

From: [Lugo, Jo A](#)
To: [Lugo, Jo A](#)
Subject: FW: School District: School Safety - State Mandate (BCC New Business Item 5/8/18)
Date: Monday, May 07, 2018 2:22:18 PM
Attachments: [The Sheriffs Office.pdf](#)
[ATT00001.htm](#)

From: Woodard, Mark S
Sent: Friday, May 04, 2018 5:28 PM
To: Gerard, Pat <pgerard@co.pinellas.fl.us>; Welch, Kenneth <kwelch@co.pinellas.fl.us>; Seel, Karen <kseel@co.pinellas.fl.us>; Morroni, John <jmorroni@co.pinellas.fl.us>; Long, Janet C <JanetCLong@co.pinellas.fl.us>; Eggers, Dave <deggers@co.pinellas.fl.us>; Justice, Charlie <cjustice@co.pinellas.fl.us>
Cc: Klug, Della <dklug@co.pinellas.fl.us>; Lugo, Jo A <jlugo@co.pinellas.fl.us>
Subject: School District: School Safety - State Mandate (BCC New Business Item 5/8/18)

Commissioners,

To facilitate your discussion on the topic of the state mandate related to school safety, attached please find a letter from the Superintendent directed to the Sheriff. The letter relates to the District's mandate within the Sheriff's jurisdiction. A similar letter was sent to each Police Chief germane to their respective responsibilities. This correspondence supplements the Chairman's letter to the Governor also found in your agenda packet.

Here is a recap based upon a discussion with the Sheriff:

The School Board will fund \$58,000 per base deputy (SRO) position. They will not fund a relief factor, nor cost of supervision. Including a relief factor, supervisors and the charter schools, the Sheriff requires a total of 63 SROs, or \$7.1 million. The District will fund \$3.2 million toward the \$7.1 million total cost. The county is currently funding \$1.2 million of the current SRO cost for middle and high schools. **Thus, the new money being requested by the District is \$2.7 million per year on a recurring basis.** In addition to the \$2.7 million in recurring new money, there are additional start-up costs of approximately \$5 million.

The topic of the state mandate was discussed at today's City Manager Consortium Meeting. Of the cities present (including Largo, Pinellas Park, Clearwater, St. Petersburg, Seminole, St. Pete Beach, Safety Harbor, Belleair, Belleair Shores), the consensus was the mandate applies to the District, and is not a municipal responsibility. Further, the Managers observed the District has adequate reserves and taxing authority to fund the mandate. The Managers agreed that as good partners, each would be willing to offer resources from their respective police departments to assist the District in complying with the state mandate. However, we agreed this assistance, whether temporary or permanent, should be funded by the District and not subsidized by the municipal taxpayers.

If you have any questions or require additional information in advance of Tuesday's meeting, please advise.

Thanks,
Mark



ADMINISTRATION BUILDING
301 Fourth St. SW
P.O. Box 2942
Largo, FL 33779-2942
Ph. (727) 588-6000

Vision:
100% Student Success

Mission:
"Educate and prepare each student for college, career and life."

SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA
Chairperson
Rene Flowers

April 27, 2018

Vice Chairperson
Peggy L. O' Shea

Sheriff Robert Gualtieri
Pinellas County Sheriff's Office
10750 Ulmerton Road
Largo, Florida 33778

Carol J. Cook
Terry Krassner
Joanne Lentino
Linda S. Lerner
Eileen M. Long

Superintendent
Michael A. Grego, Ed.D.

Dear Sheriff Gualtieri,

I would like to thank the sheriff, police chiefs, county and city administrators, and elected officials who have worked with us over the last several weeks as we try to determine how to place a School Resource Deputy (SRD) in each school in our county and how to fund this venture. I have spoken with many of you and am impressed with the collective will that this community has demonstrated in solving this problem. We all know that budgets are tight and no one wishes to raise taxes to help pay for this unfunded State mandate.

Time is not on our side and we must solidify our plans in the next few weeks to prepare for the opening of school on August 13, 2018. Toward that end, I am asking you and your jurisdiction to decide how to proceed. The school district is in a position to pay a maximum of \$58,000 per SRD for these remaining schools needing SRD's. I have provided the details of our safe schools allocation below and as you can see, the school district will need to take \$2,498,583 per year from reserves to fund SRD's at \$58,000 each.

Safe schools revenue 2018-19	\$6,179,580	
To charter schools	\$373,592	
Schools police operations	\$1,866,571	
Total expenses	<u>\$2,240,163</u>	
Remaining balance	\$3,939,417	
Total number of SRD's needed	111	(Plus 14 SRD's provided by schools police included in above budget)
State funding available per SRD	\$35,490	
District cost per SRD (proposed)	<u>\$58,000</u>	
Total cost	<u>\$6,438,000</u>	
Deficit to come from reserves	(\$2,498,583)	

One additional source of potential funding is from any unused portion of the State Guardian Program. The Governor has indicated that once participation decisions are made by each county,

the Florida Department of Education will work with his office and the Legislature to redirect any unused funding from this program to hire additional officers. Our commitment, should that occur, would be to evenly distribute any such funds on a per SRD basis. For example, if there were \$50,000,000 left in the program, the approximate share for Pinellas would be \$2,000,000. We would divide that amount by the 125 SRD's and distribute \$16,000 per SRD to each jurisdiction who is participating.

While charter schools are covered by the new State statute, it is the responsibility of each charter school's board to determine how to staff and fund coverage at their school, just as it is their responsibility to determine how to staff teachers or any other employee. The total safe schools allocation is based on a per student formula. The allocation from the State for charter schools is shown above (\$373,592). We have already notified each charter school of the need to comply with this statute and will be meeting with them to review the requirements. You may be contacted by the charter schools in your jurisdiction.

I am asking for your commitment to provide the same service at the same cost as the existing contract for SRD's at the new schools identified in your jurisdiction. Over the next 12 to 18 months, Pinellas Schools Police is willing to assume the responsibility to provide the SRD at these new schools; however, we need your assistance in covering the gap between now and then. Please inform us if it is your desire to permanently staff SRD's at all schools in your jurisdiction or if you want Schools Police to plan on assuming this responsibility as they are able to hire officers.

I am asking that you notify us by May 11, 2018, of your ability to provide this service to our community to give us time to jointly plan for the training and implementation of the requirements of this new statute. I have attached a proposed contract for the following new schools identified in your jurisdiction:

- | | |
|---------------------------------------|--|
| 1. Bauder Elementary School | 16. Oldsmar Elementary School |
| 2. Bardmoor Elementary School | 17. Orange Grove Elementary School |
| 3. Blanton Elementary School | 18. Ozona Elementary School |
| 4. Brooker Creek Elementary School | 19. Ridgecrest Elementary School |
| 5. Curlew Creek Elementary School | 20. Safety Harbor Elementary School |
| 6. Curtis Fundamental Elementary | 21. San Jose Elementary School |
| 7. Cypress Woods Elementary School | 22. Seminole Elementary School |
| 8. Dunedin Elementary School | 23. Southern Oak Elementary School |
| 9. Forest Lakes Elementary School | 24. Starkey Elementary School |
| 10. Garrison Jones Elementary School | 25. Sutherland Elementary School |
| 11. Gulf Beaches Elementary School | 26. Walsingham Elementary School |
| 12. Highland Lakes Elementary School | 27. Pinellas Technical High School |
| 13. High Point Elementary School | 28. East Lake High School - 2 nd SRD |
| 14. Lake St. George Elementary School | 29. Palm Harbor University High School - 2 nd SRD |
| 15. McMullen-Booth Elementary School | 30. Osceola High School – 2 nd SRD |
| | 31. Seminole High School – 2 nd SRD |

Please respond by May 11 indicating your intentions. Please feel free to discuss any aspect of this proposal with me, Dr. Bill Corbett, or Chief Williams. Our contact information is below:

Dr. Michael Grego
727-588-6011 (office)
727- 452-6198 (cell)

Dr. Bill Corbett
727-588-6022 (office)
727-692-7559 (cell)

Chief Luke Williams
727-547-7221 (office)
727-638-1497 (cell)

I again want to thank all involved for their dedication and service to the children of Pinellas County.

Sincerely,



Michael A. Grego, Ed.D.
Superintendent

SCHOOL RESOURCE DEPUTY AGREEMENT FOR ELEMENTARY SCHOOLS

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, between the **SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA** (referred to herein as the "Board"), and **THE SHERIFF OF PINELLAS COUNTY**, (referred to herein as the "Sheriff"), is for the services to be provided by the Sheriff of Pinellas County for the School Resource Deputy Program ("SRD Program").

WITNESSETH:

WHEREAS, the parties hereto value the collaboration and cooperation fostered by the SRD Program and believe that all of society benefits when the safety of children is improved, where the threat of crime and disorder is reduced, the learning environment is improved, and the true mission of teachers becomes more achievable; and

WHEREAS, the SRD Program provides an opportunity for students and law enforcement officers to have positive interaction with one another which enhances law enforcement deputies' service to the community, and

WHEREAS, the Board and The Sheriff of Pinellas County intend to provide law enforcement and related services to the public schools of Pinellas County as hereafter described and in accordance with the provisions of SB 7026 (2018), and

WHEREAS, the Board and the Sheriff will mutually benefit from the SRD Program;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

ARTICLE I. The Obligations of Sheriff and the SRDs are as follows:

A. Provision of Supplemental and Temporary School Resource Deputies. In order to comply with the requirements § 1006.12 F.S., and until such time as the Board has hired law enforcement personnel to assign to each of the twenty six (26) elementary schools and five (5) high schools within the unincorporated sections of Pinellas County, The Sheriff of Pinellas County will assign a regularly employed deputy to each of the following schools:

1. Bauder Elementary School	17. Orange Grove Elementary School
2. Bardmoor Elementary School	18. Ozona Elementary School
3. Blanton Elementary School	19. Ridgecrest Elementary School
4. Brooker Creek Elementary School	20. Safety Harbor Elementary School
5. Curlew Creek Elementary School	21. San Jose Elementary School
6. Curtis Fundamental Elementary	22. Seminole Elementary School
7. Cypress Woods Elementary School	23. Southern Oak Elementary School
8. Dunedin Elementary School	24. Starkey Elementary School
9. Forest Lakes Elementary School	25. Sutherland Elementary School
10. Garrison Jones Elementary School	26. Walsingham Elementary School
11. Gulf Beaches Elementary School	27. Pinellas Technical High School
12. Highland Lakes Elementary School	28. East Lake High School – 2 nd SRD
13. High Point Elementary School	29. Palm Harbor University High School – 2 nd SRD
14. Lake St. George Elementary School	30. Osceola High School – 2 nd SRD
15. McMullen-Booth Elementary School	31. Seminole High School – 2 nd SRD
16. Oldsmar Elementary School	

The Board will provide The Sheriff of Pinellas County at least 30 days written notice of its intent to assume responsibility of assigning an SRD employed by the Board to replace the SRD serving at the elementary schools listed above.

B. Designation and Selection of School Resource Deputies. SRDs have a dual role at the schools in which they serve. They serve as law enforcement officers and as "school officials" who may have a legitimate educational interest in information contained in the education records within the meaning of 20 U.S.C. §1232g and F.S. §1002.221.

The Sheriff, or his designee, in consultation with the Principal of the school to which the SRD will be assigned shall select the SRD on the basis of the following criteria:

1. The SRD must have the ability to deal effectively with students. The ages, socioeconomic, and cultural composition of the students of the particular school should be considered in making this evaluation.

2. The SRD must have the ability to present a positive image and symbol of the entire law enforcement agency. A goal of the SRD Program is to foster a positive image of law enforcement officers among young people. Therefore, the personality, grooming, and communication skills of the SRD should be of such nature so that a positive image of the law enforcement agency is reflected. The SRD should sincerely want to work with the staff and students at the particular school to which he or she is assigned.

3. The SRD must have the ability to provide good quality educational services in the area of law enforcement. The education, background, experience, interest level and communication skills of the SRD must be of high caliber so that the SRD can effectively and accurately provide resource teaching services. The SRD will spend as much time as practical in classroom instruction, dependent upon time constraints and workload. The SRD and the Principal will formulate an acceptable plan consistent with the circumstances and the needs of the school.

4. The SRD must have the desire and ability to work cooperatively with the Principal and his administrative staff.

5. The SRD must be a state certified Law Enforcement Officer.

C. Regular Duty Hours/Absences of the School Resource Deputies.

1. The SRD will be assigned to his/her school on a full-time basis of eight (8) hours on those days and during those hours that school is in session. The SRD's specific duty hours shall be determined by the SRD supervisor in consultation with the principal, to reflect the needs of the individual school. In each case the agency shall ensure that SRDs are present during regular school hours, and those routine duties that require an absence from campus should be accomplished either prior to or after regular school hours. The SRD may be temporarily reassigned only during the period of a law enforcement emergency as such may be determined to exist by the Sheriff.

2. If it is necessary for the assigned SRD to be absent from school for less than a full day, the SRD will notify the Principal and provide instructions on how emergency police service may be obtained in his/her absence. If it is necessary for the assigned SRD to be absent from school for a full day or more, the Sheriff shall supply a substitute SRD. For any day there is not a deputy at school for a full day, a credit shall be given to the school system absent exigent circumstances. The credit shall amount to the daily rate of the Board's contribution.

D. Training for School Resource Deputies.

Prior to July 1 of each year, the Board will identify the number and dates of training days to be attended by School Resource Deputies. The Board and the Sheriff of Pinellas County P.D. will jointly determine the topics, curriculum and delivery of the training incorporating all recommendations made by the School Safety Specialist appointed pursuant to F.S. § 1006.07 (6) in order to ensure implementation of all policies and procedures necessary for school safety and security.

E. Duties of School Resource Deputies. While on duty, the SRD shall perform the following duties:

1. Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics when assigned to speak by the Principal.

2. Act as a resource person in the area of law enforcement education at the request of the Principal.

3. Conduct criminal investigations of violations of law on School Board property. The Pinellas County Sheriff's Office and the Board agree that acts of misconduct that fall solely under the school's code of conduct shall be the responsibility of school officials and matters involving possible violations of criminal law shall be the responsibility of the School Resource Deputy to investigate using all resources available to him. The Board encourages schools to use alternatives to expulsion or referral to law enforcement agencies unless the use of such alternatives will pose a threat to school safety. Individual SRD's are encouraged to

exercise discretion and to divert student offenders to school based discipline or community based diversion where appropriate and authorized by department policy and applicable law.

4. Provide school-based security and maintain the peace on School Board property, to include in assisting with the development, implementation and evaluation of security programs/crisis plans in their assigned school when requested.

5. Make arrests and referrals of criminal law violators.

6. Appear at State Attorney investigations, depositions, trials and sentencing.

7. Provided that there is law enforcement coverage at the school, transport to the Pinellas County Juvenile Assessment Center (PJAC), Juvenile Addiction Receiving Facility (JARF), and County Jail.

8. Coordinate Emergency Medical Service (EMS) at the request of the Principal, or his/her designee.

9. Receive and dispatch complaints via telephone, walk-in and radios.

10. Develop, implement, and evaluate security programs in the school assigned.

11. Coordinate with school administrators, faculty and staff, law enforcement agencies, and courts to provide school-based security to maintain the peace and promote order on the school campuses.

12. Cooperate with Pinellas County Schools Police in connection with the creation and maintenance of all records, including security and surveillance camera recordings, whether recorded by video tape, digital or other medium, and whether recorded at a school site or school bus, witness or suspect statements, interviews or other documents made in connection with the law enforcement duties set forth in this Agreement. Such records shall constitute "law enforcement records" within the meaning of 34 CFR § 99.8(b) (I)(i)-(iii). When such records are made available to school administration for disciplinary or other legitimate educational purposes they shall also constitute confidential student records subject to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 CFR Part 99, and §§1002.22, 1002.221, F.S. The SRD shall comply with all laws and policies applicable to such records in both their law enforcement and student record capacities.

13. Maintain a file on property reported lost and/or stolen at the SRD's school.

14. Provide counseling or referrals to students as needed.

15. Secure, handle and preserve evidence.

16. Recover School Board property through working with other police agencies.

17. Make referrals to social agencies.

18. Relay messages in emergency situations (such as, tornadoes, hurricanes, etc.)
19. Provide special truancy investigations and prepare for prosecution.
20. Coordinate investigation of bus stop incidents.
21. Wear the official law enforcement uniform which shall be provided at the expense of the law enforcement agency; however, civilian attire may be worn on such occasions as may be mutually agreed upon by the Principal and the SRD supervisor.
22. Perform such other duties as mutually agreed upon by the Principal and the SRD, so long as the performance of such duties are legitimately and reasonably related to the SRD Program as described in this Agreement, and so long as the duties are consistent with State and Federal law and the policies and procedures of the Sheriff.
23. Follow and conform to the School Board Policy Manual, which is available at each school site and F.S. §1006.12, that does not conflict with the policies and procedures of the Sheriff. The parties to this agreement shall abide by all Federal and State Civil Rights legislation including the Civil Rights Act of 1964 and its subsequent amendments.
24. Provide a Monthly Activities Report or such other report regarding his/her activities, as may be required by the Superintendent or designee. A copy of the report shall be provided to the Principal on a monthly basis.
25. Participate as an active part of the school's administrative team including the Threat Assessment Team created under F.S. § 1007.07 (7). Their duties as a team member reflect their agency's directions and lend their expertise to the review of activities, duty assignments, scheduling and identification of potential problems.
26. The Sheriff will provide an opportunity for Principals to provide input on the SRD's performance.

F. Support Services to be Provided by Sheriff. The Sheriff shall supply the following support services for SRDs:

1. Maintain and file Uniform Crime Reporting (UCR) records according to law.
2. Maintain a dispatch log, consistent with accepted law enforcement management practices.
3. Provide copies of all reports taken by the School Resource Deputy to the Pinellas County Schools Police, upon request, as the law allows.
4. Provide each SRD with a patrol automobile and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this agreement shall be borne by the Sheriff.
5. Maintain copies of reports generated by deputies in compliance with State

and Federal laws.

6. Maintain fingerprints and photographs of arrestees in compliance with State and Federal laws.

ARTICLE II. Relationship of SRDs to Board and Sheriff

The SRD shall be an employee of the Sheriff and not an employee of the Board. The Sheriff shall be responsible for the hiring, training, discipline, and dismissal of its personnel. Board employees shall report allegations of improper conduct to the SRD's immediate supervisor or to the Sheriff's Office Administrative Investigation Division. Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRD.

ARTICLE III. Charges for SRD Services.

In consideration of the services provided herein, the Board shall pay to the Sheriff of Pinellas County the sum of \$58,000 (Fifty Eight Thousand Dollars) for each of the twenty four (24) SRD's assigned to the elementary schools identified in Article I A herein for a total sum payable annually under this Agreement of \$1,392,000 (One Million Three Hundred Ninety Two Thousand Dollars). This amount shall be paid monthly in twelve payments beginning July 1, 2018, in the amount of \$ 116,000 (One Hundred and Sixteen Thousand Dollars), provided however, that the monthly cost to the Board will be reduced as Pinellas Schools Police are hired and assigned to replace the SRD's employed by the Sheriff. The parties agree that in the event the Board approves an increase to the salary of Pinellas County Schools Police during the term of this Agreement, the same percentage increase will be applied to increase the amount payable per SRD.

To the extent that security services are provided by the Sheriff at school functions occurring after regular school hours, the Sheriff shall be paid in accordance with the Sheriff of Pinellas County salary policy and procedures. The school at which such services are provided, shall be billed for such services within thirty (30) days from the date of service, and any services provided during May shall be submitted no later than the 15th of June.

ARTICLE IV. Problem Resolution.

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 Superintendent of the Board and the Sheriff, or their designees.

ARTICLE V. Amendments.

This Agreement may be amended by the chief administrative officers of the parties. Any amendment shall be reduced to writing and signed by the Sheriff of Pinellas County and the Superintendent of Pinellas County Schools.

ARTICLE VI. Transfer of SRDs.

Both the School Board and Sheriff desire to avoid the transfer of an SRD at the request of a Principal. Therefore, except in egregious circumstances when the SRD's behavior warrants immediate removal, the following procedures must be followed:

A. Principals should engage in good personnel management practices to include discussing any issues or concerns with the SRD first, followed by consultation with the SRD's supervisor if necessary.

B. If, after sufficient time has been given for the SRD to modify his/her performance, and concerns still exist, then the Principal will recommend to the Area Superintendent that the SRD be transferred from the school, stating the reasons for the recommendation in writing.

C. Within a reasonable period of time after receiving the recommendation to remove an SRD, the Area Superintendent, or designee, will confer with the Sheriff, or designee, to attempt to resolve any problem that may exist between the SRD and the staff at his/her assigned school.

1. With the agreement of the Superintendent and the Sheriff, or their designees, the SRD, or specified members of the staff from the school, may be required to be present at that meeting.

2. If, within a reasonable amount of time, the problem cannot be resolved in the opinion of both the Superintendent and Sheriff, or their designees, the SRD will be transferred from the school and a replacement will be selected in the manner previously provided for in this Agreement.

This Article does not provide the SRD any rights separate and apart from those found in Sheriffs collective bargaining agreement with its union. Only the Sheriff himself, and not individual SRDs, can seek enforcement of the provisions of this Agreement. Nothing herein shall preclude the Sheriff from unilaterally transferring the SRD at his sole discretion.

ARTICLE VII. Term of Agreement.

The term of this Agreement shall be for eighteen months beginning July 1, 2018, and ending on December 31, 2019.

ARTICLE VIII. Materials and Facilities Supplied by Board.

The Board shall provide the SRD, in each school to which an SRD is assigned, the following materials and facilities necessary to the performance of duties by the SRD:

A. Access to a private office which is air conditioned and properly lighted, with a telephone, to be used for general business purposes. Whenever practicable, the SRD will be provided with a private office. Upon request, SRDs will be provided free access to the Board's computer network to the extent that it is economically practicable. Sheriff will provide the computer hardware to be utilized by the SRD, although each individual school may provide such hardware in its sole discretion. If access is provided, existing school security procedures must be followed, to include secure network access for both the computer and user. Network use must conform to School Board Policy 7540.04, Use of Electronic Resources.

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 (e.g. paper, pencil, pens, etc.).

D. Access to administrative assistance.

E. The SRD will be issued keys for complete access on the campus to which he/she is assigned in accordance with the school safety plan. In the event these keys are lost, misplaced, or stolen through negligence, the cost of any re-keying of the facility shall be borne equally by the law enforcement agency and the Board.

ARTICLE IX. Termination.

This Agreement may be terminated by either party for cause upon seven (7) days written notice that the other party failed substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice.

ARTICLE X. Defense of Legal Actions.

A. Subject to the limitations contained in F.S. §111.07, the Sheriff shall defend any lawsuit filed against the Sheriff or the SRD which arises out of services performed by the Sheriff. The Sheriff's procedures shall be followed in handling such suits. The Sheriff shall pay any judgment rendered against it according to law. Nothing contained herein shall be construed to waive the provisions of F.S. § 768.28 as the same applies to both the Sheriff and the Board.

B. The Board shall defend any lawsuit filed against the Board which arises out of services performed by the Board. Board procedures shall be followed in handling such suits. The Board shall pay any judgment rendered against it according to law. Nothing contained herein shall be construed to waive the provisions of F.S. § 768.28 as the same applies to both the Board and the Sheriff.

ARTICLE XI. Miscellaneous.

A. Assignment. This Agreement may not be assigned without the written consent of the Sheriff and the Board.

B. Severability. Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this contract.

C. Notification. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, if hand delivered to the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other party hereto in writing.

Pinellas County Sheriff to:

Bob Gualtieri, Sheriff
10750 Ulmerton Rd
Largo, FL 33778

Board to:

Chief of Police
Pinellas County Schools Police
Board 1111 IS. Belcher Rd.
Largo, FL 33773

Copy to:

General Counsel, Pinellas County Sheriff
10750 Ulmerton Rd
Largo, FL 33778

Copy to:

Office of General Counsel
Pinellas County School
3014th St. SW
Largo, FL 33770

D. Waiver. No act or omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

E. Governing Law and Venue. This Agreement is to be construed in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state courts shall be in Pinellas County, Florida. Venue for any action brought in Federal court shall be in the Middle District of Florida.

F. Headings. The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

G. Due Authority. Each party to this Amendment represents and warrants to the other party that (i) they are duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Amendment to so execute the same and fully bind the parties on whose behalf they are executing.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representative on the ____ day of _____, 2018.

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____

Attest: _____

Print: _____

Print: _____

Chairman

Ex-Officio Secretary

Approved as to form and correctness:

Sign: _____ Print: _____

SHERIFF, PINELLAS COUNTY, FLORIDA

By: _____

Bob Gualtieri, Sheriff