

**THE SCHOOL SAFETY PROGRAM AGREEMENT BETWEEN THE SCHOOL BOARD OF SUMTER COUNTY, FLORIDA, THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA AND THE SUMTER COUNTY SHERIFF'S OFFICE**

This School Safety Program Agreement (the Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the School Board of Sumter County, Florida (School Board), the Sumter County Sheriff's Office (Sheriff), and the Board of County Commissioners of Sumter County (BOCC), Florida.

**WHEREAS**, any prior agreements between the above parties regarding School Resource Officers (SRO) are null and void effective September 30, 2023, and

**WHEREAS**, Marjory Stoneman Douglas High School Public Safety Act (hereinafter referred to as "Act) increases the need for greater vigilance in the providing of school safety, and

**WHEREAS**, the Act requires the State of Florida to provide non-recurring and recurring funds to the Florida Department of Education to include but not limited to the funding of SROs provided by the Sheriff, and

**NOW, THEREFORE**, the parties, in consideration of good and valuable consideration, and in consideration of the obligations of the parties set forth herein, and the parties intending to be legally bound by the terms of the Agreement, stipulate and agree as follows:

1. Recitals. Each of the Whereas clauses and Recitals set forth above is true and accurate in all material aspects, and are adopted and incorporated herein, *in haec verba*;
2. Rights and Duties of Sheriff. The Sheriff shall assign Deputies to provide School Resource Officer services at the locations set by the School Board depicted in Exhibit "A". The Deputies Sheriff assigned the duties of School Resource Officer (hereinafter referred to as "SRO") and services contemplated in the Act and approved by Sheriff shall be referred to as SRO services. The attire for the SROs shall be their full Sumter County Sheriff's Office uniform at all times in the performance of the duties contemplated by this agreement. Any Reassignment, Resignation, Dismissal, or Long-Term Absence of an SRO shall require the Sheriff

to provide a temporary replacement of any such SRO until a replacement SRO is hired, trained, and certified as an SRO. The Sheriff, with coordination with the School Board, schedule and deliver training to School Board designated personnel to act as School Safety Officers and Guardians.

3. Required SRO services to meet the ACT:

a. An allotment of 15,236 hours of SRO time is assigned to this Agreement.

i. The School Board sets the number and regular duty hours of SROs for the locations noted in Exhibit "A".

b. SRO Responsibilities

i. SROs shall assist the School Board in exercises, drills, school safety planning, training, crime prevention, threat assessment teams, referrals to other agencies, law enforcement interviews with students according to school policies, and the duties of a Deputy Sheriff.

c. Appointment as SRO

i. The Sheriff shall select SROs based on the Act to include by not limited to:

1. Each SRO shall be a State Certified Law Enforcement Officer and meet any other training certifications required for this position by the Act.

2. Each SRO shall have the ability to deal effectively with students. Consideration of the age and socio-economic, cultural, and racial composition of the students of the particular school should be part of this evaluation.

3. Each SRO shall have the ability to reflect positively on the entire law enforcement community. A goal of each SRO shall be to foster a positive image of law enforcement officers among young people; therefore, the personality, grooming, and communication skills of each SRO are paramount. Each SRO shall have a genuine desire to want to work with the faculty and students at the school assigned as well as genuine care for their safety.

4. Each SRO shall have the ability to provide instruction with a communication skill for maximum effectiveness and accuracy.

5. Each SRO will contact the Sheriff's Office Law Enforcement Dispatch Center by radio when they arrive and depart from

their assigned locations in Exhibit "A". This will be for the purposes of tracking the hours of service for billing, as noted in Section 5 of this agreement.

#### 4. School Board Responsibilities

- a. The School Board shall set the hours of service for each SRO per location listed in Exhibit "A" to comply with the ACT.
- b. The School Board shall, to the extent possible, provide the SROs:
  - i. Access to an air-conditioned and properly lighted private office, which office shall contain a telephone for general purpose use.
  - ii. A location for files and records, which can be properly locked and secured.
  - III. A desk with drawers, a chair, worktable, filing cabinet, and office supplies
  - iv. Access to a computer/printer and internet service
  - v. A personalized School Board email address and access to student records and the student database for official use as an SRO.
- c. The School Board shall have the right to remove an SRO, and Sheriff shall provide a replacement in accordance with Section 2 of this Agreement.
- d. The School Board shall remit monthly payments to BOCC for the costs associated with the Agreement within thirty (30)-days of receipt of the BOCC invoice.
- e. In compliance with the School Environmental Safety Incident Report (SESIR), the School Board shall ensure that any threat posed to school safety, occurring whenever and wherever students or adults are within the boundaries of the School Board property shall be reported to law enforcement by school personnel.
- f. In compliance with SESIR, the School Board shall ensure that school personnel consults with SROs concerning delinquency and crimes on School Board property.

5. BOCC Responsibilities

a. BOCC shall invoice School Board within fifteen (15)-days for the hours used prior in the prior month at the rate of \$38.37 per hour for the allotment of 15,236 hours from October 1, 2023, through September 30, 2024. Any hours used beyond the allotment for each year of this Agreement shall be billed at a rate of \$76.74 per hour.

b. The SRO position of Sergeant is funded fully by the BOCC; and therefore, exclusive of the hours allotted to the School Board and not billable to the School Board. The Sergeant provides oversight of the SROs and acts as the Sheriff's liaison with the School Board for the SRO services provided under this Agreement.

6. Termination of the Agreement. Any of the Parties, upon at least sixty (60)-days written notice to each other party, may terminate this Agreement, provided no such termination causes a party to violate the Act or the reimbursement to the BOCC for such provision of services by the Sheriff under the Act.

7. Miscellaneous. The Parties acknowledge and agree that the SROs shall remain employees of the Sheriff and are not employees of the School Board or BOCC. The Parties further acknowledge and agree that the SROs are under the direct supervision of the Sheriff and remain responsive to the chain of command of the Sheriff.

8. Modification. This Agreement constitutes the full understanding of the parties, and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by the Parties to be charged.

9. Non-Assignment. This Agreement, and each and every covenant herein, shall not be capable of assignment by any of the Parties hereto, unless the express written consent of the School Board, Sheriff and BOCC is obtained.

10. Florida Public Records Law. All Parties, at all times, shall comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules, and regulations of the State of Florida. **IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell, Road, Wildwood, Florida 34785 or vial email at [Administrative.Services@sumtercountyfl.gov](mailto:Administrative.Services@sumtercountyfl.gov)**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed by their duly authorized officers.

Signed, Sealed and Delivered

In the Presence of:

The School Board of Sumter County, Florida

By: \_\_\_\_\_

Richard A. Shirley, Superintendent of School

Date: \_\_\_\_\_

The Sumter County Sheriff's Office

By: \_\_\_\_\_

William O. Farmer Jr. Sheriff

Date: \_\_\_\_\_

Sumter County of County Commissioners

\_\_\_\_\_

Deputy Clerk

By: \_\_\_\_\_

Craig A. Estep, Chairman

Date: \_\_\_\_\_

Exhibit "A"

Locations for SRO support for the School Board:

Bushnell Elementary School

Lake Panasoffkee Elementary School

Webster Elementary School

Wildwood Elementary School

South Sumter Middle School

Wildwood Middle School

Wildwood High School

South Sumter High School

Sumter P.R.E.P. Academy