

**FIRST AMENDMENT TO AGREEMENT BETWEEN
THE SCHOOL BOARD OF MARION COUNTY, FLORIDA
AND THE CITY OF OCALA FOR THE
SCHOOL RESOURCE OFFICER PROGRAM**

This First Amendment (“**First Amendment**”) is made to the School Resource Officer Program Agreement dated the 28TH day of June 2022, (“**Original Agreement**”) by and between **The School Board of Marion County, Florida, (“School Board”)**, and **The City of Ocala (“City”)** by and through its Ocala Police Department (hereinafter referred to as the “**City Police Department**”).

School Board and City desire to amend the Original Agreement as follows:

1. Under **ARTICLE II, Rights and Duties of the City Police Department** Section 1. C. is hereby deleted and replaced as follows for the 2024-2025 school year:
 - C. The City Police Department shall assign SROs to the following high schools:
 - 1) Vanguard High School – (2) SROs
 - 2) West Port High School - (3) SROs
2. Under **ARTICLE IV, Financing the SRO Program** Section 1, the third year of the Original Agreement is hereby amended as follows:

$\$84,366.50/\text{SRO} \times 19 \text{ SROs} = \$1,602,963.50$ for the 2024-2025 school year.
3. Under **ARTICLE IV, Financing the SRO Program** Section 2, the monthly rate will increase to \$133,580.30 for the remainder of the Agreement which terminates on June 30, 2025, but will not go into effect until the newly assigned SRO begins their assignment at the school. The remaining total costs under this Agreement will depend on when the SRO starts the assignment identified in Article II. The cost of this Agreement shall not exceed \$1,602,963.50 for the 2024-2025 school year.
4. Under **ARTICLE II, Rights and Duties of the City Police Department** Section 2. Regular Duty Hours of SRO, subsection E. Duties of the SRO paragraph 16), is hereby amended to include the following: Each SRO shall be a State Certified Law Enforcement Officer and meet any other training certifications required for this position by School Safety Requirements. The City shall require each SRO to maintain the required certifications. The City shall maintain all records of the certifications of the SRO which shall be provided to the “School Board” upon request.

THIS SPACE IS INTENTIONALLY LEFT BLANK.

5. In all other respects, the Original Agreement between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date set forth below.

**SCHOOL BOARD:
THE SCHOOL BOARD OF MARION COUNTY, FLORIDA**

BY: _____ Date: _____
Nancy Thrower, Board Chair

BY: _____ Date: _____
Diane V. Gullett, Ed.D., Superintendent

Approved as to form and legality:

BY: _____ Date: _____
Jeremy T. Powers, Esquire
School Board Attorney

THE CITY OF OCALA

BY: _____ Date: 8/21/2024
Angel Jacobs, City Clerk

Approved as to form and legality:

BY: _____ Date: _____
William Sexton, City Attorney

BY: _____ Date: _____
Barry Mansfield, City Council President

DocuSigned by:
William E. Sexton
807DCFC4E86E429
Date: _____

DocuSigned by:
Barry Mansfield
807DCFC4E86E429
Date: _____

Certificate Of Completion

Envelope Id: 8D6044343F2B47D2B56E279AD7A2ECBD

Status: Completed

Subject: First Amendment to Agreement between School Board and City of Ocala-School Resource

Source Envelope:

Document Pages: 2

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Porsha Ullrich

AutoNav: Enabled

110 SE Watula Avenue

Enveloped Stamping: Enabled

City Hall, Third Floor

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

Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original

8/8/2024 9:37:53 AM

Holder: Porsha Ullrich

Location: DocuSign

pullrich@ocalafl.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events**Signature****Timestamp**

William E. Sexton

DocuSigned by:


William E. Sexton
B07DCFC4E86E429...

Sent: 8/8/2024 9:56:13 AM

wsexton@ocalafl.org

Viewed: 8/8/2024 10:21:12 AM

City Attorney

Signed: 8/12/2024 2:07:17 PM

City of Ocala

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Barry Mansfield

DocuSigned by:


Barry Mansfield
550E4A5AC2B44F7...

Sent: 8/12/2024 2:07:18 PM

bmansfield@ocalafl.org

Viewed: 8/20/2024 8:34:14 PM

Council President

Signed: 8/20/2024 8:34:37 PM

City of Ocala

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 174.228.162.228

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Angel B. Jacobs

Signed by:


Angel B. Jacobs
8DB3574C28E54A6...

Sent: 8/20/2024 8:34:39 PM

ajacobs@ocalafl.org

Viewed: 8/21/2024 10:14:42 AM

City Clerk

Signed: 8/21/2024 10:15:02 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Accepted: 8/21/2024 10:14:42 AM

Sent: 8/20/2024 8:34:39 PM

ID: 68f3d662-a13b-462a-a45e-b3d7cf820c52

Viewed: 8/21/2024 10:14:42 AM

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	8/8/2024 9:56:14 AM
Certified Delivered	Security Checked	8/21/2024 10:14:42 AM
Signing Complete	Security Checked	8/21/2024 10:15:02 AM
Completed	Security Checked	8/21/2024 10:15:02 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.