

SCHOOLS SURVEILLANCE CAMERA SYSTEM ACCESS
AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____
2025, by and between

THE SCHOOL BOARD OF MARION COUNTY, FLORIDA
(hereinafter referred to as "SCHOOL BOARD"),
a body corporate existing under the laws of the State of Florida, whose principal
place of business is
1614 E FORT KING STREET, OCALA Florida 34471 and

THE CITY OF OCALA
(hereafter referred to as the "CITY")
by and through its Ocala Police Department
(hereinafter referred to as the "City Police Department")
110 SE WATULA AVENUE, OCALA FLORIDA 34471

WHEREAS, SCHOOL BOARD operates all public district schools located in Marion County, Florida; and

WHEREAS, CITY desires its authorized personnel by mutual procedures to have access to real-time (live) video feeds and recorded video feeds from SCHOOL BOARD'S surveillance cameras when active circumstances at a public district school or facility present an immediate need for law enforcement or fire safety personnel to respond to that school or facility to protect the health or safety of district school students, SCHOOL BOARD personnel or SCHOOL BOARD property.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1- RECITALS

1.01 Recitals. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement will commence on the date last signed by the parties and will continue through the end of the business day on June 30, 2027. Written renewal of this Agreement for three additional one-year periods is contingent upon the same terms and conditions, and the satisfactory performance of the parties.

2.02 Confidential and Exempt Security and Safety Plan Information. CITY acknowledges that SCHOOL BOARD'S video security monitor images depict the internal layout and structural elements of SCHOOL BOARD'S buildings or other structures owned or operated by SCHOOL BOARD and are exempt from Section 119.07(1), Fla. Stats. (2024) and Art. I, §24(a), Fla. Const. [the provisions commonly referred to as the public records laws] and pursuant to Section 119.071 and Section 286.011, Fla. Stats. (2024) are exempt from access or disclosure. Florida law permits the SCHOOL BOARD to disclose such confidential and/or exempt information to CITY in furtherance of CITY authorized personnel by mutual

procedures, official duties and responsibilities. Pursuant to Section 119.0701, Fla. Stats. (2024), CITY shall keep and maintain confidential and exempt all such information provided to them under applicable law. CITY agrees not to release such information or to disclose their contents to anyone other than an employee of CITY that requires access to such information in furtherance of their official duties, unless such information is required to be released by applicable law or order of a court of competent jurisdictions and unless SCHOOL BOARD is first notified by CITY of the information's intended release. Any failure by CITY to maintain the confidential and exempt nature of such information will constitute a material breach of this Agreement.

2.02.1 SCHOOL BOARD Ownership and Required Retention of Recorded Video Images. CITY acknowledges that SCHOOL BOARD is a political subdivision existing under the laws of the State of Florida and is subject to that state's public records laws and record retention requirements. CITY further acknowledges that any and all original recordings of video security images captured through use of SCHOOL BOARD's video security cameras as well as any equipment within which such images are recorded are the property of SCHOOL BOARD. Such video images may not be removed from SCHOOL BOARD's property except pursuant to a subpoena, court order or search warrant in which case SCHOOL BOARD will be allowed to make a copy of such images to serve as SCHOOL BOARD's record copy for record retention requirements under applicable law.

2.03 Access to Recorded Video Images Not Involving an Emergency. Video images recorded through use of SCHOOL BOARD's security video cameras may be considered a confidential and exempt "education record", pursuant to Sections 1002.22(2) and 1002.221(1), Fla. Stats. (2024); the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g, and the federal regulations issued pursuant thereto. CITY authorized personnel by mutual procedures will be granted access to recorded video images. When CITY authorized personnel by mutual procedures desire access to recorded images from SCHOOL BOARD's security video cameras as part of their responsibilities not involving an emergency, as defined in 2.04.1, they must make a request for such recorded images to SCHOOL BOARD's law enforcement unit [hereinafter referred to as "SAFE SCHOOLS"]. SAFE SCHOOLS will submit any such request to the SCHOOL BOARD's Attorney to determine any applicable restrictions or limitations that are applicable to the requested images. Such requests by CITY authorized personnel by mutual procedures may require issuance of a subpoena or an order from a court of competent jurisdiction.

2.04 Viewing of Real-Time (Live) Video Feeds and Recorded Videos/Images During an Emergency. The parties acknowledge and agree that viewing of real-time (live) video feeds from SCHOOL BOARD security cameras by CITY authorized personnel by mutual procedures during an emergency situation is not considered access to an "education record" as defined under state or federal law. The parties also acknowledge that any recorded videos/images [as contrasted to real-time (live) video feeds] may constitute an "education record" and be confidential and exempt pursuant to Sections 1002.22(2) and 1002.221(1), Fla. Stats. (2024); the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g, and the federal regulations issued pursuant thereto. The parties further agree and acknowledge that CITY authorized personnel by mutual procedures viewing of real-time (live) video feeds and/or recorded videos/images received from SCHOOL BOARD's security video cameras will be limited to specific circumstances, described in this Agreement, which are necessary to protect the health or safety of students or individuals on or around SCHOOL BOARD property. SCHOOL BOARD will designate a person authorized to make decisions on its behalf about whether any recorded videos/images constitute an education record and whether access to real-time (live) video feeds and/or recorded videos/images will be permitted in any particular instance.

2.04.1 Emergency Circumstances Authorizing Real-Time (Live) and Recorded Video Access. CITY authorized personnel by mutual procedures will be permitted to view, through remote access,

real-time (live) video feeds during emergency circumstances as described in this Agreement. In addition, CITY authorized personnel by mutual procedures will be permitted to view, play back, fast forward and fast back images and videos recorded on SCHOOL BOARD security cameras during time periods prior to CITY authorized personnel by mutual procedures receiving information that an emergency circumstance exists when such recorded images/videos are not education records and their viewing is necessary to assist CITY authorized personnel by mutual procedures in making a response to the emergency circumstance. Emergency circumstances may include the following:

- a) When SCHOOL BOARD administration has declared an elevated threat level at a district school or facility;
- b) When CITY authorized personnel by mutual procedures has received information that a life-threatening incident exists on or immediately near the grounds of a district school or facility;
- c) When CITY authorized personnel by mutual procedures or another law enforcement agency having jurisdiction or participating under an applicable mutual aid agreement is notified of a life-threatening incident occurring on or immediately near SCHOOL BOARD grounds of a district school or facility that requires a law enforcement response;
- d) When CITY authorized personnel by mutual procedures or another fire safety agency having jurisdiction or participating under an applicable mutual aid agreement is notified of a life-threatening incident occurring on or immediately near SCHOOL BOARD grounds of a district school or facility that requires a fire safety response;
- e) When CITY authorized personnel by mutual procedures determines it is necessary in order to protect the health or safety of district school student(s), SCHOOL BOARD personnel, or other individuals on or immediately near the grounds of a district school or facility;
- f) When CITY authorized personnel by mutual procedures determines it is necessary in order to protect SCHOOL BOARD grounds of a district school or facility;
- g) For routine maintenance solely to verify operability and functionality of cameras and recording devices including the confirmation of the locations of designated cameras at a particular district school or facility; or
- h) For training of appropriate CITY authorized personnel by mutual procedures.

2.04.2 General Surveillance Prohibited. CITY authorized personnel by mutual procedures acknowledge that the limited access granted to them under this Agreement to SCHOOL BOARD's security video cameras and images/videos captured using such equipment does not authorize them to conduct general surveillance of SCHOOL BOARD grounds of a district school or facility unrelated to a specific purpose as specified in Section 2.04.1 of this Agreement.

2.04.3 SCHOOL BOARD Access to Remote Viewing Site. CITY authorized personnel by mutual procedures will permit SCHOOL BOARD's designated personnel access to the remote location at which they will be afforded real-time access to SCHOOL BOARD's security cameras and images/video recordings. Such access will only be conducted during the CITY's normal business hours and must be permitted within two (2) business days of SCHOOL BOARD's request for access, in accordance with the policies and procedures of the CITY authorized personnel by mutual procedures.

2.04.4 Limited Authority to Capture Video Screen Shots and Recorded Video Images. CITY authorized personnel by mutual procedures acknowledge that the video access authorized by this Agreement is expressly restricted to viewing real-time (live) video access and recorded images/video recordings as authorized in Section 2.04.1 of this Agreement. They further acknowledge that they shall make no recordings of real-time (live) video images or of images/videos recording using SCHOOL BOARD's security cameras except as expressly authorized within this Agreement. Notwithstanding Section 2.04.1 of this Agreement, CITY authorized personnel by mutual procedures are permitted to make screen

shots, record video, and tag video capturing the images of persons or locations of interest that appear through the real-time (live) video access feeds or images/videos recorded from such feeds to the extent necessary to assist authorized personnel by mutual procedures to respond to any of the emergency circumstances specified in Section 2.04.1 of this Agreement. However, CITY authorized personnel by mutual procedures acknowledge that they may not make any screen shots or video recordings from the cameras when those video feeds are accessed for training purposes or routine maintenance. CITY authorized personnel by mutual procedures agree that any of their personnel who makes any use of SCHOOL BOARD's security video feeds other than as permitted by this Agreement will be subject to discipline in accordance with CITY authorized personnel by mutual procedures policies and procedures.

2.05 Confidentiality of Education Records. Notwithstanding any provision to the contrary within this Agreement, to the extent that CITY authorized personnel by mutual procedures receive access to "education records" as defined by applicable state and federal law, they will:

2.05.1 fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Fla. Stats. (2024); the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.05.2 notify SCHOOL BOARD immediately by telephone at 352-671-7775 (Director, Technology and Information Services), and 352-671-6963 (Executive Director, Safety and Security), and email SafeSchoolsCoordinator@marion.k12.fl.us upon discovery of a breach of confidentiality of education records and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Fla. Stats. (2024), and fully cooperate with appropriate SCHOOL BOARD staff, including SCHOOL BOARD's Information Technology staff to resolve any privacy investigations and concerns in a timely manner; and

2.05.3 Prepare and distribute, at CITY's own cost, any and all required breach notifications, under federal and Florida law, or reimburse SCHOOL BOARD any direct costs incurred by SCHOOL BOARD for doing so, including, but not limited to, those required by Section 501.171, Fla. Stats. (2024), when CITY authorized personnel by mutual procedures have been determined to be the source of the breach; and

2.05.4 be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law when CITY authorized personnel by mutual procedures have been determined to be the source of the breach; and

2.05.5 provide SCHOOL BOARD with the name and contact information of CITY authorized personnel by mutual procedures who will serve as SCHOOL BOARD's primary security contact and will be available to assist SCHOOL BOARD in resolving obligations associated with a security breach of confidentiality of education records when CITY authorized personnel by mutual procedures have been determined to be the source of the breach; and

2.05.6 securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

2.06 Ownership of Education Records. To the extent that CITY authorized personnel by mutual procedures receive any original education records from SCHOOL BOARD, SCHOOL BOARD shall be entitled to retain a record copy of such original education records and such original education records will remain the property of SCHOOL BOARD unless such records are held as evidence. If any education

record is held in evidence, CITY authorized personnel by mutual procedures will be allowed to store a digital copy of any evidence in its secured digital evidence storage program for evidence preservation purposes and SCHOOL BOARD shall be entitled to possess and retain a copy of such education record in fulfillment of its duties as a public agency to retain public records in compliance with applicable law. Upon termination of this Agreement CITY shall, at SCHOOL BOARD's request, return to SCHOOL BOARD or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SCHOOL BOARD with a written acknowledgment of said disposition.

2.07 Audit of CITY Authorized Personnel by Mutual Procedures Access to SCHOOL BOARD Security Video Images. CITY authorized personnel by mutual procedures access and use of real-time (live) video feeds and recorded images/videos from SCHOOL BOARD security cameras is subject to audit by SCHOOL BOARD. CITY authorized personnel by mutual procedures will provide SCHOOL BOARD's designated personnel with the following detailed information on a monthly basis:

2.07.1 The identity of each user authorized by CITY authorized personnel by mutual procedures to log into and gain access to SCHOOL BOARD's security video feeds and/or recorded images/videos; and

2.07.2 The identity of each CITY authorized personnel by mutual procedures user who logged into and gained access to SCHOOL BOARD's security video feeds and/or recorded images/videos over the past month; and

2.07.3 The emergency circumstances under Section 2.04.1 of this Agreement in each instance in which access was had to SCHOOL BOARD's security video feeds and/or recorded images/videos which authorized each CITY authorized personnel by mutual procedures user to have such access; and

2.07.4 The location of each district school or facility at which CITY authorized personnel by mutual procedures users accessed SCHOOL BOARD security video feeds and/or recorded images/videos; and

2.07.5 The date, time of access, and duration of access by CITY authorized personnel by mutual procedures users to SCHOOL BOARD security video feeds and/or recorded images/videos; and

2.07.6 The names of the CITY authorized personnel by mutual procedures who viewed SCHOOL BOARD security video feeds and/or recorded images/videos.

2.08 Notice. When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice will remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SCHOOL BOARD: Superintendent of Schools
The School Board of Marion County, Florida
1614 E Fort King Street
Ocala, Florida 34471

With a Copy to: Chief Dennis McFatten
Safety and Security Department
1614 E Fort King Street
Ocala, Florida 34471

To CITY: Kristen Dreyer
Ocala City Council
110 SE Watula Avenue
Ocala, FL 34471

With a Copy to: Angel B. Jacobs, City Clerk
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

2.09 Public Records Compliance: The PARTIES understand the broad nature of these laws and agrees to comply with Florida's Public Record Laws relating to records retention. Public Records and Audit.

2.09.1 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this AGREEMENT shall be subject to the applicable provisions of the Florida Public Records Law [Chapter 119, Florida Statutes (2024)], and other applicable State or Federal law. The PARTIES shall comply with all requirements of Chapter 119, Florida Statutes (2024), to the extent applicable to the records and documents associated with this AGREEMENT that are in its possession or under its control. A request to inspect or copy public records relating to the AGREEMENT must be made directly to the SCHOOL BOARD.

2.09.2 The PARTIES shall retain all records relating to this AGREEMENT for a period of at least five (5) years after this AGREEMENT terminates. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes (2024). The SCHOOL BOARD, upon written reasonable notice, shall have the right to audit and inspect any records of the CITY relating to this AGREEMENT to ensure compliance with the terms and conditions of this AGREEMENT.

**IF THE CITY HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES
(2024), TO THE CITY'S DUTY TO PROVIDE PUBLIC**

**RECORDS RELATING TO THE AGREEMENT, CONTACT THE
SCHOOL BOARD CUSTODIAN'S OF PUBLIC RECORDS AT:**

Public Relations | 1614 E. Fort King St, Ocala, FL 34471

Phone: 352-671-7555

Email: Public.Relations@Marion.K12.FL.US

**IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES
(2024), TO THE SCHOOL BOARD'S DUTY TO PROVIDE
PUBLIC RECORDS RELATING TO THE AGREEMENT,
CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS
AT:**

**Angel B. Jacobs, City Clerk, at 352-629-8266,
ajacobs@ocalafl.org or in Person at 110 SE Watula Avenue,
Ocala, Florida 34471**

2.10 Indemnification. Each party will each be individually and separately liable and responsible for the actions of its respective officers, agents and employees on the performance of their respective obligations under this Agreement. Both parties will be entitled at all times to the benefits of sovereign immunity as provided in Section 768.28, Fla. Stats (2024). and common law. Nothing contained in this Agreement is to be construed as a waiver of sovereign immunity.

2.11 Equal Opportunity Provision. The parties agree that no person will be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.12 Annual Appropriation. The performance and obligations of the parties under this Agreement will be contingent upon an annual budgetary appropriation by their governing bodies, and if either party's governing body does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by such party at the end of the period for which funds have been allocated. The terminating party will notify the other party at the earliest possible time before such termination. No penalty will accrue to either party in the event this provision is exercised, and neither party will not be obligated or liable for any future payments due or any damages as a result of termination under this section.

ARTICLE 3 - GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Fla. Stats. (2024). This section will survive the termination of all performance or obligations under this Agreement and will be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party will be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein is to be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 Independent Contractor. The parties to this Agreement will at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees will represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to retirement, leave benefits or any other benefits of either party's employees will exist as a result of the performance of any duties or responsibilities under this Agreement. Neither party will be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 Default. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party will provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy will be cumulative and will be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder will preclude any other or future exercise thereof. Nothing in this section is to be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 Termination. This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement.

3.06 Compliance with Laws. Each party will comply with all applicable federal, state and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof may be predicated upon any prior representations or agreements, whether oral or written.

3.08 Binding Effect. This Agreement will be binding upon and more to the benefit of the parties hereto and their respective successors.

3.09 Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There may be no partial assignments of this Agreement.

3.10 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document will not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.11 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.12 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver will only be effective as to the specific instance for which it is obtained and will not be deemed a continuing or future waiver.

3.13 Force Majeure. Neither party will be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, flood, earthquake, explosion, wars, sabotage, accident, epidemics, pandemics, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event will a lack of funds on the part of either party be deemed Force Majeure.

3.14 Survival. All representations and warranties made herein, indemnification obligations, obligations to reimburse SCHOOL BOARD, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds will survive the termination of this Agreement.

3.15 SCHOOL BOARD Agreement Administration. SCHOOL BOARD has delegated authority to the Superintendent of Schools or her designee to take any actions necessary to implement and administer this Agreement.

3.16 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, constitute one and the same Agreement.

3.17 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 hereto have made and executed this Agreement on the date first above written.

THE SCHOOL BOARD OF MARION COUNTY, FLORIDA

By _____
LORI CONRAD, BOARD CHAIR

By _____
DIANE V. GULLETT, Ed.D., SUPERINTENDENT

Approved as to form and legality:


By _____
JEREMY T. POWERS, ESQ.,
SCHOOL BOARD ATTORNEY

THE CITY OF OCALA, FLORIDA

ATTEST:

ANGEL B JACOBS, CITY CLERK

Approved as to form and legality:

Signed by:
By  _____
WILLIAM E. SEXTON, Esq. CITY ATTORNEY

By _____
KRISTEN DREYER
PRESIDENT, OCALA CITY COUNCIL

Certificate Of Completion

Envelope Id: D81EC34B-C735-4DB7-89B4-34F3CFCD9E59

Status: Completed

Subject: FOR LEGAL REVIEW AND SIGNATURE: School Surveillance Camera System Access (OPD 250704)

Source Envelope:

Document Pages: 10

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

Envelope Stamping: Enabled

City Hall, Third Floor

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

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 67.8.24.241

Record Tracking

Status: Original

Holder: Patricia Lewis

Location: DocuSign

6/11/2025 7:41:48 AM

plewis@ocalafl.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

William E. Sexton

wsexton@ocalafl.gov

Security Level: Email, Account Authentication (None)

Signature

Signed by:

William E. Sexton

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Timestamp

Sent: 6/11/2025 7:44:57 AM

Viewed: 6/11/2025 9:17:02 AM

Signed: 6/12/2025 12:03:16 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM

ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

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

6/11/2025 7:44:57 AM

Certified Delivered

Security Checked

6/11/2025 9:17:02 AM

Signing Complete

Security Checked

6/12/2025 12:03:16 PM

Completed

Security Checked

6/12/2025 12:03:16 PM

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.