

Clay County Agreement/Contract No. 2023/2024-_____

**INTERLOCAL AGREEMENT BETWEEN
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

and

THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA,

RE: FUNDING FOR SCHOOL RESOURCE OFFICERS (July 1, 2024 – June 30, 2027)

This Interlocal Agreement is made and entered into as of the ___ day of June, 2024, by and between The School Board of Clay County, Florida, a body corporate and political subdivision of the State of Florida (“School Board”) and The Board of County Commissioners of Clay County, Florida, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, Chapter 163, *Florida Statutes*, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, in the past, the Parties had entered into annual “Safety and Education Articulation Agreements” whereby the Clay County Sheriff’s Office (CCSO) assigned CCSO Officers 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 County for the benefit of the CCSO; and

WHEREAS, in 2018, the Florida Legislature enacted the Marjory Stoneman Douglas High School Public Safety Act, Ch. 2018-3, Laws of Florida (“MSDHS Public Safety 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, in order to provide funding for the costs to comply with the MSDHS Public Safety Act, the School District had placed on the August 2018 ballot a referendum requesting an additional one mill of school district ad valorem millage tax, beginning July 1, 2019 and ending June 30, 2023, to enhance the safety and security of students and staff; and

WHEREAS, the referendum was approved by Clay County voters and the one mill increase was implemented; and

WHEREAS, the School Board determined at that time to form the Clay County District Schools Police Department (CCDSPD) to comply with the requirements of the MSDHS Public Safety Act for School Resource Officers, such that the CCSO was no longer utilized for such services; and

WHEREAS, in November 2022, a request to continue the additional one mill ad valorem tax from July 1, 2023 to June 30, 2027, was presented to the voters and it was likewise approved; and

WHEREAS, the School Board recently determined to transition back to utilizing the CCSO for the provision of School Resource Officers at the commencement of the 2024 – 2025 school year in order to meet the requirements of the MSDHS Public Safety Act; and

WHEREAS, to assist with the transition between the CCDSPD and the CCSO, in February 2024, the School Board and the County entered into a funding agreement for the transition period of March 1, 2024 to August 30, 2024, identified as Clay County Agreement/Contract No. 2023/2024 – 117; and

WHEREAS, a funding agreement between the School Board and the County for the recurring annual costs for services starting with the school year of July 1, 2024 to June 30, 2025 and thereafter is necessary; and

WHEREAS, additionally, separate and apart from the agreements with the County, the School Board will enter into agreements with the CCSO for the transfer of certain CCDSPD assets to the CCSO as well as an operational agreement; and

WHEREAS, the parties wish to set forth terms for the School Board's payment of sums to the County for the benefit of the CCSO during the school year of July 1, 2024 to June 30, 2025 and thereafter.

NOW THEREFORE in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised, and agreed by the parties hereto as follows:

1. Florida Interlocal Cooperation Act. 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", and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth in full, including, but not limited to the following specific provisions:

a. All of the privileges and immunities and limitations from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of the parties hereto when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Agreement.

b. This Agreement does not and shall not be deemed to relieve any of the parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or

responsibilities by one or more of the parties to this Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

c. As a condition precedent to its effectiveness, and pursuant to Section 163.01(11), *Florida Statutes*, this Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of the County.

2. The School Board understands and acknowledges that the School Board shall be responsible to provide all funding necessary to cover all the expenses to be incurred by the CCSO in providing School Resource Officers as detailed in the Operational Interlocal Agreement (OILA) dated June 6, 2024 between the School Board and the Sheriff, for the 2024 – 2025 school year and thereafter as provided in this Agreement or in any renewal hereto.

3. This Agreement shall commence on July 1, 2024 and shall remain in full force and effect for a period of three (3) years until June 30, 2027. This Agreement may be renewed for additional one year terms upon mutual signed, written agreement of both parties, unless notice of non-renewal is given by either party, in writing, prior to April 1, 2027 of the initial term or April 1st of any succeeding term.

4. Payment for expenses incurred by the CCSO shall be as follows:

- a. The expenses to be incurred by the CCSO during the period of July 1, 2024 through June 30, 2025, are budgeted to be approximately \$6.8 million and are more particularly depicted in Exhibit A attached hereto (the “24-25 Budget”). On or before July 5, 2024, the School Board shall pay to the County, for the benefit and use of the CCSO, one-sixth (two-twelfth) of the 24-25 Budget and then on or before the 5th day of each month thereafter, commencing with August 5 and continuing to May 5, shall pay to the County, for the benefit and use of the CCSO, one-twelfth of the 24-25 Budget.
- b. For each school fiscal year thereafter, the amount budgeted by the CCSO for expenses shall be provided to the School Board by the CCSO on or before May 1 of each year during the term of this Agreement and become the budget depicted in Exhibit A (the “New Fiscal Year Budget”). Commencing with payment on or before July 5 of each year, the School Board shall pay to the County, for the benefit and use of the CCSO, one-sixth (two-twelfth) of the New Fiscal Year Budget and then on or before the 5th day of each month thereafter, commencing with August 5 and continuing to May 5, shall pay to the County, for the benefit and use of the CCSO, one-twelfth of the New Fiscal Year Budget.
- c. If a New Fiscal Year Budget includes any capital expenses, commencing with the July 5 payment of each year, the School Board shall pay to the County, for the benefit and use of the CCSO, one-half of the budgeted capital expense included in the New Fiscal Year Budget and then on or before the August 5 payment shall pay to the County, for the benefit and use of the CCSO, the second one-half of the budgeted capital expense.

- d. Upon termination of this Agreement, whether due to the expiration and non-renewal of the initial term or of a renewal term, the last payment due will be the May 5th payment, subject to any excess payments that may be due in accordance with Paragraph 5 below. For an illustration of the payment schedule, see attached Exhibit B.

5. The County agrees to accept receipt of the sums referenced in paragraph four (4) above for the benefit and use of the CCSO. Following receipt from the CCSO of a draw request for its monthly expenses, the County, through its Comptroller, and to the extent permitted by law, shall release to the CCSO the funds requested. If a draw request from the CCSO for monthly expenses exceeds the amount paid by the School Board, the School Board, upon receipt of documentation substantiating the monthly expenses, shall be responsible for advancing additional funds to cover the expenses within ten (10) days of receiving notice from the County of such need.

6. In the event a dispute arises between the School Board and the CCSO regarding the expenses and payment therefor, or if receipt from the School Board or payment to CCSO is unauthorized by law, the County may unilaterally terminate this Agreement upon 90 days written notice to the School Board and CCSO. During such 90 days, up to and including the date of termination, the School Board shall continue to comply with its obligations hereunder.

7. If the School Board or the CCSO at any time disputes the other's entitlement to funds in the County's possession, the County may, in its sole discretion, inter-plead the School Board and the CCSO to adjudicate such entitlement. The County shall have no obligation to provide funding to, or on behalf of, the School Board or the CCSO hereunder from its own resources for the term of this Agreement or any renewal.

8. The County shall provide to the School Board detailed records of expenditures and payments obtained from the CCSO related to the expenses as required for financial audits. If a review of the records and documentation discloses that a payment was not spent on expenses necessary for the CCSO to provide School Resource Officers, any remaining sums will be returned to the School Board upon reversion from CCSO.

9. Liability and Indemnification.

Each party agrees that it shall be solely responsible for the negligence, willful misconduct, or wrongful acts of its directors, officers, employees, representatives, agents, and volunteers. Notwithstanding anything stated to the contrary in the Agreement, nothing contained herein is intended to serve as a waiver of either parties' sovereign immunity protections nor does it extend the parties' liability beyond the limits established in Section 768.28, *Florida Statutes*. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

10. Public Records and Audit.

- a. 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*), and other applicable State or Federal law. The parties shall comply with all requirements of Chapter 119, *Florida Statutes*, 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 either the School Board or to the County.

b. The parties shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement terminates. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, *Florida Statutes*. Each Party to this Agreement, upon written reasonable notice, shall have the right to audit and inspect any records of the other party relating to this Agreement to ensure compliance with the terms of this Agreement.

IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE SCHOOL BOARD’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

11. Notice. Any notice required or desired to be given hereunder, or any items required or desired to be delivered hereunder, may be served or delivered personally or by certified mail, return receipt requested, postage prepaid, or by any reliable and nationally recognized overnight delivery service, addressed as follows:

To School Board:

The School Board of Clay
County, Florida
900 Walnut Street
Green Cove Springs, Florida 32043
Attention: Superintendent of Schools

To County:

Clay County
477 Houston Street
Post Office Box 1366
Green Cove Springs, Florida 32043
Attention: County Manager

Notice may also be delivered to such other address as the party to be served may direct by written notice to the other party. If such notice is sent or delivery is made by registered or certified mail, such notice or delivery shall be deemed as served, made, and effective seventy-two (72) hours after posting.

12. Amendment. The Agreement may only be modified or amended upon mutual written agreement of the County and the School Board. No oral agreements or representation shall be valid or binding upon either party.

13. Further Assurances. Each party agrees that it will execute and deliver to the other promptly upon demand any and all documents or other instruments and take such other action as is necessary to give effect to the terms and intent of this Agreement.

14. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

15. Attorneys' Fees. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend either party's liability beyond the limits established in Section 768.28, *Florida Statutes*.

16. Waiver. No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

17. Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein. In no event shall the either party or its assigns have any cause of actions against the officers or employees of the other party, or against any elected official of either party based upon or materially related to any finding by any court that any or all provisions of this instrument violate Florida law.

18. Counterparts. The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

19. Entire Agreement. It is mutually acknowledged and agreed by the parties hereto that this Agreement contains the entire agreement between the County and the School Board with respect to the subject matter of this Agreement, and that there are no verbal agreements, representations, warranties, or other understandings affecting the same.

20. Authority. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

**CLAY COUNTY, a political subdivision
of the State of Florida**

By: _____
Jim Renninger, Chairman

ATTEST:

TARA S. GREEN
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

**THE SCHOOL BOARD OF CLAY
COUNTY, FLORIDA**

By: _____
_____, Chairperson

ATTEST:

DAVID S. BROSKIE
Superintendent of Schools

EXHIBIT A
(24-25 Budget)



Clay County Sheriff's Office
School Safety
Final Budget Request to School Board
FY2024-2025 (July - June)

| Account Description | Budget Request |
|----------------------------------|-----------------------|
| Personel Budget | |
| Salaries | \$3,630,092.33 |
| Overtime Salaries | \$65,000.00 |
| FICA | \$277,702.06 |
| Retirement | \$1,183,575.36 |
| Benefits | \$647,894.80 |
| Workers Compensation | \$51,682.86 |
| Subtotal | \$5,855,947.42 |
| Operating Budget | |
| Training & Education | \$85,450.00 |
| License, Renewal /Communications | \$95,119.78 |
| Uniforms | \$38,398.49 |
| Auto / Liability Insurance | \$107,216.94 |
| Repair & Maintenance Vehicles | \$77,860.00 |
| Motor Fuel & Lubricants | \$35,000.00 |
| Operating Expenses | \$481,696.00 |
| Subtotal | \$920,741.21 |
| Capital Budget | |
| IT Equipment | \$0.00 |
| Office Furniture | \$0.00 |
| Office Equipment | \$0.00 |
| Automobiles | \$0.00 |
| Other Equipment | \$0.00 |
| Subtotal | \$0.00 |
| Grand Total | \$6,776,688.63 |
| | \$0.00 |

EXHIBIT B
(Payment Schedule Illustration)

| | | | |
|---------------------------|--|-----------------|----------------|
| 2024-2025 Budget | | \$ 6,776,688.63 | |
| | | Payment Amount | Balance |
| On or before July 5, 2024 | 1/6 (2/12) Payment* | \$1,129,448.11 | \$5,647,240.53 |
| August 5, 2024 | 1/12 Payment* | \$564,724.05 | \$5,082,516.48 |
| September 5, 2024 | 1/12 Payment* | \$564,724.05 | \$4,517,792.43 |
| October 5, 2024 | 1/12 Payment* | \$564,724.05 | \$3,953,068.38 |
| November 5, 2024 | 1/12 Payment* | \$564,724.05 | \$3,388,344.33 |
| December 5, 2024 | 1/12 Payment* | \$564,724.05 | \$2,823,620.28 |
| January 5, 2025 | 1/12 Payment* | \$564,724.05 | \$2,258,896.23 |
| February 5, 2025 | 1/12 Payment* | \$564,724.05 | \$1,694,172.18 |
| March 5, 2025 | 1/12 Payment* | \$564,724.05 | \$1,129,448.13 |
| April 5, 2025 | 1/12 Payment* | \$564,724.05 | \$564,724.08 |
| May 5, 2025 | 1/12 payment* | \$564,724.08 | \$ (0.00) |
| | | | |
| On or before May 1, 2025 | CCSO to provide School Board 2025-2026 Budget Amount | | |
| July 5, 2025 | 1/6 (2/12) Payment**^ | | |
| August 5, 2025 | 1/12 Payment**^ | | |
| September 5, 2025 | 1/12 Payment* | | |
| October 5, 2025 | 1/12 Payment* | | |
| November 5, 2025 | 1/12 Payment* | | |
| December 5, 2025 | 1/12 Payment* | | |
| January 5, 2026 | 1/12 Payment* | | |
| February 5, 2026 | 1/12 Payment* | | |
| March 5, 2026 | 1/12 Payment* | | |
| April 5, 2026 | 1/12 Payment* | | |
| May 5, 2026 | 1/12 payment* | | |
| | | | |
| On or before May 1, 2026 | CCSO to provide School Board 2026-2027 Budget Amount | | |
| July 5, 2026 | 1/6 (2/12) Payment**^ | | |
| August 5, 2026 | 1/12 Payment**^ | | |
| September 5, 2026 | 1/12 Payment* | | |
| October 5, 2026 | 1/12 Payment* | | |
| November 5, 2026 | 1/12 Payment* | | |
| December 5, 2026 | 1/12 Payment* | | |
| January 5, 2027 | 1/12 Payment* | | |
| February 5, 2027 | 1/12 Payment* | | |
| March 5, 2027 | 1/12 Payment* | | |
| April 5, 2027 | 1/12 Payment* | | |
| May 5, 2027 | 1/12 payment* | | |

*As set forth in Paragraph 5 of the Agreement, if a draw request from the CCSO for monthly expenses exceeds the amount paid by the School Board, the School Board, upon receipt of documentation substantiating the monthly expenses, shall be responsible for advancing additional funds to cover the expenses within then (10) days of receiving notice from the County of such need.

^If the New Fiscal Year Budget provides for capital expenses, ½ of such budgeted amount shall be paid with the July 5 payment and the remaining ½ shall be paid with the August 5 payment.

If no renewal and expiration of the Agreement, then no further payments due unless adjusted budget amount exceeded and notice of additional payment provided as set forth in Paragraph 5 of the Agreement.

If renewal of the Agreement for an additional one (1) year term,

| | |
|--------------------------|--|
| On or before May 1, 2027 | CCSO to provide School Board 2027-2028 Budget Amount |
| July 5, 2027 | 1/6 (2/12) Payment**^ |
| August 5, 2027 | 1/12 Payment**^ |
| September 5, 2027 | 1/12 Payment* |
| October 5, 2027 | 1/12 Payment* |
| November 5, 2027 | 1/12 Payment* |
| December 5, 2027 | 1/12 Payment* |
| January 5, 2028 | 1/12 Payment* |
| February 5, 2028 | 1/12 Payment* |
| March 5, 2028 | 1/12 Payment* |
| April 5, 2028 | 1/12 Payment* |
| May 5, 2028 | 1/12 payment* |

*As set forth in Paragraph 5 of the Agreement, if a draw request from the CCSO for monthly expenses exceeds the amount paid by the School Board, the School Board, upon receipt of documentation substantiating the monthly expenses, shall be responsible for advancing additional funds to cover the expenses within then (10) days of receiving notice from the County of such need.

^If the New Fiscal Year Budget provides for capital expenses, 1/2 of such budgeted amount shall be paid with the July 5 payment and the remaining 1/2 shall be paid with the August 5 payment.

Any further renewals of the Agreement shall follow the payment schedule set forth immediately above.