

LAW ENFORCEMENT SERVICE AGREEMENT
SCHOOL DISTRICT OF JACKSON COUNTY
CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this 1st day of July 2024, through June 30, 2025, between Donald L. Edenfield, as Sheriff of Jackson County, Florida hereinafter referred to as the Sheriff and the School Board of Jackson County, hereinafter referred to as the School Board.

WITNESSETH

WHEREAS, pursuant to Section 1006.12, F.S., the School District is required to arrange to have a safe-school officer at each of the School District's school facilities ("school") starting with the 2018-19 school year; and

WHEREAS, pursuant to Section 1006.12(1), F.S., the School District is authorized to enter into a cooperative agreement with the Sheriff in order to provide school resource deputies ("SRDs") at each of its schools; and

WHEREAS, the School District and the Sheriff have a well-established and long-standing relationship to provide SRDs at the School District's schools; and

WHEREAS, the School District and the Sheriff recognize the proven, outstanding benefits of having SRDs at the School District's schools and the benefits that such a program provides to the citizens of Jackson County, Florida, and particularly to the students and staff at the schools where SRDs are assigned; and

WHEREAS, it is in the best interest of the School District, the Sheriff, and the citizens of Jackson County for the School District to enter into an agreement with the Sheriff to be the exclusive provider of an "SRD Program", as more fully described herein, for the School District's schools.

WHEREAS, the School Board is desirous of contracting with the Sheriff for the performance of law enforcement within Jackson County Schools and the Sheriff is agreeable to rendering these services, on the terms and conditions hereafter set forth:

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

I. STAFFING AND FUNDING

A. School Resource Deputies ("SRDs").

The Sheriff shall provide fifteen (15) SRDs to work within the Schools of Jackson County. Each Deputy will have met the School Resource Deputy State Training Requirements and be Law Enforcement certified by the State of Florida. The Sheriff will assign 14 of the SRDs to a School within Jackson County; the School Resource Deputy Supervisor will not be assigned to a particular school but will have office space available to him at one of the Marianna schools. The SRDs will answer to a supervisor assigned over the School Resource Deputy

Program. The Uniform Patrol Captain will be the School Resource Deputy Supervisor's direct Supervisor and will track the performance of each School Resource Deputy. The Uniform Patrol Captain and the School Resource Deputy Supervisor will work with each Principal as to the scheduling of the Deputies and resolution of any problems that may arise between the Principal and the School Resource Deputy.

The rendition of the above services and standards of performance, the discipline and other matters incident to the performance of the Deputies, and the control of personnel employed shall be by the Sheriff. In the event of a dispute between the above parties of this agreement, as to the extent of the duties and functions rendered hereunder, the Sheriff will make the final determinations.

Sign in/out logs, including time in/out, are required by the School Board in order to ensure that contracted days are covered. There shall be a sign in/out log provided by the School Board at each location. These logs are to be completed daily.

When a regularly scheduled Deputy takes off, the School Resource Deputy Supervisor will assign another Deputy to work.

B. Financial Management

1. The School Board agrees to pay the Jackson County Sheriff's Office \$1,117,009.80 for the above services, in the manner and amount specified, as exhibited in Attachment A for fifteen (15) deputies. The Sheriff's Office Finance Director shall submit a monthly requisition to the School Board no later than the 3rd of every month to receive payment. Payment shall be made in accordance with Attachment A by the 10th of every month.
2. Any extra curricula activities outside the normal school hours will be paid as "Special Detail Pay" to the School Resource Deputy by the Sheriff at the respective time and a half rate not to exceed \$35.00 per hour, plus applicable benefits. The Sheriff shall invoice the School Board for reimbursement of the services monthly.
 - a. All Special Details will be coordinated with the School Resource Deputy Supervisor or his designee at the request of the school principal or district administrator.
3. The School Board account shall remain open in the Sheriff's Office Accounting Program for approximately 30 days after June 30 to allow for the processing of payrolls, invoices, etc. The account shall reconcile to zero at the close of the contract period.

If the account has a positive balance, the Sheriff's Office is responsible for issuing a check to the School Board to zero the account by August 1st. Any costs exceeding the contract amount, as exhibited in Attachment A, shall be brought before the Jackson County School Board for approval.

II. GENERAL OPERATION AND MANAGEMENT

- A. The School District will work cooperatively with the Sheriff in the operation of the SRD Program.
- B. School Contact Person: The School District's Director of Safety and Security shall be the primary School District contact for the SRD Program. The principal or their designee shall be the contact person at each school.
- C. Overall Program Coordination and Oversight: The Sheriff will coordinate and oversee all aspects of the SRD Program.
- D. Off Campus Training: It is understood that in order to maintain the high standards of professionalism required of SRDs, the regularly assigned SRD at a school may and will be off campus at various times to attend mandatory training. Among the topics covered will be training on the appropriate response when dealing with students with a disability. However, at no time will a school be without an SRD or other sheriff deputy on campus.
- E. Resignation, Dismissal, or Reassignment: The Sheriff may dismiss or reassign an SRD based on violation of department rules, regulations, or department orders, or when it is in the best interest of the people of Jackson County. An SRD may be reassigned during the course of this Agreement at the Sheriff's discretion, with input sought from the School District's Director of Safety and Security, the Principal of the affected school, and the Superintendent of Schools. The Sheriff will submit in writing to the School District anytime an SRD is dismissed or reassigned.
- F. Reports:
 - 1. Significant criminal activity or other safety or security related issues shall be forwarded to the School District's Director of Safety and Security.
 - 2. The School District's Director of Safety and Security shall forward any criminal activity or other safety or security related issues to the SRD Supervisor.
 - 3. The School Resource Unit will maintain a statistical database of activities performed by the SRD. This information will be kept year to date by the individual school SRD. 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 of Safety and Security via e-mail.
 - 4. The School Resource Unit will provide the Director of Safety and Security a current School Resource Section Assignment Roster upon request.

H. Regular Duty Hours of SRDs: Each school shall be assigned at least one SRD on a full-time basis during those days that the school is in regular session and while students are in regular attendance (bell to bell). SRDs shall cover all summer educational programs that are held on any Jackson County School District property.

I. Regular Duties of SRDs:

1. The SRD is first and foremost a law enforcement officer. The SRD 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 where the welfare and safety of students, and staff is threatened. The SRDs shall conduct themselves as follows:

a. The SRD shall take law enforcement action as required. As soon as practicable, the SRD shall make the principal aware of such action. At the principal's request, the SRD 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 SRD may do so under the authority of law.

(1) The SRD will in no way be hindered in making an arrest or conducting a criminal investigation.

(2) In the event of a trespasser or other crime on campus, the SRD shall be notified immediately, and at the discretion of the principal, a staff member may accompany or meet the SRD at the location of the incident.

b. The SRD shall give assistance to other police officers and deputy Sheriff's in matters regarding the SRDs school assignment, whenever necessary.

c. Should it become necessary to conduct formal law enforcement interviews with students, the SRD shall adhere to state statute, law enforcement policy, and legal requirements with regard to such interviews.

d. The SRD shall not act as a school disciplinarian, as disciplining students is solely a school responsibility. However, the SRD shall be notified anytime an administrator is called to a classroom or involved in an incident that may have criminal implications. If the incident is of a school discipline nature, the SRD will not become involved. If the incident is criminal in nature, the SRD will take the appropriate action.

e. SRDs may make warrant arrests on campus. In executing a warrant arrest, at the discretion of the SRD Supervisor, a school staff member may pick up the student

and take them to the principal's or SRDs office (unless there is cause to believe the student is or will be violent or an escape risk). The arrest should take place in an office, and the SRD shall handcuff the student per the Sheriff's policy.

- f. The SRD 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 SRD shall, whenever possible, notify the principal or principal's designee when arriving or departing campus but otherwise shall move freely on campus throughout the entire school day. The aforementioned movement prohibits students from predicting the SRDs location which is a recognized crime prevention practice.
 - h. The SRD 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 SRD or Sheriff's deputy on campus.
 - i. The SRD shall wear the standard Sheriff's Office uniform except when approved by the SRD supervisor for special occasions.
 - j. The SRD 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 SRD 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 SRD 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.
 - l. In accordance with Ch. 119, F. S., any reports available thereunder shall be made available to the principal, principal's designee, or the School District's Director of Safety and Security upon request.
 - m. The SRD shall maintain the confidentiality of student records accessed in the course of the SRDs duties as required in School Board policy.
2. In addition to law enforcement duties, the SRD will serve as an instructor. It is understood that the SRDs instructional responsibilities are second only to those of a law enforcement officer. SRDs will provide instruction in the various aspects of law enforcement education to students. The instruction shall be approved by the Sheriff and the Superintendent.
3. The SRD will 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 Chapter 39, Florida Statutes, shall not be disclosed except as provided by law or court order.

III. SCHOOL DISTRICT'S RIGHTS AND DUTIES

- A. The School District will work cooperatively with the Sheriff in the operation of the SRD Program, and it shall be understood that the Sheriff's program guidelines will be followed by any agency participating in the SRD Program.
- B. The School District shall provide adequate office space for the performance of the duties of the SRD Program.
- C. 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 SRD 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 criminal implications or present a situation which may threaten life or property the SRD shall be immediately notified. If at any time a parent or other citizen reports an incident to a staff or faculty member that may have criminal implications, the SRD shall be immediately notified. The SRD will in turn notify the principal or the principal's designee in accordance with this Agreement.
- D. The School District shall encourage principals to make provision for the accomplishment of the SRD's regular duties as an instructor.
- E. The School District shall encourage students, parents, and faculty members to schedule a conference with the SRD to assist them with problems of a law enforcement or crime prevention nature.
- F. For the purposes of community partnership and outreach, the School District agrees to provide, at no additional charge, school sites for the purpose of SRD-run summer camps as available and per school board policy.

IV. EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICERS

- A. SRDs 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 SRDs 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 Sheriff's assigned to the SRD Program including all control, direction, and supervision.

V. DISMISSAL OF SRD, GRIEVANCE, AND REPLACEMENT

- A. The Sheriff, or his designee, may dismiss or reassign any deputy sheriff appointed by the Sheriff to act as an SRD based upon what the Sheriff believes is in the best interest of the people in Jackson County. The Sheriff will notify the School District in writing any SRD dismissals or reassignments.

- B. In the event that the District's Director of Safety and Security feels that a particular SRD is not effectively performing the SRDs duties and responsibilities, the District's Director of Safety and Security, the Superintendent, and the SRD Supervisor will meet to discuss. If the Superintendent wishes for the SRD to be removed from the program at the school, he shall state the reasons in writing.
- C. Should the SRD feel that the SRDs duties and responsibilities are being hindered or compromised by the principal, the SRD shall immediately advise the SRDs supervisor in writing. In turn, the supervisor shall notify the School District's Director of Safety and Security and Superintendent.
- D. The Superintendent and the Sheriff, or their designees, may meet with the SRD 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 SRD is assigned may be required to be present.
- E. If an event as described in Section V.B. or C. occurs, the Sheriff and the Superintendent shall each provide to the other copies of all reports, statements, and other materials prepared in response to the event.
- F. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, then the SRD may be removed or reassigned at the Sheriff's discretion.

VI. MISCELLANEOUS

- A. Authority. Nothing contained herein shall be construed to modify Section 1001.33, F.S., and the schools shall remain under the control of the principal, who under Section 1012.28, F.S., is responsible for the supervision and management of the school and property. The SRD may take whatever steps the SRD 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 SRD 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. Termination of Agreement. This Agreement may only be terminated prior to the Agreement's expiration date by a party upon at least six (6) months 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 thirty (30) days in which to cure the breach or the non-breaching party can terminate this Agreement and pursue all available legal and equitable remedies.
- D. 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.
- E. Modification. This Agreement constitutes the full understanding of the parties, and no term, condition, understanding, or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by the parties.

- F. 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.
- G. Term. This Agreement has a beginning date of **July 1, 2024**, and will continue until **June 30, 2025**.
- H. Merger. This Agreement constitutes a final written expression of all of the terms of this Agreement and is a complete and exclusive statement of the terms.
- I. Non-Appropriation. The School District's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the School District and the availability of funds to pay for the services in this Agreement. The School District shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not appropriated or available for this Agreement and this Agreement is terminated, such action will not constitute a default by the School District. The Sheriff will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, the School District shall remain obligated to pay for all services fulfilled by the Sheriff prior to the termination notice.
- J. Entire Agreement. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof. There are no promises, representations, or warranties with respect to the subject matter hereof or the parties' dealings with each other on this or any other matter, except as set forth herein. Nothing herein shall be deemed to have waived any sovereign or other immunity from liability of the Sheriff or of the contacting body or their employees and agents. There are no intended beneficiaries of this agreement, other than the named parties herein. No other party shall be entitled to enforce any provision of this agreement.
- K. Documentation. The Sheriff will confirm in writing for audit documentation purposes the following requirements shall be met for all SRDs that are working within the Jackson County School District: 1006.12 (a) School resource officers shall undergo criminal background checks, drug testing, and a psychological evaluation and be certified law enforcement officers, as defined in s. 943.10(1), who are employed by a law enforcement agency as defined in s. 943.10(4). The powers and duties of a law enforcement officer shall continue throughout the employee's tenure as a school resource officer. (b) School resource officers 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. (c) Complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention.

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

Steve Benton, Superintendent
Jackson County School Board

Date: _____

Attest: _____

Donald L. Edenfield, Sheriff
Jackson County, Florida

Date: _____

Attest: _____

Tony Pumphrey, Chairman
Jackson County School Board

Date: _____

Attest: _____

Note: Signed originals to be provided to the Sheriff and School Board.

**JCSB
Fiscal Year 2024-25
Proposal B (15 SRD's)*
Salaries & Benefits**

5/24/2024

School Assignment	New Base	Total Salary	Fica/Med	Retirement	Total	Workers'			Grand Total
						Health Insurance	Health Equity	Comp	
Jackson Alternative	\$ 49,950.00	\$ 50,790.00	\$ 3,885.44	\$ 16,593.09	\$ 71,268.53	\$ 12,936.00	\$ 1,750.00	\$ 1,913.09	\$ 87,867.61
Lieutenant	64,950.00	68,670.00	5,253.26	22,434.49	96,357.74	12,936.00	1,750.00	2,487.59	113,531.33
Malone	49,950.00	49,950.00	3,821.18	16,318.67	70,089.84	12,936.00	1,750.00	1,913.09	86,688.93
Hope	49,950.00	50,190.00	3,839.54	10,605.15	64,634.68	12,936.00	1,750.00	1,913.09	81,233.77
Cottdale Elementary	49,950.00	50,430.00	3,857.90	16,475.48	70,763.38	12,936.00	1,750.00	1,913.09	87,362.46
MK8	49,950.00	50,190.00	3,839.54	16,397.07	70,426.61	12,936.00	1,750.00	1,913.09	87,025.69
SES	49,950.00	50,190.00	3,839.54	10,605.15	64,634.68	12,936.00	1,750.00	1,913.09	81,233.77
MHS	49,950.00	50,190.00	3,839.54	16,397.07	70,426.61	12,936.00	1,750.00	1,913.09	87,025.69
Grand Ridge	49,950.00	49,950.00	3,821.18	16,318.67	70,089.84	12,936.00	1,750.00	1,913.09	86,688.93
Sgt. MK8	55,950.00	56,190.00	4,298.54	18,357.27	78,845.81	12,936.00	1,750.00	2,142.89	95,674.69
Early Childhood/Adult Ed	49,950.00	49,950.00	3,821.18	16,318.67	70,089.84	12,936.00	1,750.00	1,913.09	86,688.93
Graceville	49,950.00	49,950.00	3,821.18	16,318.67	70,089.84	12,936.00	1,750.00	1,913.09	86,688.93
MHS	49,950.00	50,430.00	3,857.90	16,475.48	70,763.38	12,936.00	1,750.00	1,913.09	87,362.46
Sneads High	49,950.00	51,150.00	3,912.98	16,710.71	71,773.68	12,936.00	1,750.00	1,913.09	88,372.77
Cottdale High	49,950.00	49,950.00	3,821.18	16,318.67	70,089.84	12,936.00	1,750.00	1,913.09	86,688.93
	<u>\$ 770,250.00</u>	<u>\$ 778,170.00</u>	<u>\$ 59,530.01</u>	<u>\$ 242,644.29</u>	<u>1,080,344.29</u>	<u>194,040.00</u>	<u>\$ 26,250.00</u>	<u>\$ 29,500.58</u>	<u>\$ 1,330,134.87</u>

Prior Year JCSB Funding	\$ 1,035,818.10
Reductions for 24-25:	
Remove One (1) SRD with Benefits	(63,000.00) *
Additions for 24-25:	
Salary Increase	24,750.00
FICA/Med	1,893.38
Retirement	8,085.83
Total Additions 24-25	<u>34,729.20</u>
Total JCSB Request	<u>\$ 1,007,547.30</u>

* Note: This proposal is less one SRD from MK8.

**JCSB Contract
Fiscal Year 2024-25
Proposal B (15 SRD's)***

Operating Expense

	<u>Unit Cost</u>	<u># of Deputies</u>	<u>Frequency</u>	<u>Total</u>
Administrative Costs:				
Phone/Laptop Service	76.00	15	12	\$ 13,680.00
			Total Admin Costs	<u>13,680.00</u>
Insurance:				
Liability Ins	1,174.22	15		17,613.30
Vehicle Ins	850.78	15		12,761.70
			Total Insurance	<u>30,375.00</u>
Vehicle Expenses:				
Fuel				32,812.50
Vehicle Maintenance				18,750.00
				<u>51,562.50</u>
			Total Vehicle Expenses	
IT Support				
NetMotion	141.75	15		2,126.25
WatchGuard (Body Cam Storage)	781.25	15		11,718.75
			Total IT Support	<u>13,845.00</u>
Total Operating Expenses				<u>109,462.50</u>
Salaries & Benefits				<u>1,007,547.30</u>
Grand Total (Includes Salaries & Benefits with Op Exp)				<u>1,117,009.80</u>
Prior Year Contract				<u>1,229,992.65</u>
Over (Under) Prior year contract				<u>\$ (112,982.85)</u>

** Note: This proposal is less one SRD from MK8.*

JCSB Contract
2 year comparison
 Proposal B (15 SRD's)*

23-24

24-25

Operating Expenses

Assumes 15 SRD's (see note)*

	Unit Cost	# of Deputies	Frequency	Total	
Administrative Costs:					
Physicals	261.00	3		\$ 783.00	\$ -
Drug Screens	51.40	3		154.20	-
Credit Check	60.00	3		180.00	-
Psych Evals	160.00	3		480.00	-
Phone/Laptop Service	76.00	16	12	14,592.00	13,680.00
Access Cards	10.00	3		30.00	-
			Total Admin Costs	16,219.20	13,680.00
Training:					
FASRO/Other	400.00	16		6,400.00	-
Per Diem	240.00	16		3,840.00	-
Hotel	150.00	16		2,400.00	-
			Total Training	12,640.00	-
Insurance:					
Liability Ins	1,174.22	16		18,787.52	17,613.30
Vehicle Ins	850.78	16		13,612.48	12,761.70
			Total Insurance	32,400.00	30,375.00
Vehicle Expenses:					
Fuel	2,823.53	16	-	45,176.47	32,812.50
Oil Change (3)	50.00	16	3	2,400.00	-
Tires	430.00	8	-	3,440.00	-
Vehicle Maintenance				20,000.00	18,750.00
			Total Vehicle Expenses	71,016.47	51,562.50
IT Support					
NetMotion	141.75	16	-	2,268.00	2,126.25
PowerDMS	31.25	16	-	500.00	-
WatchGuard (Body Cam Sto	50.00	16	12	9,600.00	11,718.75
Inspired Technologies	237.14	16	12	45,530.88	-
			Total IT Support	57,898.88	13,845.00
Ammunition	250.00	16		4,000.00	-
Total Operating Expenses				194,174.55	109,462.50
Salaries & Benefits				1,035,818.10	1,007,547.30
Grand Total (Includes Salaries & Benefits with Op Exp)				1,229,992.65	1,117,009.80
23-24 Contract Funding					1,229,992.65
Over (Under) Prior year contract					\$ (112,982.85)

* Note: This proposal is less one SRD from MK8.