

**AGREEMENT BETWEEN  
THE SCHOOL BOARD OF MARION COUNTY, FLORIDA  
AND  
WILLIAM “BILLY” WOODS, AS SHERIFF OF MARION COUNTY, FLORIDA  
FOR  
SCHOOL SAFETY SPECIALIST PROGRAM**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between THE SCHOOL BOARD OF MARION COUNTY, FLORIDA, hereinafter referred to as the SCHOOL BOARD, and WILLIAM “BILLY” WOODS, AS SHERIFF OF MARION COUNTY, FLORIDA, hereinafter referred to as SHERIFF:

**WITNESSETH:**

1. The SCHOOL BOARD and the SHERIFF desire to provide law enforcement and related services to the public schools of Marion County and to provide for the protection and safety of school students, personnel, visitors, and property; and
2. In furtherance of providing for the safety of school students, personnel, visitors, and property, a School Resource Officer Program has been established for the public school system within Marion County, through which the SHERIFF, the Ocala Police Department, and the Belleview Police Department provide law enforcement services to Marion County’s public schools, as authorized by Florida Statute 1006.12; and
3. In furtherance of providing for the safety of school students, personnel, visitors, and property, the SCHOOL BOARD and the SHERIFF have established the Coach Aaron Feis Guardian Program to provide for the presence of School Guardians in Marion County’s public schools and charter schools, as authorized by Florida Statutes 30.15(1)(k) and 1006.12(3); and
4. The SCHOOL BOARD presently employs a Safe Schools Director and four (4) School Safety Specialists who together carry out the statutory duties of the “School Safety Specialist” set forth in Florida Statute 1006.07(6) and elsewhere in law and regulation; and
5. Florida Statute 1006.07(6) requires that each school district superintendent designate a School Safety Specialist for the school district and authorizes the Superintendent to designate a law enforcement officer employed by the sheriff’s office located in the school district to serve as the district’s School Safety Specialist;
6. Florida Statute 1006.07(6) provides that the SHERIFF and the SCHOOL BOARD may enter into an agreement that would allow the SHERIFF and the SCHOOL BOARD to share the costs associated with the SHERIFF’s employment of a School Safety Specialist; and
7. It is in the best interests of the SCHOOL BOARD, the SHERIFF, and the citizens and children of Marion County, to enter into an agreement whereby the duties of the School Safety Specialist shall be transferred to the SHERIFF and carried out by approved employees of the SHERIFF who will be designated as School Safety Specialists by the Superintendent; and
8. To ensure the continuity of operations and in recognition of the training, knowledge, and experience possessed by the current Safe Schools Director and his School Safety Specialists, it is in the best interests of the SCHOOL BOARD, the SHERIFF, and the citizens and children of Marion County, for these individuals to be hired as employees of the SHERIFF and thereafter be designated as the School Safety Specialists by the Superintendent;

**NOW, THEREFORE,** in consideration of the mutual promises and covenants herein

contained, and pursuant to the authority granted by Florida Statutes 1006.07(6), 1006.12, 163.01(2), and 163.01(14), the SCHOOL BOARD and the SHERIFF now agree as follows:

## **ARTICLE I**

### **Establishment of School Safety Specialist Program and Appointment of School Safety Specialists**

1. The School Safety Specialist Program with the SHERIFF is hereby established in the public school system beginning on November 1, 2022 and continuing through June 30, 2025.
2. The purpose of this Agreement is to provide agreement, operation, and funding for five (5) School Safety Specialists to be employed by the Sheriff.
  - A. The School Safety Specialists will include one (1) position to be titled "Director of School Safety" (hereafter, "Director") and four (4) additional positions to be titled "Deputy Directors of School Safety" (hereafter, "Deputy Directors"). The Director and Deputy Directors will be referred to collectively throughout this Agreement as "School Safety Specialists."
    - 1) The Director of School Safety shall be a law enforcement officer who is appointed as a deputy sheriff.
    - 2) A Deputy Director of School Safety may be a law enforcement officer appointed as a deputy sheriff.
  - B. Upon the execution of this Agreement, the Sheriff will create a School Safety Unit to which the five (5) School Safety Specialists will be assigned. The School Safety Unit will operate as part of the Sheriff's Juvenile Division within his Operational Support Bureau.
  - C. The Director shall be assigned to oversee the School Safety Unit and shall be responsible for carrying out all duties of a School Safety Specialist as set forth in Florida Statutes, the Florida Administrative Code, and this Agreement.
    - 1) The Deputy Directors shall report to the Director, assist the Director in carrying out his duties as a School Safety Specialist, and carry out other tasks as they may be assigned from time-to-time.
    - 2) Within the Sheriff's chain-of-command, the Director will report to the Captain of the Sheriff's Juvenile Division.
3. The following persons will be hired by the Sheriff, with employment to commence upon the start of the term of this agreement, and who shall be designated as School Safety Specialists by the Superintendent:
  - A. Dennis McFatten, to be assigned to the position titled "Director of School Safety," who holds a valid Florida law enforcement certification, is eligible to be appointed a deputy sheriff, and who will be appointed a deputy sheriff upon the commencement of his employment with the SHERIFF.
  - B. Cynthia Barnes, Larry Delk, Eric Reese, and Kenneth Singletary, to be assigned to the positions titled "Deputy Directors of School Safety."
4. If any of the above-listed persons cease to be employed by the SHERIFF, are transferred to other positions within the Office of the SHERIFF, or otherwise vacate their positions, the vacancy will be filled as provided in Article VI of this agreement.

## **ARTICLE II**

### **Rights and Duties of the SHERIFF and School Safety Specialists**

1. **Duties of the SHERIFF:** In addition to the SHERIFF'S duties set forth elsewhere in this Agreement, the SHERIFF:
  - A. Shall provide for the payment of the salary, wages, other compensation, and benefits for the School Safety Specialists, including the provision of sick leave, vacation leave, retirement compensation, health insurance, disability, worker's compensation, and other benefits of employment, subject to reimbursement by the SCHOOL BOARD as provided herein.
  - B. Shall ensure that the School Safety Specialists use any information made accessible to

them by the SCHOOL BOARD, pursuant to this Agreement, only for the purposes for which the disclosure was made. SHERIFF acknowledges and agrees that the School Safety Specialists will have access to Personally Identifiable Information and Education Records pursuant to 1002.221, Fla. Stat, 20 U.S.C. § 1232g and the federal regulations issued pursuant thereto, that the School Safety Specialists shall not disclose to any other party unless authorized by law.

C. Shall appoint the Director of School safety as a deputy sheriff.

D. May appoint the Deputy Directors of School Safety as deputy sheriffs, provided they meet the qualifications for appointment as deputy sheriffs.

2. **Duties of School Safety Specialists:** School Safety Specialists shall be responsible for the supervision and oversight of all aspects of school safety and security personnel, policies, and procedures within the School District of Marion County, including the duty to:

A. Comply with all duties and responsibilities of a District School Safety Specialist as set forth in Florida Statute s. 1006.07(6), to-wit:

1. Review school district policies and procedures for compliance with state law and rules, including the district's timely and accurate submission of school environmental safety incident reports to the Department of Education, pursuant to s. 1001.212(8).

2. Provide the necessary training and resources to students and school district staff in matters relating to youth mental health awareness and assistance; emergency procedures, including active shooter training; and school safety and security.

3. Serve as the school district liaison with local public safety agencies and national, state, and community agencies and organizations in matters of school safety and security.

4. In collaboration with the appropriate public safety agencies, as that term is defined in s. 365.171, by October 1 of each year, conduct a school security risk assessment at each public school using the Florida Safe Schools Assessment Tool developed by the Office of Safe Schools pursuant to s. 1006.1493. Based on the assessment findings, the district's school safety specialist shall provide recommendations to the district school superintendent and the district school board which identify strategies and activities that the district school board should implement in order to address the findings and improve school safety and security. Each district school board must receive such findings and the school safety specialist's recommendations at a publicly noticed district school board meeting to provide the public an opportunity to hear the district school board members discuss and take action on the findings and recommendations. Each school safety specialist shall report such findings and school board action to the Office of Safe Schools within 30 days after the district school board meeting.

B. Assist in planning and participating in all school and district emergency situation drills (i.e., fire, lockdown, active assailant, hostage, etc.). With respect to active assailant emergency drills, coordinate with the SHERIFF to ensure that law enforcement officers responsible for responding to a school in the event of an active assailant emergency are physically present on campus and directly involved in the execution of active assailant emergency drills.

C. Undergo School Safety Specialist Training Program and earn a certificate of completion, pursuant to s. 1001.212(4).

D. Undergo annual training on the assessment of physical site security and completing the Florida Safe Schools Assessment Tool (FSSAT), pursuant to Florida Statute s. 1006.1493(3).

E. Earn certification as a youth mental health awareness and assistance trainer, pursuant to Florida Statute s. 1012.584(2).

F. Ensure that all school personnel within the School District of Marion County receive youth mental health awareness and assistance training, pursuant to Florida Statute s. 1012.584(2).

G. To ensure the SCHOOL BOARD's compliance with Florida Statute 1006.12(5)(a) and Fla. Admin. Code 6A-1.0018(20), notify the Superintendent within twenty-four (24)

hours of a School Resource Officer (SRO) or safe-school officer being dismissed for misconduct from his or her position as an SRO or being otherwise disciplined by the SHERIFF or the SCHOOL, or if any SRO or safe-school officer discharges his or her firearm in the exercise of the their duties, and provide the Superintendent with the following information:

1. Full name of the SRO or other safe-school officer;
2. Description of the event;
3. Incident date; and
4. Incident status.

H. Monitor the safety requirements for charter schools and carry out the duties set forth relating to charter schools as set forth in Fla. Admin. Code 6A-1.0018(21).

I. With regard to any notification by an SRO to the School Safety Director of a school employee being charged with a felony or misdemeanor involving abuse of a child or the sale or possession of a controlled substance, the School Safety Specialist shall provide notice of said arrest and the specific charge for which the employee was arrested to the Superintendent within 48 hours of the arrest, as required under Florida Statute 1012.797. This provision does not relieve any law enforcement agency of any independent duties it may have to provide such notice to the Superintendent pursuant to Florida Statute 1012.797.

J. In collaboration with the Superintendent:

1. Review and monitor the design, construction, renovation, and/or modification of new or existing structures to ensure compliance with legal standards;
2. Conduct risk assessments and site assessments to ensure school premises are secure and make recommendations to improve safety and security;
3. Identify, evaluate, and facilitate school safety and security needs, threats, and training at the developmental and operational stages within all areas to include, the needs of personnel, students, building structure, and grant initiatives related to school security;
4. Design, implement, and evaluate safety and prevention programs;
5. Educate students and staff regarding safety and prevention programs through the use of in-service training courses, workshops, and presentations;
6. Develop short term (0-1 year) and long-term (3-5 years) plans to set goals, objective, and priorities for school(s), department(s), program(s), and the district;
7. Provide consultation and assistance regarding school safety issues;
8. Develop policy recommendations for presentation to the SCHOOL BOARD, senior leadership, school administration, and other appropriate staff members regarding school safety, investigative activities, and proper practices/procedures necessary to secure the safe and peaceful conduct of district and school business/activities;
9. Attend and coordinate security needs for SCHOOL BOARD meetings, work sessions and other scheduled meetings and events;
10. Work with the District's purchasing officer to acquire security equipment appropriate for the needs of schools;
11. Review and analyze information and situations regarding activities that may be in violation of school policies and or indicative of possible criminal activity for the purpose of determining immediate actions and or making recommendations to ensure safety of students, staff, and the public;
12. Collaborate with other school and district personnel, assigned School Resource Officers, and representatives of local agencies for the purpose of preliminary inquiries into violations of school board policies and providing information and/or taking action for the safety and security of school site.
13. Investigate unusual incidents (e.g. unauthorized visitors, violent threats against students, etc.), for the purpose of assisting law enforcement personnel, developing information necessary to assist in determining appropriate action, and or providing documentation for future reference;
14. Communicate school policies and procedures to personnel, parents, and visitors for

the purpose of ensuring their understanding of the potential consequences of violation.

15. Monitor students within a variety of school environments, e.g. rest rooms, grounds, hallways, library, cafeteria, parking lots, etc., for the purpose of ensuring the safety and welfare of students;
  16. Utilize and monitor surveillance technology; and
  17. Operates metal detectors and conduct and participate in searches when directed and authorized to do so.
- K. Collaborate with the SCHOOL BOARD, the SHERIFF's Emergency Management Division, and other appropriate governmental entities to:
1. Maintain and amend, as necessary, the Emergency Preparedness Plan for use within Marion County Public Schools and monitor the implementation of safety plans within each school;
  2. Develop and oversee the implementation of Emergency Preparedness Training and emergency education awareness materials for use within Marion County Public Schools;
  3. Assist in facilitating the delivery of communications and other needs in response to a crisis and critical incidents; and
  4. Manage and organize site administrators, district employees, safety personnel, emergency management personnel, and other partners during emergency management incidents.
- L. Assist the SHERIFF and the SCHOOL BOARD during any critical school-related incident, take a leadership role in all school-related crises and critical incidents, and serve a dual role as Marion County Public Schools representative and law enforcement representative during school-related events that require establishment of public safety incident and unified command operations.
- M. Act as the liaison between the SCHOOL BOARD, its law enforcement partners, and the community regarding the safety needs, concerns and real and perceived threats to Marion County Public Schools.
- N. Coordinate and promote School District security and safety initiatives and report to the Marion County Public School Superintendent on matters pertinent to the interests, needs and performance of school safety and security.
- O. If a deputy sheriff, carry out the duties of a deputy sheriff as directed by the SHERIFF or as required by law.
3. **Equipment of School Safety Specialists**: All equipment purchased by the SHERIFF for a School Safety Specialists to perform his/her duties will be the property of the SHERIFF.

### **ARTICLE III** **Rights and Duties of the SCHOOL BOARD**

1. The SCHOOL BOARD must provide to the School Safety Specialists the following materials and facilities, which are deemed necessary to the performance of their duties:
  - A. Access to air-conditioned and properly lighted office space, equipped with an internet connection, telephone, and computer, which may be used to carry out the duties of the School Safety Specialists.
  - B. A location for files and records which can be properly locked and secured.
  - C. A desk with drawers, a chair, work table, filing cabinet, and office supplies.
2. The SCHOOL BOARD shall assume the administrative costs associated with the purchase of School Safety Specialist program materials used or distributed to students, school staff, and the public.
3. Provide the School Safety Specialists, as well as the SHERIFF and his Juvenile Division Captain, Operational Support Bureau Major, and Chief Deputy, access to all information and resources needed to perform the services set forth in this Agreement, to include

school site plans, computer networking access, school staff contact information, education records or personally identification information regarding students if deemed necessary by the SCHOOL BOARD or its designee to address a specific school security or safety crisis response identified by the School Safety Specialists pursuant to this Agreement. The SCHOOL BOARD also agrees to provide training and direction to the School Safety Specialists regarding the release of Personally Identifiable Information and Education Records pursuant to 1002.221, Fla. Stat., 20 U.S.C. §1232g and the federal regulations issued pursuant thereto.

4. Pay to the SHERIFF the costs associated with his employment of the School Safety Specialists, as set forth in Article IV of this Agreement.

#### **ARTICLE IV**

##### **Financing the School Safety Specialist Program**

1. For the remainder of the July 1, 2022 – June 30, 2023 fiscal year, the SCHOOL BOARD will reimburse the SHERIFF for the personnel costs of each of the persons/positions listed in Article I, as follows: The SCHOOL BOARD will make payment to the SHERIFF monthly in the amount of \$37,562.72 per month (the prorated monthly amount based upon an annual personnel cost of \$450,752.64 for the SCHOOL BOARD), beginning November 1, 2022.

2. For the July 1, 2023 – June 30, 2024 fiscal year, the SCHOOL BOARD will reimburse the SHERIFF \$477,797.76 per year, for the personnel costs of each of the persons/positions listed in Article I, as follows: The SCHOOL BOARD will make payment to the SHERIFF monthly, at a rate of \$39,816.48 per month for a period of 12 months, beginning July 1, 2023.

3. For the July 1, 2024 – June 30, 2025 fiscal year, the SCHOOL BOARD will reimburse the SHERIFF \$506,465.64 per year, for the personnel costs of each of the persons/positions listed in Article I, as follows: The SCHOOL BOARD will make payment to the SHERIFF monthly, at a rate of \$42,205.47 per month for a period of 12 months, beginning July 1, 2024.

#### **ARTICLE V**

##### **Employment Status of School Safety Specialists**

1. Upon the commencement of this Agreement, the School Safety Specialists will be employees of the SHERIFF and will not be employees of the SCHOOL BOARD. The SCHOOL BOARD and the SHERIFF acknowledge that while the School Safety Specialists have certain duties related to the SCHOOL BOARD and the Superintendent, the School Safety Specialists must uphold the law under the supervision and control of the SHERIFF. The School Safety Specialists will remain responsive to the chain of command of the SHERIFF.

2. Nothing herein is to be construed as giving the SCHOOL BOARD the right to control the professional judgment or actions of the School Safety Specialists. That notwithstanding, the Superintendent retains the right to rescind his/her designation of any person as a School Safety Specialist as set forth in Article VI of this agreement.

3. The SHERIFF covenants and agrees that he will instruct and supervise his employees to (i) use diligent efforts and professional skills and judgment, (ii) provide services in accordance with and in a manner consistent with customary and recognized standards of the profession, and (iii) conduct themselves in a manner consistent with the policies and rules and regulations of the SCHOOL BOARD.

4. The SHERIFF understands that the School Safety Specialists will not participate in any employee benefit provided by the SCHOOL BOARD.

#### **ARTICLE VI**

##### **Dismissal of School Safety Specialist; Replacement**

1. By Superintendent: If the Superintendent believes that any School Safety Specialist is not effectively performing his/her duties and responsibilities, the Superintendent must notify the Captain of the SHERIFF's Juvenile Division in writing. If the situation is not corrected within three (3) working days, the Superintendent must notify the SHERIFF in writing and provide a copy of the notice to the Captain of the SHERIFF's Juvenile Division. Ten (10) days after this notification is provided to the SHERIFF, if the situation is not resolved to the parties' mutual satisfaction, and provided good cause exists to do so, the Superintendent may rescind the School Safety Specialist's designation. The revocation of a School Safety Specialist's designation shall cause a vacancy to occur that will be filled as provided in Section 4 of this Article.

- A. If the Superintendent rescinds a School Safety Specialist's Designation, the basis for doing so may constitute a basis for the SHERIFF to take disciplinary action against the School Safety Specialist.
- B. The SHERIFF may, in his sole discretion, transfer a School Safety Specialist, whose designation was revoked by the Superintendent, to another position within the Office of the SHERIFF.

2. By the SHERIFF: The SHERIFF may initiate a transfer, reassignment, suspension, or dismissal of a School Safety Specialist provided good cause exists to do so. Notice of any transfer, reassignment, suspension, or dismissal by the SHERIFF of any School Safety Specialist will be provided to the Superintendent prior to, or immediately after, the action is taken. The transfer, reassignment, or dismissal of a School Safety Specialist's designation shall cause a vacancy to occur that will be filled as provided in Section 4 of this Article. The suspension of a School Safety Specialist will cause a temporary vacancy to occur that will be filled as provided in Section 3 of this Article.

3. Filling of Temporary Vacancies: In the event of any suspension of a School Safety Specialist, the SHERIFF will temporarily reassign an existing and otherwise qualified employee to carry out the duties of the suspended employee.

4. Filling of Vacancies: A vacancy in a School Safety Specialist position may be filled by an existing employee of the SHERIFF or by an otherwise qualified individual.

- A. Existing employee of SHERIFF: Upon any vacancy occurring in a School Safety Specialist Position, the SHERIFF shall, within three (3) business days, nominate not less than three (3) qualified employees to replace the School Safety Specialist whose designation was rescinded. The SHERIFF and the Superintendent will collaborate regarding the selection of individuals from a list of interested and qualified SHERIFF employees. The list of nominated individuals shall be forwarded to the Superintendent. From the nominated employees, the Superintendent will select, designate, and appoint a person of his/her choosing to fill the vacant School Safety Specialist position.
- B. Outside candidate: Alternatively, upon a vacancy occurring in a School Safety Specialist Position, the Superintendent may nominate an individual not employed by the SHERIFF to fill that position. That individual must be capable of carrying out the duties of the School Safety Specialist position to which they would be appointed. Upon the nomination of that individual by the Superintendent, the SHERIFF, in his sole discretion, will determine whether to hire that individual as an employee of the SHERIFF and authorize and approve the individual to serve as School Safety Specialist. Upon the individual being hired by the SHERIFF, the Superintendent will designate the individual as a School Safety Specialist.

## **ARTICLE VII** **Termination of Agreement**

1. Either party may terminate this agreement upon written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this agreement, or in the case of a law enforcement emergency as set forth above. Thirty (30) days, or less if agreed to by the parties, will be given for corrective action after notification by the requesting party. Termination of this agreement may only be accomplished as provided herein. In the event this agreement is terminated, the SCHOOL BOARD will provide compensation to the SHERIFF for

all services performed to the date of termination, to be prorated on a per diem basis through the date of the termination.

2. SCHOOL BOARD conditions each payment obligation created by this Agreement on the availability of funds appropriated or allocated for the payment of School Safety Specialist services. SCHOOL BOARD shall have the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. SCHOOL BOARD may terminate this Agreement at the end of the period for which funds are available if SCHOOL BOARD does not allocate further funding. SCHOOL BOARD shall notify SHERIFF at the earliest possible time before such termination, but in no event later than three (3) months prior to the start of each fiscal year. No penalty will accrue to SCHOOL BOARD, and SCHOOL BOARD is not obligated or liable for any future payments or any damages because of termination under this section.

## **ARTICLE VIII**

### **Good Faith**

1. The SCHOOL BOARD and the SHERIFF, and their agents and employees, agree to cooperate in good faith in fulfilling their terms of this Agreement. Unforeseen difficulties or questions will attempt to be resolved first by negotiation between the SCHOOL BOARD and the SHERIFF, or their designees.

## **ARTICLE IX**

### **Miscellaneous**

1. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

2. Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There will be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SCHOOL BOARD.

3. No Waiver of Sovereign Immunity. Nothing herein is intended to waive sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable, or of any rights or limits of liability existing under § 768.28, Fla. Stat. This term will survive the termination of all performance or obligations under this Agreement and will be fully binding until any applicable statute of limitations bars any proceeding brought under this Agreement.

4. No Third Party Beneficiaries. Nothing herein is to be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement, or to confer any rights on any third party.

5. Confidentiality. For the purposes of this Agreement, "Confidential Information" means all information disclosed by SCHOOL BOARD to the SHERIFF, their agents and employees, which is in a tangible form and labeled "confidential" (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. At all times, the SHERIFF, their agents, and employees will protect the SCHOOL BOARD's Confidential Information from unauthorized use, access or disclosure.

6. Non-Discrimination. Each party hereby represents and warrants to the other that no person will be discriminated against on the basis of race, color, religion, pregnancy, gender, age, marital status, disability, sexual orientation, political beliefs, national or ethnic origin, veteran status, or any other basis prohibited by law in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

7. Public Records.



A. To the extent that SHERIFF meets the definition of “contractor” under § 119.0701, Fla. Stat., and in addition to other contract requirements provided by law, the SHERIFF agrees that he is acting as a contractor on behalf of SCHOOL BOARD as provided under § 119.0701(a) and as such each will comply with Florida’s Public Records Law. Specifically, SHERIFF agrees that he will:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by SCHOOL BOARD in order to perform the services performed by SHERIFF under contract;
- 2) Provide the public with access to such public records on request from SCHOOL BOARD’S custodian of public records;
- 3) Provide SCHOOL 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 this chapter or as otherwise provided by law;
- 4) Ensure the 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 SCHOOL BOARD;
- 5) Upon completion of the contract, transfer, at no cost, to SCHOOL BOARD all public records in possession of SHERIFF or keep and maintain public records required by the public agency to perform the service. If SHERIFF transfers all public records to the SCHOOL BOARD upon completion of the contract, SHERIFF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SHERIFF keeps and maintains public records upon completion of the contract, SHERIFF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SCHOOL BOARD, upon request from SCHOOL BOARD’S custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

**B. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: PUBLIC RELATIONS AND COMMUNICATION OFFICER: KEVIN CHRISTIAN, APR, CPRC, AT (352) 671-7555, [PUBLIC.RELATIONS@MARION.K12.FL.US](mailto:PUBLIC.RELATIONS@MARION.K12.FL.US) OR IN PERSON AT 420-A SE ALVAREZ AVENUE, OCALA, FLORIDA 34471.**

**C. IF SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: TIMOTHY MCCOURT, GENERAL COUNSEL, AT (352) 369-6758, [TMCCOURT@MARIONSO.COM](mailto:TMCCOURT@MARIONSO.COM), OR IN PERSON AT 692 N.W. 30<sup>TH</sup> AVE., OCALA, FL 34475.**

8. Inspector General Audits. The parties will comply and cooperate promptly with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.
9. Excess Funds. Any party receiving funds paid by SCHOOL BOARD under this Agreement agrees to promptly notify SCHOOL BOARD of any funds erroneously received from SCHOOL BOARD upon the discovery of such erroneous payment or overpayment. Any excess funds must be refunded to the SCHOOL BOARD.

10. Compliance with Laws. Each party will comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
11. Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such will not affect the remaining portions of this Agreement and the same will remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.
12. Waiver. The parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver will only be effective as to the specific instance for which it is obtained and will not be deemed a continuing or future waiver.
13. Force Majeure. Neither party will be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For the purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party.  
Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes; earthquakes; explosions; sabotage; epidemics; pandemics; government regulations; and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the Agreement for all or part of the Agreement term. In no event will a lack of funds on the part of either party be deemed Force Majeure.
14. Authority. Each person signing this Agreement on behalf of a party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

#### ARTICLE XI

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

[THIS SPACE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS.]□

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

THE SCHOOL BOARD OF MARION COUNTY, FLORIDA

By \_\_\_\_\_  
ERIC CUMMINGS, BOARD CHAIR

By \_\_\_\_\_  
DIANE V. GULLETT, Ed.D, SUPERINTENDENT

THE SHERIFF OF MARION COUNTY, FLORIDA

By \_\_\_\_\_  
WILLIAM "BILLY" WOODS, SHERIFF