

Letter of Agreement FY2122_014

February 25, 2022

This letter serves as an agreement between the College of Central Florida and City of Ocala – Electric Department for the following programs of instruction. <u>A fully executed agreement must be in effect before these courses can begin</u>. 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: Instructor:	Custom Excel Basics Course (outline on page 4) Phillip O'Meally
Dates: Times:	Wednesday, April 13, 2022 8 a.m12 p.m.
Location:	City of Ocala's computer lab – 1805 NE 30 th Ave, Bldg. 200, Ocala, FL 34470
Participants:	25 maximum
Cost:	\$800 (Cost includes consultation, customization of material and preparation of content, and instructional time.)

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

- · Provide a qualified instructor.
- Provide course materials needed by the instructor.
- Submit an invoice to your organization on the first day of class.
- · Provide certificates of attendance to participants.

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

- · Select and notify participants.
- · Provide names, birthdates, and email addresses of participants to CF.
- Provide a suitable training space at the company's facility.
- Pay to the College the amount billed within 30 days.

General Provisions of this Agreement

<u>Entire Understanding</u> 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.

<u>Amendments</u> 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.

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<u>Enforcement</u> 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, scanned/emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed to:

College contact and address:

Dr. Jennifer Fryns, Associate Vice President Career & Professional Programs College of Central Florida 3001 SW College Road Ocala, FL 34474 Business name and address:
City of Ocala
Electric Department
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.

<u>Counterparts</u> 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.

<u>Survival of Covenant All</u> 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.

<u>Severability Clause</u> 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.

This agreement will be considered fully executed and become 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. However such release shall not extend to monies due to the College for services already scheduled and/or underway prior to cancellation or 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. There is no penalty for rescheduling services.

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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:	3/93/22
For City of Ocala:		
Bill Kauffman	William Kauffman	03 / 12 / 2022
Signature	Print Name	Date
Dr. Jennifer Fryns Associate Vice President, Career & Dr. Mark Paugh Vice President, Academic Affairs Dr. James Henningsen President	Professional Programs	Date: $\frac{3}{22} \frac{22}{22}$ Date: $\frac{3}{24} \frac{22}{22}$
Approved as to form and legality:		

Patrick G. Gilligan Assistant City Attorney

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Excel Basics 2102/365 Course for City of Ocala

Introduction to Excel

OBJECTIVES

- 1. The purpose(s) of Excel
- 2. Differences between a worksheet vs. workbook
- 3. Navigating the Excel GUI (Graphical User Interface)
- 4. GIGO 5. Versions 6. Save, Save As

Creating a Worksheet and Charting Data

OBJECTIVES

- 1. Utilizing an Excel Workbook
- 2. Enter Data in a Worksheet
- 3. Construct and Copy Formulas and Use the SUM Function (Includes: Percentages % and Fill)
- 4. Format Cells with Merge & Center, Cell Styles & Themes
- 5. Construct Formulas for Mathematical Operations (Includes: Absolute and Relative Cell References)
- 6. Edit Values in a Worksheet
- 7. Format a Worksheet



TITLE

FILE NAME

DOCUMENT ID

AUDIT TRAIL DATE FORMAT

STATUS

For Signature: Excel Basics Training Course (ELE/220149)

LOA - Excel Basic... (ELE 220149).pdf

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MM / DD / YYYY

Signed

Document History

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