

INTERLOCAL AGREEMENT
between
THE SCHOOL BOARD OF LEE COUNTY, FLORIDA
and
THE CITY OF SANIBEL
for
THE SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT, made and entered into this _____ day of _____, 2022 by and between The School Board of Lee County, Florida (hereinafter referred to as the "School Board"), whose address is 2855 Colonial Blvd. Fort Myers, FL 33966 a public corporate body existing under the laws and Constitution of the State of Florida and the City of Sanibel, a Florida municipal corporation acting by and through its City Council, the governing body thereof, (hereinafter referred to as the "CITY").

WITNESSETH:

- A. The School Board and the City desire to provide law enforcement and related services to the District schools of Lee County; and
- B. A School Resource Officer Program has been proposed for the District school system of Lee County, Florida, and hereinafter described; and
- C. The School Board and the City recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of the City of Sanibel, Florida, and particularly to the students of the District school system of Lee County, Florida; and
- D. It is in the best interest of the School Board, the City, and the citizens of Sanibel to establish this program;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the School Board and the City hereby agree as follows:

ARTICLE I

Establishment

A School Resource Officer Program is hereby established in the District school system of Lee County, Florida for twelve months from August 1, 2022, to July 31, 2023.

ARTICLE II

Provisions

The City/Sheriff shall provide School Resource Officers (hereinafter referred to as "SROs") as follows:

Number of School Resource Officers

1. The Chief of Police shall assign one (1) School Resource Officer to the following District school: The Sanibel School.

Regular Duty Hours for School Resource Officers

1. Each SRO officer shall be assigned on a full-time basis for those days and during those hours that the school is in regular session. The SRO must be present 30 minutes before the morning bell and 30 minutes after the dismissal bell. SROs may be temporarily re-assigned by the City during school holidays and vacations, trainings, or during a period of police emergency.
2. SRO's will be available for Summer School at covered schools.

Duties and Responsibilities of School Resource Officers

1. The SRO shall coordinate all school related activities with the principal and staff members concerned and will seek permission, advice, and guidance prior to enacting any program within the school.
2. The SRO shall develop expertise in presenting various subjects to students. Such subjects shall include a basis of understanding of the laws, the role of the police officer and the police mission.
3. The SRO shall interact with the faculty of the school which he or she is assigned.
4. The SRO shall become familiar with the school, its policies, and the students of each school.
5. The SRO shall coordinate with the principal or his/her designee, as it relates to academic issues and will also coordinate all school related activities with the principal, or his/her designee.
6. To the extent permitted by law and the law enforcement agency policy as it relates to discretion, the SRO will report violations of the laws he/she becomes aware of to their supervisor at the Police Department. The SRO shall maintain a confidential contact report/file on the students which he/she has occasion to counsel and shall also protect the confidentiality of the Student Records to which he/she is provided access, including, but not limited to, CASTLE, FOCUS and camera surveillance systems or other FERPA protected information.
7. The SRO will protect from loss all school keys and access cards in his or her protection and report any loss to the principal.
8. The SRO shall work with students, faculty, and parents when presenting various programs.

9. The SRO shall integrate with the students in the following ways: during class breaks, during lunch periods, before and after school, at school activities such as football and basketball games, and in classrooms.
10. The SRO shall perform other law enforcement duties which are assigned by their supervisors such as latent investigations, special investigations, and special assignments.
11. The SRO shall serve as a referral resource for the students, faculty, and parents to many social agencies and facilities available to the public.
12. The SRO will serve as a member of the school Threat Assessment Team.
13. The SRO shall adhere to School Board Policy, (Where that policy does not conflict with the Department's Rules and Regulations and/or Florida State Statutes concerning law enforcement officers), and Law Enforcement Policy concerning student interviews and confidentiality of investigations.

ARTICLE III

Rights, Duties and Responsibilities of the School Board

1. Upon discovery of a student or adult committing an act that poses a serious threat to school safety, the principal, designee or other staff member shall provide immediate notification to the School Resource Officer or other law enforcement official.
2. School officials shall not report petty acts of misconduct to School Resource Officers or other law enforcement officials and shall handle those disciplinary offenses without filing a law enforcement report.
3. The School Board shall provide the SRO of each school the following materials and facilities, which are deemed necessary to performance of the SRO duties:
 - a. Audio/video aids/equipment for classroom presentations.
 - b. A secure area for storage of equipment and communications.
 - c. A dedicated air conditioned and properly lighted private office, with a desk, chair and telephone which may be used for general business purposes, as well as access to secretarial support.
4. Principals shall ensure that all school personnel are properly informed as to their responsibilities regarding the reporting of crimes.
5. All law enforcement matters will be the sole jurisdiction and responsibility of the Sanibel Police Department, and the agency will record the dates and times when SROs check-in at their school and check-out and provide those records upon request.

ARTICLE IV

Financing of the School Resource Officer Program

State and matching local funds provided by the School Board for the term of this Agreement for the cost of the School Resource Officer services listed in this Agreement shall be paid to the City of Sanibel upon receipt of said State funds.

The School Board agrees to contribute a total of \$50,000 to the support of the City's School Resource Officer Program for the twelve (12) month period from August 1, 2022 to July 31, 2023.

ARTICLE V

Employment Status of School Resource Officers

School Resource Officers shall remain employees of the Sanibel Police Department and shall not be employees of the School Board of Lee County. The School Board and the City acknowledge that the School Resource Officers are police officers, who shall uphold the law under the direct supervision and control of the City of Sanibel. School Resource Officers shall remain responsive to the chain of command of the Sanibel Police Department. School Resource Officers serve to assist the principals, and other members of the school community. The SRO or a temporary replacement must always be present on the school campus, during the above-specified school hours.

ARTICLE VI

Appointment of School Resource Officers

The Chief will maintain the responsibility for the recruitment, interviewing, and evaluation of the School Resource Officer.

SRO applicants must meet the following requirements:

1. The applicant should be a volunteer for the position of School Resource Officer.
2. The applicant should be an experienced Officer with a minimum of three (3) years of law enforcement experience and must be a State Certified Law Enforcement Officer.
3. It is desirable that the applicant possess a bachelor's degree from an accredited college or university.
4. The SRO will obtain an SRO Certificate after appointment.
5. All SROs must maintain all statutorily required experience, background screening and training.
6. The School District will be notified within 72 hours of the dismissal of an SRO for misconduct or when an SRO discharges a firearm in exercise of duties.

ARTICLE VII

Dismissal of School Resource Officer; Replacement

- A. Upon request, the SRO supervisor will arrange a meeting to discuss concerns regarding the SROs performance or responsibilities.
- B. In the event of the resignation, dismissal, reassignment or absence by an SRO, the Chief shall provide an immediate replacement SRO.

ARTICLE VIII

Termination of Agreement

This Agreement may be terminated by either party upon ninety (90) days' written notification that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon one hundred eighty (180) days' written notification. Termination of this Agreement may only be accomplished, as provided herein. In the event this Agreement is terminated, compensation will be made to the City/Sheriff for all services performed to date of termination. The School Board shall be entitled a pro-rated refund for that period of time when SRO services are not provided because of termination of this Agreement.

ARTICLE IX

Notices

Any and all notices, or any other communication herein required, or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid, and addressed as follows:

To the School Board: Kenneth A. Savage, Ed.D.
Superintendent
The School District of Lee County
2855 Colonial Blvd.
Fort Myers, Florida 33966

With copy to: Office of Legal Services
School Board Attorney
2855 Colonial Boulevard
Fort Myers, Florida 33966

To City: Chief William F. Dalton
Chief of Police
Sanibel Police Department
800 Dunlop Road
Sanibel, Florida 33957

ARTICLE X

Good Faith

The School Board, the City, 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 negotiation between the Superintendent and the City, or their respective designees.

ARTICLE XI

Modification

This document constitutes the full understanding of the parties, and no terms, conditions, understandings, or agreement purporting to modify or vary the terms of this document shall be binding unless hereinafter made in writing and signed by both parties.

ARTICLE XII

Entire Agreement

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

ARTICLE XIII

SRO Advisory Committee

The Law Enforcement - Education Committee, composed of the head law enforcement officers of each of the law enforcement agencies or their designee participating in the SRO Program, the Superintendent or his designee, and District Officials, will be responsible for overseeing the terms of this Agreement.

ARTICLE XIV

Indemnification

Each party agrees to be liable for all claims, suits, damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of its own agents, subcontractors, and employees, in this course of the operation of this contract.

Nothing herein contained is intended to serve as a waiver of sovereign immunity by either party. Nothing herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement.

ARTICLE XV

SROs shall serve as “law enforcement units” within the meaning of 34 CFR § 99.8 (a)(1)(i) – (iii) and have a legitimate educational interest in the information contained in student “education records” within the meaning of 20 U.S.C. §1232g(a)(4), and as provided for by F.S. §1002.221 (2)(b).

ARTICLE XVI

Public Records

Unless records are confidential and exempt pursuant to applicable privacy laws, SPD is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this Agreement and will specifically:

- a. Keep and maintain public records required by the Board to perform the service.
- b. Upon request from the Board’s custodian of public records, provide the 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 the Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that 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 Board.
- d. Upon completion of the contract, with regard to records which were kept or maintained to perform service under this Agreement, SPD shall either (a) transfer, at no cost to the Board, all public records in possession of SPD; or (b) keep and maintain such public records. If SPD transfers public records to the Board upon completion of the contract, SPD shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SPD keeps and maintains public records upon completion of the contract, SPD shall meet all applicable statutory requirements for retaining public records. All records stored electronically must be provided to the Board, upon request of the Board’s custodian of public records, in a format that is compatible with the information technology systems of the Board.
- e. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-461-8420, PublicRecords@leeschools.net OR BY MAIL: Lee County School Board – Public Information Coordinator, 2855 Colonial Blvd., Fort Myers, FL 33966.**

ARTICLE XVII

Jurisdiction

If any of these terms shall be deemed invalid by a Court of competent jurisdiction, the remaining terms of this Agreement shall remain enforceable. The venue for any dispute arising from this Agreement shall be Lee County, Florida.

ARTICLE XVIII

Force Majeure

Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (“Force Majeure Event”), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the delayed cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

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

THE SCHOOL BOARD OF LEE
COUNTY, FLORIDA

By: _____
Debbie Jordan, Chair

Signed, sealed and delivered in the presence
of:

THE CITY OF SANIBEL

By: _____
Holly D. Smith, Mayor

Signed, sealed and delivered in the
presence of:

Approved as to Form and Legal Sufficiency:

Kathy Dupuy-Bruno, Esq.
School Board Attorney and General Counsel

Approved as to Form:

City Attorney

