

## Royal, Tammy

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**From:** munis@hernandosheriff.org  
**Sent:** Wednesday, June 29, 2022 4:00 PM  
**To:** Royal, Tammy  
**Subject:** Pending contract notification

You are being notified that:

User pmiller generated contract 22048 with a description of AGREEMENT FOR SCHOOL RESOURCE OFFICERS for department 3844 for 0.03.

Pending Action Approver: troyal  
Approval Type: AMT

This is a Munis system generated message. Please do not reply to this unmonitored mailbox.

# HCSO CONTRACT REVIEW SUMMARY

All contracts, agreements and memorandums of understanding must be reviewed, analyzed, appropriate fields completed and recommended for approval prior to submission to the Sheriff for execution.

**CONTRACT**

**AGREEMENT**

**MOU**

**RECEIVED**  
 **OTHER**  
MAY 31 2022

## BUREAU:

**STAFF**

**ADMINISTRATIVE SERVICES**

**JUDICIAL**

**LAW ENFORCEMENT**

Contract/Agreement Title: School Resource Officers

MUNIS Generated Contract #: 22048

Date Submitted: 06/01/2022

Submitted By (Originator): Lt. William Power

Contract/Agreement Term: 3 Years

Start Date: 07/01/2022

End Date: 06/30/2025

If this is **NEW**:

Cost per Year: \$ \_\_\_\_\_

Revenue per Year: \$ \_\_\_\_\_

If this is a **RENEWAL**:

Revenue per Year 2022-2023: \$2,406,469 Revenue per Year 2023-2024: \$2,569,900

Revenue per Year 2024-2025: \$2,743,658 *Note: These are paid to the BOCC*

Increase or Decrease from Previous Year(s): See contract addendums for details

Change in content?  Yes  No, there is no change in content

If there is any change in content, cost or revenue from previous contract, provide analysis/explanation below.

Purpose: Provide SRO coverage at all public schools, one float deputy, one float corporal, two sergeants, and one lieutenant

Analysis (include budget impact, reason for changes): Updated in this contract is the added lieutenant position. In addition, the contract is for three (3) years, to include annual wage increases and updated percentage of the salary for the lieutenant position.

Authorized Signatory:  Sheriff  Sheriff's Designee  Other HCSO Counsel

Purchase/Check Request attached?  YES  NO When approved, route to: \_\_\_\_\_

## OUTSIDE ENTITY:

Entity: Hernando County School Board Point of Contact Name/Title: Jill Renihan

Best Contact (e-mail/phone/mail): 352-584-0833

## Bureau Point of Contact:

Entered in MUNIS ✓ 5/27/22 @ Info entered on Spreadsheet Yes @

Delivered to Tammy Royal ✓ 5/27/22 @ Signed copy sent to outside entity \_\_\_\_\_

Expiration date noted Yes

## **SCHOOL RESOURCE OFFICER AGREEMENT**

This agreement made and entered into by and between the **School Board of Hernando County, Florida**, (herein referred to as the School Board) and the **Hernando County Sheriff's Office**, (herein referred to as the Sheriff's Office). The School Board and Sheriff's Office may collectively be referred to as the "Parties" from time to time in the agreement.

**WHEREAS** this agreement is to continue the School Resource Officer (SRO) Program in Hernando County Schools; and

**WHEREAS** the School Board and Sheriff's Office recognize the potential outstanding benefits associated with School Resource Officer ("SRO") program to the citizens of Hernando County, Florida and particularly to the students of the public school system of Hernando County, Florida; and

**WHEREAS** the School Board and Sheriff's Office desire to provide law enforcement services to the public schools of Hernando County, Florida, as provided for herein; and

**WHEREAS** the School Board and Sheriff's Office recognize that under this agreement, the parties are seeking to describe the general expectation for the level of service contemplated by this agreement, that a SRO will be on site at the identified schools during hours and/or that students are present at the school. In the event that staffing or personnel needs of the Sheriff's office materially reduce this level of service, the parties agree to negotiate a mechanism for adjustments. **WHEREAS** the School Board and Sheriff's Office recognize the benefits of a long-term agreement, relationship and collaborative efforts in providing trained deputy sheriffs to carry out the aims of this agreement.

**WHEREAS** the School Board and Sheriff's Office in signing this agreement and related exhibits or addendums covenant to bargain in good faith to maintain this contractual relationship and agree to continue to do so in the course of their dealings.

**NOW, THEREFORE**, the parties, intending to be legally bound to the terms of this agreement, stipulate and agree as follows:

### **ARTICLE I RECITALS**

Each of the recitals set forth above are true and accurate in all material respects, and are adopted and incorporated herein, in these words.

## **ARTICLE II APPOINTMENT AND DUTIES OF THE SRO**

**SRO Assignment.** The Sheriff's Office will provide one regularly employed assigned deputy sheriff having the State of Florida basic SRO certification to serve as the School Resource Officer (SRO) at each school listed in **Exhibit A**. If the regularly assigned deputy does not have the aforementioned SRO certification upon commencement of this agreement, the Sheriff's Office will ensure that each regularly assigned deputy sheriff will use all reasonable efforts to attain SRO certification within 12 months of the commencement of this agreement.

**Relief Factor.** Two float SROs, in addition to individual school-assigned SROs as evidenced in **Exhibit A**, shall also be provided, subject to the same terms and conditions outlined herein, to act as relief should an SRO require leave from their assigned post. The positions, when possible, shall be staffed with senior SROs that shall be available to move among campuses, if not needed for relief, in an effort to mentor, interact with students and staff, or respond to schools if additional SRO presence is needed for any emergencies.

**Exhibit A** may be amended from time to time at the mutual consent of the parties to reflect necessary changes to **Exhibit A**; however, any such amendments must be in writing and signed by the parties or their respective designees. (For the purposes of this provision, the School Board authorizes the Superintendent to act as its designee.) Such amendments will be deemed an amendment to the Agreement when signed by both parties. Such amendment will not change any other term or condition of the Agreement.

**Hours.** Regular duty hours of School Resource Officer: Each SRO will be assigned to his/her school on a full-time basis of eight hours on those days that school is in session. The SRO may be temporarily reassigned during periods of an emergency upon mutual consent of the parties. The SRO will also participate in any pre-school or post-school activity that is appropriate and agreed upon by both parties. The parties agree that to the greatest extent possible all training and annual leave for assigned SRO officers will not be scheduled when school is in session. If SRO works more than 85 hours in a two-week pay period, due to late afternoon arrival of district transportation vehicles, he/she will be paid by the District at the additional duty rate of pay in hour increments for the number of whole and partial hours in quarter-hour increments beyond 85 hours. All requests for such additional pay will be presented to the Office of Safe Schools by the Sheriff or designee. Requests for such additional pay will be submitted during the two-week pay cycle which immediately follows the HCSO pay period in which the hours were accumulated.

**Duties of the School Resource Officer.** The duties of the SRO shall be as set forth herein and as specified in Section 1006.12 Florida Statutes. Any modifications to the duties of the SRO will be in writing after discussion between the Superintendent of the School Board, the Sheriff, or their respective designees.

**The School Resource Officer shall:**

1. Act as a resource in the area of law enforcement education at the request of the principal.
2. Advise faculty and staff concerning community agencies that offer assistance to youth and their families such as mental health clinics, drug treatment centers, Juvenile Justice, etc.
3. Conduct criminal investigations of violation of law on School Board property where the SRO is assigned.
4. Advise the principal of any law enforcement activity occurring at the school prior to implementation when it is possible to do so without interfering with an ongoing investigation.
5. Make arrests and referrals of criminal law violators when appropriate. The principal will be made aware of any arrest, as it relates to the school.
6. Appear at State Attorney's Office investigations, depositions, trials and sentencing.
7. Provide counseling to students at the request of the Principal or designee.
8. Assist School Board in recovering School Board property in cooperation with other police agencies.
9. Wear the official SRO uniform at all times on school property. School resource officers will be armed in compliance with Sheriff's Office policies and procedures.
10. Perform such other duties as directed by the Sheriff's Office consistent with the SRO Program, State and Federal law, and the policies and procedures of the Hernando County Sheriff's Office and the Hernando County School Board.
11. Respond to campus situations that pose a threat to the immediate physical safety of school staff or students and/or the destruction of property. The SRO will be a part of a threat assessment team pursuant to Section 1006.07(7), F.S., and as otherwise required/provided by law.
12. Assist the principal in developing plans, strategies, and training for staff and students to prevent and/or minimize dangerous situations.
13. Provide coverage for school wide events (e.g., open house, back to school nights, etc.). Extracurricular events during non-school session hours (e.g., sporting events, fine arts performances, etc.) shall be compensated according to off-duty pay schedule.
14. Provide summer coverage for not more than five (5) sites throughout the district according to the summer schedule - not to exceed 8 weeks, Monday through Thursday, maximum of 8 hours per day.

15 Adhere to any other Florida Administrative Rules required.

**The Sheriff or Designee shall:**

1. Provide to the Hernando County School District School Safety Specialist, as soon as practicable, information regarding the circumstances of disciplinary investigation and/or termination of any SRO so that the School Safety Specialist can report the information to Florida Department of Education Office of Safe Schools as required by law.
2. Cooperate with the School District in support, utilization and training of District-employed Guardians.

**Student Information.** The School Board and the Sheriff agree, pursuant to 1002.221 (2)(c), to share certain student education records and information in order to further the crime and delinquency prevention programs contemplated by this Agreement. The School Board agrees to provide student demographic information, enrollment data, current schedule, attendance and summary discipline information through its online student information system program to each School Resource Officer for students at the school where the Officer is assigned.

**ARTICLE III  
POLICIES**

The SROs shall be employees of the Sheriff's Office and shall be required to comply with all policies and General Directives of the Sheriff's Office. The SROs shall not be employees of the Board, but will comply with all School Board policies and procedures in all cases that do not conflict with law, Sheriff's Office policies, procedures or directives. In the event of any actual or perceived conflict, the individual will immediately bring the matter to the attention of his/her supervisor for resolution consistent with the terms of Article V of this agreement.

**ARTICLE IV  
PAYMENT AND PROVISION OF SRO**

The Sheriff's Office will provide deputy sheriff staff in accordance with Exhibit A, which will be reviewed and/or updated annually to reflect changes to the school district makeup.

The School Board will come to an agreement with the Hernando County Board of County Commissioners as to an appropriate reimbursement of costs payable by the School Board, associated with the SRO program. The Board will directly disperse agreed upon funding to the Board of County Commissioners in accordance with the Board of County Commissioners regular accounts payable procedures. The Sheriff's Office will submit a budget request, each year, which includes all the necessary positions outlined in Exhibit A for each year of this agreement. Future amounts for years two, three, and four shall be paid quarterly and remitted to the Hernando County Board of County Commissioners in accordance with the Hernando Board of County Commissioners' regular accounts payable procedures pursuant to the Board of County Commissioners and Hernando County School Board reimbursement or contribution agreement for SRO services.

No pro-rations or refunds will be due when the SRO is absent from a school site for any leave authorized by the Sheriff's Office as a replacement deputy shall be provided, except as specifically provided herein in the Notice and Termination section of Article X.

For each two-week period in which a float position is vacant, the quarterly payment will be reduced by an amount commensurate with the average cost of the position.

#### **ARTICLE V RESOLUTION OF DISPUTES/QUESTIONS**

The parties, their agents, and employees, will cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the School Superintendent and the Sheriff or their respective designees.

#### **ARTICLE VI TERM**

The term of this Agreement shall commence effective as of July 1, 2022 and continue through June 30, 2025. The Superintendent or their designee(s) is expressly authorized and empowered by the School Board to negotiate an expansion of the SRO agreement for this term and future terms of this agreement. Any subsequent increase in the annual cost of this agreement will be negotiated and documented through separate addenda to this agreement. The Superintendent or designee shall have authority on behalf of the School board to sign any monetary modifications pursuant to the terms of this agreement for years two and three of this agreement.

#### **ARTICLE VII EMERGENCY RESPONSE**

School personnel requests for law enforcement response to an emergency situation when an SRO is off-duty should be made by calling 911. Response to requests for emergency assistance may or may not include the assigned SRO.

#### **ARTICLE VIII MATERIALS AND FACILITIES**

The School Board shall provide to the SRO assigned to each school the following materials and facilities:

1. A private office, which is air conditioned and properly lighted, with a telephone to be used for general business purposes.
2. A location for files and records that can be locked and secured.
3. A desk with drawers, a chair, filing cabinet, computer, computer access, and office supplies (i.e., paper, pencil, pens, etc.).

## **ARTICLE IX PERFORMANCE REVIEW**

The principal of each school, or designee, will complete an appraisal at least twice annually with the Sheriff's Office designee concerning the performance and services provided by the assigned SRO. Principal or designee will share appraisal with School Safety Specialist upon completion. School Safety Specialist will share appraisals with Sheriff's designee twice annually.

## **ARTICLE X GENERAL**

**Authority.** Nothing contained herein shall be construed to modify Section 1001.33, F.S. and the schools shall remain under the control of the principals, who under Section 1012.28, F.S., is responsible for supervision and management of school and property. The SRO may take whatever steps the SRO deems appropriate in the event of criminal activity pursuant to normal law enforcement procedures. The SRO shall not be unlawfully impeded while in the performance of statutory duties or while in the investigation or prevention of crime.

**Sovereign Immunity.** Neither Party waives sovereign immunity by entering into this agreement and fully retains all immunities and defenses provided by law with respect to any claim or action based on or occurring as a result of this agreement. Nothing in this Agreement shall be construed in any way to waive rights or defenses of the Sheriff's Office and the School Board under Section 768.28, F.S., as it now exists or as it may be amended from time to time. Each Party shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture of employment between the Parties. Each Party shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder.

**Public Records Requirements.** The parties acknowledge that this agreement and any files, papers, materials, publications, presentations, electronic material, computer discs or information stored in any other data storage medium (hereafter "Documents") produced or developed during the performance of this agreement may be subject to the Public Records Act unless exempt under the Act or other controlling law, including but not limited to Section 1002.22 F.S., and 20 U.S.C. s. 1232g (FERPA) Notwithstanding any provision to the contrary within this Agreement and except only with regard to educational records to which it was granted access by another source, Sheriff shall fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, F.S.; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99); and any other state or federal law or regulation regarding their use and the confidentiality of student information and records. The parties agree that there shall be no redisclosure of such information unless authorized by law or consented to by an eligible student or the student's parent/guardian.

The School Board must contact the Hernando Sheriff's Office Public Records Custodian with any questions regarding School Board's duties to provide public records of the Hernando Sheriff's Office relating to this contract. The Hernando Sheriff's Office Public Records Custodian contact information for this contract is:

Lana Erickson  
Records Custodian  
Alvin D. Neinhuis, Sheriff  
18900 Cortez Blvd,  
Brooksville, FL 34601

The Sheriff's Office must contact the Hernando County School Board Records Custodian with any questions regarding the Sheriff's Office's Duties to provide public records of the School Board related to this contract. The School Board's Public Record Custodian contact information for this contract is:

Karen Jordan  
Public Information Officer  
919 North Broad Street  
Brooksville, FL 34601

**Funding.** Notwithstanding anything contained in the agreement to the contrary, this agreement is subject to funding availability and may be terminated if funding becomes unavailable. Each party shall make all reasonable efforts to provide adequate and reasonable advance written notice should to the extent a funding shortage becomes or is foreseeable.

**Notice and Termination.** The parties agree that this agreement may be terminated by either party upon one hundred, eighty (180) days advance written notice to the other party. Written notice shall be made via United States Certified Mail Return Receipt (green card, not electronic). In the event of such termination, services due under this agreement shall be provided, and all funds due for such services shall be paid through the effective date of termination. Notices shall be provided as follows:

In case of the Sheriff, to:

Hernando County Sheriff's Office:  
Alvin D. Neinhuis, II, Sheriff  
18900 Cortez Blvd,  
Brooksville, FL 34601

In case of the School Board, to:

Hernando County School Board:  
John Stratton, Superintendent  
919 North Broad Street  
Brooksville, FL 34601

With Copy to:

Dennis J. Alfonso, Esquire  
McClain, Alfonso, P.A.  
37908 Church Street  
Dade City, FL 33526-0004

**Non-Assignment.** This agreement, and each and every covenant herein, shall not be capable of assignment by any of the parties hereto, unless the express written consent of the School Board the Sheriff's Office is obtained.

**Governing Law.** All questions, issues or disputes arising out of or under this agreement, shall be governed by the laws of the State of Florida and the venue of any litigation shall be Hernando County, Florida.

**General.** The invalidity of any provision of this agreement or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this agreement. Whenever possible, each provision and term of this agreement will be interpreted in a manner to be effective and valid but if any provision or term of this agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of the agreement. If any action is commenced to construe or enforce the agreement or the rights and duties created hereunder, then the party prevailing in that action shall be entitled to recover its costs and fees incurred in enforcing any judgement entered herein. All disputes arising out of or in connection with the agreement shall be attempted to be settled through good-faith negotiation between the parties, followed, if necessary, within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Failing resolution through negotiation or mediation, either party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity.

**HERNANDO COUNTY  
SHERIFF'S OFFICE**

SIGNED BY:   
ALVIN D. NIENUIS, II  
SHERIFF, HERNANDO COUNTY

DATE: 6/30/22

**SCHOOL BOARD OF  
HERNANDO COUNTY, FLORIDA**

SIGNED BY:   
GUS GUADANINO  
SCHOOL BOARD CHAIR

Approved as to Form  
*Nancy McClain Alfonso*  
General Counsel, HCSB

DATE: 5/24/22

Approved as to form and legality,  
subject to execution.

SIGNED

BY: \_\_\_\_\_

MIKE PEACOCK  
COUNSEL TO HERNANDO COUNTY  
SHERIFF'S OFFICE

Approved as to form and legality,  
subject to execution.

SIGNED

BY: \_\_\_\_\_

DENNIS J. ALFONSO, ESQ.  
GENERAL COUNSEL TO SCHOOL BOARD

**EXHIBIT A**

**School Resource Officer Assignments**

- Two (2) SRO sergeants                      One (1) Float Deputy
- One Lieutenant\*                              One (1) Corporal Float
- One School Resource Officer assigned to each school listed below.
- Central High School                          Brooksville Elementary
- Hernando High School                      Chocachatti Elementary
- Nature Coast High School                  Deltona Elementary
- Springstead High School                  Eastside Elementary
- Delores S. Parrott Middle School        J.D. Floyd Elementary
- Explorer K8                                    Moton Elementary
- Fox Chapel Middle School                  Pine Grove Elementary
- Powell Middle School                      Spring Hill Elementary
- Challenger K8                                Suncoast Elementary
- West Hernando Middle School            Westside Elementary
- Endeavor Academy                         Weeki Wachee High School
- Winding Waters K-8

The annual payment for schools funded by the Hernando County School Board from July 1, 2022 through June 30, 2023 of this Agreement shall be an amount not to exceed \$2,406,469 (see Addendum A, and B for years Two and Three of the agreement) which sum shall be payable as invoiced by the Hernando County Commission, quarterly at the end of quarters 1-3 and midway through quarter 4 for the final quarter of each year.

\*Lieutenant's salary and benefits to be paid by the Hernando County School District at 50% for Year One, 75% for Year Two and 100% for Year Three of this agreement.

**HERNANDO COUNTY  
SHERIFF'S OFFICE**

**SCHOOL BOARD OF  
HERNANDO COUNTY, FLORIDA**

Initialed by: AM  
DATE: 6/30/22

Initialed by: ML                      Approved as to Form  
DATE: 5/24/22                      *Nancy McClain Alfonso*  
General Counsel, HCSB

**Addendum A**

**July 1, 2023- June 30, 2024**

A sum not to exceed \$2,569,900 which represents a five (5) percent increase in the total cost of the contract for SRO coverage (plus seventy-five percent (75%) of the assigned lieutenant's salary plus benefits) of Hernando County School District Schools shall be payable as invoiced by the Hernando County Commission, quarterly at the end of quarters 1-3 and midway through quarter 4 for the final quarter of the year.

**HERNANDO COUNTY  
SHERIFF'S OFFICE**

Initialed by: ERM

DATE: 6/30/22

**HERNANDO COUNTY  
SCHOOL BOARD**

Initialed by: EE

DATE: 5/24/22

Approved as to Form

*Nancy McClain Alfonso*


General Counsel, HCSB

**Addendum B**

**July 1, 2024 – June 30, 2025**

A sum of \$2,743,658 which represents a five (5) percent increase in the total cost of the contract for SRO (plus one hundred percent (100%) of the assigned lieutenant's salary plus benefits) coverage of Hernando County School District Schools shall be payable as invoiced by the Hernando County Commission, quarterly at the end of quarters 1-3 and midway through quarter 4 for the final quarter of the year.

**HERNANDO COUNTY  
SHERIFF'S OFFICE**

Initialed by: 

DATE: 6/30/22

**HERNANDO COUNTY  
SCHOOL BOARD**

Initialed by: 

DATE: 5/24/22

Approved as to Form

*Nancy McClain Alfonso*

General Counsel, HCSB