

**COOPERATIVE AGREEMENT
CITY OF OCALA**

NOW THEREFORE, this **COOPERATIVE AGREEMENT** ("Agreement") is entered into on this _____ of _____ 2026 by and between **THE SCHOOL BOARD OF MARION COUNTY, FLORIDA** ("SCHOOL BOARD") and the **CITY OF OCALA**, 110 SE Watula Ave, Ocala, Florida 34471, ("CITY").

R E C I T A L S

WHEREAS, the SCHOOL BOARD has the authority, as provided by § 1006.261, Fla. Stat. (2025), to engage in a contractual relationship with an interlocal agency

WHEREAS, the SCHOOL BOARD desires to contract with the CITY for the rental of one (1) eighty-three (83) passenger bus for use on Monday through Friday commencing May 31, 2026, and ending August 1, 2026, to transport participants of summer youth programs sponsored by the CITY.

WHEREAS, the parties, for and in consideration of the mutual agreements hereinafter contained, agree as follows;

1. **TERM/TERMINATION**. This Agreement is effective beginning on **May 31, 2026, through August 1, 2026**, or as mutually agreed upon by the parties' agents. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination, specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event funds to finance this Agreement or any part thereof become unavailable, a party must provide written notice to the other party within twenty-four (24) hours of receipt of said information (of the lack of available funds) and of its intent to terminate said Agreement. This Agreement will be considered terminated 24 hours after receipt of the written notice.
2. **COMPENSATION**. The CITY agrees to pay to the SCHOOL BOARD a rental fee of **\$600.00 per month for each bus** due and payable on the first day of each month during the aforementioned period of this Agreement.
3. **BUS DRIVER(S)**. The CITY must use qualified personnel as defined in Fla. Admin. Code R. 6A-3.0141 when operating SCHOOL BOARD buses. Personnel will be certified or licensed in accordance with the standards established by the State. The CITY must provide proof of said personnel's qualifications to SCHOOL BOARD before the commencement of the use of the buses.
4. **INDEMNIFICATION AND HOLD HARMLESS**. Pursuant to § 1006.261(2(a)) and (b). Fla. Stats. (2025), the CITY hereby indemnifies and holds harmless the SCHOOL BOARD from any and all liability of SCHOOL BOARD by virtue of the use of such buses pursuant to this Agreement. The CITY indemnifies the SCHOOL BOARD from any and all liability, loss, or damage SCHOOL BOARD may suffer as a result of any claim, demand, cost or judgment against it, related directly or indirectly to the performance of the CITY'S obligations under the terms of this Agreement. Said indemnity includes, but is not limited to, interest court costs and any other costs incurred by SCHOOL BOARD in establishing the right to indemnification and

collecting any judgment against the CITY. The CITY'S indemnification requirement agreed to herein is limited to the extent allowed by § 768.28, Fla. Stat. (2025) and to the monetary amounts set forth therein. Under no circumstances will CITY be required to indemnify SCHOOL BOARD for an amount in excess of those statutory limits. The CITY and SCHOOL BOARD further agree that SCHOOL BOARD'S right to indemnification does not include indemnification for SCHOOL BOARD'S own tortious actions or that of its agents, officers, or employees. SCHOOL BOARD agrees to notify the CITY in writing within ten (10) days of receipt of any notice of any action against SCHOOL BOARD pertaining to this matter. Such notice will be by certified mail, return receipt requested or by overnight courier. A notification will be deemed given on the date such notice is postmarked regardless of whether the CITY actually receives said notification.

5. **ASSIGNMENT**. The CITY agrees not to assign all or any portion of this Agreement without the prior written consent of the SCHOOL BOARD. The CITY shall not enter into subcontracts for any of the work contemplated under this Agreement without the express written approval of the SCHOOL BOARD. Any and all subcontracts, if approved by the SCHOOL BOARD, shall be subject to all of the terms and conditions of this Agreement and to any other conditions of approval deemed necessary by the SCHOOL BOARD.
6. **MAINTENANCE**. Vehicles must be maintained in a safe operating condition as determined by the State of Florida Highway Patrol.
7. **TRANSPORTATION REQUIREMENT**. Drivers must maintain on the vehicle an updated list of all youth program participants assigned to the vehicle. This list must contain, at a minimum, the name, address, telephone number, emergency telephone number and address, and the special needs of the student.
8. **OPERATION OF SCHOOL BUSES**. CITY will provide daily transportation of participants to and from the CITY facility. The CITY must have appropriate personnel on hand at the time the school bus arrives and departs to assure that all participants are properly supervised. The CITY must organize, coordinate, administer, supervise, and operate participant transportation services as follows:
 - A. Participant transportation services must be provided in compliance with the following provisions:
 - (1) Vehicle must be operated by or contracted for by the CITY.
 - (2) Drivers and attendants or any and all personnel who ride or who will be in attendance on the bus at the time students are on the bus must be an employee of the CITY.
 - (3) Individual employees assigned to drive at the time students are on the bus must be licensed by the Florida State Department of High Safety and Motor Vehicles, Drivers' License Division, to operate a vehicle of this size and type.
 - (4) The CITY represents and warrants to the SCHOOL BOARD that it has obtained a Motor Vehicle Registration search on any person who will provide transportation services to the SCHOOL BOARD pursuant to this contract and that it will not provide personnel if the person has had more than 8 points on his or her driver's license within the 3-year period before performing services under this contract.
 - (5) The CITY will develop policies and procedures concerning the transportation of participants and ensure that appropriate personnel are given an orientation regarding

these procedures. Policies and procedures must not be in conflict with any policy or procedure of the SCHOOL BOARD.

- B. All of the vehicles utilized under the terms of this contract must meet the following standards:
- (1) Equipped with seat belts, which are used at all times to secure Students while being transported.
 - (2) Maintained to Original Equipment Manufacturers (OEM) standards and comply with requirements of Sections 1006.21, 1006.22, 1006.25 and 1006.261, Fla. Stats. (2025) "Transportation of School Children."
- C. The CITY will make its personnel available at a time and in a place stipulated by the SCHOOL BOARD for in-service training of school bus drivers or attendants. This in-service training will not exceed eight (8) hours in any one year exclusive of travel time to and from training.
- D. The CITY will provide supervision of all participants while in the vehicles, with attendants on the bus where appropriate.
- E. Vehicles must be maintained in a safe operating condition as determined by the State of Florida Highway Patrol. The SCHOOL BOARD reserves the right to take any bus out of service until the CITY corrects the deficiencies.
- F. The CITY agrees that it will use the buses only to transport Marion County participants between their homes and the CITY'S youth summer program site and for no other purpose whatsoever. When not in use, the buses will be stored at CITY property located at 1805 N.E. 30th Avenue, Ocala, Florida 34470. Use will be in compliance with Florida Statute and Florida Department of Education rules concerning student transportation.
- G. The CITY has had an adequate opportunity to inspect the vehicles and agrees to accept them as is, where is. The SCHOOL BOARD makes no warranties or representations about the condition of the buses.
- H. The CITY will comply with state and federal law regarding maintenance requirements. Routine maintenance or damage caused by the CITY'S use of the buses will be invoiced to the CITY. All maintenance and repair work will be done by the SCHOOL BOARD and invoiced to CITY. The CITY will pay all invoices within thirty (30) days of receipt. During such time as buses are being serviced or repaired, the SCHOOL BOARD will attempt to provide CITY with substitute buses for use during that period. The SCHOOL BOARD makes no warranties or representations regarding the condition of the substitute buses. Notwithstanding the preceding, the CITY will be responsible for maintaining the interior and exterior of the buses in the same condition as existed at the commencement of this Agreement, ordinary wear and tear excepted. The CITY will be responsible for cleaning the bus interiors upon return to SCHOOL BOARD or CITY will be assessed a fee of \$154.50 per bus.
- I. All drivers must follow and meet federal and state rules and regulations and attend CDL training provided or approved by the SCHOOL BOARD.

- J. The CITY will be responsible for all damage to the buses and must return them at the end of the lease term in the same condition as existed at the commencement of the term, ordinary wear and tear excepted.
- K. The CITY will provide all of its own oil and fuel.
- L. The CITY agrees to comply with the transportation requirements outlined on Exhibit A.
9. **LIABILITY AND INSURANCE**. CITY shall be liable as provided by law. CITY relies on sovereign immunity and is self-insured in accordance with the terms and limited liability set for under §768.28, Fla. Stats. (2025).
10. **PASSENGER LOAD LIMIT**. When SCHOOL BOARD buses are used for CITY transportation needs, the passenger capacity for persons being transported must not exceed the rated capacity of the vehicle. No one shall be permitted to stand in the aisles, on the seats, etc. while the school bus is moving or otherwise in operation.
11. **INDEPENDENT CONTRACTOR**. The CITY shall act as independent contractors and not as an employee or agent of the SCHOOL BOARD in fulfilling its respective obligations under this Agreement.
12. **ENTIRE UNDERSTANDING**. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other understanding(s) and agreement(s) by the parties.
13. **GOVERNING LAW & VENUE**. The laws of the State of Florida govern all aspects of this Agreement and all transactions contemplated by it without regard to principles of conflicts of laws. Venue for any litigation related to this Agreement will be in Marion County, Florida.
14. **COMPLIANCE WITH LAWS AND POLICIES**. Each party must comply with all applicable federal and state laws, local government licensing requirements, codes, rules, and regulations and written SCHOOL BOARD policies in performing its duties, responsibilities, and obligations pursuant to this Agreement. Lack of knowledge by the CITY will in no way be a cause for relief from responsibility.
15. **NON-DISCRIMINATION**. Neither party will subject any person to discrimination because of age, race, color, disability, pregnancy, gender, marital status, national origin, or religion, in the performance of the parties' respective duties, responsibilities, and obligations under this Agreement.
16. **NO WAIVER OF SOVEREIGN IMMUNITY**. This Agreement does not waive sovereign immunity by any agency or political subdivision to which sovereign immunity may apply, or of any rights or limits of liability existing under § 768.28, Fla. Stat. (2025). This term survives the termination of all performance or obligations under this Agreement and is fully binding until any applicable statute of limitations bars any proceeding brought under this Agreement.
17. **INSPECTOR GENERAL AUDITS**. CITY and its subcontractors (if any), 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 or by any other Florida official with proper authority.

18. **NO THIRD-PARTY BENEFICIARIES**. Nothing in this Agreement provides consent by any agency or political subdivision of the State of Florida to allow any person or entity not a party to this Agreement to sue, including, but not limited to, any citizen or employees of the CITY or SCHOOL BOARD, in any matter arising out of this Agreement, or to confer any rights on any third party to allow any claim otherwise barred under the doctrine of sovereign immunity by operation of law.
19. **WAIVER**. A waiver by either party of a breach or failure to perform under this Agreement will not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Agreement and the policies of SCHOOL BOARD does not relieve CITY of the indemnification provisions required by this Agreement. A waiver is only valid against a party if the waiver is in writing, signed by that party, and then only to the extent expressly specified therein.
20. **E-VERIFY**. Under Section 448.095, Fla. Stats. (2025) CITY must use the U.S. Agency of Homeland Security's E-Verify system, <https://www.e-verify.gov/employees>, to verify the employment eligibility of all employees hired during the term of this Agreement. CITY must 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. CITY must provide evidence of registration as required by Florida Statute. Failure to comply with this provision is a material breach of the Agreement, and SCHOOL BOARD may choose to terminate the Agreement at its sole discretion.

21. **PUBLIC RECORDS**.

A. IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: PUBLIC RELATIONS AND COMMUNICATION OFFICER: KEVIN CHRISTIAN, APR, CPRC, AT (352) 671-7555, PUBLIC.RELATIONS@MARION.K12.FL.US OR IN PERSON AT 1614 E. FORT KING STREET, OCALA, FLORIDA 34471.

B. IF SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: ANGEL B. JACOBS, CITY CLERK, AT (352) 629-8266, AJACOBS@OCALAF.LGOV OR IN PERSON AT 110 SE WATULA AVENUE, OCALA, FLORIDA 34471.

22. **NOTICES**. All notices, requests, consents, and other communication required or permitted under this Agreement must be in writing and hand delivered by messenger or courier service; faxed; emailed; or mailed by Registered or Certified Mail (postage pre-paid) Return Receipt Requested, addressed to:

School Board: Danielle Brewer, Ed.D, Superintendent
The School Board of Marion County, Florida
1614 E. Fort King Street
P.O. Box 670
Ocala, Florida 34478-0670
(352) 671-7720
Fax: (352) 671-7582
Email: Danielle.Brewer@marion.k12.fl.us

With a copy to: Jeremy T. Powers, Esq., School Board Attorney
The School Board of Marion County, Florida
1614 E. Fort King Street
Ocala, Florida 34471
(352) 867-2176
Email: BoardClerk@marion.k12.fl.us

City of Ocala: John King, Director of Fleet Management
1805 N.E. 30th Ave., Bldg. 200
Ocala, Florida 34470
(352) 351-6750
Fax: (352) 867-5131
Email: fleet@ocalafl.gov

With a copy to: William E. Sexton, Esq., City Attorney
City of Ocala, City Hall
110 SE Watula Ave, 3rd Floor
Ocala, FL 34471
(352) 401-3972
Email: cityattorney@ocalafl.gov

or to such address(es) as the parties may mutually designate by notice complying with the terms of this Agreement. The parties will deem the notice delivered:

- (a) On the date delivered, if by personal delivery,
- (b) On the date faxed or emailed, if by facsimile or email, and
- (c) On the date, a party signed the Return Receipt, or refused acceptance of delivery, or the notice is designated by the postal authorities as not delivered if mailed to the proper address.

THIS SPACE IS INTENTIONALLY LEFT BLANK.

23. **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.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of The School Board of Marion County, Florida and the City of Ocala.

THE SCHOOL BOARD OF MARION COUNTY, FLORIDA

Date: _____ By: _____
Dr. Sarah James, Board Chair

Date: _____ By: _____
Danielle Brewer, Ed.D., Superintendent

CITY OF OCALA

Date: _____ By: _____
Ire J. Bethea Sr., City Council President

ATTEST

Date: _____ By: _____
Angel B. Jacobs, City Clerk

APPROVED FOR FORM AND LEGALITY:

Date: 4/30/2026 By: William E. Sexton, Esq.
William E. Sexton, Esq., City Attorney

Certificate Of Completion

Envelope Id: 613B1B72-9F11-856E-81B1-8C948D9CFE17
 Subject: FOR SIGNATURE - Revised number of buses - format changed - REC/260475
 Source Envelope:
 Document Pages: 7
 Certificate Pages: 4
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed
 Envelope Originator:
 Amber Bartleson
 110 SE Watula Avenue
 City Hall, Third Floor
 Ocala, FL 34471
 abartleson@ocalafl.gov
 IP Address: 216.255.240.104

Record Tracking

Status: Original
 4/30/2026 9:26:32 AM
 Security Appliance Status: Connected
 Holder: Amber Bartleson
 abartleson@ocalafl.gov
 Pool: StateLocal
 Location: DocuSign

Signer Events

William E. Sexton, Esq.
 wsexton@ocalafl.gov
 City Attorney
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 4A55AB8A8ED04F3...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Timestamp

Sent: 4/30/2026 9:27:29 AM
 Viewed: 4/30/2026 4:20:58 PM
 Signed: 4/30/2026 4:24:43 PM

Electronic Record and Signature Disclosure:
 Accepted: 9/15/2023 9:02:35 AM
 ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

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

Event	Status	Timestamp
Envelope Sent	Hashed/Encrypted	4/30/2026 9:27:30 AM
Certified Delivered	Security Checked	4/30/2026 4:20:58 PM
Signing Complete	Security Checked	4/30/2026 4:24:43 PM
Completed	Security Checked	4/30/2026 4:24:43 PM

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.