



MEMORANDUM OF UNDERSTANDING (MOU) & COOPERATION AGREEMENT – STUDENT AND EMERGING ARTIST EXHIBIT

I. PURPOSE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the **CITY OF OCALA**, a Florida municipal corporation, hereinafter referred to as ("City"), **FINE ARTS FOR OCALA**, a not-for-profit corporation duly organized and authorized to doing business in the state of Florida hereinafter referred to as ("FAFO") (EIN# 59-1531258).

WHEREAS, City and FAFO share mutual goals of supporting local artists gain awareness of local organization programs, resources, local art shows/galleries, and volunteering/internship opportunities; and

WHEREAS, Parties desire to provide young artists with exposure and networking experience with other artists and community arts leaders; and

WHEREAS, Parties aspire to create opportunities for young artists to gain professional experience and mentoring, enhance their resumes, and participate in an official juried art show.

NOW THEREFORE, City and FAFO (collectively, the "Parties") enter into this MOU to establish their mutual understanding and cooperative efforts in support of these objectives.

II. RESPONSIBILITIES OF CITY

Under the terms of the Agreement, it is expected that the City's role will be to:

- Create applications for competition.
- Process artwork submissions along with contracting with successful applicants.
- Provide assistance with marketing via social media, digital and print advertising.
- Issue press releases of open call, competition winners and reception.
- Handle artist drop-off and pick-ups of artwork.
- Install/deinstall the exhibition and create/hang labels and signage.
- Provide ribbons and awards for winners.
- Select outside and City jurors for competition jury.
- Assist in the coordination of the reception and award ceremony at Ocala City Hall.

III. RESPONSIBILITIES OF FAFO

Under the terms of the Agreement, it is expected that FAFO's role will be to:

- Provide \$1,000 scholarship donation for Best of show award prize.
- Assist with marketing and promotion of open call, exhibition, and reception/awards ceremony.
- Promotion of the exhibition and coordination with art teachers, participating artists, and arts organizations.
- Participate in public speaking opportunities for the exhibition and reception including presentation of awards.



- Provide planning assistance for competition exhibition and reception.
- Assist in the coordination and set up of the reception and award ceremony at Ocala City Hall.
- Provide FAFO member juror(s) for competition jury.

IV. IMPLEMENTATION

A. Funding

Each Party shall accept full and sole responsibility for any and all expenses incurred by itself relating to this Agreement.

B. Communications

The Parties shall collaborate in the development of event programs, radio or print advertising, and event materials. Where relevant, branding will be accomplished in accordance with the Parties' respective legal, policy and procedural requirements.

Each Party shall respect each other's confidentiality policies, with the mutual understanding that the Parties intend to publicize their alliance and its objectives without disclosing any confidential or proprietary information of the other Party [or Parties]; but with an understanding that all City business must be conducted in accordance with Florida Law regarding public records and disclosure.

V. PUBLIC RECORDS. FAFO shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, FAFO 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 FAFO 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 FAFO or keep and maintain public records required by the public agency to perform the service. If FAFO transfers all public records to the public agency upon completion of the contract, FAFO shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FAFO keeps and maintains public records upon completion of the contract, FAFO 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 FAFO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FAFO'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.gov; City Hall, 110 SE Watula
Avenue, Ocala, FL 34471.**

- VI. **INDEMNITY.** FAFO 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 FAFO, its agents, and employees.
- VII. **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.
- VIII. **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 FAFO:

Fine Arts For Ocala
Attention: Emily Andrews, President
P.O. Box 6229
Ocala, Florida 34478
E-mail: fafoocala@gmail.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

- IX. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.



- X. **ELECTRONIC SIGNATURE(S).** FAFO, 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.
- XI. **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.
- XII. **EFFECTIVE DATE, DURATION, AMENDMENTS, AND TERMINATION.** This Agreement becomes effective on the date of the last signature of all the Parties and shall continue through September 2026. The Agreement shall cover operation of the 2025 Student and Emerging Artists Exhibits. This Agreement shall be renewed for consecutive three-year terms by processing a renewal addendum which shall be executed by both parties no later than twelve months prior to the expiration of the Agreement or prior renewal addendum. Any other modifications to this Agreement must be made by written amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement on
10/23/2025

ATTEST:

CITY OF OCALA

Signed by:
Angel B. Jacobs
8063374C28E54A3
Angel B. Jacobs
City Clerk

DocuSigned by:
Peter Lee
58628E162F2E4C2...
Peter Lee
City Manager

Approved as to form and legality:

FINE ARTS FOR OCALA

Signed by:
William E. Sexton, Esq.
74326A8ABED04F3
William E. Sexton, Esq.
City Attorney

Signed by:
Emily Andrews
F128F1600C17418
By: Emily Andrews
(Printed Name)

Title: President
(Title)

Certificate Of Completion

Envelope Id: 8803C4AC-127E-4810-9E69-6FC73753875B

Subject: SIGNATURE - MOU Cooperation Agreement-Student and Emerging Artist (GRM/251018)

Source Envelope:

Document Pages: 4

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Completed

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

10/13/2025 11:04:23 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Porsha Ullrich

pullrich@ocalafl.gov

Pool: StateLocal

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Location: Docusign

Signer Events

Emily Andrews

andrews.emilyr@gmail.com

President

Security Level: Email, Account Authentication (None)

Signature

Signed by:

Emily Andrews
F12BFA90DC17418...

Signature Adoption: Pre-selected Style

Using IP Address:

2600:8807:c957:dc00:75d1:eac1:a4bd:502

Timestamp

Sent: 10/13/2025 8:23:17 PM

Viewed: 10/14/2025 3:48:19 PM

Signed: 10/14/2025 3:49:47 PM

Electronic Record and Signature Disclosure:

Accepted: 10/14/2025 3:48:19 PM

ID: 891fafa7-d27f-479b-ac27-896893f61fe0

William E. Sexton, Esq.

wsexton@ocalafl.gov

City Attorney

Security Level: Email, Account Authentication (None)

Signed by:

William E. Sexton, Esq.
4A55AB8A8ED04F3...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Sent: 10/14/2025 3:49:48 PM

Viewed: 10/23/2025 10:59:30 AM

Signed: 10/23/2025 11:00:30 AM

Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM

ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

Peter Lee

plee@ocalafl.org

City Manager

City of Ocala

Security Level: Email, Account Authentication (None)

DocuSigned by:

Peter Lee
5BB28E162F2E4C2...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Sent: 10/23/2025 11:00:31 AM

Viewed: 10/23/2025 11:01:30 AM

Signed: 10/23/2025 11:01:38 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Angel B. Jacobs

ajacobs@ocalafl.org

City Clerk

Security Level: Email, Account Authentication (None)

Signed by:

Angel B. Jacobs
8DB3574C28E54A5...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Sent: 10/23/2025 11:01:39 AM

Viewed: 10/23/2025 11:27:11 AM

Signed: 10/23/2025 11:27:23 AM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 10/23/2025 11:27:11 AM ID: 6df61ad7-2c08-4bd6-86df-03df9a8724d7		
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
Emily Andrews fafoocala@gmail.com FAFO, inc Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/13/2025 8:23:18 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/13/2025 11:13:50 AM
Certified Delivered	Security Checked	10/23/2025 11:27:11 AM
Signing Complete	Security Checked	10/23/2025 11:27:23 AM
Completed	Security Checked	10/23/2025 11:27:23 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.