

**AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE  
COUNTY, FLORIDA, AND THE Town of Howey in the Hills,  
FLORIDA,  
FOR SCHOOL RESOURCE OFFICER PROGRAM  
[SUMMER PROGRAM]**

This **AGREEMENT** is entered into by and between Town of Howey in the Hills, a Florida municipal corporation, hereinafter referred to as "LAW ENFORCEMENT AGENCY" and the **School Board of Lake County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as "SCHOOL BOARD".

**WITNESSETH:**

**WHEREAS**, the SCHOOL BOARD is seeking School Resource Officers (SROs) for its Summer programs at Lake Hills School to interact with students during the class schedule and provide additional security to students, school personnel, the school community and school property; and

**WHEREAS**, the LAW ENFORCEMENT AGENCY is willing to place a Town of Howey in the Hills Police Officer at Lake Hills School for the purpose of carrying out the Summer programs;

**NOW, THEREFORE**, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide 1 (one) sworn Town of Howey in the Hills Police Officer(s) who is certified pursuant to Section 943.10(1) *Florida Statutes* to the SCHOOL BOARD to act as SROs at the Lake Hills School under the terms and conditions of this Agreement.

1. Term of Agreement. The term of this Agreement shall be for the Summer term, from the 29<sup>th</sup> day of May 2019 through the 9<sup>th</sup> day of August 2019.

2. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO at Lake Hills School. The SRO shall interact with students and provide security at the Lake Hills School. In addition, the SROs shall have the duties and responsibilities listed in Exhibit "A" attached hereto.

3. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the SCHOOL BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes* regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY's failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes. The LAW ENFORCEMENT AGENCY to the SCHOOL BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, the LAW ENFORCEMENT AGENCY shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of \$300,000.00. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

4. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SRO will be assigned under this Agreement. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SRO to the school principal of the designated elementary school.

In the event that 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 shall notify the SRO in writing. If the situation is not corrected within three (3) working days, the principal shall contact the SRO's immediate supervisor and the Superintendent's designee in writing and provide a copy of said notice to each of them. If the situation is not resolved to the mutual satisfaction of both the SRO's immediate supervisor and the Superintendent's designee 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 shall recommend to the Superintendent that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Superintendent, or his/her designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the 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 and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate action.

5. Dismissal/Replacement/Absence.

The LAW ENFORCEMENT AGENCY may dismiss or reassign the SRO with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a replacement for the SRO.

6. Leave/Coverage.

The Chief of Police or another designated scheduling officer will provide vacations, sick leaves, and other leaves of absence for the SRO. The SRO will communicate approved vacation, sick leaves, trainings or any other leave that impacts SRO presence in schools with the SCHOOL BOARD'S Safety and Security Specialist. LAW ENFORCEMENT AGENCY shall provide coverage of an SRO during any time in which the SRO will be off campus of the school to include, but not be limited to vacations, sick leaves, other leaves of absence or due to other related assignments.

7. Hours of Assignment. The SRO will be stationed at Lake Hills School for 48 hours per two-week period, from 8 a.m. – 4 p.m. Monday – Wednesday the entire month of June as assigned and scheduled by the respective school principal and as approved by the LAW ENFORCEMENT AGENCY.

8. Additional Hours of Assignment. Additional hours of assignment during a two-week pay period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school principal. If the additional hours worked require that overtime be paid to the SROs, the SCHOOL BOARD will reimburse the LAW ENFORCEMENT AGENCY for overtime paid at the SRO's existing pay rate.

9. Off Campus Assignments. Upon the request of the respective school principal

and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

10. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the designated elementary school to respond to emergency situations as determined in the sole judgement and discretion of the LAW ENFORCEMENT AGENCY.

11. Supervising Authority. During the term of this Agreement, the SRO assigned shall remain City employees under the authority of the chain of command of the LAW ENFORCEMENT AGENCY and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY and the City. The SRO will report to their respective school principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day for up to eighty (80) hours for each officer per two-week period. The SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

12. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to the SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

13. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.

14. Compensation. The SCHOOL BOARD will pay Town of Howey in the Hills the sum of twenty three dollars and forty two cents (\$23.42) per hour for services of the one (1) SROs for term of this Agreement. Such compensation shall be invoiced to SCHOOL BOARD by the Town of Howey in the Hills on or after August 9, 2019. The invoices shall be paid by the SCHOOL BOARD within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then Town of Howey in the Hills agrees that the SCHOOL BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

15. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

SCHOOL BOARD: Superintendent of Schools  
School Board of Lake County  
201 West Burleigh Boulevard  
Tavares, FL 32778

LAW ENFORCEMENT AGENCY: Chief of Police  
111 North Palm Ave  
Howey in the Hills, FL 34737

Upon termination pursuant to this subsection, payment will be made by the SCHOOL BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

16. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the School Board of Lake County, Florida and the Juanita Plouffe on this day 26<sup>th</sup> of August, 2019.  
in the Hills

Attest: [Signature]  
By: Diane Rornegay

Approved: AS TO FORM: [Signature]  
School Board Attorney

THE SCHOOL BOARD OF LAKE COUNTY,  
FLORIDA

By: Sandy Gamble  
Sandy Gamble, Chairperson

Date: 8-26-19

Attest: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Approved: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

## EXHIBIT "A"

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with LAW ENFORCEMENT AGENCY'S standard operating procedures.
2. The SROs shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SROs shall also assist in the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as Town of Howey in the Hills Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment, however activities conducted by the SROs which are part of the regular school instruction program shall be under the direction of the principal or his/her designee.
6. Each SRO shall be at his/her school during normal school hours of operation. During times that the SROs are unable to be on campus or need to leave campus, those times will be coordinated with the principal or his/her designee and each SRO's supervisor.
7. The SROs shall perform such duties as directed by his/her agency. The principal or his designee shall advise the Officers' supervisor of the school's calendar.
8. The SROs may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation



of the school or the rights of the individual students.

9. All student record information will be maintained in accordance with the provisions of Florida Statutes and FERPA.

10. The SROs shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SROs are in attendance. The SROs will not be assigned to a permanent school related duty post so as not to establish predictable patterns.

11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SROs shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SROs and the designated school principal. While school is in session, the SROs shall be present on and around the school campus except as permitted in paragraph 5 of this Exhibit A.

12. The SROs will serve as a referral resource for students, faculty and parents to community agencies.

13. The SROs will serve as a Law Enforcement resource to school administration and the district manager of security services.

14. The SROs shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.

15. The SROs will coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.

16. The SROs shall attend meetings of school faculty and requested administrative

meetings during school hours on a regular basis.

17. The SROs shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SROs for any violations of the law, and the SROs shall determine whether law enforcement action is appropriate.

18. The SROs shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SROs shall 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 SROs may do so under the authority of law. Whenever practical, the SROs shall advise the principal before requesting additional law enforcement assistance on campus.

19. The SROs shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.

20. The SROs shall maintain detailed accurate records of his/her activities, and provide a written monthly report to the LAW ENFORCEMENT AGENCY who shall provide such information to the Safe Schools Department of the SCHOOL BOARD.

21. The SROs and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations and/or powers.

22. The SROs shall work with the school administration when determining whether an arrest should be made, or if there is an alternative solution to the incident which would still be

in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations or powers.

23. The SROs shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.

24. The SROs shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.