

**SCHOOL RESOURCE OFFICER AND SAFETY AGREEMENT**  
**AMONG AND BETWEEN**  
**THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA,**  
**THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA,**  
**AND**  
**THE CLAY COUNTY SHERIFF'S OFFICE**  
*October 1, 2018 – September 30, 2019*

This Agreement is made and entered into by the School Board of Clay County, Florida ("School Board"), the Board of County Commissioners of Clay County, Florida ("BCC"), and the Clay County Sheriff's Office ("CCSO"), collectively referred to hereinafter as "the Parties."

**WHEREAS**, the Parties have historically entered into annual "Safety and Education Articulation Agreements" whereby CCSO Officers are assigned to certain public schools within Clay County District Schools ("District") to maintain safety and provide certain educational resource services in exchange for the School Board's payment of sums to the BCC for the benefit of CCSO; and

**WHEREAS**, the Parties are currently performing through September 30, 2018, one such agreement known as the *2017-2018 Safety and Education Articulation Agreement* ("2017-18 Articulation Agreement"), a complete and accurate copy of which is attached hereto as **Exhibit A**; and

**WHEREAS**, in exchange for the School Board's payment of \$530,500.00, the services provided under the 2017-18 Articulation Agreement include CCSO's assignment of a School Resource Officer/deputy sheriff ("SRO") per site to provide law enforcement and educational services at Bannerman Learning Center, Keystone Heights High School, Clay High School, Middleburg High School, Fleming Island High School, Ridgeview High School, Orange Park High School, and Oakleaf High School.

**WHEREAS**, Florida's recently-enacted Marjory Stoneman Douglas High School Public Safety Act, Ch. 2018-3, Laws of Florida ("MSDHS Public Safety Act"), made significant school safety reforms and imposed upon all Florida public school districts numerous additional requirements to achieve greater safety and security for all public school students and staff; and

**WHEREAS**, one requirement of the MSDHS Public Safety Act, codified in part under section 1006.12 of the Florida Statutes (2018), calls for school boards to partner with law enforcement agencies to establish or assign at least one "school safety officer" at each public school within a school district by implementing one or any combination of three statutory options going into the 2018-19 school year; and

**WHEREAS**, a District-wide School Resource Officer “SRO” program presents one statutory option, though state funding committed to the District for a program of this nature is substantially insufficient; and

**WHEREAS**, the School Board and Superintendent – in collaboration with local law enforcement agencies, officials, and community stakeholders – have collectively explored (and continue to explore) avenues by which adequate funding may be raised and mandates of the MSDHS Public Safety Act may be met without compromising the level of services provided by each of the public agencies involved; and

**WHEREAS**, the Parties have, in fact, partnered with each other, and expanded the services currently provided by CCSO under the 2017-18 Articulation Agreement by entering into a *School Resource Officer and Safety Agreement* from July 1, 2018 through September 30, 2018 (“Summer SRO Agreement”), such that, in addition to those services provided to the eight (8) schools referenced above, CCSO assigns an SRO to each of four (4) Junior High Schools within the District – namely, Wilkinson Junior High School, Lakeside Junior High School, Lake Asbury Junior High School, and Oakleaf Junior High School (“**12-School Plan**”); and

**WHEREAS**, the Parties understand and intend that the 12-School Plan provided for under the Summer SRO Agreement will continue from October 1, 2018 through September 30, 2019, in accordance with the terms herein stated.

**NOW, THEREFORE, IN CONSIDERATION** of the foregoing recitals and the mutual promises and obligations herein stated, the Parties agree to the following:

1. The School Board shall pay to the BCC, for the benefit and use of CCSO, the sum of \$1,923,669.00, in exchange for certain services provided to the School Board by CCSO as specified below during the period of October 1, 2018 through September 30, 2019. Payment shall be made each month in twelve (12) equal installments beginning October 2018, upon receipt of a monthly invoice for services rendered by CCSO to the School Board.
2. CCSO shall assign and provide one (1) SRO per site to provide law enforcement and educational resource services at: Bannerman Learning Center, Keystone Heights High School, Clay High School, Middleburg High School, Fleming Island High School, Ridgeview High School, Orange Park High School, Oakleaf High School, Wilkinson Junior High School, Lakeside Junior High School, Lake Asbury Junior High School, and Oakleaf Junior High School. Such services will be consistent with the MSDHS Public Safety Act, and CCSO personnel will follow CCSO General Orders and Standard Operating Procedures in the delivery of such services.
3. In addition to the twelve (12) SROs listed in paragraph 2 above, CCSO shall provide one (1) Lieutenant, two (2) Sergeants, one (1) Investigator to oversee and investigate cases for the Juvenile Crime Unit, two (2) relief SROs, and one (1) Training Deputy.

4. Each school at which an SRO is assigned shall provide to the SRO an office with telephone service, computer access, and adequate furnishings to perform their services, including administrative and investigative duties.

5. CCSO and the School Board shall work cooperatively with each other and with other governmental and law enforcement agencies to ensure that appropriate and effective services are provided to the School Board. This includes coordinated efforts to achieve early intervention goals, appropriate training and other objectives of the MSDHS Public Safety Act.

6. The BCC agrees to accept receipt of the sums referenced in paragraph one (1) above for the benefit and use of CCSO. Following receipt, the BCC, through its comptroller, and to the extent permitted by law, shall release to CCSO the funds as received. In the event a dispute arises between the School Board and CCSO regarding the terms herein, or if receipt from the School Board or payment to CCSO is unauthorized by law, the BCC may unilaterally withdraw from this Agreement upon written notice to the School Board and CCSO. If the School Board or CCSO at any time disputes the other's entitlement to funds in its possession, the BCC may, in its sole discretion, interplead the School Board and CCSO to adjudicate such entitlement. The BCC shall have no obligation to provide funding to CCSO hereunder from its own resources for the term of this Agreement, nor shall it have any obligation or authority to enforce the obligations and promises of the School Board or CCSO as set forth herein, and the School Board and CCSO specifically hold the BCC harmless in this regard.

7. CCSO shall maintain records concerning the performance of services provided by its Officers and other personnel. This will include data such as the number and types of calls for service. In accordance with the *Law Enforcement Officers Bill of Rights*, Chapter 112, Fla. Stat., complaints against CCSO Officers shall be referred to and appropriately addressed by CCSO.

8. The School Board shall provide to CCSO notice of any known projected changes to the staffing levels defined in paragraphs 2 and 3 above no later than 90 days prior to the date of the projected change. Further, the School Board shall provide to CCSO notice no later than March 31, 2019 of the discontinuation of SROs at any of the aforementioned schools.

9. This Agreement is entered into and governed by the *Florida Interlocal Cooperation Act of 1969*, section 163.01, Fla. Stat., and all applicable portions of the same are hereby incorporated by reference.

10. Subject to and within the limitations of sections 163.01 and 768.28, Fla. Stat., CCSO agrees to indemnify and hold harmless the School Board from and against any and all loss, damage, or liability which arises as a result of the negligent or intentional acts of CCSO personnel which occur in connection with the services contemplated by this Agreement.

11. This Agreement shall become effective upon the date it is fully executed by all the Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the date(s) hereinafter indicated.

\_\_\_\_\_  
DARRYL DANIELS  
Sheriff of Clay County, Florida

\_\_\_\_\_  
Date

\_\_\_\_\_  
CAROL STUDDARD, Chair  
School Board of Clay County, Florida

\_\_\_\_\_  
Date

\_\_\_\_\_  
ADDISON G. DAVIS, Superintendent  
Clay County District Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
GAVIN ROLLINS, Chair  
Clay County Board of County Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
S.C. Kopelousos, County Manager and  
Clerk of the Clay County Board of County  
Commissioners

\_\_\_\_\_  
Date