

**EMERALD COAST RIDER ADVERTISING AGREEMENT BETWEEN OKALOOSA  
COUNTY, FLORIDA AND UNIVERSITY OF WEST FLORIDA EMERALD COAST**  
**CONTRACT ID C18-2722-GM**

**THIS AGREEMENT** (hereinafter referred to as the “Agreement”) is made this 17<sup>th</sup>, day of November, 2023, by and between Okaloosa County, a political subdivision of the State of Florida, on behalf of Emerald Coast Rider (“County”), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and University of West Florida Board of Trustees, a public corporate body, authorized to do business in the State of Florida, whose address is 1170 Martin Luther King, Jr. Blvd; Fort Walton Beach, FL 32547 (“Purchaser”) whose Federal I.D. # is 85-8012708276C-6.

**RECITALS**

**WHEREAS**, the County established Emerald Coast Rider (“EC Rider”) as its public transportation agency to provide transit services by offering deviated fixed route bus service and limited paratransit service countywide; and

**WHEREAS**, the County offers both interior and exterior advertising space on its transit vehicles (“Services”). More detailed information of the various packages is included as Attachment “A”; and

**WHEREAS**, the Purchaser wishes to enter into this Agreement for the Services as further detailed below.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

**1. Recitals and Attachments.** The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment “A” – Transit Advertising Forms;

Attachment “B” – Transit Advertising Samples.

Attachment “C” – Title VI List of Pertinent Nondiscrimination Acts and Authorities

Attachment “D” – Scrutinized Companies Certification.

**2. Services and Fees.** Purchaser hereby contracts with the County for the installation and maintenance of the Services listed in Attachment A, incorporated herein by reference. Purchaser is solely responsible for all costs of production, installation and maintenance of any advertising material placed on or within any County vehicle, shelter or bench and agrees to be responsible for removal of same no later than two (2) weeks following the expiration of the Term of Advertising. Vehicle wraps shall be installed by a licensed company (“Vendor”) certified by the advertising material manufacturer to install such advertising using materials and methods that will not harm the vehicle. Except for placards or posters that may be easily removed from frames installed in vehicles or shelters, all advertising removal shall be performed by the same Vendor that installs

**CONTRACT: C18-2722-GM**  
**Transit Bus Wraps**  
**Bus wrap contracts with County**  
**EXPIRES: 12/31/2041**

the advertising. Both installation and removal shall occur in a manner that minimizes the time in which subject vehicles are not available for service and shall under no circumstances remove a vehicle from service more than two (2) days for installation and two (2) days for removal. Loss of service due to failure of the Purchaser to install advertising prior to the commencement of the Term of Advertising shall be the Purchaser's loss. Delays on the part of the County in commencing contracted service shall not constitute a breach of this Agreement, but the Purchaser shall be entitled to either a pro-rata credit or, at the option of the County, an extension of the Term of Advertising equivalent to the delay or omission.

In the event the Vendor that installed the advertising is unable or unwilling to remove the advertising, it shall be removed by the County utilizing the removal fee provided for herein and shall be undertaken by a vendor selected by the County in its sole discretion. In the event the removal fee is insufficient to cover the cost of removal of the advertising, the Purchaser shall be responsible for payment of the difference. If Purchaser fails to pay sums due under this Agreement, Purchaser agrees to be responsible for all costs of collection incurred by the County.

Payments shall be made as follows:

A. Initial Payment

- Due upon signing of the Agreement by the County.
- An amount no less than 50% of the total value of the Agreement.
- Submission of payment reserves the vehicle for sixty (60) days and is non-refundable in the event of cancellation.
- Payment will be applied to the total cost.

B. Final Payment

- Due on the day the advertising is affixed to the vehicle, shelter, or bench.
- Shall include the removal fee.
- Equal to the remaining balance of the total value of the Agreement and constitutes the final payment herein.

All payments are non-refundable.

C. Extension Fee

If the Purchaser is unable to finalize advertisement design and installation within the initial sixty (60) day term, Purchaser may pay an extension fee equal to one (1) month's advertising fee to extend the term another thirty (30) days. This fee is non-refundable and will not be applied as payment under the terms of the Agreement.

**3. Term.** The term of this Agreement shall begin upon full execution and terminate at the conclusion of the Term of Advertising. The Term of Advertising shall commence on the day the advertising is affixed to the vehicle, shelter or bench. Either party may terminate this Agreement upon providing thirty (30) days' written notice to the other party. If terminated by the Purchaser, Purchaser shall pay for the actual duration of advertising plus one-half month's rate. Advertising shall be removed using the removal fee collected as part of this Agreement. In the event the

removal fee is insufficient to cover the cost of removal of the advertising, the Purchaser shall be responsible for payment of the difference.

**4. Advertising Material.** All advertising materials installed on vehicles shall meet the following standards:

- a. All vehicle wrap materials shall be 3M high-performance vinyl with 3M UV over laminate or equivalent.
- b. All wraps shall be applied in a manner that allows for removal without damage to the vehicle paint, moldings, windows, or any other part.
- c. All products shall be manufactured and installed according to the manufacturer's specifications.

All text and illustrations to be used in advertising materials shall be subject to prior approval by the County and shall be provided to the County no less than one (1) week (excluding weekends and legal holidays as observed by the County) prior to the installation date. No advertising shall be installed on any E.C. Rider/ County vehicle or any shelter or bench that is:

- a. False, misleading, or deceptive;
- b. Obscene, pornographic, or sexually suggestive;
- c. Defamatory or scornful of a particular individual or group or persons;
- d. Inflammatory or supportive of lawlessness or violent action;
- e. Promoting illegal or destructive behavior;
- f. Profane language, libelous, slanderous, salacious;
- g. Promotes unlawful goods, services, conduct; or
- h. Promoting violence, in any way, including, but not limited to, persons or animals.

The County reserves the right within its sole discretion to deny any advertisement if in its sole discretion determines that the advertisement meets any of the prohibited qualifications as set forth above. All County decisions as to acceptability shall be final. The County does not intend nor shall this Agreement be construed to censor speech, prohibit free expression, or regulate points of view. Purchaser agrees that the only damages it would be entitled to for denial of an advertisement are reimbursement of the funds paid to the County for the advertisement. In the event the County disapproves any advertisement subsequent to installation, the County shall have the right to remove said advertisement utilizing the removal fee collected at the time of payment for advertising. In such event, this Agreement shall be terminated immediately, and the Purchaser shall be refunded for the prorated value of the advertisement price less the removal fee.

THE ADVERTISEMENT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." THE COUNTY DISCLAIMS ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES NOT EXPRESSLY SET OUT HEREIN. THE COUNTY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND PROPERTY DAMAGE, NOR SHALL IT BE HELD LIABLE FOR DELAY OR FAILING IN PERFORMANCE RESULTING FROM CAUSES BEYOND ITS REASONABLE CONTROL.

Purchaser agrees that the County is not liable for any damages should the advertising materials be damaged, defaced, mutilated, or spoiled by reason of storm, floods, strikes, ordinary wear and tear, or any other cause, the same shall be repaired or replaced by the Purchaser, at its cost, upon request of the County.

**5. General Services Insurance Requirements.** Purchaser shall ensure that the Vendor selected to install and remove advertising shall carry a minimum of one million dollars (\$1,000,000.00) of General Liability insurance and two hundred fifty thousand dollars (\$250,000.00) for Personal Injury and Advertising. The requirements are attached hereto as Exhibit "E" and made a part of the agreement.

**6. Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, PURCHASER AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

**7. Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Purchaser must comply with the public records laws, Florida Statute chapter 119, specifically Purchaser must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County 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 Purchaser does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Purchaser or keep and maintain public records required by the

County to perform the service. If the Purchaser transfers all public records to the public agency upon completion of the contract, the Purchaser shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Purchaser keeps and maintains public records upon completion of the contract, the Purchaser shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the 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 PURCHASER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PURCHASER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 WILSON ROAD, CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

**8. Notices.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

<b>If to the County:</b>	Tyrone Parker, Director Okaloosa County Transit 600 Transit Way Ft. Walton Beach, FL (850) 609-7003 <a href="mailto:tparker@myokaloosa.com">tparker@myokaloosa.com</a>	<b>With a copy to:</b> County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
<b>If to the Purchaser:</b>	Melinda Bowers, University of West Florida Board of Trustees 1170 Martin Luther King, Jr. Blvd. Fort Walton Beach, FL 32547	Melinda Bowers, University of West Florida Board of Trustees 1170 Martin Luther King, Jr. Blvd. Fort Walton Beach, FL 32547

**9. Assignment.** Purchaser shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Purchaser does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Purchaser all of the obligations and responsibilities that Purchaser has assumed toward the County.

**10. Subcontracting.** Purchaser shall not subcontract any services or work to be provided to County without the prior written approval of the County. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Purchaser is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Purchaser and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

**11. Civil Rights.** The Purchaser agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Purchaser and subcontractors from the formal quote solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**12. Conflict of Interest.** The Purchaser covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Purchaser further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Purchaser. The Purchaser guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

**13. Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**14. Indemnification and Waiver of Liability.** The Purchaser agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Purchaser's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Purchaser's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Purchaser may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Purchaser for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of

the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

**15. Taxes and Assessments.** Purchaser agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Purchaser further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Purchaser shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Purchaser authorized to use the County's tax exemption number in securing such materials. The Purchaser shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

**16. Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Purchasers must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018, shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Purchasers must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Purchaser of the County's determination concerning the false certification. The Purchaser shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Purchaser does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

**17. Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments "A", "B", "C", and "D".

**18. Severability.** If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

**19. Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

**20. Representation of Authority to Purchaser/Signatory.** The individual signing this Agreement on behalf of Purchaser represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Purchaser and enforceable in accordance with its terms.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement in duplicate on the day and year first written above.

**PURCHASER:**

DocuSigned by:  
Melinda Bowers  
29023DF6EAE4415...  
Signature  
Melinda Bowers  
Printed Name

TITLE: Dean, Emerald Coast Campus

**OKALOOSA COUNTY, FLORIDA**

BY: John Hofstad Digitally signed by John Hofstad  
Date: 2024.01.12 09:30:06 -06'00'  
Okaloosa County Administrator



Attachment "A"

\_\_\_\_\_ Full Tail Wrap Bus No.: \_\_\_\_\_ Scheduled installation date: \_\_\_\_\_  
Term of Advertising: \_\_\_\_\_ Months \_\_\_\_\_ Weeks. Advertising materials must be removed no later than two weeks following the expiration of the Term of Advertising.

Price: \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_  
per month charge x number of months removal fee total

\_\_\_\_\_ Queen Wrap Bus No.: \_\_\_\_\_ Scheduled installation date: \_\_\_\_\_  
Term of Advertising: \_\_\_\_\_ Months \_\_\_\_\_ Weeks. Advertising materials must be removed no later than two weeks following the expiration of the Term of Advertising.

Price: \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_  
per month charge x number of months removal fee total

\_\_\_\_\_ King Wrap Bus No.: \_\_\_\_\_ Scheduled installation date: \_\_\_\_\_  
Term of Advertising: \_\_\_\_\_ Months \_\_\_\_\_ Weeks. Advertising materials must be removed no later than two weeks following the expiration of the Term of Advertising.

Price: \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_  
per month charge x number of months removal fee total

2 Kong Wrap Bus No.: 4 & 5 Scheduled installation date: \_\_\_\_\_  
Term of Advertising: 12 Months 0 Weeks. Advertising materials must be removed no later than two weeks following the expiration of the Term of Advertising.

Price: \$375.00 x 2 x 12 = \$9,000.00 + \$1,000.00 = \$10,000.00  
per month charge x number of months removal fee total

\_\_\_\_\_ Interior Placard Bus No.: \_\_\_\_\_ Scheduled installation date: \_\_\_\_\_  
Term of Advertising: \_\_\_\_\_ Months \_\_\_\_\_ Weeks. Advertising materials must be removed no later than two weeks following the expiration of the Term of Advertising.

Price: \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_  
per month charge x number of months removal fee total

\_\_\_\_\_ Shelter No.: \_\_\_\_\_ Scheduled installation date: \_\_\_\_\_  
Term of Advertising: \_\_\_\_\_ Months \_\_\_\_\_ Weeks. Advertising materials must be removed no later than two weeks following the expiration of the Term of Advertising.

Price: \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_  
per month charge x number of months removal fee total

\_\_\_\_\_ Bench No.: \_\_\_\_\_ Scheduled installation date: \_\_\_\_\_  
Term of Advertising: \_\_\_\_\_ Months \_\_\_\_\_ Weeks. Advertising materials must be  
removed no later than two weeks following the expiration of the Term of Advertising.

Price: \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_  
per month charge x number of months removal fee total

Special Instructions, Charges, or Credits (explain):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PURCHASER:**

DocuSigned by:  
*Melinda Bowers*

29023DF6FAE4415...

Signature

Melinda S. Bowers

Printed Name


TITLE: Dean, Emerald Coast Campus

**OKALOOSA COUNTY, FLORIDA**

BY: **John Hofstad** Digitally signed by John Hofstad  
Date: 2024.01.12 09:36:47 -06'00'

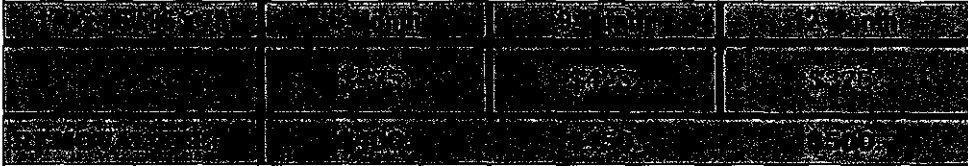
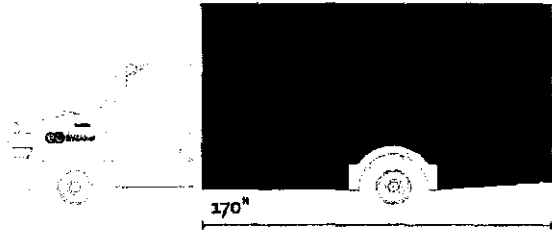
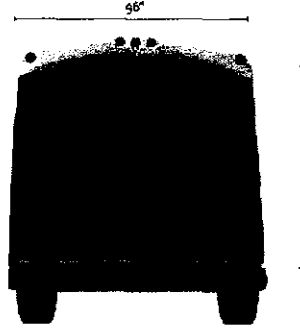
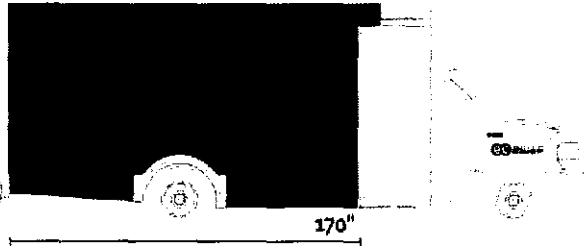
Okaloosa County Administrator

Attachment "B"  
Sample Advertising

**ec RIDER**  **ec DIAL-A-RIDE 850-833-9168**

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**KONG**

600 Transit Way Fort Walton Beach, FL 32547 [dltransit@myokaloosa.com](mailto:dltransit@myokaloosa.com)

## Attachment “C”

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Purchaser, for itself, its assignees, and successors in interest (hereinafter referred to as the “Purchaser”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Purchasers, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

**Attachment "D"**  
**Vendors on Scrutinized List**

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate \_\_\_\_\_, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Purchaser is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

(Typed or Printed)

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

Exhibit "E"

**GENERAL SERVICES INSURANCE REQUIREMENTS**

**CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

## **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

## **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

## **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability

3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

**INSURANCE LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

	<u><b>LIMIT</b></u>
1. Workers’ Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$500,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence

**NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

**INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.



## **CERTIFICATE OF INSURANCE**

1. Certificates of Insurance indicating the project name, number, and evidencing all required coverage and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice Requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and Addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

#### **EXCESS/UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

## UNIVERSITY OF WEST FLORIDA CONTRACT GENERAL TERMS AND CONDITIONS ADDENDUM

This Addendum ("Addendum") is incorporated into and made a part of the attached contract between the University of West Florida Board of Trustees, a public body corporate hereinafter "University," and Okaloosa County, Florida, hereinafter referred to as "Vendor." This Addendum provides additional terms to the attached quote, agreement, or purchase order ("Contract").

The Parties to the attached Contract and this Addendum, in consideration of the mutual covenants and stipulations set in the Contract and this Addendum, agree as follows:

1. **Priority:** This Addendum and the Contract supplement each other, should be read together, and in case of a conflict between the terms of this Addendum and the Contract, the terms of this Addendum shall govern.
2. **Invoices:** The Vendor agrees that bills and invoices for fees or other compensation for services or expenses shall cite the Contract and shall be submitted to the University in detail sufficient for a proper pre-audit and post-audit. Each bill or invoice must clearly identify the services, portion of services, and expenses for which compensation is sought. Payment will be tendered only for services or the portion of services completed prior to the submission of the bill or invoice or for expenses incurred prior to such submission.
3. **Travel:** Travel, lodging, and meal expenses of the Vendor are not reimbursable unless specifically pre-authorized by the University in writing, and may be reimbursed only in accordance with section 112.061, Florida Statutes.
4. **Prompt Payment:** All payments made by the University under the Contract shall be made pursuant to University Regulation UWF/REG 6.003-Prompt Payment, which requires that payment of an invoice shall be made not later than forty (40) days after receipt of an acceptable invoice and receipt, inspection and acceptance of the goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. Failure by the University to provide payment within 40 days may result in the University paying interest at a rate as set by Florida law. A Vendor Ombudsman has been established by the University and the duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s). The University's Vendor Ombudsman may be contacted at (850) 474-2636.
5. **Legislative Appropriation:** The performance of the University of any of its obligations under the Contract shall be subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purpose of the Contract for the current and future periods. The University shall provide notice to the Vendor of the non-availability of such funds and the intent to terminate the Contract when University has such knowledge. Upon receipt of such notice by Vendor, Vendor shall be entitled to payment only for those services performed prior to the date notice is received. The determination of whether funds are available shall be made in the sole discretion of the University.
6. **Taxation:** The University, as a public body corporate of the State of Florida, is entitled to the benefits of sovereign immunity coextensive therewith, including immunities from taxation.
7. **Independent Contractor:** The Vendor is an independent contractor pursuant to Florida law and assumes full responsibility for the performance and completion of the services as provided in the attached Contract. It is understood and agreed that nothing contained in the Contract or this Addendum is intended, or should be construed, to create or establish a partnership, joint venture, agency, employment, or any other relationship except an independent contractor relationship with the University. The Vendor is not authorized to bind the University to any contracts or other obligations and shall not expressly or impliedly represent to any party for any purpose that Vendor is a partner,

joint venturer, agent, or employee of the University. Vendor expressly acknowledges that Vendor is not an employee of the University and is therefore not subject to or protected by the University's workers compensation insurance coverage, liability insurance coverage, income tax withholding, or any other indicia of employment.

8. **Conflict of Interest:** In accordance with section 112.3185 of the Florida Statutes, the Vendor certifies that to the best of its knowledge and belief no individual employed by it or subcontracted by it has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services. Violation of this section by Vendor shall be grounds for termination of the Contract by the University.
9. **Unilateral Termination:** A termination penalty may not be charged the University. The University shall be liable only for payment for service rendered prior to the effective date of termination.
10. **Liability:** Each party assumes any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from, or attributable to, the negligent acts or omissions of that party and its officers, employees and other agents while acting within the course and scope of their employment or agency. Nothing contained in the Contract shall be construed or interpreted as denying the University or other state entity any remedy or defense available under the laws of the State of Florida; the consent of the University to be sued; or a waiver of sovereign immunity of the University beyond the waiver provided in Section 768.28, Florida Statutes. Vendor also assumes such risk with respect to the negligent acts or omissions of persons subcontracting with Vendor or otherwise acting or engaged to act at the instance of Vendor in furtherance of Vendor's obligations under the Contract. If any part of products or services delivered to the University made pursuant to Contract is protected by the patent, copyright, trademark, or other intellectual property right of a third party, Vendor agrees to defend, indemnify and hold harmless the University from and against any claim, loss, cost and/or expense the University incurs based on a claim that use of the Vendor's products or services infringes the intellectual property rights of a third party.
11. **Indemnification:** The University is not authorized to enter into an agreement containing provisions whereby the University agrees to defend, indemnify, or hold harmless Vendor, or any other parties, and all such clauses are null and void.
12. **Insurance:** The University is an institution of the State of Florida, and its liability coverage is provided through a state self-insurance trust fund administered by the Department of Financial Services, Division of Risk Management, and limitations to the liability are provided by law pursuant to the terms and limitations of Section 768.28, Florida Statutes, and Chapter 284 Part II, Florida Statutes. The Vendor agrees that it shall meet or exceed the University's minimum insurance requirements, which are available online at the Vendor's Guide. The University does not agree to carry, acquire, or to add as additional insured any other insurance other than as identified. Any Contract containing clauses to the contrary or adding requirements are null and void.
13. **FERPA (If receiving Student Data):** Intentionally Omitted.
14. **Privacy:** Intentionally Omitted.
15. **EULA (end-user license agreement):** This Addendum and the Contract represents the entire agreement between the University (including University's employees and other identified end users)

and the Vendor. In the event that Vendor subsequently attempts to enter into terms of use agreements or other similar agreements, policies or understandings, whether on the Vendor's purchase order, website, click-through, verbal or in writing, with the University's employees or other end users, such agreements shall be null, void and without effect, and the terms of this Addendum and the Contract shall apply. The University will not be bound to any other terms and conditions set forth in any documents, agreements or policies unless such terms and conditions are also set forth in this Addendum and the Contract. The Vendor may not unilaterally change any term or condition of this Addendum and the Contract.

16. **Tobacco-Free Campus:** The University is a tobacco-free campus. The use of traditional or e-cigarettes or other tobacco products is prohibited in all University-owned buildings and outdoors on all University campus properties. UWF policy SA-35.02-12/19.
17. **Legal Cost and Resolution:** The University is not authorized to enter into an agreement containing provisions whereby the University agrees to mandatory arbitration or mediation, nor clauses where University assumes payment of the Vendor's court costs, expenses, or legal fees and all such clauses are null and void.
18. **Choice of Law:** The Contract, this Addendum, and all matters relating to them are governed by the laws of the State of Florida. Any provisions in the Contract in conflict with such laws shall be void and of no effect. Any actions arising out of the Contract and/or this Addendum shall be brought exclusively in the state or federal courts located in Escambia County, Florida.
19. **Entire Agreement:** All documents submitted as part of Vendor's offer are incorporated herein by this reference. The Contract and this Addendum embody the entire agreement of the parties, and there are no other representations, promises, agreements, conditions or understandings, either oral or written between the University and Vendor other than as set in the Contract and this Addendum.
20. **No Waiver:** Failure to exercise or delay in exercising any right, power or remedy accruing to the University on any breach or default of Vendor shall not impair any such right, power or remedy, or be construed as a waiver of any such breach or default or of any other breach or default occurring.
21. **Force Majeure:** Neither party shall be deemed to be in default of its obligations under this Contract if and so long as it is prevented from performing such obligations or unable to perform due to an act of war, fire, hostile foreign action, labor strike, nuclear explosion, earthquake, flood, hurricane, tornado, other catastrophic natural event or act of God, emergency action by governmental entity, health epidemic or pandemic, or other similar causes beyond the control of the party. Even if a court determines that disruptions of performance or frustrations of purpose were foreseeable at the time the Contract was signed, the parties agree that the University will not be held liable for a failure to perform if that failure is caused by prohibitions resulting from executive orders, laws, regulations, or governmental guidance.
22. **E-Verify:** Due to contracting with a public employer in Florida as defined by Section 448.095, Florida Statutes, Vendor is obligated to utilize the U.S. Department of Homeland Security's E-Verify system. Further, Vendor is obliged to abide with the requirements of Section 448.095, Florida Statutes, when contracting with subcontractors for performance of this Agreement. The University's good faith belief that Vendor is employing unauthorized aliens in the state of Florida in violation of Section 448.09, Florida Statutes, shall be just cause for unilateral termination of this Agreement effective immediately and Vendor shall be liable for additional costs incurred by the University due to the termination of the Agreement.
23. **Federal Funding Addendum:** If federal grants or funds are being utilized in the project that is the subject of the Contract, then the UWF Federally Funded Projects Addendum shall apply.
24. **Public Records:**
  - a. The parties acknowledge that University is subject to Florida's Public Records law, Chapter 119, Florida Statutes, which requires it to provide access to its records, subject to certain limitations. Notwithstanding any information labeled as "Confidential" or "Proprietary", or clauses in the Contract to the contrary, the Vendor agrees to allow public access to all records, documents, papers, letters or other material subject to the provision of the Florida Public Records law and

made or received in conjunction with the Contract. Refusal by the Vendor to allow such public access will be grounds for immediate cancellation of the Contract by the University.

- b. To the extent that Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, and in addition to other contract requirements provided by law, the Vendor agrees that it is acting as a contractor on behalf of the University as provided under s. 119.0701(a) and as such it will comply with Florida's Public Records Law. Specifically, Vendor agrees that it will:
  - i. Keep and maintain public records that ordinarily and necessarily would be required by the University in order to perform the services performed by the Vendor under the Contract;
  - ii. Provide the public with access to such public records on the same terms and conditions the University would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
  - iii. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
  - iv. Meet all requirements for retaining public records and transfer to the University, at no cost, all public records in possession of the Vendor upon termination of the Contracts and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the University in a format that is compatible with the information technology systems of the University.
- c. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT:** The Office of General Counsel: (850) 474-3420, gcfrotdesk@uwf.edu, Building 10, 11000 University Parkway, Pensacola, FL 32514.

25. **Signatures:** The Contract and this Addendum may be executed by electronic or facsimile means and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures to this Addendum are not required for purchase orders; acceptance of the purchase order confirms Vendor's acknowledgement and agreement with the terms of this Addendum.

**The University of West Florida**

DocuSigned by:  
By: Melinda Bowers

Name: Melinda Bowers

Title: Dean, Emerald Coast Campus

Date: 01/10/2024

**Vendor**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 490323  
Procurement/Contractor/Lessee Name: TBD Grant Funded: YES \_\_\_ NO X  
Purpose: Transit Advertising Agreement  
Date/Term: \_\_\_\_\_ 1.  GREATER THAN \$100,000  
Department #: \_\_\_\_\_ 2.  GREATER THAN \$50,000  
Account #: \_\_\_\_\_ 3.  \$50,000 OR LESS  
Amount: per wrap and see - invoice  
Department: Transit Dept. Monitor Name: Parke

**Purchasing Review**

Procurement or Contract/Lease requirements are met: \_\_\_\_\_ Date: 4-12-23  
DeRita Mason  
Purchasing Manager or designee: DeRita Mason, Erin Poole, Amber Hammonds

**2CFR Compliance Review (if required)**

Approved as written: \_\_\_\_\_ Grant Name: \_\_\_\_\_  
NO Federal funds  
Grants Coordinator: Suzanne Ulloa Date: \_\_\_\_\_

**Risk Management Review**

Approved as written: \_\_\_\_\_ Date: 11-17-23  
see email attached  
Risk Manager or designee: Lydia Garcia

**County Attorney Review**

Approved as written: \_\_\_\_\_ Date: 11-16-23  
see email attached  
County Attorney: Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Thursday, November 16, 2023 3:08 PM  
**To:** DeRita Mason  
**Cc:** Kerry Parsons; Kyla Orinick  
**Subject:** Re: Transit Advertising Agreement  
**Attachments:** Transit Advertising Agreement - edited template 11.16.23.docx

DeRita,

With the attached changes, this is approved.

Lynn

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** DeRita Mason  
**Sent:** Tuesday, November 14, 2023 1:57 PM  
**To:** Lynn Hoshihara  
**Cc:** Kerry Parsons; Kyla Orinick  
**Subject:** FW: Transit Advertising Agreement

Good afternoon,  
Can you look over the minor edits attached from transit?  
Thank you,

DeRita Mason



SAVE THE DATE! Registration is now **OPEN!**  
Purs for Procurement Golf Classic  
COGCC Annual Purs for Procurement Golf Classic  
November 17, 2023  
Blackwater Golf Club  
4927 Antwerp Road  
Christown, FL 32536  
**BLACKWATER**  
GOLF CLUB

DeRita Mason, CPPO, CPPB, NIGP-CPP  
Purchasing Manager  
Okaloosa County Purchasing Department  
5479A Old Bethel Road



## DeRita Mason

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**From:** Odessa Cooper-Pool  
**Sent:** Friday, November 17, 2023 10:17 AM  
**To:** DeRita Mason  
**Subject:** RE: Transit Advertising Agreement  
**Attachments:** Transit Advertising Agreement - edited template 11.16.23.docx

Hello DeRita,

The Transit Advertising Agreement has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

**Odessa Cooper-Pool**  
Public Records & Contracts Specialist |Risk Management  
Okaloosa County BCC  
302 N. Wilson Street, Crestview, FL 32536  
Office: 1-850-689-4111



“And, when you want something, all the universe conspires in helping you to achieve it.”— Paulo Coelho, *The Alchemist*

**Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.**

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Friday, November 17, 2023 6:22 AM  
**To:** Odessa Cooper-Pool <ocooperpool@myokaloosa.com>  
**Subject:** RE: Transit Advertising Agreement

See updated attached.

DeRita Mason



**SAVE THE DATE!** Registration is now **OPEN!**  
**Pins for Procurement Golf Classic**  
CGCC Annual Pins for Procurement Golf Classic  
November 17, 2023  
Blackwater Golf Club  
407 Antech Road  
Crestview, FL 32536

**BLACKWATER**  
GOLF CLUB  
407 ANTECH ROAD  
CRESTVIEW, FL 32536

DeRita Mason, CPPO, CPPB, NIGP-CPP