



August 23, 2024

Letter of Agreement FY2425-002

This letter serves as an agreement between the College of Central Florida and City of Ocala for the following programs of instruction. A fully executed agreement must be in effect before these courses can begin. The terms and conditions of this agreement will expire within 30 days if a fully executed copy is not received by the College.

| | |
|-------------------------|---|
| Program Title: | Business Writing, Grammar Brush-Up and Editing and Proofreading |
| Instructor: | Brandy Currie |
| Dates: | October 1 and 17 - Business Writing October 3 and 22 - Grammar Brush-Up October 15 and 29 - Proofreading |
| Times: | 4-hour blocks per session – 8:30am-12:30pm |
| Location: | At the City's Mary Sue Rich center |
| Participants per Class: | Up to 30 participants per session |
| Cost: | \$575 per 4-hour session Cost includes preparation of content, face to face instructional time and certificate of course attendance. Multiple or makeup sessions can be scheduled as needed for the same price per session. Per-session fee does not include participant handouts. |

The College of Central Florida is committed to providing the highest quality of instruction to its students. To ensure this quality, the College agrees to:

- Provide a qualified instructor.
- Coordinate a suitable classroom at CF, if needed. No additional charge to use CF space.
- Reproduce any in-class materials needed by instructor.
- Reproduce participant handouts at \$2.14 per booklet.
- Provide certificates of attendance to Andi Stokes to distribute to participants who successfully complete the course.
- Submit an invoice to your school on the first day of class.

In return for our service, City of Ocala agrees to:

- Identify participants and advise them of class details.
- Reproduce participant handouts in-house if preferable.
- Distribute certificates to completers.
- Pay to the College the amount billed within 30 days.

General Provisions of this Agreement

Entire Understanding This agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.

College of Central Florida does not discriminate against any person on the basis of race, color, ethnicity, religion, sex, pregnancy, age, marital status, national origin, genetic information, sexual orientation, gender identity, veteran status or disability status in its programs, activities and employment. For inquiries regarding nondiscrimination policies contact Dr. Mary Ann Begley, Title IX Coordinator, Ocala Campus, Building 3, Room 116, 3001 S.W. College Road, 352-291-4410, or Equity@cf.edu.

Amendments The provisions of this agreement may only be amended, supplemented, waived, or changed in writing, making specific references to this agreement signed by both parties.

Enforcement All of the terms and provisions of this agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, estates, successors, and permitted assigns.

Notices All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed to:

College contact and address:

Dr. Jennifer Fryns
VP of Workforce & Innovation
College of Central Florida
3001 SW College Road
Ocala, FL 34474

Business name and address:

City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

or to such other addresses as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

- a) On the date delivered if by personal delivery,
- b) On the date faxed if by fax, and
- c) On the date upon which the Return Receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered, as the case may be, if mailed.

Governing Laws This agreement and all transactions contemplated by this agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.

Attorney's Fees If any legal action or other proceeding, including arbitration, is brought for the enforcement of this contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

Counterparts This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Survival of Covenant All covenants, agreements, representations and warranties herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this agreement and the consummation of the transactions contemplated hereby.

Remedies No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

Severability Clause Provisions contained in this agreement, which are contrary to, prohibited by, or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.

Waiver A failure to assert any rights or remedies available to a party under the terms of this agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

This agreement shall be effective upon execution by the President of the College. Either party may cancel this Agreement upon thirty (30) days written notice to the other party. In the event of cancellation, the parties shall be released from all obligations under this Agreement, however such release shall not extend to monies due to the College for services provided prior to cancellation or services scheduled

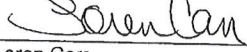
College of Central Florida does not discriminate against any person on the basis of race, color, ethnicity, religion, sex, pregnancy, age, marital status, national origin, genetic information, sexual orientation, gender identity, veteran status or disability status in its programs, activities and employment. For inquiries regarding nondiscrimination policies contact Dr. Mary Ann Begley, Title IX Coordinator, Ocala Campus, Building 3, Room 116, 3001 S.W. College Road, 352-291-4410, or Equity@cf.edu.

CONTRACT# RSK/241036

during the thirty-day notice period. The College shall not be released from its obligation to provide services for which prior payment has been made.

If these arrangements are satisfactory, please sign this agreement and return to my attention as soon as possible. Training cannot commence until this agreement is fully executed.

Respectfully,


Loren Carr
Director, Corporate College
College of Central Florida

Date: 8/23/24

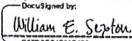
For City of Ocala:


Signature

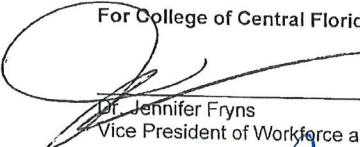
Christopher Watt
Print Name

9/12/2024
Date

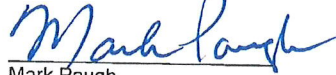
Approved as to form and legality:


William E. Sexton, City Attorney

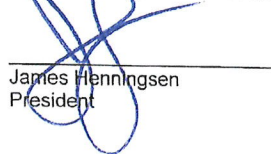
For College of Central Florida:


Dr. Jennifer Fryns
Vice President of Workforce and Innovation

Date: 9/12/24


Mark Paugh
Vice President, Academic Affairs

Date: 9/17/24


James Henningsen
President

Date: 9/17/24

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**City of Ocala
Business Writing Series
Content Outline**

Business Writing (4 Hour Session)

Writing clearly, concisely, and appropriately targeting your audience.

Forms

- Business letter format
- Response letters negative and positive
- Memo format

E-mails

- Streamlined writing process
- Key principles of effective writing
- Plain language in government
- Tone

- Professional vs. casual
- Active vs. passive voice

Spelling pitfalls: commonly confused words

Importance of punctuation: commas, semicolons, apostrophes

Cut excessive wordiness

Eliminate unnecessary words and phrases

Grammar Brush-up (4 Hour Session)

Parts of speech

Sentences

- Fragments
- Run-on
- Splices

Subject and verb agreement

Pronoun case

Confused words

Capitalization

Numbers and dates usage

Punctuation

- Commas
- Semicolons
- Apostrophes
- Quotation marks
- Colons

Editing and Proofreading (4 Hour Session)

Practice, practice, practice

Five steps to proofread

Spelling

Challenges in English words, spelling, and grammar

Confusing words

Parallelism

Readability

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Certificate Of Completion

Envelope Id: D339799456DF465CBC0832CE85DD71AA

Status: Completed

Subject: SIGNATURE: Letter of Agreement Business Training Series - College of Central Florida (RSK/241036)

Source Envelope:

Document Pages: 4

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

April Adolf

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

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

Ocala, FL 34471

aadolf@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: April Adolf

Location: DocuSign

9/11/2024 6:57:17 PM

aadolf@ocalafl.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

William E. Sexton


wsexton@ocalafl.org

City Attorney

City of Ocala

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

DocuSigned by:


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Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Timestamp

Sent: 9/11/2024 7:12:19 PM

Viewed: 9/12/2024 12:43:04 PM

Signed: 9/12/2024 12:43:15 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Christopher Watt

cwatt@ocalafl.org

Chief of Staff

Security Level: Email, Account Authentication
(None)

DocuSigned by:


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Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Sent: 9/12/2024 12:43:17 PM

Viewed: 9/12/2024 1:15:42 PM

Signed: 9/12/2024 1:15:58 PM

Electronic Record and Signature Disclosure:

Accepted: 9/12/2024 1:15:41 PM

ID: 0ab7e62c-4cac-4181-bd41-bee22ab6d836

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 Summary Events

Envelope Sent
Certified Delivered
Signing Complete
Completed

Status

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

Timestamps

9/11/2024 7:12:20 PM
9/12/2024 1:15:42 PM
9/12/2024 1:15:58 PM
9/12/2024 1:15:58 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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.