

To: ☐ Matthew Minter, ☐ Dana E. Olesky ☐ Elizabeth Alt ☒ Thomas Schwartz ☐ William Harris
County Attorney Chief Asst County Attorney Sr Asst County Attorney Asst County Attorney Asst County Attorney

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Rev 12/21/17



AGREEMENT FOR BUS WRAP DISPLAY ADVERTISING ON SUNTRAN BUS

THIS AGREEMENT is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **MARION COUNTY**, a political subdivision of the State of Florida ("County").

RECITALS

WHEREAS, The City of Ocala is the administrative agency for the Ocala/Marion County public transit system known as SunTran; and,

WHEREAS, Marion County, a political subdivision of the State of Florida, submitted an offer to advertise on a SunTran bus, and said offer was reviewed and accepted by City staff.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

TERMS OF AGREEMENT:

1. **RECITALS.** City and County hereby represent, warrant and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's solicitation for bus wrap display advertising; and (d) the County's response to same. Each of these documents are incorporated herein by reference for all purposes.
 - A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:
 - Exhibit A: Scope of Work (A-1)
 - Exhibit B: Specifications for Non-Removable Signs and Decals (B-1 through B-7)
 - Exhibit C: SunTran Advertising Policy (C-1)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit C, then (2) Exhibit B, then (3) Exhibit A.
3. **SERVICES.** City will provide **ONE (1)** SunTran bus for installation of bus wrap display advertising. County is responsible for the design, production, and installation of the wrap in accordance with the SunTran Advertising Policy as described in **Exhibit C – SunTran Advertising Policy**, and in accordance with **Exhibit A – Scope of Work** and **Exhibit B – Specifications for Non-Removable Signs and Decals**. The design, production, and installation cost of the bus wrap is not included in the monthly advertising cost. County is responsible for these separate expenses, which includes wrap removal at the conclusion of the contract term.
4. **COMPENSATION.** County shall pay to City **TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000)**, (the "Contract Sum") as full and complete compensation for the timely and satisfactory rendering of services during the **12-MONTH** consecutive advertising term.
5. **TERM & TERMINATION.** This Agreement shall begin on the date of the last signature below and shall terminate at the end of the business day **TWELVE (12) MONTHS** after the bus is wrapped and put into operation.

If the bus is inoperable for any reason during the contract term, this Agreement shall be extended



for an equivalent length of time. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-defaulting party may, at its option, terminate this Agreement by giving written notification thereof to the other party. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

6. **REMEDIES.** If any Event of Default occurs, City shall have the right, at its sole option, to pursue all remedies available at law or equity, including the termination of this Agreement and all rights of County hereunder. Notwithstanding City's termination of this Agreement, County shall remain liable to City for all claims and damages, costs or attorneys' fees arising prior to such termination.
7. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges the County is an independent contractor. Nothing in this Agreement is intended, nor shall be construed, to create an agency relationship, a partner or partnership, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which County performs hereunder.
8. **ACCESS TO FACILITIES.** City will provide County with access to one (1) SunTran bus for purposes of installing the initial wrap advertising.
9. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.
10. **NON-EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with County. This Contract shall not restrict City from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.
11. **PUBLIC RECORDS.** The County shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the County 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 the County 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 the County or keep and maintain public records required by the public agency to perform the service. If the County transfers all public records to the public agency upon completion of the contract, the County shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the County keeps and maintains public records upon completion of the contract, the County 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 THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'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.

12. **TAX EXEMPTION.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. County doing business with City will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will County be authorized to use City's Tax Exemption Number for securing materials listed herein.
13. **AUDIT.** County 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, the City's Internal or External auditors or by any other Florida official with proper authority.
14. **PUBLICITY.** County shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
15. **CONFLICT OF INTEREST.** County must have disclosed with the submission of its bid, the name of any officer, director, or agent who may be employed by the City. County must disclose the name of any City employee who owns, directly or indirectly, any interest in County or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
16. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
17. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.



- A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
- B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Performance shall be extended for a number of days, equal to the duration of the force majeure. The affected party shall be entitled to an extension of time only and, in no event shall the affected party be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
18. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
19. **MUTUAL INDEMNIFICATION.** Notwithstanding anything to the contrary set forth in the Agreement, each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of the Agreement, including attorney's fees and costs (and costs and fees on appeal as well as for litigating the issue of the amount of fees to be awarded), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Agreement by such Party, its officers, board members, agents, representatives or employees. This Section shall not be construed in any way to alter County or City's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2023) with respect to actions in tort or contract. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require County to indemnify or insure City for City's negligence.
20. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the Parties 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.
21. **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 County:

Marion County Public Relations Office
601 SE 25th Avenue
Ocala, Florida 34471
Phone: 352-438-2345
E-mail: publicrelations@marionfl.org



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Copy to:

Marion County
Office of the County Administrator
601 SE 25th Avenue
Ocala, Florida 34471
Phone: 352-438-2346
E-mail: countyadministrator@marioncountyfl.org

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third 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, Third Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

22. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

23. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

24. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made



pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

25. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
26. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
27. **MUTUALITY OF NEGOTIATION.** County and City acknowledge that this Agreement is a result of negotiations between County and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
28. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
29. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
30. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
31. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
32. **ELECTRONIC SIGNATURE(S).** County, 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.
33. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible



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to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

34. **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, the parties have executed this Agreement on 10/23/2025.

ATTEST:

CITY OF OCALA

Signed by:
Angel B. Jacobs
80B3574C2B54A5
Angel B. Jacobs
City Clerk

Signed by:
Peter Lee
58B286162F2E4C2...
Peter Lee
City Manager

Approved as to form and legality:

**MARION COUNTY, a political subdivision
of the State of Florida**

Signed by:
William E. Sexton, Esq.
4A55A8B8B2ED0F3

By: William E. Sexton, Esq.
(Printed Name)

By: Mounir Bouyoumes
(Printed Name)

City Attorney
Title

County Administrator
(Title of Authorized Signatory)

For Use And Reliance Of MARION COUNTY ONLY,
Approved As To Form And Legal Sufficiency
County Attorney

Exhibit A- Scope of Work**CONTRACT# SUN/250954**

The Advertiser is responsible for the design, production, and installation of the wrap in accordance with the City of Ocala advertising policy.

The design, production, and installation cost of the bus wrap is not included in the monthly advertising cost. The Advertiser is responsible for these separate expenses, which include:

- Removal of SunTran graphics prior to Advertiser's installation.
- At the conclusion of the contract Advertiser must remove wrap and replace SunTran graphics
- Paint/body damage due to wrap removal (if applicable).

When considering bus wrap design be mindful of the bus safety decals as well as labels that are required by law to be displayed on the bus. Pictures and dimension are provided to Advertiser within **Exhibit B- Specifications for Non- Removable Signs and Decals**. Safety decals, ADA stickers and any other the City of Ocala required bus decal will remain on the bus and wrap will be cut out to display those items. Please avoid putting logos, phone number, website address etc. on or near these areas.

Wrap designs will be reviewed by the City staff for compliance before authorizing placement on the bus. The bus can be re-wrapped at advertiser discretion throughout the term as long as the bus is not taken offline (ex: it can be re-wrapped on Sunday). Re-wrapping and any issues pertaining to bus wrap or installation would need to be approved and scheduled through the City Transit Manager and SunTran General Manager.

Insurance

Garage keeper's insurance will be requested from bus wrap vendor.



Exhibit B

Non- Removeable Signs and Decals



Non-Removable Signs/Decals

Exhibit B - Specifications for Non-Removable Signs and Decals

CONTRACT# SUN/25093

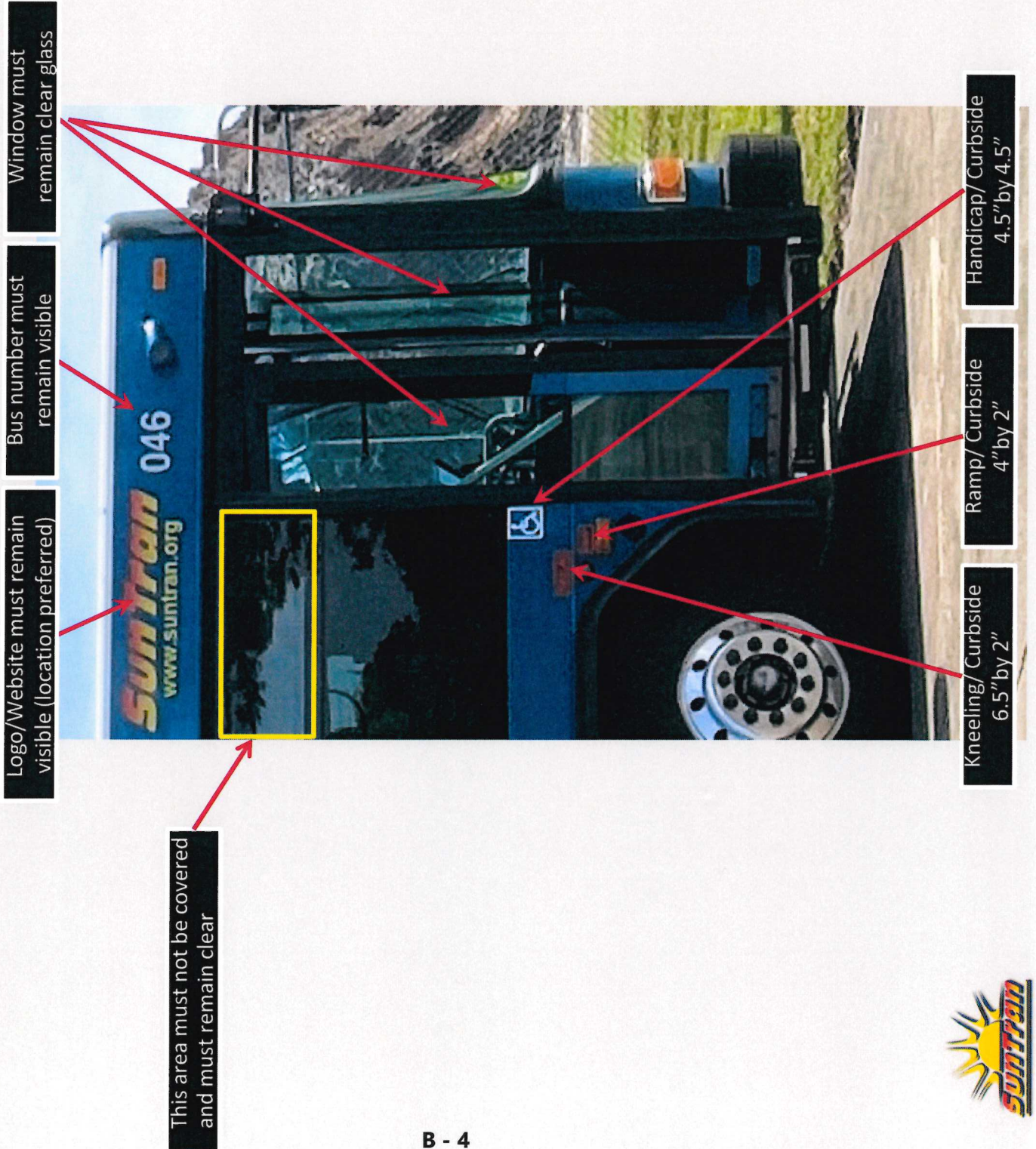
- SunTran/Website logo must be visible, the location of the logo may be changed based on specific bus wrap design.
- SunTran/Website can be blended into a design scheme.
- Final placement of SunTran/Website logos subject to city staff approval.
- If the advertisement materials cover the passenger seat windows, the materials need to be perforated for passengers looking through the windows.



Non-Removable Signs/Decals



Non-Removable Signs/Decals



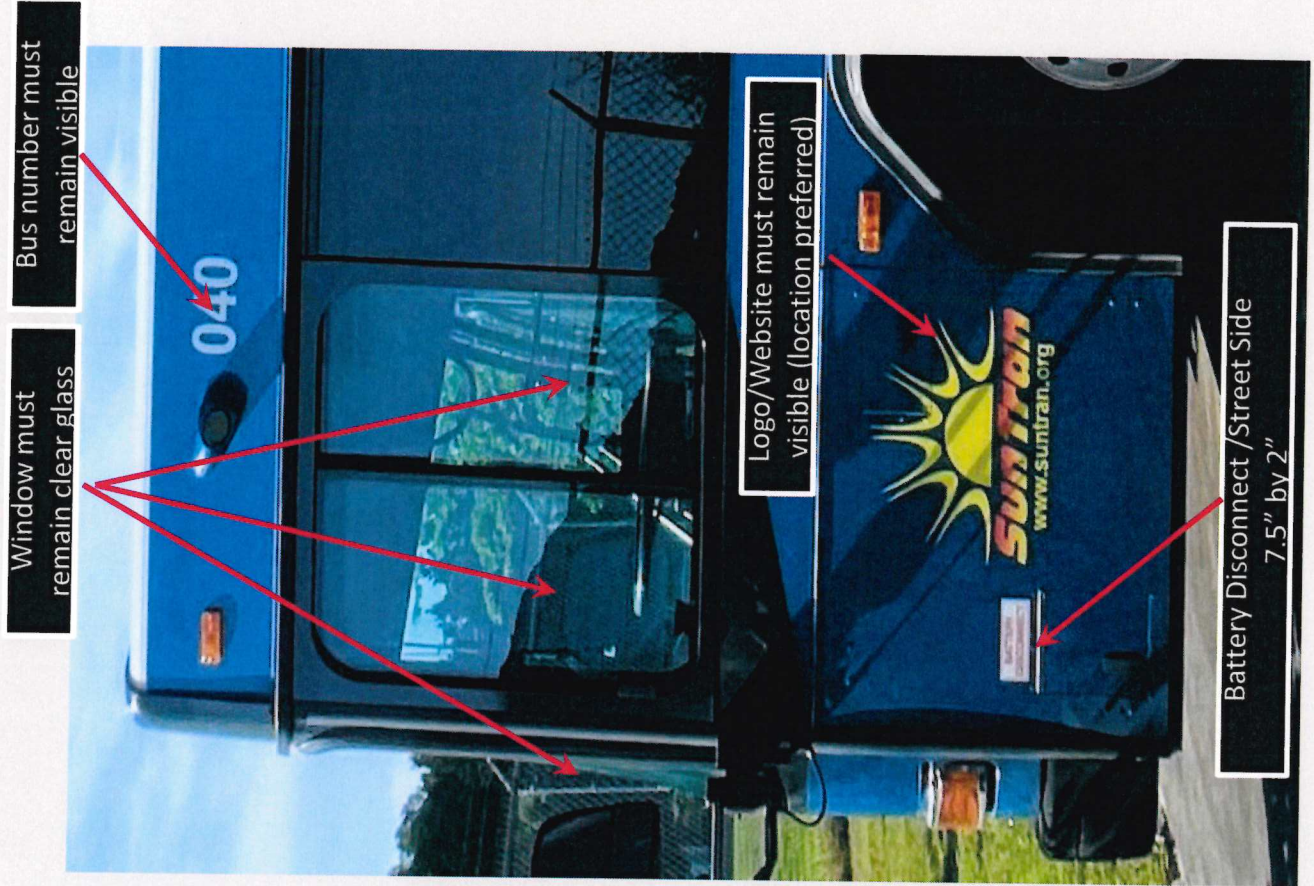
Non-Removable Signs/Decals



Provide Safe, Comfortable, and



Non-Removable Signs/Decals





Effective Date: 04/22/2022

The City of Ocala determines that the following advertising on or in any SunTran bus and/or at any established SunTran bus shelter is hereby prohibited:

1. Advertising that is unlawful, obscene or indecent, or contains explicit messages or graphic representations pertaining to sexual contact, or contains an offensive level of sexual overtone, innuendo, or double entendre.
2. Advertising of contraceptive products or hygiene products of an intimately personal nature.
3. Advertising of products or services with sexual overtones such as massage parlors, escort services, or establishments featuring X-rated or pornographic movies.
4. Advertising containing foul or offensive language, pictures or depictions.
5. Advertising of tobacco or alcohol products.
6. Advertising that is harmful to children or is of a nature to frighten children, either emotionally or physically.
 - a. The term "harmful to children" means language or pictures that:
 - i. describe or depict sexual contact, or nudity;
 - ii. make use of foul language;
 - iii. describe or depict violent physical torture, destruction, or death of a human being; or
 - iv. describe or depict criminal activity in a way that tends to glorify or glamorize the activity and that, with respect to children under the age of 18, has a tendency to corrupt.
 - b. The term "of a nature to frighten children, either emotionally or physically" means language or pictures that describe or depict violent or brutal activities, whether such violence or brutality was intended or not, in a manner that causes children under the age of 18 physical or emotional distress or fear for their personal safety or for the safety of others.
7. Advertising of political, social, moral or religious points of view.
8. Advertising which promotes hatred or contempt against specific classes of people because of their race, religion, sex or ethnic background.
9. Advertising that, in the opinion of the City of Ocala, is of a nature to dissuade other advertisers from advertising on SunTran buses.

Certificate Of Completion

Envelope Id: 5E753621-BB1C-46EF-8FB1-73E6D1C5928C

Subject: SIGNATURE - Agreement for Bus Wrap Display Advertising on SunTran Bus (SUN 250954)

Source Envelope:

Document Pages: 17

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

10/8/2025 2:21:07 PM

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

William E. Sexton, Esq.

wsexton@ocalafl.gov

City Attorney

Security Level: Email, Account Authentication (None)

Signature

Signed by:

William E. Sexton, Esq.

4A55AB8A8ED04F3...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Timestamp

Sent: 10/8/2025 2:23:11 PM

Resent: 10/21/2025 9:42:17 AM

Viewed: 10/23/2025 9:15:21 AM

Signed: 10/23/2025 9:17:12 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 9:17:14 AM

Viewed: 10/23/2025 10:49:59 AM

Signed: 10/23/2025 10:50:11 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 10:50:13 AM

Viewed: 10/23/2025 11:26:26 AM

Signed: 10/23/2025 11:26:54 AM

Electronic Record and Signature Disclosure:

Accepted: 10/23/2025 11:26:26 AM

ID: 418b2a20-8b2d-4156-a9cd-70d09467b231

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 Sent	Hashed/Encrypted	10/8/2025 2:23:11 PM
Certified Delivered	Security Checked	10/23/2025 11:26:26 AM
Signing Complete	Security Checked	10/23/2025 11:26:54 AM
Completed	Security Checked	10/23/2025 11:26:54 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.

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