

SCHOOL SAFETY INTERLOCAL AGREEMENT
AMONG
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA;
THE TOWN OF ORANGE PARK, FLORIDA; AND
THE TOWN OF ORANGE PARK POLICE DEPARTMENT
2018-2019

This Agreement is made among and executed by the School Board of Clay County, Florida ("School Board"), the Town of Orange Park, Florida ("Town"), and the Town of Orange Park Police Department ("OPPD"), collectively referred to hereinafter as "the Parties."

WHEREAS, the Parties have historically entered into annual "Safety and Education Articulation Agreements" whereby OPPD Officers are assigned to certain public schools within Clay County District Schools ("District") to maintain safety and provide certain educational resource services in exchange for the School Board's payment of sums to the Town Council of Orange Park, Florida ("Town Council"), for the benefit of OPPD; and

WHEREAS, the Parties are currently performing (through September 30, 2018) one such agreement known as the *2017-2018 Safety and Education Articulation Agreement* ("2017-18 Articulation Agreement"), a complete and accurate copy of which is attached hereto as **Exhibit A**; and

WHEREAS, under the 2017-18 Articulation Agreement, OPPD's educational resource services include assistance and support to District personnel in planning and implementing school programs such as Drug Abuse Resistance Education ("DARE"), health and substance abuse education, and traffic and pedestrian safety programs at Grove Park Elementary School, Orange Park Elementary School, and Orange Park Junior High School; and

WHEREAS, Florida's recently-enacted Marjory Stoneman Douglas High School Public Safety Act, Ch. 2018-3, Laws of Florida ("the Act"), made significant school safety reforms and imposed upon all Florida public school districts numerous additional requirements to achieve greater safety and security for all public school students and staff; and

WHEREAS, one requirement of the Act, codified in part under section 1006.12 of the Florida Statutes (2018), calls for school boards to partner with law enforcement agencies to establish or assign at least one "school safety officer" at each public school

within a school district by implementing one or any combination of three statutory options going into the 2018-19 school year; and

WHEREAS, a District-wide School Resource Officer “SRO” program presents one statutory option, though state funding committed to the District for a program of this nature is substantially insufficient; and

WHEREAS, the School Board and Superintendent – in collaboration with local law enforcement agencies, officials, and community stakeholders – have collectively explored (and continue to explore) avenues by which adequate funding may be raised and mandates of the Act may be met without compromising the level of services provided by each of the public agencies involved; and

WHEREAS, the Parties have, in fact, partnered with each other, and desire to enter into an agreement under which OPPD provides SRO services at Grove Park Elementary School, Orange Park Elementary School, and Orange Park Junior High School, and continues to deliver the above-referenced educational resource services to said schools throughout the 2018-19 school year, in exchange for payment of certain sums by the School Board.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the mutual promises and obligations stated herein, the Parties agree as follows:

1. The School Board shall pay to the Town the sum of \$210,801.00 upon approval of this Agreement by all Parties in exchange for certain services provided to the School Board by OPPD from July 1, 2018 through June 30, 2019, as specified below. Such payment shall be made in twelve (12) equal installments after execution of this Agreement and upon receipt of a monthly detailed invoice submitted by OPPD to the School Board.

2. The Town agrees to accept payment of such funds for the benefit and use of OPPD.

3. Included under this Agreement shall be OPPD’s assignment of a School Resource Officer (“SRO”) per site to provide public safety, law enforcement, and educational resource services at Grove Park Elementary School, Orange Park Elementary School, and Orange Park Junior High School. The educational resources services shall include OPPD assistance and support to District personnel in planning and implementing school programs such as Drug Abuse Resistance Education (“DARE”), health and substance abuse education, and traffic and pedestrian safety programs at these schools.

4. The School Board and OPPD will collaborate and work together with other government agencies to ensure that the services contemplated herein are appropriately and effectively delivered. General orders and directives will be reviewed

and updated to enhance the working relationship between District and OPPD staff and encourage early intervention strategies and activities.

5. OPPD agrees to comply with the requirements of the Jessica Lunsford Act by requiring that all OPPD personnel and agents who come into contact with students are fingerprinted and have passed a Level II background check at no cost to the School Board.

6. OPPD shall maintain records concerning the performance of services provided by the OPPD Officers assigned as SROs. In accordance with the *Law Enforcement Officers Bill of Rights*, Chapter 112, Fla. Stat., complaints against an OPPD Officer shall be referred to and appropriately addressed by OPPD.

7. This Agreement is entered into and governed by the *Florida Interlocal Cooperation Act of 1969*, section 163.01, Fla. Stat., and all applicable portions of the same are hereby incorporated by reference.

8. Subject to and within the limitations of sections 163.01 and 768.28, Fla. Stat., OPPD agrees to indemnify and hold harmless the School Board and its officers, employees, and agents from and against any and all loss, damage, or liability which arises as a result of the negligent or intentional acts of OPPD personnel which occur in connection with the services contemplated by this Agreement.

9. This Agreement shall become effective upon the date it is fully executed by all the Parties.

10. Upon full execution of this Agreement, the Parties' 2017-18 Articulation Agreement shall be deemed terminated and rendered void without penalty or any further obligations of any party. Otherwise, the 2017-18 Articulation Agreement will remain in full force and effect through September 30, 2018.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date(s) hereinafter indicated.

Carol Studdard, Chair
School Board of Clay County, Florida

Date

Addison G. Davis
Superintendent of Clay County District Schools

Date

Gary Goble
OPPD Chief of Police

Date

Scott Land
Mayor of Orange Park, Florida

Date

Sarah Campbell
Town Manager of Orange Park, Florida

Date