

SCHOOL RESOURCE OFFICER AGREEMENT
BETWEEN
THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA
AND
THE CITRUS COUNTY SHERIFF'S OFFICE
AND
CITRUS COUNTY, FLORIDA
FOR THE 2018-2019 SCHOOL YEAR

THIS AGREEMENT is entered into by and between The School Board of Citrus County, Florida, a political subdivision of the State of Florida and a body of corporate pursuant to §1001.40, Florida Statutes (hereinafter referred to as "School Board" or "School District"); Mike Prendergast, as Sheriff of Citrus County, Florida, a County Constitutional Officer of the State of Florida, on behalf of that law enforcement agency commonly known as the Citrus County Sheriff's Office (hereinafter referred to as "Sheriff"); and Citrus County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter "County"); (collectively the "Parties").

WITNESSETH:

WHEREAS, pursuant to Section 1006.12, *Fla. Stat.*, each district school board and school district superintendent is required to partner with a law enforcement agency to establish or assign one or more safe-school officers at each of the School District's school facilities ("school") starting with the 2018-2019 school year; and

WHEREAS, pursuant to Section 1006.12(1), *Fla. Stat.*, the School District is authorized to enter into a cooperative agreement with the Sheriff to provide school resource officers ("SROs") at each of its schools; and

WHEREAS, the School District and the Sheriff have a well-established and long-standing relationship to provide SROs at the School District's schools for the protection of school personnel, property, students and visitors; and

WHEREAS, SROs additionally have provided instruction on various law enforcement related topics to the students of the School and the Sheriff and School Board desire that SROs continue to provide this instruction; and

WHEREAS, the School Board and the Sheriff recognize the potential outstanding benefits of the SRO and the curriculum programs to the citizens of Citrus County, Florida, and particularly to the students of the School District of Citrus County, Florida; and

WHEREAS, this Agreement between the School Board and the Sheriff has previously been approved for concurrence by the Board of County Commissioners of Citrus County; and

WHEREAS, the Parties agree financial transparency is essential to ensure residents know and understand the use of funds; and

WHEREAS, the Parties wish to develop this contractual relationship with the Sheriff for law enforcement service and the County for assistance in funding; and

WHEREAS, the Parties wish to maximize funding opportunities (i.e. using impact fees to fund eligible capital costs for expanded services); and

WHEREAS, the Parties feel it is in the best interest of the School District, the Sheriff, and the citizens of Citrus County for the School District to enter into an agreement with the Sheriff to be the exclusive provider of an "SRO Program", under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **INCORPORATION OF RECITALS.** The forgoing recitals (WHEREAS CLAUSES) are true and correct and are incorporated herein by reference.

2. **TERM.** The term of this Agreement shall commence at 12:01 AM on the 1st day of July 2018 and end at midnight on the 30th day of June 2019.

3. **SCHOOL RESOURCE OFFICERS.**

A. Each SRO shall be a certified law enforcement officer, as defined in §943.10(1), *Fla. Stat.*, and shall be employed by the Sheriff.

B. Each SRO shall meet the qualifications of §1006.12 (1), *Fla. Stat.*

C. The Sheriff agrees to assign one or more SROs at each School District school facility as identified and listed on Exhibit "A" attached hereto and incorporated herein by this reference. The SROs shall be at each school during the school year beginning with the first scheduled day of school for students until the last scheduled day of school for students. An SRO shall be at each school facility each day that students are regularly assigned to be at the school, including summer school, except that during the July 2018 summer session, the Sheriff shall provide protection to keep schools safe and secure while complying with Florida law, and the school district agrees to provide the Sheriff the discretion to devise a plan that will do so without requiring a full-time SRO present at each campus from bell to bell. The number of SROs assigned herein shall be determined in the Sheriff's sole and absolute discretion. School assignments will be determined after consultation between the School District and the Sheriff, but the final determination for placement of SROs shall remain with the Sheriff so long as each school is assigned at least one SRO at the facilities identified in Exhibit "A" of this Agreement.

D. Additionally, the Sheriff shall provide three (3) full time Supervisors, with the rank of Sergeant or higher, to supervise the SRO program and to provide backup coverage to maintain the scope of coverage described in Paragraph 3 (a) above.

4. FINANCIAL MANAGEMENT.

The Parties agree that the total program cost of Two Million, Five Hundred Two Thousand, Three Hundred Thirty-Seven Dollars and Zero Cents (\$2,502,337.00) is an estimate for the School District FY 2018-2019 and the amount that will not be exceeded. Any excluded costs (i.e. administrative) are included in the Sheriff's law enforcement budget for the Sheriff's FY 2018/2019 Budget. Effective October 1, 2018 the Sheriff will account for the SRO costs, under this Agreement in a separate department / cost center. Any indirect cost allocations must meet Federal Office of Management and Budget standards and good accounting practices. The Parties agree to pay the Sheriff Two Million, Five Hundred Two Thousand, Three Hundred Thirty-Seven Dollars and Zero Cents (\$2,502,337.00) as follows:

A. The County agrees to pay the Sheriff One million, three hundred ninety-two thousand, two hundred fifty-seven dollars and zero cents (\$1,392,257.00). The Sheriff and the County agree that \$348,064.75 has been and/or will be paid as part of the County's Law Enforcement Budget for the Sheriff for the County's 2017/2018 Fiscal Year. The County will pay the balance of \$1,044,192.75 in nine (9) monthly installments for the period October 1, 2018 through June 30, 2019 to coincide with this Agreement as follows: eight monthly installments of \$116,021.42 and a ninth monthly installment of \$116,021.39. The County's monthly payments will begin October 1, 2018 and be payable on or before the last day of each month. The County will Budget \$348,064.75 in the FY 18/19 to coincide with the remainder of the County's 2018/2019 Fiscal year for July, August and September of 2019. The County is under no obligation to fund or distribute these funds for July, August and September of 2019 unless any subsequent agreement for services is entered into by parties for any periods beyond July 1, 2019.

B. The School District shall pay the Citrus County Board of County Commissioners, for the benefit of the Sheriff, One Million One Hundred Ten Thousand Eighty Dollars and Zero Cents (\$1,110,080.00) for the SRO Program. This amount represents one hundred percent (100%) of the Safe Schools Allocation

provided to the School District by the State of Florida for SRO services plus an additional non-designated Safe Schools Allocation. The School District acknowledges that the amounts set forth above do not cover the entire cost of the SRO Program. In addition, the School District shall provide the facilities and supplies set forth in Section 5, J.

C. The School District shall pay to the Citrus County Board of County Commissioners, as payment in full for services herein agreed to be performed by the Sheriff, the sum of One Million One Hundred Ten Thousand Eighty Dollars and Zero Cents (\$1,110,080.00), being paid in twelve (12) monthly installments as follows: 11 monthly installments of \$92,506.67 with the 12th monthly installment being in the amount of \$92,506.63. Monthly payments shall begin July 30, 2018 and be payable on or before the last day of each month. Upon receipt of each monthly payment from the School District, the County shall process and forward payment to the Sheriff without delay.

D. The Parties agree that any additional allocation from the State from SB 7026, or from any other source for School Resource Officers made to the Sheriff, the School District or the County shall be applied to reduce the County's and the School District's proportionate contribution under this Agreement. Any additional allocation received by any party shall be sent to the County for distribution as stated above. This paragraph does not apply to individual private donations to any of the Parties. The Parties agree to work cooperatively towards the application of any grants beneficial to any of the parties.

5. GENERAL OPERATION AND MANAGEMENT.

A. The School District and the Sheriff will work cooperatively regarding the SRO Program, including the interviewing and evaluation of SROs. School principals shall have the opportunity to provide evaluation of SROs in writing to the Sheriff.

B. School Contact Person. The School Districts Director of Risk Management shall be the primary School District contact for the SRO program. The Principal or their designee shall be the contact person at each school facility.

C. Overall Program Coordination and Oversight. The Sheriff will coordinate and oversee all aspects of the SRO program.

D. Supervision. The Sheriff shall assign the number of supervisors necessary, as determined in the Sheriff's sole and absolute discretion, to oversee the SRO program, subject to Paragraph 3, D. Any additional supervisors shall be at the Sheriff's sole cost and expense.

E. Off Campus Training. It is understood that in order to maintain the high standards of professionalism required of SROs, the regularly assigned SRO at a school may and will be off campus at various times to attend mandatory training. However, at no time will a school be without an SRO on campus during school hours while school is in session, except during the July 2018 summer session.

F. Resignation, Dismissal, or Reassignment. The Sheriff may dismiss or reassign an SRO based on violation of agency rules, regulations, or agency orders, or when it is in the best interest of the people of Citrus County. An SRO may be reassigned during this Agreement at the Sheriff's sole discretion, with input sought from the School District's Director of Risk Management and the principal of the affected school.

G. Reports.

1) The Sheriff shall forward any information or data related to significant criminal activity or other safety or security related issues to the School District's Director of Risk Management.

2) The School District's Director of Risk Management shall forward any information or data related to significant criminal activity or other safety or security related issues to the SRO supervisor.

3) The School Resource Unit will maintain a statistical database of activities, including but not limited to the hours worked and services performed by the SROs and the SRO Supervisors. This information will be kept year to date by the individual school SRO and SRO Supervisors. Information compiled in this report will be available to the individual school principal upon request. A report shall be provided monthly to the School District's Director Risk Management via e-mail.

4) The School Resource Unit will provide the Director of Risk Management a current School Resource Officer Assignment Roster and shall notify the Director of Risk Management of any changes to the Assignment Roster.

H. Regular Duty Hours of School Resource Officers. Each school shall be assigned an SRO on a full-time basis during those days that the school is in regular and summer session while students are in regular attendance. The SRO work day shall coincide with the start and stop work day hours of the instructional personnel at the school where the SRO is assigned. It is understood that all duties required herein will be performed during the SRO's regular duty. The SRO may be temporarily re-assigned by the Sheriff during school holidays and vacations, or during a law enforcement or school emergency. The SRO's hours may be altered to meet the needs of the Sheriff and SRO Program but at no time will a school be without an SRO on campus during school hours while school is in session, except during the July 2018 summer session.

I. Regular Duties of School Resource Officers.

1) The SRO is first and foremost a law enforcement officer. The SRO shall be available to, and work cooperatively with, the school's principal in providing technical assistance in situations involving possible violations of state and local laws or in any situation which the welfare and safety of students, and staff is threatened. The SROs shall conduct themselves as follows:

a. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the principal aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent the SRO may do so under the authority of law.

i. The SRO will not be hindered in making an arrest or conducting a criminal investigation, but shall work with the school's administration to cause the least disruption at the school.

ii. In the event of a trespasser or other major crime on campus, the SRO shall be notified immediately, and at the discretion of the SRO, a staff member may accompany or meet the SRO at the location of the incident.

b. The SRO shall give assistance to other deputy sheriffs in matters regarding the SRO's school assignment, whenever necessary.

c. Should it become necessary to conduct formal law enforcement interviews with students, the SRO shall adhere to state statute, law enforcement policy, and legal requirements regarding such interviews. The SRO shall follow the Memorandum of Understanding between the School Board and the Sheriff regarding student interviews.

d. The SRO shall not act as a school disciplinarian, as disciplining students is solely a school responsibility. If the incident is of a school discipline nature, the SRO will not become involved. If the incident is criminal in nature, or a potential Baker Act, the SRO will take the appropriate action.

e. SROs may make warrant arrests on campus. In executing a warrant arrest, at the discretion of the SRO, a school staff

member may pick up the student and take them to an administrator's or SRO's office (unless there is reason to believe the student is or will be violent or an escape risk). The arrest should take place in an office when reasonably practicable in the sole discretion of the SRO, and the SRO shall handcuff the student per the Sheriff's policy.

f. The SRO shall be immediately notified of the discovery of any type of weapon or any quantity of drugs to include alcohol (no matter how small) found on campus.

g. The SRO shall move freely on campus throughout the entire school day. The aforementioned movement prohibits students from predicting the SRO's location which is a recognized crime prevention practice.

h. The SRO may be absent from campus to book prisoners, attend depositions, trainings, briefings, state attorney hearings, and other law or agency related duties but at no time will a school be without an SRO on campus, except during the July 2018 summer session. Except in the case of an emergency, if the assigned SRO will be absent from campus during school hours, the Sheriff shall provide notice to the school principal or designee, together with the name and contact information of the substitute SRO as soon reasonably possible.

i. The SRO shall wear the standard Sheriff's Office uniform except when approved by the SRO Supervisor for special occasions.

j. The SRO will have campus meetings with the principal or the principal's designee weekly, or as otherwise mutually agreed, to coordinate daily activities.

k. In accordance with the Sheriff's policy, the SRO shall determine the need for criminal investigations. Unless the principal or

principal's designee are the subject of an investigation or doing so would otherwise hinder or otherwise compromise the investigation, the SRO shall promptly notify the principal or the principal's designee regarding any and all investigations or events that are likely to threaten any life or property on school grounds.

1. The SRO shall maintain the confidentiality of student records accessed in the course of the SRO's duties under this Agreement and shall sign and adhere to a Confidentiality Agreement in substantially the form attached hereto as Exhibit "B" and incorporated herein by this reference.

m. The School District and Sheriff, and their respective employees shall maintain the confidentiality of exempt or confidential public records provided to each other during the term of this Agreement, treating such information as confidential and not disclosing or allowing access to such information to third parties without the express written consent of the Sheriff or Superintendent or their designees.

n. In addition to law enforcement duties, the SRO will serve as an instructor. It is understood that the SRO's instructional responsibilities are second only to those of a law enforcement officer. SROs will provide instruction in the various aspects of law enforcement education to students. The SRO shall conform to the following responsibilities regarding instruction:

i. At all High Schools. The SRO will provide instruction regarding local and/or national issues relevant to high school students. For example: drugs, gangs, crimes and consequences will be discussed. (CHOICES Program) The SRO may act as an instructor for specialized short-term

programs at the schools when invited to do so by the principal or member of the faculty.

ii. At all Middle Schools. The SRO shall act as an instructor for the Know the Law curriculum. The principal shall coordinate with the SRO how the program will be implemented in the school. The SRO shall act as an instructor for specialized short-term programs at the schools when invited to do so by the principal or member of the faculty.

iii. At all Elementary/Primary Schools. The SRO shall act as an instructor for the F.O.C.U.S, Jr. F.O.C.U.S., and Child Lures programs. The SRO shall act as an instructor for specialized short-term programs at the schools when invited to do so by the principal or a member of the faculty.

o. In addition, the SRO will instruct students on the following topics as requested by the School Board or Principal:

i. Law Enforcement and their role in society.

ii. The Laws of the United States and the State of Florida.

iii. The juvenile and adult criminal justice systems.

iv. Career opportunities in law enforcement.

v. Drug and alcohol education.

p. The SRO shall develop expertise in presenting various subjects to students. Such subjects shall include a basic understanding of the laws, the role of the law enforcement officer, and the law enforcement mission.

q. The SRO shall encourage individual and small group discussions with students, based upon material presented in class, to further establish rapport with the students.

r. When requested by the principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.

s. The SRO shall be available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature. Confidential information obtained pursuant to current statutes shall not be disclosed except as provided by law or court order.

t. The SRO shall become familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, Juvenile Justice, etc. The SRO may make referrals to such agencies when necessary in collaboration with school guidance counselors, social workers, and school administrators.

u. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations, which may result from student unrest.

v. The SRO shall, whenever possible, participate in and/or attend school functions.

w. SRO's are not to be used for regularly assigned lunchroom duties, hall monitors, or other monitoring duties. The SRO may assist the school in monitoring these areas as deemed appropriate by the Principal or designee.

x. Pursuant to §1006.12(1)(b), *Fla. Stat.*, the SRO shall abide by district school board policies and shall consult with and coordinate activities through the school principal but shall be responsible to the law enforcement agency in all matters relating to employment, subject to agreements between a district school board and a law enforcement agency. Activities conducted by the school resource officer which are part of the regular instructional program of the school shall be under the direction of the school principal.

J. Duties of the School Board.

1) The Superintendent shall inform the Sheriff of the dates, times and locations of the summer school sessions at least 30 days prior to the beginning of the summer school sessions.

2) The School Board shall provide the SRO at each school facility listed in Exhibit "A" the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

a. An air-conditioned and properly lighted private office that shall contain a telephone for business purposes with sufficient space for the placement of a secure locker which shall contain equipment deemed mission essential by the Sheriff, at the Sheriff's sole expense. In the event there is not sufficient space for the secure locker in the SRO office, then the secure locker shall be placed in another location mutually agreed upon by the Sheriff and Superintendent.

b. The Sheriff shall inform the Director of Risk Management of the contents of the secure lockers, which the parties shall treat as confidential and exempt.

c. A location for files and records that can be properly locked and secured.

d. A desk with drawers, an office chair, a worktable and a file cabinet.

e. Access to a computer.

3) At the SRO's request, the School Board will be responsible for coordinating the schedule for the Project F.O.C.U.S., Jr. F.O.C.U.S., Child Lures, Know the Law, CHOICES and other age appropriate educational programs. Plans, procedures and all specifics of the actual content of the educational program shall be reviewed and agreed upon as needed by the Sheriff and the Superintendent.

4) The School District will encourage students to report any incident that may have criminal implications or present a situation which may threaten life or property immediately to the SRO or any school personnel. If at any time a teacher, school staff member, administrator, or principal observes or receives information about an incident that may have major criminal implications or present a situation which may threaten life or property the SRO shall be immediately notified. If at any time a parent or other citizen reports an incident to a principal or other administrator that may have major criminal implications, the SRO shall be immediately notified. The SRO will in turn notify the principal or the principal's designee in accordance with this Agreement.

5) The School District shall encourage principals to make provision for the accomplishment of the SRO's regular duties as an instructor.

6) The School District shall encourage students, parents, and faculty members to schedule a conference with the SRO to assist them with problems of a law enforcement or crime prevention nature.

6. **EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICERS.**

A. SROs are employees of the Sheriff's Office and are not considered employees of the School District. The School District and the Sheriff acknowledge that the SROs are deputy sheriffs who are responsible to uphold the law under the Sheriff's direction.

B. The Sheriff shall be responsible for all aspects of employment of the deputy sheriffs assigned to the SRO Program including all control, direction and supervision.

7. **DISMISSAL OF SRO, GRIEVANCE, AND REPLACEMENT.**

A. The Sheriff, or his designee, may dismiss or reassign any deputy sheriff appointed by the Sheriff to act as an SRO based upon what the Sheriff believes is in the best interest of the people in Citrus County.

B. In the event that the principal of the school, to which an SRO is assigned feels that a particular SRO is not effectively performing the SRO's duties and responsibilities, the principal shall advise the School District's Director of Risk Management that the principal wishes the SRO to be removed from the program at the school and shall state the reasons therefor in writing. In turn, the School District's Director of Risk Management shall immediately notify the SRO Supervisor.

C. Should the SRO feel that the SRO's duties and responsibilities are being hindered or compromised by the principal or other school district employee, the SRO shall immediately advise the SRO's Supervisor in writing. In turn, the SRO Supervisor shall immediately notify the School District's Director of Risk Management.

D. The Superintendent and the Sheriff, or their designees, may meet with the SRO and the principal to mediate or resolve any problems that may exist. At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present.

8. **TERMINATION AND NONRENEWAL.**

A. Termination. This Agreement may only be terminated prior to the Agreement's expiration date by a party upon at least ninety (90) days prior written notice to the other party that the party has failed to substantially perform in accordance with the terms and conditions of this Agreement. The party in breach shall have ninety (90) days in which to cure the breach or the non-breaching party can terminate this Agreement and pursue all available legal and equitable remedies.

B. Nonrenewal. The Parties hereby acknowledge that long-term liabilities have been incurred in reliance upon the continuation of this Agreement after the expiration date, including but not limited to the employment of additional personnel by the Sheriff. Should the County or School District desire not to renew this Agreement following expiration, such Party electing nonrenewal must provide written notice to the other Parties at least ninety (90) days prior to June 30, 2019, at which point the Sheriff will make reasonable efforts to wind down the SRO Program at minimal cost.

9. ACCOUNTING AND AUDITING. The parties agree the funds paid pursuant to this Agreement are restricted for the payment of expenses related to the SRO program and the Sheriff will provide detailed quarterly revenue and expense reports and reserve balance reports beginning October 1, 2018 for the funds paid pursuant to this Agreement to the County and the School District. These reports will encompass the restricted funds paid pursuant to this Agreement. This provision allows for the SRO funds to be audited, but in no event shall such audit occur more frequently than once per year, if determined necessary by any party.

10. MISCELLANEOUS.

A. Authority. Nothing contained herein shall be construed to modify Section 1001.33, *Fla. Stat.*, and the schools shall remain under the control of the principal, who under Section 1012.28, *Fla. Stat.*, is responsible for the supervision and management of the school and property. The SRO may take whatever steps the SRO deems appropriate in the event of criminal activity pursuant to normal law enforcement procedures.

B. Disputes. Should any dispute arise as to the role of the SRO or principal, the Superintendent and the Sheriff shall be immediately notified and they or their designees shall meet as soon as possible to resolve the dispute.

C. Good Faith. The School District, the Sheriff, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiations between the Superintendent and the Sheriff, or their designees.

D. Non-assignment. This Agreement may not be assigned without the express written consent of the School District and the Sheriff, which consent may be withheld for any reason or no reason.

E. Notices. All notices, consents, demands, or other communications required or permitted to be given pursuant to this Agreement shall be in writing by e-mail and hard copy, and shall be deemed sufficiently given and received on: (i) the day on which delivered personally or via facsimile transfer during a business day to the appropriate location(s) listed below; (ii) one (1) business day after delivered to a nationally recognized overnight delivery service such as Federal Express or Airborne Express for overnight delivery to the appropriate location(s) listed below; or (iii) three (3) business days after the posting thereof by United States registered or certified first class mail, return receipt requested with postage and fees prepaid and addressed as follows:

If to BOARD: Superintendent of Schools
1007 West Main Street
Inverness, Florida 34450

With a copy to:

R. Wesley Bradshaw, Esq.
General Counsel
Bradshaw & Mountjoy, P.A.
209 Courthouse Square
Inverness, Florida 34450

If to Sheriff: Mike Prendergast, Sheriff
1 Dr. Martin Luther King Dr.
Inverness, Florida 34450

With a copy to:

Robert W. Batsel, Jr.
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 Southeast 36th Avenue
Ocala, Florida 34471

If to County: County Administrator
110 North Apopka Avenue
Inverness, Florida 34450

With a copy to:

Denise A. Dymond Lyn, Esq.
County Attorney
110 North Apopka Avenue
Inverness, Florida 34450

Any party may change his, her or its address and/or the address of the entity copied on his, her or its behalf upon written notice to all other Parties.

F. Indemnification. The Parties acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The Parties agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The Parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any

defense the parties may have under such statute, nor as consent to be sued by third parties.

G. Insurance. The Parties warrant that they are self-insured and agree to maintain general liability insurance as required by law. The Parties further agree to provide each other with a copy of said insurance certificates.

H. Non-Discrimination. The Parties shall not unlawfully discriminate against any individual on the basis of his or her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, genetic information, or gender identity or expression with respect to any activity occurring or under this Agreement.

I. No Presumption/Severability. The Parties acknowledge that they and their attorneys have participated in the preparation, negotiations and drafting of this Agreement. The terms in this Agreement shall be construed in accordance with their fair meaning and there shall be no presumption applied against any Party for having drafted or participated in the drafting of any such terms. The terms of this Agreement shall be severable such that, if any term herein is illegal, invalid, or unenforceable, such holding shall not affect the viability of any of the other provisions of the Agreement, unless the severing of such term would defeat the purpose of this Agreement.

J. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Citrus County, Florida (hereinafter the "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, and agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court. Each of the Parties consents to the jurisdiction of the Court, acknowledges that the Court has jurisdiction over this Agreement, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Agreement.

P. Public Records. The Parties shall comply with Florida's public records laws, and specifically agree to: 1) keep and maintain public records that ordinarily and necessarily would be required in accordance with the applicable records retention schedule, 2) provide the public with access to public records at a cost that does not exceed the cost provided in Chapter 119, *Fla. Stat.*, and 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by laws.

Q. Attorney Fees and Costs. In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs: including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

R. Entire Agreement. This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes and replaces all prior negotiations and proposed agreements, written or oral. The Parties acknowledge that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements embodied in this written Agreement. Any amendment or modification of this Agreement, or any waiver of its terms, in order to be binding, must be written and signed by the Parties hereto.

S. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY

WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

INTENTIONAL PAGE BREAK – SIGNATURES FOLLOW

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

ATTEST:

Sandra Himmel
Sandra Himmel, Superintendent and
Ex-Officio Secretary

Date: 8/6/18

THE SCHOOL BOARD OF CITRUS
COUNTY, FLORIDA

Douglas A. Dodd
Douglas A. Dodd, Chairman
Citrus County School Board

Date: 8/6/18

WITNESS:

CITRUS COUNTY SHERIFF'S OFFICE

Print Name: _____

Mike Prendergast, Sheriff

Date: _____

Date: _____

ATTEST:

Angela Vick
for Angela Vick, Clerk of Courts

Date: August 7, 2018



CITRUS COUNTY, FLORIDA,
by and through its Board of County
Commissioners

Ronald Kitchen
Ronald Kitchen, Chairman
Citrus County Board of County
Commissioners

Date: 8/7/18

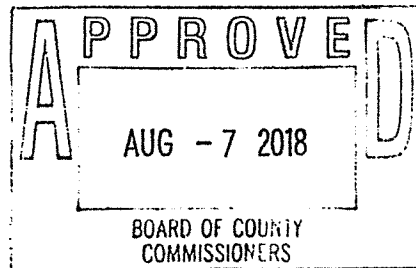


EXHIBIT "A"

1. Citrus High School
2. Crystal River High School
3. Lecanto High School
4. Citrus Springs Middle School
5. Crystal River Middle School
6. Inverness Middle School
7. Lecanto Middle School
8. Central Ridge Elementary School
9. Citrus Springs Elementary School
10. Crystal River Primary School
11. Floral City Elementary School
12. Forest Ridge Elementary School
13. Hernando Elementary School
14. Homosassa Elementary School
15. Inverness Primary School
16. Lecanto Primary School
17. Pleasant Grove Elementary School
18. Rock Crusher Elementary School
19. Academy of Environmental Science
20. CREST School
21. Renaissance Center
22. Withlacoochee Technical College

EXHIBIT "B"

SCHOOL RESOURCE OFFICER CONFIDENTIALITY AGREEMENT

The Citrus County School District hereby grants the undersigned School Resource Officer ("SRO") the nonexclusive right to access confidential student records as part of the SRO's role in providing professional services to students of the Citrus County School District. The undersigned SRO understands and agrees to the following as a condition of being an SRO:

1. In the performance of my duties as an SRO, I may have access to confidential information which includes, but is not limited to student records, district employee records, business records, correspondence and other records that are confidential pursuant to the Family Education Rights Privacy Act, the Florida Public Records law, Florida Statutes, or otherwise provided by law.

2. I shall treat ALL information accessible to me in the performance of my duties as confidential information, regardless of the format (i.e. electronic, paper, etc.) unless and until otherwise advised by the principal or the Director of Risk Management. I will take all necessary steps to prevent anyone from gaining knowledge of any password; and will report a breach of that knowledge immediately to the principal and Director of Risk Management.

3. I agree not to access any confidential information unless I am authorized to do so, and I agree to maintain the confidential and privacy of confidential information during and after my assignment as an SRO. I shall not, directly or indirectly, communicate orally, in writing, or by email, social media, or through other means, any confidential information to any unauthorized person, including without limitation, students, school staff, other SROs or law enforcement officers, friends, family members, etc.

4. I shall not permit myself or any others to copy, reproduce, alter, and/or delete any confidential information.

5. School officials shall allow SROs to inspect and copy any public records maintained by the school, including student directory information such as yearbooks.

However, SROs may not inspect and/or copy confidential student education records except in emergency situations.

6. If some information in a students' cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

7. If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

8. The SRO represents and warrants that they are familiar with the provisions of the Family Educational Rights and Privacy Act (FERPA) and that the SRO will take all measures necessary to protect confidential data from unauthorized access or release.

9. As used in this Agreement, the phrase "confidential information" shall mean all: 1) student records and reports that are confidential and exempt from disclosure under Section 119.01(1), *Fla. Stat.*, as provided in Section 1002.22, *Fla. Stat.*; and 2) any other information, record or document that is confidential or subject to privacy protection as otherwise provided by law.

I hereby understand, acknowledge and agree to the above conditions.

(Print Name and Title)

(Signature)

(Date)