

## FIRST AMENDMENT TO AGREEMENT BETWEEN TRINITY CATHOLIC HIGH SCHOOL, INC., AND THE CITY OF OCALA FOR SCHOOL SECURITY OFFICER SERVICES

THIS FIRST AMENDMENT TO AGREEMENT BETWEEN TRINITY CATHOLIC HIGH SCHOOL, INC., AND THE CITY OF OCALA FOR SCHOOL SECURITY OFFICER SERVICES ("First Amendment") is entered into by and between **<u>CITY OF OCALA</u>**, ("City") a Florida municipal corporation by and through its Ocala Police Department (the "Police Department"), and <u>**TRINITY CATHOLIC HIGH SCHOOL**</u>, INC., a not-for-profit corporation (EIN# 59-3646276) ("Trinity Catholic").

**WHEREAS**, on October 6, 2023, City and Trinity Catholic entered into an agreement to provide school security officer services (the "Original Agreement"), City of Ocala Contract Number: OPD/230636 for a term of one (1) year, from August 1, 2023 to July 31, 2024; and

**WHEREAS**, City and Trinity Catholic now desire to extend the Original Agreement for an additional one (1) year period.

**NOW THEREFORE**, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Trinity Catholic agree as follows:

- 1. **RECITALS.** City and Trinity Catholic hereby represent and warrant that the Recitals set forth above are true and correct.
- 2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Trinity Catholic is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
- 3. **EXTENSION**. The Original Agreement is hereby renewed for an additional one-year term beginning <u>AUGUST 1, 2024</u> and terminating <u>JULY 31, 2025</u>.
- 4. **ARTICLE IV FINANCING THE SCHOOL SECURITY OFFICER PROGRAM.** The language in Article IV, paragraph A in the Original Agreement shall be deleted in its entirety and replaced with the following language:
  - A. Trinity Catholic agrees to reimburse the City in the amount of <u>ONE HUNDRED THOUSAND</u>, <u>ONE HUNDRED SIX AND NO/100 DOLLARS (\$100,106)</u> (the "Contract Sum") for School Security Officer services provided during the term of this Agreement. The Contract Sum shall be payable to the City monthly, at a rate of <u>ELEVEN THOUSAND</u>, <u>ONE HUNDRED TWENTY-</u> <u>TWO AND 89/100 DOLLARS (\$11,122.89)</u> for nine months beginning September 30, 2024.
- 5. **NOTICES**. All notices, certifications or communications required by this First Amendment 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 Trinity Catholic:

Trinity Catholic High School, Inc. Attn: Lou Pereira 2600 SW 42<sup>nd</sup> Street Ocala, Florida PH: 352-622-9025 E-mail: <u>lpereira@tchs.us</u>

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If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3 <sup>rd</sup> Floor Ocala, Florida 34471 PH: 352-629-8343 E-mail: <u>notices@ocalafl.gov</u>
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3 <sup>rd</sup> Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: <u>cityattorney@ocalafl.gov</u>
Copy to:	Ocala Police Department Attn: Lt. Eric Hooper 402 S. Pine Avenue Ocala, Florida 34471 E-mail: <u>ehooper@ocalapd.gov</u>

- 6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
- 7. **ELECTRONIC SIGNATURE(S).** Trinity Catholic, 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 First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
- 8. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment 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 First Amendment.

## [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



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	ties have executed this First Amendment on
ATTEST:	CITY OF OCALA
Angel B. Jacobs City Clerk	Barry Mansfield City Council President
Approved as to form and legality:	TRINITY CATHOLIC HIGH SCHOOL, INC.
Ву:	By:(Printed Name)
Title:	(Title of Authorized Signatory)