

**AGREEMENT BETWEEN
THE SCHOOL BOARD OF MARION COUNTY, FLORIDA
AND
WILLIAM "BILLY" WOODS, AS SHERIFF OF MARION COUNTY, FLORIDA
AND
BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA
FOR
THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT made and entered into this 28th day of June, 2022, by and between THE SCHOOL BOARD OF MARION COUNTY, FLORIDA, hereinafter referred to as the SCHOOL BOARD, and WILLIAM "BILLY" WOODS, AS SHERIFF OF MARION COUNTY, FLORIDA, hereinafter referred to as SHERIFF, and the BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, hereinafter referred to as COUNTY.

W I T N E S S E T H:

1. The SCHOOL BOARD, the SHERIFF, and the COUNTY desire to provide law enforcement and related services to the public schools of Marion County and to provide for the protection and safety of school personnel, property, students, and visitors; and
2. A School Resource Officer Program has been proposed for the public school system within Marion County as hereinafter described; and
3. The SCHOOL BOARD, the SHERIFF, and the COUNTY recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of Marion County, Florida, and particularly to the students of the public schools within Marion County, Florida; and
4. It is in the best interests of the SCHOOL BOARD, the SHERIFF, the COUNTY, and the citizens of Marion County to establish this program.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the SCHOOL BOARD, the SHERIFF, and the COUNTY agree as follows:

**ARTICLE I
Establishment of School Resource Officer Program**

1. A School Resource Officer Program is hereby established in the public school system with the SHERIFF within the fiscal years of 07/01/22 through 06/30/25, with School Resource Officer (hereinafter "SRO") assignments as outlined in Article II.

ARTICLE II
Rights and Duties of the SHERIFF

1. The SHERIFF shall provide a SRO as follows:

A. **Assignment of SRO.** SHERIFF shall assign one (1) SRO to each of the following elementary schools:

- 1) Anthony Elementary School
- 2) Belleview-Santos Elementary School
- 3) Dunnellon Elementary School
- 4) East Marion Elementary School
- 5) Emerald Shores Elementary School
- 6) Former Evergreen Elementary School Located at 4000 W Anthony Road
- 7) Fessenden Elementary School
- 8) Greenway Elementary School
- 9) Hammett Bowen Elementary School
- 10) Harbour View Elementary School
- 11) Legacy Elementary School
- 12) Maplewood Elementary School
- 13) Marion Oaks Elementary School
- 14) Ocala Springs Elementary School
- 15) Reddick-Collier Elementary School
- 16) Romeo Elementary School
- 17) Saddlewood Elementary School
- 18) Shady Hill Elementary School
- 19) Sparr Elementary School
- 20) Stanton-Weirsdale Elementary School
- 21) Sunrise Elementary School

B. The SHERIFF shall assign one (1) SRO to each of the following middle and high schools:

- 1) Belleview Middle School
- 2) Dunnellon High School
- 3) Dunnellon Middle School
- 4) Fort McCoy School
- 5) Horizon Academy at Marion Oaks
- 6) Liberty Middle School
- 7) North Marion Middle School

C. The SHERIFF shall assign two (2) SROs to the following middle and high schools:

- 1) Belleview High School
- 2) Forest High School
- 3) Lake Weir High School
- 4) Lake Weir Middle School
- 5) North Marion High School

D. In addition, there will also be one (1) additional SRO under this contract who will operate as a rover between the different schools when coverage is needed.

E. In cases of special circumstances, the SCHOOL BOARD will determine the need to institute the use of guardians provided through the Coach Aaron Feis Guardian Program pursuant to § 1006.12, Fla. Stat. (2021).

F. If, during the term of this agreement, any school listed in Article II is closed by the SCHOOL BOARD, the SRO assigned to that school shall be reassigned to the school in Article II with the greatest need for an additional SRO, as determined by the SHERIFF and the SUPERINTENDENT, or as an additional rover to operate at more than one school.

2. Regular Duty Hours of SRO.

A. Regular school year.

When school is in regular session, the SRO will be assigned to his/her school on a full-time basis of eight (8) hours on those days and during those hours that the school is in regular session, beginning one-half (1/2) hour prior to the start of classes and ending one-half (1/2) hour after classes are dismissed, unless other hours are agreed upon by the SRO and the school principal. On early release days, SROs will use the remaining work day for on-site or virtual training, to be coordinated between the SHERIFF and the SCHOOL BOARD.

B. Summer school.

The financing of the SRO program, as outlined in Article IV, is intended to reimburse the COUNTY and the SHERIFF for the provision of SROs during the regular school year.

The Sheriff has agreed to and will provide at no additional cost to the SCHOOL BOARD, a mutually agreed upon number of SROs to be placed at any of the schools listed in Article II, that provide Summer School instruction in core-curricula courses, as defined by § 1003.01 (14), Fla. Stat. (2021), provided that the core-curricula courses are required for elementary school promotion, middle school promotion, or high school graduation.

If any of the schools listed in Article II provide Summer School instruction in core-curricula courses, as defined by § 1003.01 (14), Fla. Stat. (2021), provided that the core-curricula courses are required for elementary school promotion, middle school promotion, or high school graduation, then the SRO assigned to that school must be present at that school on those days and during those hours that Summer School instruction occurs, beginning one-half (1/2) hour prior to the start of classes and ending one-half (1/2) hour after classes are dismissed, unless other hours agreed upon by the SRO and the school principal.

The SROs assigned to those schools must be present at their assigned school on those days and during those hours that Summer School instruction occurs. The SROs shall coordinate with the Principal of the schools to create a mutually acceptable daily schedule not to exceed eight (8) hours per day.

As a supplement to the regularly assigned Summer School SROs, the SCHOOL BOARD may institute the use of guardians provided through the Coach Aaron Feis Guardian Program pursuant to § 1006.12, Fla. Stat. (2021), or contract for additional deputies through the SHERIFF'S Special Detail Program.

C. Reassignment and unavailability.

The SRO may be re-assigned by the SHERIFF during school holidays and vacations, for law enforcement training, or during the period of any law enforcement emergency or situation, as determined solely by the SHERIFF, which requires additional law enforcement presence to protect and serve the community. In the event of such re-assignment, a SRO rover must be utilized to cover the school as contemplated under Article II (D) above. In the event the SRO should be unavailable for his/her eight (8) hour shift, the SHERIFF shall provide a rover SRO to be onsite to cover the shift. In the event of an unforeseen circumstance where a substitute is not immediately available, the SHERIFF, or his designee, will communicate with the school Principal and the Safe Schools Director. In those situations, where an SRO is not onsite as contemplated under Article II, payment adjustments will be made in the following month.

D. Equipment of SRO.

All equipment purchased by the SHERIFF for the SRO to perform his/her duties will become the property of the SHERIFF.

E. Duties of the SRO.

- 1) The SRO may act as an instructor for specialized short-term programs at the school, when invited to do so by the principal or a member of the faculty.
- 2) The SRO shall coordinate all of his/her non-enforcement activities with the principal and staff members concerned and will seek permission, advice, and guidance before enacting any programs within the school.
- 3) 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 deputy sheriff, and the law enforcement mission.
- 4) The SRO shall encourage individual and small group discussions with students, to further establish rapport with the students.
- 5) When requested by the principal, the SRO will attend parent/guardian conferences and faculty/staff meetings to provide any needed support.
- 6) The SRO shall make himself/herself available for conference with students, parents and faculty members to assist them with problems of a law enforcement or crime prevention nature. Confidential information obtained pursuant to Chapter 39,

Fla. Stat. (2021) (proceedings relating to juveniles), will not be disclosed except as provided by law or court order.

- 7) 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, etc. The SRO shall make referrals to such agencies when necessary, thereby acting as a resource person to the students, faculty, and staff of the school.
- 8) The SRO shall assist the principal in developing plans and strategies to prevent or minimize dangerous situations, which may result from student unrest.
- 9) Should it become necessary to conduct formal law enforcement interviews with students, the SRO shall adhere to SCHOOL BOARD policy, SHERIFF's policy, and legal requirements with regard to such interviews.
- 10) The SRO shall take law enforcement action as required. As soon as practical, the SRO must make the principal of the school aware of such action. At the principal's request, the SRO must take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practical, the SRO must advise the principal before requesting additional law enforcement assistance on campus, however, nothing contained herein will preclude the SRO from requesting additional law enforcement assistance on campus as the SRO deems necessary in the SROs sole discretion.
- 11) The SRO shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary. The SRO must, whenever possible, participate in and/or attend school functions.
- 12) The SRO may conduct investigations related to the students attending the school or the facility to which the SRO is assigned. The SRO may also perform such other and additional investigatory work as is deemed necessary from time to time by the SHERIFF.
- 13) The SRO shall maintain detailed, accurate records of his/her activities, the total hours each SRO worked and provide a written weekly report of same to the SHERIFF and the Superintendent's designee and the principal.
- 14) The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO, and the SRO shall determine whether law enforcement action is appropriate.
- 15) The SRO shall serve as a member of his/her assigned school's threat assessment team as contemplated under §§ 1006.13(2)(f), Fla. Stat. (2021) and 1006.07(7), Fla. Stat. (2021).

16) All SROs must attend up to a four (4) hour training put on by SCHOOL BOARD staff before the start of school each year of the Agreement. The SHERIFF and the SCHOOL BOARD staff will coordinate a date to hold the training each year.

17) Upon receiving information relating to acts that pose a threat to school safety, whether committed by a student or adult, the SRO or other law enforcement officer shall:

- a. Take steps to mitigate any threat to school safety;
- b. Notify the school principal or his/her designee, if that person was not the source of the information;
- c. For delinquent acts and crimes that occurred within Marion County, except those that occur in the cities of Ocala, Belleview, or Dunnellon, conduct an investigation into any delinquent act or crime, pursuant to the policies of the SHERIFF, as soon as is reasonably practicable, and, where appropriate, refer the matter to other SHERIFF personnel for further investigation; and
- d. For delinquent acts and crimes that occur within the cities of Ocala, Belleview, or Dunnellon, and those that occur outside of Marion County, refer the matter to the appropriate law enforcement agency for further investigation, and provide necessary assistance to the other agency.
- e. Delinquent acts and crimes that pose a threat to school safety include, but are not limited to:
 1. Aggravated battery;
 2. Armed robbery and robbery;
 3. Threats to shoot a school;
 4. Arson;
 5. Battery or aggravated battery on a teacher or other school personnel;
 6. Kidnapping or abduction;
 7. Murder;
 8. Manslaughter;
 9. Weapons violations, including possession, use, or sale of any firearm or weapon;
 10. Possession, use, sale, or distribution of a controlled substance;
 11. Possession, use, or sale of any explosive devise;
 12. Sexual battery or other sexual offenses;
 13. Alcohol possession, sale, or distribution;
 14. Battery;
 15. Bomb or biochemical threat;
 16. Burglary;
 17. Disruption of school function (major);
 18. Extortion;
 19. False report of a school threat;
 20. Hate crime;

21. Illegal organization (membership, recruitment, or attempted recruitment);
22. Stalking;
23. Trespassing; and
24. Any felony defined by Florida Statutes.

ARTICLE III
Rights and Duties of the SCHOOL BOARD

1. The SCHOOL BOARD must provide to the full-time SRO the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

A. Access to an air-conditioned and properly lighted office, equipped with an internet connection, telephone and computer, which may be used to carry out the duties of the SRO.

B. A location for files and records which can be properly locked and secured.

C. A desk with drawers, a chair, work table, filing cabinet, and office supplies.

D. Include the SRO as a member of the school's threat assessment team as contemplated under § 1006.13(2)(f), Fla. Stat. (2021).

E. The SCHOOL BOARD shall report to law enforcement agencies any acts that pose a threat to school safety, whether committed by a student or adult, subject to the following:

- 1) If there is an act that poses a threat to school safety to a single school, information related to that threat shall be reported to the SRO assigned to that school;
- 2) If there is an act that poses a threat to school safety to more than one school or to an unidentifiable school(s), that act must be reported as follows:
 - a. For schools that are identifiable, to the SRO assigned to those schools;
 - b. For any schools that are not identifiable, to the SHERIFF's captain and the Ocala Police Department's lieutenant assigned to the Unified Juvenile Enforcement and Security Team.
- 3) In addition to reporting the incident as provided in Article III, Sec. E(1)-(2) above, acts that pose a threat to school safety may also be reported using the 911 system. In those instances, information should also be conveyed to the appropriate persons, as provided in Article III, Sec. E(1)-(2), as soon as possible under the circumstances.
- 4) The acts specified in SCHOOL BOARD Policy as "acts of petty misconduct," do not require consultation with law enforcement.
- 5) The SCHOOL BOARD and its personnel will adopt policies and guidelines that require SCHOOL BOARD personnel to:
 - a. Report acts that pose a threat to school safety (as defined in Article II., Sec. E.17) to law enforcement, as provided in Article III., Sec. E(1)-(2);
 - b. Consult with law enforcement concerning delinquent acts and crimes, and cooperate during any investigation; and
 - c. Surrender physical evidence to law enforcement.

- 6) The SCHOOL BOARD may adopt any policies or guidelines necessary to carry out its duties pursuant to this Agreement.
- F. The SCHOOL BOARD shall, at the beginning of each school year, and upon the change of any school's principal, provide to the SHERIFF a written list of persons designated by the principal of each school as having the authority to issue warnings to leave or not enter upon a school campus or facility pursuant to §810.097(2), Fla. Stat. (2021). The SCHOOL BOARD shall cause the principal of each school to, at minimum, designate the following persons as having this authority:
- 1) The Superintendent and the Superintendent's Cabinet;
 - 2) The Safe Schools Director;
 - 3) All persons employed by the Department of Safe Schools;
 - 4) The Assistant Principal(s) of the school; and
 - 5) The Sheriff of Marion County and all deputy sheriffs, and all sworn law enforcement officers of the Ocala Police Department, Belleview Police Department, and Dunnellon Police Department.

ARTICLE IV **Financing the SRO Program**

1. For the July 1, 2022 – June 30, 2023 fiscal year, the SCHOOL BOARD will reimburse the SHERIFF \$60,000.00 per School Resource Officer, for each of the SROs listed in Article II as follows.

$\$60,000/\text{SRO} \times 39 \text{ SROs} = \$2,340,000.00/\text{year}$

- A. Funding provided by the SCHOOL BOARD during the fiscal year July 1, 2022 – June 30, 2023, for the cost of the SRO services listed in this Agreement will be paid to the COUNTY monthly, at a rate of \$195,000 per month for a period of 12 months, beginning July 1, 2022.

2. For the July 1, 2023 – June 30, 2024 and the July 1, 2024 – June 30, 2025 fiscal years, the SCHOOL BOARD will reimburse the SHERIFF \$75,000.00 per School Resource Officer, for each of the SROs listed in Article II as follows:

$\$75,000/\text{SRO} \times 39 \text{ SROs} = \$2,925,000.00/\text{year}$

- A. Funding provided by the SCHOOL BOARD during the fiscal years July 1, 2023 – June 30, 2024 and July 1, 2024 – June 30, 2025, for the cost of the SRO services listed in this Agreement will be paid to the COUNTY monthly, at a rate of \$243,750.00 per month for a period of 24 months, beginning July 1, 2023.

ARTICLE V **Employment Status of the SRO**

1. The SRO will remain an employee of the SHERIFF and will not be an employee of the SCHOOL BOARD. The SCHOOL BOARD and the SHERIFF acknowledge that the SRO is a deputy SHERIFF who must uphold the law under the direct supervision and control of the SHERIFF. The SRO will remain responsive to the chain of command of the SHERIFF.

2. Nothing herein is to be construed as giving the SCHOOL BOARD the right to control the professional judgment or actions of the SRO. The SHERIFF has agreed to make personnel who are qualified available to the SCHOOL BOARD, and the SHERIFF covenants and agrees that it will instruct and supervise its employees to (i) use diligent efforts and professional skills and judgment, (ii) provide services in accordance with and in a manner consistent with customary and recognized standards of the profession, (iii) conduct themselves in a manner consistent with the policies and rules and regulations of the SCHOOL BOARD.

3. The SHERIFF understands that the SROs will not participate in any employee benefit provided by the SCHOOL BOARD, and it represents to the SCHOOL BOARD that it will withhold income tax and social security tax for its employees and will maintain workers' compensation insurance for each employee.

ARTICLE VI **Appointment of SRO**

1. The SHERIFF will select and appoint SROs. Prior to the SHERIFF selecting and appointing SROs, the SHERIFF and the Superintendent will collaborate together regarding the SHERIFF's selection of individuals from a list of interested deputies.

2. The SHERIFF will make final appointment to the position of SRO with agreement from the Superintendent.

ARTICLE VII **Dismissal of SRO; Replacement**

1. **By Superintendent:** If the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the principal must notify the SRO in writing. If the situation is not corrected within three (3) working days, the principal must contact the SRO's immediate supervisor and the Superintendent's designee in writing and provide a copy of the notice to the SRO. If the situation is not resolved to the mutual satisfaction of both parties within ten (10) days, or if, during the same contract period, the principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the principal will recommend to the Superintendent that the SRO be removed from the program at his/her school, and will state the reasons as well as the efforts to resolve the problems in writing. The Superintendent, or his/her designee, will review the request and, if approved, will provide written notification to the SHERIFF who will make the transfer within ten (10) business days. In the event that a principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the Superintendent's designee who, after investigation, will provide written notice to the

SHERIFF who will make the transfer within two (2) business days.

2. By the SHERIFF: The SHERIFF may initiate a dismissal or reassignment of a SRO based upon department rules, regulations and/or operations orders and when it is necessary based on law enforcement needs in the county, as determined by the SHERIFF, based on then-existing circumstances when in the best interest of the protection of the citizens of Marion County.

3. In the event of the resignation, dismissal, or reassignment of the SRO, or in the case of long-term absences by a SRO, the SHERIFF shall provide a rover SRO until a permanent replacement is recommended. Upon notification of the resignation, dismissal or reassignment the SHERIFF, or his designee, will notify the School Principal and Safe Schools Director.

4. To enable the SCHOOL BOARD to comply with Florida Statute 1006.12(5)(a) and F.A.C. Rule 6A-1.0018(18)(b), the SHERIFF shall notify the Superintendent within twenty-four (24) hours of an SRO being dismissed for misconduct from his or her position as an SRO or being otherwise disciplined by the SHERIFF, and shall provide the Superintendent with the following information:

- A. Full name of the SRO;
- B. Description of the event;
- C. Incident date; and
- D. Incident status.

5. Reassignment and unavailability. The SRO may be re-assigned by the SHERIFF during school holidays and vacations, for law enforcement training, or during the period of any law enforcement emergency or situation, as determined solely by the SHERIFF, which requires additional law enforcement presence to protect and serve the community. In the event of such re-assignment, a SRO rover will be utilized to cover the school as contemplated under Article II above. In the event the SRO should be unavailable for his/her eight (8) hour shift, the SHERIFF shall provide a rover deputy to be onsite to cover the shift. In the event of an unforeseen circumstance where a substitute is not immediately available, the SHERIFF, or his designee, will communicate with the school Principal and the Safe Schools Office. If an SRO is not on-site as contemplated under Article II, payment adjustments will be made in following month.

ARTICLE VIII

Termination of Agreement

1. Either party may terminate this agreement upon written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this agreement, or in the case of a law enforcement emergency as set forth above. Thirty (30) days, or less if agreed to by the parties, will be given for corrective action after notification by the requesting party. Termination of this agreement may only be accomplished as provided herein. In the event this agreement is terminated, compensation will be made to the COUNTY for all services performed to the date of termination, to the extent as specified in Article IV, to be prorated on a per diem basis through the date of the termination.

2. SCHOOL BOARD conditions each payment obligation created by this Agreement on the availability of funds appropriated or allocated for the payment of SRO services. SCHOOL BOARD shall have the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. SCHOOL BOARD may terminate this Agreement at the end of the period for which funds are available if SCHOOL BOARD does not allocate further funding. SCHOOL BOARD shall notify SHERIFF at the earliest possible time before such termination, but in no event later than three (3) months prior to the start of each fiscal year. No penalty will accrue to SCHOOL BOARD, and SCHOOL BOARD is not obligated or liable for any future payments or any damages because of termination under this section.

ARTICLE IX

Good Faith

1. The SCHOOL BOARD, the SHERIFF, the COUNTY, and their agents and employees agree to cooperate in good faith in fulfilling their terms of this Agreement. Unforeseen difficulties or questions will attempt to be resolved first by negotiation between the SCHOOL BOARD, the SHERIFF, and the COUNTY, or their designees.

ARTICLE X

Miscellaneous

1. Coach Aaron Feis Guardian Program. The SCHOOL BOARD is participating in the Coach Aaron Feis Guardian Program, established by the SHERIFF, at Marion Charter School, McIntosh Area Charter School, Ocali Charter Middle School, Ina A. Colen Academy or any other Board approved charter schools. In addition, any charter school in Marion County may separately contract with the Sheriff to provide School Resource Officers at the charter school, instead of or in addition to School Guardians.

2. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3. Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There will be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SCHOOL BOARD.

4. No Waiver of Sovereign Immunity. Nothing herein is intended to waive sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable, or of any rights or limits of liability existing under § 768.28, Fla. Stat. (2021). This

term will survive the termination of all performance or obligations under this Agreement and will be fully binding until any applicable statute of limitations bars any proceeding brought under this Agreement.

5. No Third Party Beneficiaries. Nothing herein is to be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement, or to confer any rights on any third party.

6. Confidentiality. For the purposes of this Agreement, "Confidential Information" means all information disclosed by SCHOOL BOARD to the SHERIFF, their agents and employees, which is in a tangible form and labeled "confidential" (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. At all times, the SHERIFF, their agents, and employees will protect the SCHOOL BOARD's Confidential Information from unauthorized use, access or disclosure.

7. Non-Discrimination. Each party hereby represents and warrants to the other that no person will be discriminated against on the basis of race, color, religion, pregnancy, gender, age, marital status, disability, sexual orientation, political beliefs, national or ethnic origin, veteran status, or any other basis prohibited by law in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

8. Public Records.

A. To the extent that SHERIFF and COUNTY meet the definition of "contractor" under § 119.0701, Fla. Stats. (2021), and in addition to other contract requirements provided by law, the SHERIFF and COUNTY agree that each are acting as a contractor on behalf of SCHOOL BOARD as provided under § 119.0701(a) and as such each will comply with Florida's Public Records Law. Specifically, SHERIFF and COUNTY each agree that it will:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by SCHOOL BOARD in order to perform the services performed by SHERIFF and COUNTY under contract;
- 2) Provide the public with access to such public records on request from SCHOOL BOARD'S custodian of public records;
- 3) Provide SCHOOL BOARD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- 4) Ensure the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the SCHOOL BOARD;
- 5) Upon completion of the contract, transfer, at no cost, to SCHOOL BOARD all public records in possession of SHERIFF and COUNTY or keep and maintain public records required by the public agency to perform the service. If SHERIFF and COUNTY transfer all public records to the SCHOOL

BOARD upon completion of the contract, SHERIFF and COUNTY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SHERIFF and COUNTY keep and maintain public records upon completion of the contract, SHERIFF and COUNTY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SCHOOL BOARD, upon request from SCHOOL BOARD'S custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

B. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: PUBLIC RELATIONS AND COMMUNICATION OFFICER: KEVIN CHRISTIAN, APR, CPRC, AT (352) 671-7555, PUBLIC.RELATIONS@MARION.K12.FL.US OR IN PERSON AT 420-A SE ALVAREZ AVENUE, OCALA, FLORIDA 34471.

C. IF SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: TIMOTHY MCCOURT, GENERAL COUNSEL, AT (352) 369-6758, TMCCOURT@MARIONSO.COM, OR IN PERSON AT 692 N.W. 30TH AVE., OCALA, FL 34475.

D. IF SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: MATTHEW "GUY" MINTER, COUNTY ATTORNEY, AT (352)438-2330, MATTHEW.MINTER@MARIONCOUNTYFL.ORG, OR IN PERSON AT 601 S.E. 25TH AVENUE., OCALA, FL 34471.

9. Inspector General Audits. The parties will comply and cooperate promptly with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

10. Excess Funds. Any party receiving funds paid by SCHOOL BOARD under this Agreement

agrees to promptly notify SCHOOL BOARD of any funds erroneously received from SCHOOL BOARD upon the discovery of such erroneous payment or overpayment. Any excess funds must be refunded to the SCHOOL BOARD.

11. Compliance with Laws. Each party will comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
12. Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such will not affect the remaining portions of this Agreement and the same will remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.
13. Waiver. The parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver will only be effective as to the specific instance for which it is obtained and will not be deemed a continuing or future waiver.
14. Force Majeure. Neither party will be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For the purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes; earthquakes; explosions; sabotage; epidemics; pandemics; government regulations; and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the Agreement for all or part of the Agreement term. In no event will a lack of funds on the part of either party be deemed Force Majeure.
15. Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

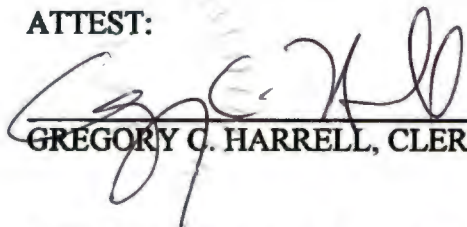
ARTICLE XI

1. This Agreement constitutes a final written expression of all of the terms of this Agreement and is a complete and exclusive statement of those terms.

[THIS SPACE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS.]

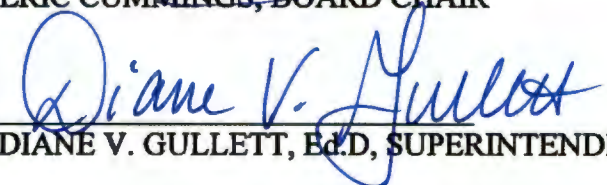
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:


GREGORY C. HARRELL, CLERK

THE SCHOOL BOARD OF MARION COUNTY, FLORIDA

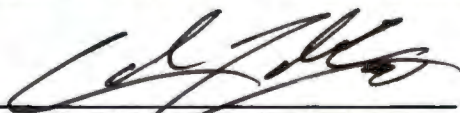
By 
ERIC CUMMINGS, BOARD CHAIR

By 
DIANE V. GULLETT, Ed.D, SUPERINTENDENT

THE SHERIFF OF MARION COUNTY, FLORIDA

By 
WILLIAM "BILLY" WOODS, SHERIFF

BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

By 
CARL ZALAK III, CHAIRMAN