

**AGREEMENT BETWEEN TRINITY CATHOLIC HIGH SCHOOL, INC., AND THE CITY OF OCALA FOR SCHOOL SECURITY OFFICER SERVICES**

THIS AGREEMENT is made and entered into by and between **TRINITY CATHOLIC HIGH SCHOOL, INC.**, a Florida not-for-profit corporation ("Trinity Catholic") (EIN: 59-3646276), and the **CITY OF OCALA** ("City"), a Florida municipal corporation, by and through its Ocala Police Department (the "Police Department").

**WHEREAS**, the City of Ocala is a Florida municipal corporation and has the authority to enter into this agreement with Trinity Catholic High School.

**WHEREAS**, Trinity Catholic High School is a private school, located in the City of Ocala, Marion County, providing education for students beginning at ninth grade and continuing through the twelfth grade; and

**WHEREAS**, a School Security Officer Program has been proposed for Trinity Catholic High School, located at 2600 SW 42nd Street, Ocala, Florida 34471; and

**WHEREAS**, Trinity Catholic desires, and the City is willing to provide, security and related services through Ocala Police Department at Trinity Catholic High School;

**WHEREAS**, Trinity Catholic and the City recognize the potential benefits of the School Security Officer program to the citizens of Ocala, Florida, and particularly to the students attending Trinity Catholic High School; and

**WHEREAS**, Trinity Catholic and the City agree that it is in the best interests of the City's citizens and Trinity Catholic students to establish a School Security Officer Program at Trinity Catholic High School.

**NOW, THEREFORE**, in consideration of the 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:

**ARTICLE I**

**ESTABLISHMENT OF SCHOOL SECURITY OFFICER PROGRAM**

A. A School Security Officer Program (the "Program") is hereby established at Trinity Catholic High School for a period of one (1) year from August 1, 2023 through July 31, 2024, with School Security Officer ("SSO") assignments as outlined in Article II.

**ARTICLE II**

**RIGHTS AND DUTIES OF THE CITY AND OCALA POLICE DEPARTMENT**

A. Ocala Police Department shall provide an SSO ("SSO") as follows:

- (1) **Assignment of School Security Officer.** The Police Department shall assign one regularly employed police officer to the Trinity Catholic High School located at 2600 SW 42nd Street Ocala, Florida 34471.
- (2) **Regular Duty Hours of School Security Officer.** The SSO shall be assigned on a full-time basis of eight (8) hours that the school is in regular session. The SSO may be temporarily re-assigned by the Police Department during school holidays and vacations, for training

or during the period of a police emergency or other occasion agreed upon by Trinity Catholic's Principal (the "Principal") and the Ocala Police Department.

- (a) If Trinity Catholic has a need or desire for an SSO to participate in and/or attend a school function that does not fall within the eight (8) hour workday schedule, Principal or his/her designee shall coordinate for a special detail officer through the Ocala Police Department.
  - (b) Principal may request the assigned SSO for a special detail. The Police Department will make every effort to accommodate the request.
- (3) **Equipment of School Security Officer.** All equipment purchased by Police Department for the performance of SSO duties under this Agreement, shall remain the property of the Police Department.
- (4) **Duties of the School Security Officer.**
- (a) SSO shall act as an instructor for specialized short-term programs at the school, when invited to do so by the Principal or a member of the faculty.
  - (b) SSO shall make himself/herself available for conference with parents, and the Principal or the Principal's designee in order to assist them with problems of a law enforcement or crime prevention nature.
  - (c) Confidential information obtained pursuant to Chapter 39, Florida Statutes (proceedings relating to juveniles), shall not be disclosed except as provided by law or court order.
  - (d) Under authority of law and after notification of the Principal, should it become necessary to conduct formal police interviews with students, SSO shall adhere to Trinity Catholic policy, police policy, and legal requirements with regard to such interviews.
  - (e) SSO shall take law enforcement action as required. As soon as practical, SSO shall make Principal aware of such action. At the request of Principal, the SSO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SSO may do so under the authority of law. Whenever practical, the SSO shall advise the Principal before requesting additional police assistance on campus.
  - (f) SSO shall give assistance to other law enforcement officers and government agencies in matters regarding his school assignment, whenever necessary.
  - (g) SSO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, should Principal believe an incident is a violation of the law, SSO may be contacted and the SSO shall determine whether law enforcement action is appropriate.
  - (h) SSO shall not have any private communications with students via social media, telephone, video, email, text, or any other means. This does not limit the SSO's

face-to-face communications at school during school hours in conjunction with the services to be provided herein.

**ARTICLE III.**

**RIGHTS AND DUTIES OF TRINITY CATHOLIC**

- A. Trinity Catholic shall provide SSO with the following materials and facilities, which are deemed necessary to the performance of the SSO's duties:
  - (1) Access to an air-conditioned and properly lit office, equipped with a telephone that may be used for general business purposes.
  - (2) A location for files and records which can be properly locked and secured.
  - (3) Access to a computer.

**ARTICLE IV**

**FINANCING THE SCHOOL SECURITY OFFICER PROGRAM**

- A. Trinity Catholic agrees to reimburse the City in the amount of **NINETY-NINE THOUSAND, FOUR HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$99,465)** (the "Contract Sum") for School Security Officer services provided during the term of this Agreement. The Contract Sum shall be payable to City monthly, at a rate of **ELEVEN THOUSAND, FIFTY-ONE AND 67//100 DOLLARS (\$11,051.67)** for nine months beginning September 30, 2023.
- B. Any and all additional expenditures will be agreed upon by both parties.

**ARTICLE V**

**EMPLOYMENT STATUS OF THE SCHOOL SECURITY OFFICER**

- A. At all times SSO shall remain an employee of the City of Ocala and shall not be an employee of Trinity Catholic. Trinity Catholic and the City of Ocala acknowledge that the SSO is a police officer who shall uphold the law under the direct supervision and control of the Ocala Police Department. SSO shall remain responsive to the chain of command of the Police Department.
- B. City understands that the SSO will not participate in any employee benefit provided by Trinity Catholic and represents to Trinity Catholic that City will withhold income tax and social security tax for its employees and will maintain workers' compensation insurance for each employee.
- C. Nothing herein shall be construed as giving Trinity Catholic the right to control the professional judgment or actions of the SSO. City has agreed to make personnel who are qualified available to Trinity Catholic and City covenants and agrees that it will instruct and supervise its employees to use diligent efforts and professional skills and judgment, provide services in accordance with and in a manner consistent with customary and recognized standards of the profession, and conduct themselves in a manner consistent with the policies and rules and regulations of Trinity Catholic.

**ARTICLE VI  
APPOINTMENT OF SCHOOL SECURITY OFFICER**

- A. Police Department and Trinity Catholic Administration shall select an individual to recommend to the Principal from a list of interested officers. Police Department will make final appointment to the position of SSO on agreement with the Administration of Trinity Catholic.

**ARTICLE VII  
DISMISSAL OF SCHOOL SECURITY OFFICER, REPLACEMENT.**

- A. **By Board of Trustees:** In the event that Trinity Catholic's Principal believes that the assigned SSO is not effectively performing his/her duties and responsibilities, Principal shall notify the SSO in writing. If the situation is not corrected within three (3) working days, Principal shall contact SSO's immediate police supervisor and in writing and provide a copy of the notice to the SSO. If the situation is not resolved to the mutual satisfaction of both parties within ten (10) days, or if during the same contract period Principal determines for a second time the SSO is not effectively performing his/her duties and responsibilities, then Principal shall provide written notification to the Chief of Police who will make the transfer within ten (10) business days. In the event where the Principal considers the SSO's conduct to present a threat to the safety or well-being of the students or staff, the Principal, shall provide written notice to the Chief of Police who will make the transfer within two (2) business days.
- B. **By Chief of Police:** The Chief of Police may dismiss or reassign a SSO based upon department rules, regulations and/or operations orders and when it is in the best interest of the City and/or the citizens of the City of Ocala.
- C. In the event of the planned or unplanned absence of the SRO of more than TWO (2) DAYS, the City shall provide a replacement.

**ARTICLE VIII  
TERMINATION OF AGREEMENT**

- A. Either party may terminate this Agreement upon written notice that the other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. Thirty (30) days, or less if agreed to by the parties, shall be given for corrective action after notification by the requesting party.
- B. Termination of this Agreement may only be accomplished as provided herein.
- C. In the event this Agreement is terminated, compensation shall be made to the City of Ocala by Trinity Catholic for all services performed up to the date of termination.

**ARTICLE IX  
GOOD FAITH**

- A. Trinity Catholic and the City of Ocala, their agents and employees, agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions or questions will be resolved by negotiation between Trinity Catholic and the City of Ocala Police Department, or their designees.

**ARTICLE X  
MISCELLANEOUS PROVISIONS**

- A. **AMENDMENT.** No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- B. **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.
- C. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
- D. **NO WAIVER OF FIRST AMENDMENT RIGHTS.** Nothing herein is intended to waive Trinity Catholic's protections as a religious institution under the First Amendment to the U.S. Constitution, Florida Constitution, and the Florida Religious Freedom Restoration Act. Additionally, nothing herein, should be construed as a provision of state or federal funds to Trinity Catholic.
- E. **NO THIRD-PARTY BENEFICIARIES.** Nothing herein is to be construed by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement, or to confer any rights on any third party.
- F. **NON-DISCRIMINATION.** Each party hereby represents and warrants to the other that neither party will violate any applicable anti-discrimination law in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.
- G. **PUBLIC RECORDS.** Trinity Catholic shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes only in regards to this Agreement and any communications regarding this Agreement. With regard only to records involving this Agreement, but no other records of Trinity Catholic or its employees, students, volunteers, religious, related entities, officers, agents or representatives. Trinity Catholic shall:
- (1) Keep and maintain public records required by the public agency to perform the service.
  - (2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - (3) 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 Trinity Catholic does not transfer the records to the public agency.
  - (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Trinity Catholic or keep and maintain public records required by the public agency to perform the service. If Trinity Catholic transfers all public records to

the public agency upon completion of the contract, Trinity Catholic shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Trinity Catholic keeps and maintains public records upon completion of the contract, Trinity Catholic shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF TRINITY CATHOLIC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TRINITY CATHOLIC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail;; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

- H. **AUDIT.** Trinity Catholic shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority, but retains its legal right to protect the privacy of all records not related to this Agreement.
- I. **COMPLIANCE WITH LAWS.** Each party will comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- J. **SEVERABILITY.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such will not affect the remaining portions of this Agreement and the same will remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.
- K. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
- L. **FORCE MAJEURE.** Neither party will be liable to the other nor deemed to be in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For the purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without

limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war, riots, strikes; labor disputes; civil disorders fires; floods; hurricanes; earthquakes; explosions; sabotage; epidemics; pandemics; government regulations; and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevent the performance of the Agreement for all or part of the Agreement term.

- M. **MUTUALITY OF NEGOTIATION.** Trinity Catholic and City acknowledge that this Agreement is a result of negotiations between Trinity Catholic and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
- N. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be part of this Agreement.
- O. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
- P. **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 Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
- Q. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
- R. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

**CONTRACT# OPD/230636**

**IN WITNESS WHEREOF**, this parties have executed this Agreement on 10/6/2023.

**ATTEST:**

**CITY OF OCALA**

DocuSigned by:

*Angel B. Jacobs*

Angel B. Jacobs  
City Clerk

DocuSigned by:

*James P. Hilly*

James P. Hilly, Sr.  
City Council President

**Approved as to form and legality:**

**TRINITY CATHOLIC HIGH SCHOOL, INC.**

DocuSigned by:

*William E. Sexton*

William E. Sexton, Esq.  
City Attorney

DocuSigned by:

*Lou Pereira*

DDFE7992C31642B...

By: Lou Pereira  
(Printed Name)

Title: President  
(Title of Authorized Signatory)

**Certificate Of Completion**

Envelope Id: B5C436CA50464C85AA9042AD840A0DA5	Status: Completed
Subject: SIGNATURE - OPD and Trinity Catholic Approved - School Safety Officer Agreement (OPD/230636)	
Source Envelope:	
Document Pages: 8	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Patricia Lewis
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	plewis@ocalafl.org
	IP Address: 216.255.240.104

**Record Tracking**

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**Signer Events**

Lou Pereira  
 lpereira@tchs.us  
 President  
 Trinity Catholic  
 Security Level: Email, Account Authentication (None)

**Signature**

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**Electronic Record and Signature Disclosure:**

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William E. Sexton  
 wsexton@ocalafl.org  
 City Attorney  
 City of Ocala  
 Security Level: Email, Account Authentication (None)

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**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

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Envelope Summary Events	Status	Timestamps

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Completed	Security Checked	9/19/2023 3:11:21 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **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](mailto: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](mailto: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](mailto: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](mailto: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.

**Certificate Of Completion**

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Source Envelope:	
Document Pages: 13	Signatures: 2
Certificate Pages: 5	Initials: 0
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Envelopeld Stamping: Enabled	Patricia Lewis
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	plewis@ocalafl.org
	IP Address: 216.255.240.104

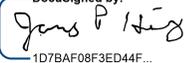
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**Signer Events**

James Hilty Sr.  
jhilty@ocalafl.org  
President  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
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Angel B. Jacobs  
ajacobs@ocalafl.org  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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Signature Adoption: Pre-selected Style  
Using IP Address: 216.255.240.104

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Completed	Security Checked	10/6/2023 9:10:41 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **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](mailto: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](mailto: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](mailto: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.

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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](mailto: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..

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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.