon adoption.

THE FOREGOING RESOLUTION was adopted by the Town Council upon motion by Mayor Allers and seconded by Council Member King, and upon being put to a vote, the result was as follows:

Dan Allers, Mayor	Aye
Jim Atterholt, Vice Mayor	Aye
John R. King, Council Member	Aye
Karen Woodson, Council Member	Aye
Scott Safford, Council Member	Aye

ADOPTED this 5th day of May 2025, by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Dan Allers

Dan Allers (May 6, 2025 17:02 EDT)

Dan Allers, Mayor

ATTEST:

Amy Baker

Amy Baker (May 6, 2025 11:36 EDT)

Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:

Nancy Stupakich

Nancy Stupakich (May 7, 2025 07:01 EDT)

Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 7th day of May 2025.

EMPLOYMENT AGREEMENT
BETWEEN
WILLIAM MCKANNAY
AND
THE TOWN OF FORT MYERS BEACH

THIS EMPLOYMENT AGREEMENT made and entered into on this 18th day of April 2025, by the TOWN OF FORT MYERS BEACH, a Florida municipal corporation, hereinafter referred to as the “Town” and WILLIAM MCKANNAY, herein after referred to as “Employee”.

WHEREAS, on April 18, 2025, the Town Council voted to employ the services of William McKannay, as the Town Manager of the Town of Fort Myers Beach, Florida, as provided for in Section 6.01 of the Town Charter; and

WHEREAS, it is the desire of the Town Council:

- (1) To retain the services of Employee as Town Manager and to provide inducement for him to remain in such employment; and
- (2) To make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future work security; and
- (3) To provide a means for terminating Employee’s services at such time that it is deemed expedient to do so by decision of either or both parties; and
- (4) To establish standards of performance for Employee to act as a guide to ensure accountability; and

WHEREAS, Employee desires to accept employment as the Town Manager of the Town of Fort Myers Beach, Florida under the terms and conditions set forth herein.

WHEREAS, on May 5, 2025, the Town Council by Resolution 25-145 approved the terms and conditions negotiated by the parties as contained in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Duties.

1.1 The Town hereby agrees to employ Employee as the Town Manager of the Town to perform the functions and duties specified in the Town Charter and Code of Ordinances of the Town, and to perform other such legally permissible and proper duties and functions, consistent with the office of the Town Manager, as the Town Council shall from time-to-time assign. Employee shall not engage in any outside employment during the term of this Agreement without the specific approval of the Town Council.

1.2 Annually, the Town Council shall define such goals and performance objectives that they determine necessary for the proper operation of the Town. Goals and objectives shall be established annually and prioritized by the Town Council.

1.3 This Agreement is contingent upon the successful completion of a pre-employment drug and background screening, in accordance with the Town's Drug & Alcohol-Free Workplace Policy as outlined in the Town's Employee Handbook, as well as a general background verification.

Section 2. Effective Date & Term.

2.1 The term of this Agreement shall be effective as of May 19, 2025, until May 31, 2027, or as of the date this Agreement is terminated by either party in accordance with the provisions set forth herein.

2.2 Nothing in this Agreement shall prevent, limit, interfere with, or otherwise restrict

the rights of the Town and the Town Council to terminate the services of the Employee at any time, with or without cause or notice, subject only to the provisions set forth in Sections 4.1 and 4.2 of this Agreement.

2.3 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the Town, subject only to the provisions set forth in Section 4.3 of this Agreement.

2.4 Employee shall notify the Town Council, at least one hundred twenty (120) days prior to the expiration of this Agreement of Employee's desire to continue to serve as Town Manager. By means of a formal vote at least ninety (90) days prior to the expiration date of this Agreement, the Town Council may extend this Agreement for additional one (1) year periods on the same terms and conditions as set forth herein. If this Agreement is not extended or terminated as provided herein, it shall terminate on the date specified in Section 2.1 with no further action required by the Town or Employee.

2.5. At least one hundred and twenty days (120) days prior to the expiration of any of the extension periods provided for herein, the Employee can also give notice of intent to renegotiate any of the employment terms herein. The parties may contract for renewal of Employee's position after the extension periods provided herein.

Section 3. Salary.

3.1 Town agrees to pay Employee for services rendered during the term of this Agreement commencing upon the Effective Date of this Agreement in the amount of \$200,000.00 per year, payable in equal installments in accordance with the Town's existing pay periods, plus longevity increases as provided for other Town employees.

3.2 The Town Council shall meet to review and evaluate the performance of the

Employee annually, with the first review to occur in May 2026, one year after the Effective Date of this Agreement. Beginning on the second year of employment, performance evaluations shall take place annually in February. The performance evaluation standards shall be established by Town Council and will be provided to the Employee as part of the onboarding process. These standards are intended to serve as a guideline; however, the Town Council reserves the right to determine the criteria by which the Employee is evaluated. In any given year in which the Employee receives a favorable annual review, the Employee may be eligible to receive an annual merit increase retroactive to the first full pay period following the Employee's anniversary date. (May 19, 2025)

3.3 Employee shall also be eligible to receive any pay plan adjustments (cost of living adjustments) and lump sum payments that are made available to Town staff.

Section 4. Termination or Resignation.

4.1 Except as provided in Section 4.2, if Employee is terminated during such time that Employee is ready, willing, and able to perform the duties of Town Manager under this Agreement, the Town agrees to pay Employee twenty (20) weeks of "Salary" as set forth in Section 3 ("Salary"). Severance Pay shall not include those items enumerated in Section 5 "Benefits," Section 6 "Hours of Work," Section 7 "Professional Development," or Section 10 "Other Terms and Conditions." Such Severance Pay may not exceed an amount greater than as set out in and defined in Section 215.425(d), Florida Statutes. In consideration of receiving the Severance Pay, Employee shall execute a general release in favor of the Town and in a form acceptable to the Town Attorney. Employee will also receive payment for any annual leave, not in excess of 250 hours, accrued prior to the effective date of the termination by the Town Council to be paid to Employee within forty-five (45) days of termination as provided herein. After the payments

described in the immediately preceding sentence, the Town shall have no further financial obligation to Employee pursuant to this Agreement except for the payment of pension benefits, benefits earned under this Agreement, and benefits otherwise required by law. This Section shall not prevent Employee from collecting any money earned by participating in the Town's deferred compensation plans (e.g., 401(a) and 457) as they may be amended from time to time.

4.2 In the event Employee is terminated either (i) for misconduct as defined in Section 443.036(29), Florida Statutes, as determined by a majority of the Town Council or (ii) "with cause" as determined by a majority of the Town Council (both subject to the "reconsideration" request as provided for in Section 6.02 of the Town Charter), the Town shall have no obligation to pay the Severance Pay enumerated in Section 4.1 above. For purposes of this Agreement, "with cause" is defined as and limited to any of the following:

- (a) a violation of state or local ethics laws and codes, including, but not limited to the Florida Code of Ethics for Public Officers and Employees, the Town's Code of Ethics¹, the Public Records Law, Sunshine Law, or the Lee County Code of Ethics;
or
- (b) failure to follow Town policy; or
- (c) a breach of this Agreement; or
- (d) violence or threatened violence, threats, or threatening behavior to a Town appointed or elected official, employee, customer, or resident; or
- (e) theft of Town money or property; or
- (f) falsifying records; or

¹ Part III of Chapter 112, *Fla. Stat.*, "Code of Ethics For Public Officers and Employees".

- (g) gross insubordination²; or
- (h) illegal harassment or retaliation; or
- (i) failing an alcohol or drug test; or
- (j) commission of an unlawful act in the performance of official duties; or
- (k) improper performance of any lawful act; or
- (l) failure or omission to perform an act when there is an obligation to perform that act; or
- (m) neglect of duty; or
- (n) habitual drunkenness; or
- (o) incompetence in performing official duties; or
- (p) inability to perform official duties due to absence, disability, or other reason; or
- (q) arrest for a felony or for a misdemeanor related to the performance of official duties, or indicted or informed against for the commission of a federal felony or misdemeanor or state felony or misdemeanor; or
- (r) violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination; or
- (s) the commission of any fraudulent act against the interest of the Town; or
- (t) the commission of any act which involves moral turpitude; or

In the event Employee is terminated pursuant to this Section 4.2, the Town shall have no further financial obligation to Employee pursuant to this Agreement except for the payment of pension benefits, benefits earned under this Agreement, and benefits otherwise required by law.

² The deliberate refusal to obey a lawful instruction of the Town Council, expressly defying a lawful instruction of the Town Council, or challenging the authority of the Town Council.

This Section shall not prevent Employee from collecting any money earned from participating in the Town's deferred compensation plans (e.g., 401(a) and 457) as they may be amended from time to time.

4.3 In the event that Employee voluntarily resigns the position of Town Manager during the term of this Agreement, Employee shall give the Town at least one hundred and twenty (120) days written notice prior to the effective date of such resignation. The Town may elect, at its sole discretion, to accelerate the resignation date. Whether or not the Town elects to accelerate Employee's resignation, as of the effective date of the resignation, the Town shall have no further financial obligation to Employee pursuant to this Agreement except for the payment of pension benefits, benefits earned under this Agreement, and benefits otherwise required by law. This Section shall not prevent Employee from collecting any money earned from participating in the Town's deferred compensation plans (e.g., 401(a) and 457) as they may be amended from time to time.

Section 5. Allowances and Benefits.

5.1 The Town will pay for Employee's cellular telephone and provide a company laptop. Additionally, except as otherwise provided herein, the Town will provide Employee with benefits and allowances provided to all Town employees during the term of this Agreement consistent with the Town's Employee Handbook, as may be amended from time to time. The Town agrees to pay one hundred percent (100%) of the total premium cost of the Employee's health, dental and vision insurance provided to Town staff, and 50% of family and spouse health, dental and vision insurance coverage. The Town reserves the right to amend, modify, terminate, or otherwise change or adjust any benefits as it sees fit, if it is done for all similarly situated employees in accordance with 9.2 below.

If any additional communication and/or electronic equipment is mutually determined by the Town and Employee to be required so that Employee can provide the Town Manager services provided for herein, Town shall pay such additional costs so long as such costs have been budgeted by the Town. If Employee uses any private digital or electronic devices to conduct Town business, in accordance with applicable law Employee is responsible for retaining and providing the Town upon request all public records (as defined by applicable law) on any private digital or electronic devices. It shall be a breach of this Agreement if Employee fails to turn over all available public records to the Town that are within the employee's possession pursuant to Florida State Law. The provisions of this paragraph shall survive the termination of this Agreement.

5.2 Employee shall have the right to participate in the Town's pension plan. The Town will contribute (10%) of the employees' salary into the selected plan. Employee shall vest twenty percent (20%) per year up to one hundred (100%) percent.

5.3 The Town agrees to reimburse the Employee up to \$22,500 for reasonable and necessary relocation expenses, upon submission of itemized receipts. Reimbursement shall be processed in the first pay period following the Employee's official start date and the Town's receipt and approval of all supporting documentation. This reimbursement shall be considered taxable income and is subject to applicable federal, state, and local tax withholdings in accordance with IRS regulations.

Should the Employee voluntarily resign from employment prior to completing one (1) year of continuous service, the full amount reimbursed must be repaid to the Town within thirty (30) calendar days of the Employee's effective date of separation.

Section 6. Hours of Work.

6.1 The Employee will be allowed to take planned Annual Leave as shall be deemed

appropriate during normal office hours consistent with the Town's Employee Handbook and applicable policies.

6.2 Employee acknowledges and agrees to live on Estero Island.

Section 7. Professional Development and Reasonable Expenses.

7.1 The Town hereby agrees to budget for and pay the reasonable and necessary professional association dues, travel, registration costs, and subsistence expenses of Employee for professional and official travel, provided such travel is directly related to the Employee's role and supports the continued professional development of the Employee, as well as the effective execution of the Town's official business. This includes but is not limited to participation in conferences, seminars, and meetings such as the Annual Conference of the International City Management Association, the Florida League of Cities, and other recognized municipal professional associations relevant to the Employee's duties. Participation in such events must be scheduled so as not to disrupt or interfere with ongoing Town operations and should be coordinated in a manner that ensures continuity of leadership and service delivery during the Employee's absence.

7.2 The Town also agrees to budget for and to pay the reasonable and necessary professional fees, travel, and subsistence expense of the Employee for short courses, institutes, and seminars that are necessary for Employee's professional development and in alignment with the Employee's role and the effective execution of the Town's official business.

7.3 No less than thirty (30) days before any travel provided for herein, Employee shall notify the Town Council of Employee's absence from the Town.

7.4 The Town agrees to reimburse Employee for reasonable expenses incurred in the performance of his duties upon submission of receipts, invoices, or other documentation thereof

upon approval of Town Council.

Section 8. Indemnification.

8.1 The Town shall provide a legal defense, and indemnification, under the same terms and conditions as provided to the other employees of the Town in accordance with the requirements and provisions of the Town Charter and Code of Ordinances of the Town. The Town shall have the right to compromise and settle any such claim or suit and pay the amount of any such settlement or judgment rendered thereon, in its sole discretion.

8.2 The Town shall bear the full cost of any fidelity or other bonds which may in the future be required of the Employee by law or ordinance.

8.3 Public Official's Liability Insurance - Town shall provide Public Officials Liability Insurance coverage applicable for all acts or omissions of the Town Manager acting within the scope of his employment, subject to and as provided for in the Annual Budget and as may be otherwise provided to Town Council members, Department Heads, and based solely upon the policies of insurance held by the Town from time to time.

Section 9. Other Terms and Conditions of Employment.

9.1 The Town Council, in consultation with the Employee, shall establish such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in direct conflict with the provisions of this Agreement, the Town Charter, the Town Code of Ordinances, or any other applicable law.

9.2 All other provisions of the Town Charter, Town Code of Ordinances, and rules and regulations of the Town relating to benefits as outlined in the schedule of benefits for the Executive staff as they now exist or hereafter may be amended from time to time, shall also apply to the

Employee as it would be to other general employees of the Town not covered by a collective bargaining agreement, in addition to said benefits numerated specifically for the benefit of the Employee herein.

9.3 The Town may at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of the Employee, during an across-the-board reduction for all general employees of the Town or upon majority vote of the Town Council.

9.4 Employee shall accrue and be entitled to annual leave, sick leave, and holidays in the same manner as Directors of the Town. Employee accrues at a rate of nineteen (19) hours per month. Remote work may be available in accordance with the Town's Remote Work policy. Any extended periods of remote work must be approved by the Town Council in advance.

9.5 Employee shall be entitled to utilize accrued annual leave and sick leave as needed, provided such use does not disrupt the operation of the Town. Use of leave shall not exceed the amount of leave accrued annually, unless otherwise authorized in accordance with qualified leave provisions, such as those provided under applicable law or Town policy.. Accrued annual leave or sick leave must be used to maintain Employee in pay status when Employee is on approved leave from work or when Employee is unable to attend work due to illness, or for other approved absences from work. Nothing in this Agreement shall require the Town to maintain Employee in a paid status once all accrued leave balances have been exhausted

9.6 Upon termination or resignation with appropriate notice, Employee shall be entitled to a pay out of unused annual leave hours up to a maximum of 250 at the rate in effect at the time of termination or resignation.

Section 10. Notices.

10.1 Notices pursuant to this Agreement shall be given by deposit in the custody of the

United States Postal Service, postage prepaid, return receipt requested, addressed as follows:

Town: Mayor
Town of Fort Myers Beach
6231 Estero Boulevard
Fort Myers Beach, FL 33931

With a copy to: Town Attorney
6231 Estero Boulevard
Fort Myers Beach, FL 33931

Employee: William McKannay
As on file

10.2 Alternatively, notices required pursuant to this Agreement may be personally given by hand delivery or a commercially recognized overnight carrier. Notice shall be deemed given as of the date of personal service, overnight delivery, or as of the date of deposit of such written notice with the United States Postal Service addressed to the parties as stated above and to the Employee at the address on file with the Town.

Section 11. General Provisions.

11.1 It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreement, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

11.2 No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

11.3 The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

11.4 If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall not be affected and shall remain in full force and effect.

11.5 The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the Town Manager.

11.6 In the event of litigation, both parties are responsible for paying their respective costs.

11.7 Provisions of this Agreement, which by their terms extend beyond the termination, expiration or suspension of this Agreement will survive and remain effective in accordance with their terms and to the extent necessary to the intended preservation of such rights and obligations.

11.8 The parties acknowledge that this Agreement is the result of continual and ongoing negotiation between the parties of equal bargaining power and any ambiguities herein should not be construed against either party but should be given a fair and reasonable interpretation.

11.9 The headings or captions of Paragraphs in this Agreement are for reference only, do not define or limit the provisions of such Paragraphs and shall not affect the interpretation of such provisions.

11.10 This Agreement may be executed by facsimile signature or by other electronic means, such as electronic signature in one or more counterparts by the parties which, taken together, shall constitute one binding agreement.

11.11 Employee acknowledges that the legal counsel that prepared this Agreement is representing the Town rather than Employee and that Employee has been advised to seek the advice of independent counsel. Employee acknowledges that he has had the opportunity to seek the advice of independent counsel. Employee has obtained all information necessary to make an

informed decision regarding this Agreement and that any claims regarding any possible conflict of interest regarding this Agreement or its preparation are freely and voluntarily waived.

11.12 While Employee is employed by the Town and thereafter, Employee shall cooperate with the Town in any internal investigation or administrative, regulatory or judicial proceeding as reasonably requested by the Town (including, without limitation, Employee being available to the Town upon reasonable notice for interviews and factual investigations, appearing at the Town's request to give testimony without requiring service of subpoena or other legal process, volunteering to the Town all pertinent information and turning over to the Town all relevant public records, whether owned by the Town or otherwise, which are or may come into Employee's possession, all at times and on schedules that are reasonably consistent with Employee's other permitted activities and commitments).

Section 12. Waiver of Jury Trial

BOTH THE TOWN AND EMPLOYEE KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY CIVIL PROCEEDINGS THAT MAY BE INITIATED BY EITHER PARTY WITH RESPECT TO ANY TERM OR CONDITION OF THIS AGREEMENT.

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IN WITNESS WHEREOF, the Town of Fort Myers Beach, Florida, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested to by its Town Clerk, and approved as to form by the Town Attorney, and the Employee has signed and executed this Agreement, on the day and year first above written.

**TOWN OF FORT MYERS BEACH,
FLORIDA**

Dan Allers

Dan Allers (May 6, 2025 17:02 EDT)

Dan Allers, Mayor

EMPLOYEE

William McKannay

William McKannay

ATTEST:

Amy Baker

Amy Baker (May 6, 2025 11:36 EDT)

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND SUFFICIENCY FOR THE
USE AND RELIANCE OF THE TOWN ONLY:**

Nancy Stupach

Nancy Stupach (May 7, 2025 07:01 EDT)

Town Attorney

25-145, Employment Agreement Town of FMB - W.McKannay - Town Manager Final for Signatures

Final Audit Report

2025-05-07

Created:	2025-05-06
By:	Lizzette Roman (Lroman@fmbgov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzyOpcad7DjLFCbYXBhgy6adK3YmrxUfw

"25-145, Employment Agreement Town of FMB - W.McKannay - Town Manager Final for Signatures" History

-  Document created by Lizzette Roman (Lroman@fmbgov.com)
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-  Document emailed to Dan Allers (allersd@fmbgov.com) for signature
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 Document e-signed by Nancy Stuparich (nstuparich@voselaw.com)

Signature Date: 2025-05-07 - 11:01:56 AM GMT - Time Source: server

 Agreement completed.

2025-05-07 - 11:01:56 AM GMT