

RESOLUTION NO. 2018-245

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY, THE ST. JOHNS COUNTY SCHOOL BOARD, AND THE ST. JOHNS COUNTY SHERIFF AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, on March 9, 2018, the Marjory Stoneman Douglas High School Public Safety Act (the Act) was signed into law in order to improve school security and safety by addressing multiple areas of concern, including mental health, gun safety, and law enforcement; and

WHEREAS, the Act requires a security officer to be established or assigned to each public school in St. Johns County; and

WHEREAS, the School Board and the Sheriff have entered into agreements addressing the coordination and provision of the deputies ("Deputies") to the schools; and

WHEREAS, the June 12, 2018 Youth Resource Deputy Agreement between the School Board and the Sheriff ("June 12, 2018 Agreement") provides for 11 Deputies to be assigned to schools and for 4 Deputies for backfill at the assigned schools in the absence of assigned Deputies and for additional support at other schools; and

WHEREAS, in compliance with the requirements of the Act, the School Board intends to fund the placement of an additional 16 Youth Resource Deputies ("Additional Deputies") in St. Johns County schools; and

WHEREAS, the School Board and the Sheriff are entering into an Addendum to the June 12, 2018 Agreement for the Sheriff to provide the Additional Deputies, with 14 to be assigned to schools and 2 to provide supervisory and additional support to the program; and

WHEREAS, the Sheriff will incur capital costs in connection with the placement of the Deputies, including, but not limited to, the purchase of cars, vehicle equipment, uniforms, weapons, radios ("Capital Equipment"); and

WHEREAS, the County wishes to provide funds to the Sheriff for the acquisition and maintenance of the Capital Equipment in connection with the placement of the Additional Deputies; and

WHEREAS, for each fiscal year that this Agreement is in effect, the Sheriff shall identify funding needs associated with the Capital and shall submit a request for funding to the County as part of the County's budget process; and

WHEREAS, the coordination of the County, the School Board, and the Sheriff in this matter is in the best interests of the public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

Section 1. The above recitals are hereby incorporated into the body of this resolution and are adopted as findings of fact.

Section 2. The Board of County Commissioners approves the terms, provisions, conditions, and requirements of the attached Interlocal Agreement between St. Johns County, the St. Johns County School Board, and the St. Johns County Sheriff and authorizes the County Administrator to execute the Interlocal Agreement on behalf of St. Johns County substantially in the same form as attached hereto.

Section 3. The Board of County Commissioners approves a General Fund transfer in an amount not to exceed one million dollars (\$1,000,000.00) to provide funding to the Sheriff in the 2018-2019 fiscal year for the purpose of funding the capital needs associated with the placement of the Deputies;

Section 4. If there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

Section 5. This resolution shall be effective upon adoption by the Board of County Commissioners.

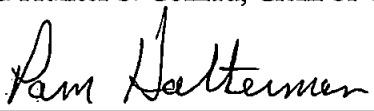
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7th day of August, 2018.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

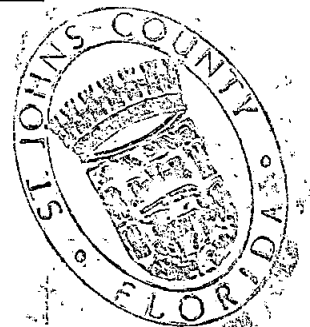
By:


Henry Dean, Chair

Attest: Hunter S. Conrad, Clerk of Court

By: 
Deputy Clerk

RENDITION DATE 8/9/18



**INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY,
THE ST. JOHNS COUNTY SCHOOL BOARD, AND THE
ST. JOHNS COUNTY SHERIFF**

This Interlocal Agreement is entered into this ____ day of _____, 2018 between St. Johns County (the County), a political subdivision of the state of Florida, the St. Johns County School Board (the School Board), and the St. Johns County Sheriff (the Sheriff) (collectively, the Parties).

Recitals

WHEREAS, on March 9, 2018; the Marjory Stoneman Douglas High School Public Safety Act (the Act) was signed into law in order to improve school security and safety by addressing multiple areas of concern, including mental health, gun safety, and law enforcement; and

WHEREAS, the Act requires a security officer to be established or assigned to each public school in St. Johns County; and

WHEREAS, the School Board and the Sheriff have entered into agreements addressing the coordination and provision of the deputies ("Deputies") to the schools; and

WHEREAS, the June 12, 2018 Youth Resource Deputy Agreement between the School Board and the Sheriff ("June 12, 2018 Agreement") provides for 11 Deputies to be assigned to schools and for 4 Deputies for backfill at the assigned schools in the absence of assigned Deputies and for additional support at other schools; and

WHEREAS, in compliance with the requirements of the Act, the School Board intends to fund the placement of an additional 16 Youth Resource Deputies ("Additional Deputies") in St. Johns County schools; and

WHEREAS, the School Board and the Sheriff are entering into an Addendum to the June 12, 2018 Agreement for the Sheriff to provide the Additional Deputies, with 14 to be assigned to schools and 2 to provide supervisory and additional support to the program; and

WHEREAS, the Sheriff will incur capital costs in connection with the placement of the Deputies, including, but not limited to, the purchase of cars, vehicle equipment, uniforms, weapons, radios ("Capital Equipment"); and

WHEREAS, the County wishes to provide funds to the Sheriff for the acquisition and maintenance of the Capital Equipment in connection with the placement of the Additional Deputies; and

WHEREAS, the Parties recognize that their coordination in this matter is in the best interests of the public health, safety, and welfare.

NOW THEREFORE, it is agreed as follows:

1. Authority.

This agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969 (Section 163.01, Florida Statutes) and the constitutional and statutory powers of the County and the School Board.

2. Duration.

This agreement shall remain in effect until it is terminated in writing by either party.

3. Effect of Recitals.

The recitals set forth above are adopted as findings of fact and incorporated into this agreement.

4. Responsibilities of the County.

A. The County agrees to provide funding to the Sheriff in the 2018-2019 fiscal year in an amount not to exceed one million dollars (\$1,000,000.00) for the purpose of funding the Capital Equipment needs associated with the placement of the Additional Deputies. The funds may be used for the acquisition of the Capital Equipment for repair or maintenance costs associated with the Capital Equipment. Funding will be placed in a separate appropriation from the annual budget for the St. Johns County Sheriff's Office to ensure full accounting for the said Capital Equipment of the Additional Deputies as related to the Marjory Stoneman Douglas High School Public Safety Act. If there are funds remaining at the end of the 2018-2019 fiscal year, such funds may be carried forward to the subsequent fiscal year.

B. For each fiscal year that this Agreement is in effect, the Sheriff shall identify funding needs associated with the Capital Equipment for the Additional Deputies and shall submit a request for funding to the County as part of the County's budget process.

C. Any funds that are carried forward to a subsequent fiscal year or that are subsequently provided to the Sheriff as provided in subsection B shall be used exclusively for the purposes set forth above in subsection A.

D. The School Board and the Sheriff acknowledge that the County's obligations under this Agreement are contingent upon the appropriation of sufficient funds for that purpose by the Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payments made under this Agreement shall not exceed the amount appropriated in the County's budget for such purpose. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given fiscal year.

5. Responsibilities of the School Board and Sheriff.

The School Board and the Sheriff agree to coordinate the selection, placement, and oversight of the Deputies in accordance with the provisions of the Youth Resource Deputy Agreement dated June 12, 2018 and the Addendum. The School Board and the Sheriff agree that the

County shall have no responsibilities with respect to any of the matters addressed in the Youth Resource Deputy Agreement, except to the extent specifically stated herein.

6. Use and Maintenance of the Capital Equipment.

A. All Capital Equipment purchased with funds provided pursuant to this Agreement shall be the property of the Sheriff.

B. All purchases funded pursuant to this Agreement shall be made in accordance with the applicable provisions of the Sheriff's Purchasing and Quotations & Bids Policies.

C. The Capital Equipment paid for with funds provided pursuant to this Agreement shall be used and operated exclusively by the Deputies and in accordance with all applicable operating instructions and requirements. The Sheriff shall perform regular maintenance on the Capital Equipment in accordance with the manufacturer's recommendations.

7. Indemnity.

Subject to, and within the limitations provided in Section 768.28, Florida Statutes, the School Board and the Sheriff shall indemnify, defend, and hold the County harmless from and against all claims and reasonable costs associated with performance of this Agreement. Nothing in this Agreement shall be construed as consent to be sued or as a waiver of sovereign immunity on the part of any party.

8. Retention, Auditing, and Review of Records.

A. The Sheriff and the School Board shall retain all records necessary to document expenditures made, and the use and maintenance of the Capital Equipment, during the term of this Agreement for 5 years from the termination or expiration of this Agreement. If any litigation, claim, negotiation, audit, or other action involving the records is initiated prior to the expiration of the 5-year period, the Sheriff shall retain the records for one year after final resolution of the action.

B. The Sheriff and the School Board authorize the County to review, inspect, and/or audit their books and records in order to determine whether compliance has been achieved with respect to the provisions of this Agreement. It is specifically noted that the Sheriff and the School Board are under no contractual duty to provide access to documentation that is not related to this Agreement or that is otherwise protected by law.

9. Disallowance of Funds.

If, as a result of review, inspection, or audit, the Sheriff cannot provide documentation of its expenses, or if it is determined that funds were expended for any purpose other than as provided in Section 4 of this Agreement, such funds shall be disallowed. The Sheriff shall refund all disallowed funds to the County, and no further funds may be expended under this Agreement until all disallowed funds are refunded to the County. Disallowed funds shall be refunded to the County within 30 days of the Sheriff's receipt of written notice of the disallowance from the County.

10. Notice.

Any notice sent pursuant to this agreement shall be sufficient if sent by regular U.S. Mail to the following addresses:

- A. St. Johns County: County Administrator
500 San Sebastian View
St. Augustine, FL 32084

With a copy to: Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084

- B. School Board: St. Johns County School District Superintendent
40 Orange Street
St. Augustine, FL 32084

With a copy to: St. Johns County School Board Attorney
Upchurch Bailey and Upchurch
P.O. Drawer 3007
St. Augustine, FL 32085

- C. Sheriff: St. Johns County Sheriff's Office
Attn: Matthew Cline
4015 Lewis Speedway
St. Augustine, FL 32084

11. Amendment.

Any amendment to this Agreement or its exhibits shall be in writing and shall not be effective until executed by both parties.

12. Assignment.

In light of the scope and rationale for this Agreement, neither party may assign, transfer, or sell any of the rights set forth in this Agreement, or associated with this Agreement, without the express written consent of the other party. Should either party assign, transfer, or sell any of the rights set forth in this Agreement without such written consent, such action shall result in the automatic termination of this Agreement without further notice or action required on the party of the other party.

13. Termination.

A. This Agreement may be terminated without cause upon provision of at least 90 days advance written notice to the other parties by any party. The notice shall indicate the intent to terminate this Agreement no sooner than 90 days from the date of the notification.

B. This Agreement may be terminated with cause upon provision of at least 30 days advance written notice to the other parties by any party. The notice shall include the exact cause for termination and the effective date of termination unless, prior to the termination date, the party

seeking termination for cause provides an opportunity to cure or correct the condition as specifically described in the notice.

14. Relationship of the Parties.

The Parties acknowledge that their relationship under this Agreement is that of independent contractors. No employee of either party shall be deemed an employee of the other party. Nothing in this Agreement shall be construed to create an agency relationship, partnership, association, or joint venture between the Parties.

15. No Third Party Beneficiaries.

This Agreement is entered into solely for the benefit of the Parties and not for the benefit of any third party. This Agreement shall not be deemed to confer any rights, express or implied, upon any third party.

16. Public Records.

The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

17. Governing Law and Venue.

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative or legal action arising under the Agreement shall be in St. Johns County, Florida.

18. Compliance with Local, State, and Federal Laws.

The Parties, in performing under this Agreement, shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies, of the local, state, and federal.

19. Severability.

If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force and effect.

20. Dispute Resolution.

If a dispute arises with respect to any right or duty arising under this Agreement, the Parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

21. Non-Waiver.

The failure of any party to insist upon strict performance of any term, condition, provision, or requirement of this Agreement, shall not be construed as a waiver of such term, condition, provision, or requirement on any subsequent occasion.

22. Headings.

All sections and descriptive headings of sections noted in this Agreement are inserted only for the convenience of the parties hereto and shall not affect or control interpretation of this Agreement.

23. Authority to Execute.

Each of the parties covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

24. Execution in Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

25. Effective Date.

This agreement shall become effective upon filing a copy executed by both parties with the Clerk of the Circuit Court of St. Johns County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ATTEST: Hunter S. Conrad, Clerk

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
County Administrator

ST. JOHNS COUNTY SCHOOL BOARD

ST. JOHNS COUNTY SHERIFF

By: _____

By: _____