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## SCHOOL SAFETY INTERLOCAL AGREEMENT AMONG THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AND THE CLAY COUNTY SHERIFF'S OFFICE

This School Safety Interlocal Agreement ("Agreement") is made among and executed 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 providing for the assignment of CCSO deputies to serve as School Resource Officers ("SROs") at certain public schools within Clay County District Schools ("District") in exchange for the District's payment of sums to the BCC for the benefit of CCSO; and

**WHEREAS**, the Parties are currently performing and subject to the terms and conditions of 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**, the tragic massacre of students and staff by a gunman at Marjory Stoneman Douglas High School in 2018 led to the prompt enactment of Florida's Marjory Stoneman Douglas High School Public Safety Act, Ch. 2018-3, Laws of Florida ("the Act"), which 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 such requirement of the Act, codified in part under section 1006.12 of the Florida Statutes (2018), requires 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 of three options; and

**WHEREAS**, an expanded SRO program presents the most reasonable option for the District, but the state funding committed to the District for such a program is substantially insufficient; and

**WHEREAS**, the School Board and Superintendent – in collaboration with the BCC, the CCSO, and numerous other community stakeholders – have collectively explored avenues by which funding could be generated to meet the mandates of the Act without compromising the level of services provided by and required of each of the Parties; and

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**WHEREAS**, the capital and operational costs needed to provide for an expanded SRO program – to include the assignment of one (1) CCSO deputy sheriff to serve as an SRO at each District school within the District through September 30, 2019 – are estimated to total \$10.1 million dollars; and

**WHEREAS**, the BCC has committed \$2.9 million dollars toward the establishment and operation of such an expanded SRO program, leaving a balance of \$7.1 million dollars to be funded by the District; and

**WHEREAS**, upon its receipt of state-allocated “safe school funds” on or about July 1, 2018, the District will have \$1.6 million dollars to commit to the expanded SRO program for services rendered through September 30, 2018; and

**WHEREAS**, the School Board adopted a Resolution on May 3, 2018, calling for a referendum to be placed on the August 2018 primary ballot for voters to decide upon an additional one (1) mill of ad valorem millage tax to cover operating expenses necessary to meet the school safety requirements of the Act and sustain the District’s delivery of high-quality services; and

**WHEREAS**, absent the proceeds of an additional one (1) mill of ad valorem millage tax, the School Board is currently unable to identify or commit any other funding sources needed for the expanded SRO program beyond September 30, 2018.

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

1. Upon full execution of this Agreement, the Parties’ 2017-18 Articulation Agreement shall be deemed terminated and rendered void without penalty or any further obligations of any party. Otherwise, the 2017-18 Articulation Agreement will remain in full force and effect through September 30, 2018.

2. The School Board shall pay to the BCC, for the benefit and use of the CCSO the sum of \$1.6 million dollars in exchange for services provided to the School Board by the CCSO as specified below from the date upon which this Agreement is executed through September 30, 2018. Payment shall be made in three equal monthly installments beginning July 30, 2018, and ending September 30, 2018, upon receipt of a monthly detail invoice submitted by the CCSO to the School Board.

3. **Pending and contingent upon:** (a) voter approval of an additional one (1) mill of school millage tax per referendum to be placed on the August 2018 primary election ballot, or (b) the District’s identification and receipt of other available funding sources currently unknown to the District, the School Board shall pay to the BCC, for the benefit and use of the CCSO, the sum of **\$5.6** million dollars in exchange for services provided to the School Board by the CCSO as specified below from October 1, 2018 through September 30, 2019. Payment shall be made in equal monthly installments beginning October 30, 2018, and ending September 30, 2019, upon



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receipt of a monthly detail invoice submitted by the CCSO to the School Board. For purposes of this paragraph, it is understood and agreed upon by the Parties that the School Board shall be the final authority as to what constitutes "available funding sources" as that term is herein stated. Should termination of this Agreement occur due to the lack of available funding sources, such action will not constitute or be treated as a default of the Agreement by the School Board.

4. Included under this Agreement shall be CCSO's assignment of at least one (1) full-time SRO/deputy sheriff per site to provide law enforcement and education services at each District school. CCSO personnel shall follow CCSO *General Orders and Standard Operating Procedures* in the delivery of such services.

5. Each school at which a deputy sheriff is assigned shall provide to the deputy sheriff an office with telephone and internet service, computer access, and adequate furnishings to adequately perform the services contemplated under this Agreement and the Marjory Stoneman Douglas High School Public Safety Act, including all associated administrative and investigative duties.

6. The CCSO and the School Board shall work cooperatively with other law enforcement agencies to ensure that appropriate and effective services are provided to the District. They shall also coordinate efforts toward the achievement of early intervention goals and strategies.

7. The BCC agrees to accept receipt of the sums referenced in paragraphs two (2) and three (3) above for the benefit and use of the CCSO. Following receipt, the BCC, through its comptroller, and to the extent permitted by law, shall release to the CCSO the funds as received. In the event a dispute arises between the School Board and the CCSO regarding the terms herein, or if receipt from the School Board or payment to the CCSO is unauthorized by law, the BCC may unilaterally withdraw from this Agreement upon written notice to the School Board and the CCSO. If the School Board or the CCSO at any time disputes either party's entitlement to funds in the possession of the BCC, the BCC may, at its sole discretion, inter-plead the School Board and the CCSO to adjudicate such entitlement. The BCC shall have no obligation to provide funding to the CCSO hereunder from its own resources for the terms of this Agreement, nor shall it have any obligation or authority to enforce the obligations and promises of the School Board and the CCSO hereunder, and the School Board and the CCSO specifically hold the BCC harmless in this regard.

8. The CCSO shall maintain records concerning the performance of services provided by its personnel under this Agreement. This will include data such as the number and types of calls for service. In accordance with Chapter 112, Part VI of the Florida Statutes (the "*Law Enforcement Officer's Bill of Rights*"), any complaint against a deputy sheriff will be referred to the CCSO for its handling and resolution.

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9. This Agreement is entered into pursuant to the provisions of section 163.01 of the Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969," applicable portions of which are hereby incorporated by reference.

10. Subject to and within the limitations of the sections 163.01 and 768.28 of the Florida Statutes, the 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 may be terminated by:

- (i) any party without cause upon delivery of written notice of intent to terminate the Agreement provided to every other party not less than thirty (30) days prior to the effective date of such termination; or
- (ii) written agreement executed by all Parties.

12. 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 DAVIS  
Superintendent of Schools  
School Board of Clay County, Florida

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**DRAFT**

\_\_\_\_\_  
EX-OFFICIO, Clerk to the Clay County  
Board of County Commissioners

\_\_\_\_\_  
Date



**CLAY COUNTY**  
**AGREEMENT/CONTRACT # 2017/2018-84**

**SAFETY AND EDUCATION ARTICULATION AGREEMENT  
BETWEEN  
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA,  
THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA,  
AND  
THE CLAY COUNTY SHERIFF'S OFFICE  
2017-2018**

This Agreement is made among and executed by the SCHOOL BOARD OF CLAY COUNTY, FLORIDA ("BOARD"), the BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA ("BCC"), and the CLAY COUNTY SHERIFF'S OFFICE ("CCSO") (collectively, "the Parties").

**WHEREAS**, the CCSO has provided and can continue to provide to the BOARD assistance in maintaining safe schools and certain educational resource services; and

**WHEREAS**, the BOARD desires to provide funding through the BCC to the CCSO in exchange for such assistance and services.

**NOW, THEREFORE, IN CONSIDERATION** of the foregoing and the mutual promises and obligations stated herein, the Parties hereby agree as follows:

1. The BOARD shall pay to the BCC, for the benefit and use of the CCSO, the sum of \$530,500.00 upon approval of this Agreement by all Parties in exchange for certain services provided to the BOARD by the CCSO as specified below during the period of October 1, 2017 through September 30, 2018. Payment shall be made in twelve (12) equal installments after execution of this Agreement and upon receipt of a monthly detail invoice submitted by the CCSO to the BOARD.
2. This Agreement provides for one lieutenant, two sergeants, eight School Resource Officers/deputy sheriffs (SROs) and one investigator to oversee and investigate cases for the Youth Resources Unit.
3. Included under this Agreement shall be CCSO's assignment of a School Resource Officer/deputy sheriff (SRO) per site to provide law enforcement and education 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. CCSO personnel will follow CCSO General Orders and Standard Operating Procedures in the delivery of such services.
4. Each school at which a SRO deputy sheriff from the Youth Resources Unit is assigned shall provide the SRO deputy sheriff an office with telephone service, computer access, and adequate furnishings to perform their services, including administrative and investigative duties.

5. The CCSO and the BOARD shall work cooperatively with other law enforcement agencies to ensure that appropriate and effective services are provided to the BOARD. They shall also coordinate efforts toward the achievement of early intervention goals and strategies.

6. The BCC agrees to accept receipt of the sums referenced in paragraph one (1) above for the benefit and use of the CCSO. Following receipt, the BCC, through its comptroller, and to the extent permitted by law, shall release to the CCSO the funds as received or deposit 50% into the Fund 102 Fine & Forfeiture and 50% into the Fund 140 Sheriff MSTU. In the event a dispute arises between the BOARD and the CCSO regarding the terms herein, or if receipt from the BOARD or payment to the CCSO is unauthorized by law, the BCC may unilaterally withdraw from this Agreement upon written notice to the BOARD and the CCSO. If the BOARD or the CCSO at any time disputes the entitlement of the other to funds in the possession of the BCC, the BCC may, in its sole discretion, inter-plead the BOARD and the CCSO to adjudicate such entitlement. The BCC shall have no obligation to provide funding to the CCSO hereunder from its own resources for the terms of this Agreement, nor shall it have any obligation or authority to enforce the obligations and promises of the BOARD and the CCSO hereunder, and the BOARD and the CCSO specifically hold the BCC harmless in this regard.

7. The CCSO shall maintain records concerning the performance of services provided by SRO deputy sheriffs. This will include data such as the number and types of calls for service. In accordance with Chapter 112, Part VI, *Florida Statutes*, (Law Enforcement Officer's Bill of Rights), any complaint against a deputy sheriff will be referred to the Clay County Sheriff's Office.

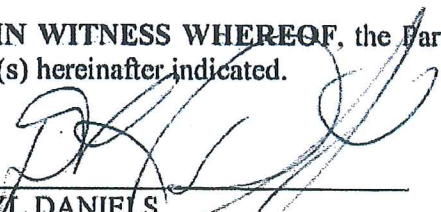
8. This Agreement is entered into pursuant to the provisions of Section 163.01, *Florida Statutes*, commonly known as the "Florida Interlocal Cooperation Act of 1969" (the Act), and all applicable portions of the Act are hereby incorporated by reference.

9. Subject to and within the limitations of the sections 163.01 and 768.28, *Florida Statutes*, the CCSO agrees to indemnify and hold harmless the 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.


10. 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

3-19-18  
Date

  
CAROL STUDDARD, Chair  
School Board of Clay County, Florida


04/05/2018  
Date

  
ADDISON DAVIS  
Superintendent of Schools  
School Board of Clay County, Florida

4/5/18  
Date

  
GAVIN ROLLINS, Chair  
Clay County Board of County Commissioners

4/10/18  
Date

  
EX-OFFICIO, Clerk to the Clay County  
Board of County Commissioners

4/10/18  
Date