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Superion, a CentralSquare Company

Add-On Quote

lindsev.bjerke@centralsquare.com Lindsey Bjerke, Account Manager **Central Square Technologies** Phone: +14073044684 Fax: **1000 Business Center** Quote Prepared By: Lake Mary, FL 32746 Quote Number: Q-00014948 Valid Until: 08/30/19 Kenneth Wagner, Chief of Police Green Cove Springs, FL, 32043 (904) 885-2191 Clay County District Schools Quote Prepared For: 900 Walnut Street Date: 08/27/19 Thank you for your interest in our company and our software and services solutions. Please review the below quote and feel free to contact Lindsey Bjerke with any questions.

License Fees & Maintenance Product Name ONESolution Multi-Jurisdictional Dispatch Option ONESolution MCT Client-Digital Dispatch		Quantity 1 47	License Fee 3,000.00 37,600.00	Maintenance 600.00 7,520.00
	Total		40,600.00	8,120.00
Professional Services Installation & Configuration Product Name ONESolution Public Safety & Justice Map Audit Services			Amount 7,000.00	
Technical Services Product Name ONESolution Computer-Aided Dispatch Technical Services	Total		7,000.00 Amount 1,600.00 1,600.00	

Page 1 of 6

Amount

Product Name Training



11,520.00 2,560.00	14,080.00	Amount 3,680.00 640.00 960.00	5,280.00	27,960.00	Amount 5,000.00 5,000.00		Amount 40,600.00 27,960.00 68,560.00 USD	68,560.00 USD	8,120.00 USD 76,680.00 USD
	Total		Total	Total Professional Services	Total		Subtotal		
ONESolution Computer-Aided Dispatch Training ONESolution Mobiles Management Training		Project Management Product Name ONESolution Computer-Aided Dispatch Project Management ONESolution Mobiles Management Project Management ONESolution Public Safety & Justice Map Audit Services			Travel & Living Expenses Product Name Public Safety Travel & Living Expenses Estimate	Summary	Product/Service License Fees Professional Services	Total Excluding Maintenace	Net Maintenance Total with Maintenance

Travel & Living Estimate Total inclusive of any Maintenance, Travel & Living

5,000.00 USD 81,680.00 USD

See Product notes in the Additional Information Section

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TECHNOLOGIES

Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery. Delivery is defined as either a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar electronic file transfer method, or (b) physical shipment, such as on a disc or other media transfer method. Physical shipment is on FOB- CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the CentralSquare Solutions.

Comments:

Products/Services/Training breakdown as follows:

CAD

CAD System Admin Training/System Admin Workshop - 4 days total-3 onsite (This will be assistance with configuration and build of the new agency and will also serve as an SA refresher for Green Cove for new features, etc.) CAD Audits - 5 days (Initial Audit = 1 day, Intermediate Audit = 2 days & Final Audit = 2 days for a total of 5 days)- These are client system configuration reviews by CST resources to ensure customer build work is on track for time, accuracy and quality to meet the project schedule.

Standard Map Audit Services – 1 day (Assist with determinations about map changes, specifically, how to address buildings, floors, areas, etc. that could be more than just a single address on a map)- These are client system configuration reviews by CST resources to ensure customer map data is consistent with build work, corrections or adjustments are on track for time, accuracy and quality to meet the project schedule. Message Switch System Admin Training- 1 day onsite- This course focuses on Message Switch principles, methodologies, and administration. Instruction is followed by a cooperative management console, and SQL databases required for proper operation. Administration of the users and unit tables of the message switch will be covered along with basic troubleshooting planning session and hands-on activities to build the internal switch configuration for a subset of mobile devices. The class covers familiarization with the message switch host process, tools and reporting.

MCT

47 MCT Licenses

MCT System Admin Training- 1 day- This course focuses on configuration and maintenance of mobile computing devices running the Superion Public Sector MCT application (also called ONESolution MCT/OSMCT). We will cover initial installation of the MCT client, assignment of terminal identifiers provided by the Message Switch administrator, configuration requirements for mobile connectivity and agency specific configuration options within the MCT application.

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Waived Items

Mobile

Technical Services - 7 days (4 days onsite, 3 days remote) (includes initial config plus building user/unit configurations as requested and install assist for mobiles)- ***Agency waived this recommended service.

MCT Train the Trainer- 4 days onsite- *** Agency waived this recommended training.

Additional Notes:

- CentralSquare Technologies will not be responsible for any issues arising during implementation since this is outside of the recommended services plan and training for an add on agency.

- Attached Access Agreement will need to be executed by both Clay County School and Green Cove Springs to proceed with order.

- Maintenance for year 1 is included in the price of the MCT licenses. Year 2 is listed for informational purposes only. Amount of the Purchase Order should be for total license and services costs, plus a line item for estimated expense for Travel and Living will be billed as incurred but not to exceed \$5,000 pursuant to the Travel Expense Guidelines attached.

- Custom Modifications and Third Party Product Implementation Services fees do not apply to this quote.

- Any additional services needed will be scoped, priced and presented to the customer. Additional work, if needed will be handled via a signed change order or additional price quote.

See Tax Exempt Form.

- The terms and conditions of Addendum A and District Purchase Order are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated.

Kenneth Wagner, Chief of Police Clay County District Schools

Authorized Signature:

Printed Name:



Date:__

Additional Information Section

Product Notes:

ONESolution MCT Client-Digital Dispatch: Purchase of base product includes the following features. -ONESolution MCT Client-Digital Dispatch -ONESolution MCT Client-MAPS -Client access to Message Switch

Travel and living expenses not to exceed \$5,000.00 are an estimate. Actual expenses will be charged per our current Travel Expense Guidelines (attached) excluding alcholic beverages and tipping. –

Travel Expense Guidelines

Superion will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the Superion Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – Superion will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, Superion shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –Superion will use the most reasonable accommodations possible, dependent on the city. All movies and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more Superion employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. Superion shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Superion auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – Superion staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem will be \$60 fixed rate for day.

AGENCY ACCESS AGREEMENT

among

School Board of Clay County, Florida 900 Walnut Street Green Cove Springs, FL 320403

and

Green Cove Springs Police Department 321 Walnut Street Green Cove Springs, FL 32043

and

Superion, LLC, successor to SunGard Public Sector Inc. 1000 Business Center Drive Lake Mary, FL 32746

Whereas, Clay County Sheriff's Office ("Licensee") and Superion, LLC, successor to SunGard Public Sector Inc., ("Superion") entered into that Contract and Agreement dated March 5, 1997 ("Licensee Agreement"). School Board of Clay County, FL ("Accessor") desires to obtain access to and a limited right of use from Licensee for certain software licensed by Licensee under the Licensee Agreement (the "Accessed Software"). In order that Accessor obtain such limited right of access and use, SunGard Public Sector, Licensee and Accessor are entering into this Agreement (the "Access Agreement").

Accordingly, the parties, intending to be legally bound, agree as follows:

1. <u>Limited Right of Access</u>. Superion grants Licensee permission to allow Accessor to have access to Licensee's instance of the Accessed Software, subject to the terms, conditions and restrictions provided for in this Access Agreement The Accessed Software consists of the following:

<u>ONESolution Multi-Jurisditional Dispath Option</u> <u>ONESolution MCT Client-Digital Dispath</u>

2. <u>Right of Termination</u>. Superion has right to terminate this Access Agreement, and accordingly, Accessor's access to the Accessed Software, upon any breach of this Access Agreement. To terminate this Access Agreement, Superion will provide notice of such breach to Licensee and Accessor (as appropriate), and the breaching party will have thirty (30) days from the date of such notice to cure such breach. If such breach is not cured to Superion's reasonable satisfaction by the expiration of such thirty (30) day period, then this Agreement will be deemed terminated at the expiration of such thirty (30) day period, and thereupon, Accessor's right to access the Accessed Software will be deemed terminated, without any further action by any party.

3. <u>Accessor Software Constitutes Confidential Information of Superion</u>. Accessor acknowledges and agrees that Accessed Software constitutes confidential, proprietary information of Superion, and is and will remain the sole property of Superion. Accessor agrees that it shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of components of Accessed Software. Accessor shall hold in confidence the Superion proprietary information for its benefit and internal use only by its employees on a strict "need to know" basis.

4. <u>Obligations of Superion, Right of Accessor Regarding Accessed Software</u>. Accessor's right to use the Accessed Software is derivative of Licensee's license to use the Accessor Software under the terms and conditions of the Licensee Agreement. Superion is not deemed to have granted Accessor any license to use the Accessor Software by virtue of this Access Agreement. Any such license can only be effected by the execution by Accessor and Superion of a definitive written software license agreement between Superion and Accessor that, by its express terms, purports to provide such a right of license to Accessor. Superion will have no obligations whatsoever to Accessor in connection with the Accessed Software. As BETWEEN SUPERION AND ACCESSOR, THE ACCESSED SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. SUPERION MAKES NO WARRANTIES WHATSOEVER TO ACCESSOR REGARDING THE ACCESSED SOFTWARE, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE. SUPERION WILL HAVE NO LIABILITY TO OR THROUGH ACCESSOR UNDER OR IN CONNECTION WITH THIS ACCESS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE ACCESSED SOFTWARE, IN WHOLE OR IN PART.

5. <u>Accessor Indemnification Obligations.</u> To the extent that Accessor's sovereign immunity is waived by F.S. 768.28, Accessor shall indemnify, defend and hold harmless Superion, and the Licensee and their respective officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by either Superion or the Licensee resulting from any action by a third party that arise out of or result from, or are alleged to arise out of or result from the gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Accessor, any authorized user, or any third party on behalf of Accessor or any authorized user, in connection with this Access Agreement.

6. <u>Governing Law</u>. This Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

7. <u>Integration Provision</u>. This Access Agreement contains the entire understanding of the parties with respect to its subject matter and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. No modification of this Access Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

SCHOOL BOARD OF CLAY COUNTY, FL	SUPERION, LLC					
	Usa Numann					
Authorized Signature	-Autho	mizede Signature				
	Lisa Neumann	Controller				
Print Name & Title						
	9/12/2	2019				
Date						
GREEN COVE SPRINGS POLICE DEPARTMENT, FL						
Authorized Signature						
Print Name & Title						
Date						

"ADDENDUM A" TO CONTRACT WITH THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

Notwithstanding any contractual language to the contrary, the terms and conditions of this "Addendum A" shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this "Addendum A" is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida ("Board") shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools ("District"), and all Board officers and employees.

1. INDEMNIFICATION

In addition to any other statutory or common law obligation to indemnify and defend the Board, Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees from and against any claim, loss, damage, penalty, or liability arising from any negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or agents relating to the performance of duties contemplated by or arising from the underlying contract. Such obligations of the Contractor/Vendor include the duty to defend the Board and its officers and employees from and against any claim, complaint, payment, penalty, or other liability arising from the negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or its agents. These obligations shall survive termination of the underlying contract.

2. INSURANCE

Unless otherwise specified in the underlying contract, Contractor/Vendor shall maintain throughout the term/duration of the contract (and any authorized renewal periods) the following insurance policies providing at least the minimum amounts shown:

- 1. <u>General Liability Policy</u>: \$1,000,000.00 per occurrence \$2,000,000.00 aggregate
- 2. <u>Auto Liability Policy</u>: \$1,000,000.00 combined single limit \$5,000,000.00 charter or common carrier
- 3. <u>Worker's Compensation Policy</u>: \$100,000
 - Note: To the extent that Contractor/Vendor is statutorily or otherwise legally exempt from Worker's Compensation insurance obligations, Contractor/Vendor must execute a Release and Hold Harmless Agreement in a form acceptable to the Board.

Each insurance policy shall be obtained from an insurance carrier rated as "A-" or better, under a policy approved for use in the State of Florida. Further, unless otherwise agreed to by the Board, such insurance policy shall contain evidence/endorsement for physical and sexual abuse and molestation coverage. Each Certificate of Insurance ("COI") shall name the School Board of Clay County, Florida, as an additional insured and the policy must unconditionally entitle the Board to thirty (30) days' notice of policy/coverage cancellation.

3. RESERVATION OF SOVEREIGN IMMUNITY

No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the Board's liability beyond that which is set forth in section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the Board's sovereign immunity from suit, or to require the Board to indemnify Contractor/Vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the Board. The Board expressly reserves all other protections and privileges related to its sovereign immunity.

4. GOVERNING LAW AND VENUE

The underlying contract and this "Addendum A" shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. Further, the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have exclusive jurisdiction to enforce the terms of and adjudicate any disputes arising from the underlying contract and this "Addendum A."

5. LEVEL II BACKGROUND SCREENING

Contractor/Vendor represents and warrants to the Board that it is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. Contractor/Vendor agrees to comply with all requirements of the above-cited statutes and background screening(s) at its own expense, and shall provide the Board with proof of clearance/compliance upon request. Contractor/Vendor agrees that its duty to defend, hold harmless, and indemnify the Board extends to any liability, damages, penalties, and costs which result from its failure to comply with the requirements of this provision.

6. INDEPENDENT CONTRACTOR

The services and/or products provided by Contractor/Vendor pursuant to the underlying contract are rendered to the Board in the capacity of an independent contractor. Accordingly, Contractor/Vendor is not authorized to assume or create any obligations or responsibility (expressed or implied) on behalf of the Board. Nothing contained in the underlying contract shall be construed as creating an employer-employee or principal-agent relationship or a joint venture between Contractor/Vendor and the Board. In this regard, neither Contractor/Vendor nor its officers, employees, or agents shall be deemed to be employed by the Board for purposes of taxes or contributions levied by, under, or in accordance with any federal, state, or local laws with respect to employment or compensation for employment.

7. PUBLIC RECORDS

Contractor/Vendor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance duties imposed by the underlying contract. Accordingly, in addition to all other Public Records obligations, Contractor/Vendor shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under the contract ("Contract Data") which come within the definition of a "public record" under Chapter 119.
- b. Provide to the Board, upon its request and free of charge, a copy of each record which Contractor/Vendor seeks to produce in response to a public records request.
- c. Ensure that Contract Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its contractual obligations, transfer to the Board, at no cost to the Board, all Contract Data in the Contractor's/Vendor's possession or otherwise keep and maintain such data as required by law.

All records transmitted to the Board must be provided in a format that is compatible with the Board's information technology systems. Any failure to comply with this provisions shall constitute a default and material breach of the underlying contract by the Contractor/Vendor, which may result in immediate termination by the Board without penalty to the Board.

IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE UNDERLYING CONTRACT, CONTRACTOR/VENDOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

8. STUDENT RECORDS

Notwithstanding any provision to the contrary contained in the underlying contract, Contractor/Vendor, its officers, employees, and agents shall fully comply with the requirements of the Family Education Rights and Privacy Act, sections 1002.22 and 1002.221 of the Florida Statutes, and all applicable laws and regulations regarding the student information and records. personally identifiable confidentiality of Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees for any violation of this covenant. This provision shall survive the termination of the underlying contract and shall be binding upon Contractor/Vendor until such time as any claim arising from a breach of this covenant is barred by any applicable statute of limitations. In the event of a breach of security as defined by section 501.171 of the Florida Statutes, Contractor/Vendor shall notify the Board immediately, but no later than ten (10) calendar days following such security breach. Additionally, Contractor/Vendor shall fully cooperate, at its own expense, with the Board and assist the Board with all remedial efforts, required notifications, and any other obligations arising from or related to such a security breach.

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9. PAYMENT TERMS AND CONTINGENCIES

Unless otherwise required by law, the Board's payment obligations (if any) arising from the underlying contract are contingent upon an annual appropriation by the Board and the availability of funds to pay for the contracted goods and/or services provided. If such funds are not appropriated or made available for the underlying contract and results in its termination, such conditions/events shall not constitute a default by the Board.

Contractor/Vendor shall be paid in accordance with the Local Government Prompt Payment Act upon submission of invoices to the District after delivery and acceptance of the goods and/or services provided. Where required, an original invoice referencing a District purchase order number shall be submitted for payment to the District's Accounts Payable Department, 814 Walnut Street, Green Cove Springs, Florida 32043.

Contractor/Vendor agrees to the foregoing terms and conditions of this "Addendum A" as evidenced by the following signature of its authorized representative as of the date indicated below:

Signature:	(Lisa Numann	
Printed Na		
Title:	Controller	- <u></u>
	7/2019	

Addendum A Form, May 2018, SBAO (web)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/21/2010

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If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).											
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The ACORD name and logo are registered marks of ACORD

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July 2, 2019

Chief Kenneth Wagner Clay, County District School Police Department 900 Walnut Street Green Cove Springs FL 32043

Chief Wagner,

This letter serves as confirmation as the developer and owner of the copyright to the Superion Software applications. This includes, but not limited to, One Solution CAD software. Superion is the sole source for the purchase of software licenses and associated services, including annual software support and subscription services for the One Solution software applications. The Superion One Solution product has unique interoperability to other customers in Clay County, Florida, including Green Cove Spring Police Department.

Superion was recently part of a merger in September of 2018. This merger became the newly formed CentralSquare Technologies company

Should you have any questions, please contact me at <u>bob.koenig@centralsquare.com</u>, or by phone at 330-321-6529.

Sincerely,

Rober of this

Bob Koenig Vice President Sales, PSJ Enterprise

MEMORANDUM OF UNDERSTANDING FOR ACCESS TO FCIC AND NCIC

DATA THROUGH THE CLAY COUNTY SHERIFF'S OFFICE COMPUTER NETWORK.

This agreement is made this 2^{-n+1} $D = A^{-n+1}$, 2019 by and between the Clay County School Board Police Department, Green Cove Springs, FL, (hereinafter called "CCSBPD") and the Clay County Sheriff's Office, having an office located at 901 North Orange Ave, Green Cove Springs, FL 32043 (hereinafter called "CCSO").

- A. Overview of the Agreement
 - The CCSBPD and the CCSO joined together in a cooperative effort to share information and resources in order to help the respective agency enhance its crime prevention, crime solving, and procedural capabilities. In furtherance of these goals, the CCSBPD and the CCSO will run the Central Square Public Safety software with the main servers on the CCSO computer network. The Orange Park Police Department, Orange Park, FL (hereinafter called "OPPD") and the Green Cove Springs Police Department, Green Cove Springs, FL (hereinafter called "GCSPD") will also be on the system with a similar agreement. Through the software each Agency has access to query only transactions from NCIC/FCIC. This document is to establish responsibilities for each Agency due to this access.

B. Responsibilities of CCSO

- The CCSO will house and maintain the physical and logical security of the four main services used to run the Central Square Public Safety software commonly known as Computer Aided Dispatch (CAD), Records Management System (RMS), Jail Management System (JMS), the message switch, and the database servers.
- 2. Auditing of the data in the system is not required due to data being query only.
- 3. NCIC/FCIC shall not be disseminated from this system.
- 4. Hits are not confirmed through this system.
- 5. Server logs from the six main servers CAD, SQL1, CADMSG, CADDB, MDS, and RMSDB will be captured by CCSO, reviewed weekly, and maintained for 365 days as required by CJIS Policy. CCSO will grant CCSBPD access to these logs for official purposes only.
- 6. Quality Assurance (QA) is not required with query only data.
- 7. CCSO will protect all personal information provided by CCSBPD for system management.
- 8. CCSO will allow CCSBPD access to the system twenty-four hours a day seven days a week.
- 9. CCSO will ensure all their personnel have completed all the training and screening required to access FCIC/NCIC prior to system access.
- 10. Use of the system is for official law enforcement purposes only.

- 11. Validation is not required due to no data entry.
- 12. The CCSO Information Technology (IT) Section will provide CCSBPD with a current Network map required by FDLE.
- 13. The CCSO Local Agency Security Officer (LASO) will provide technical assistance as it relates to CJIS policies, but it is still up to CCSBPD to determine their own policies.
- 14. The CCSO IT Section will provide support for application training if needed, network design and configuration, and laptop support for law enforcement software as required and requested by CCSBPD.
- 15. Due to the fact that our networks are directly connected, if CCSO identifies a network threat that warrants CCSO notification of FDLE, CCSO will also notify CCSBPD so they can take appropriate actions.
- C. <u>Responsibilities of CCSBPD</u>
 - 1. CCSBPD will grant CCSO access to the social security numbers of the personnel requiring access to the system. The numbers are required for management of the system and the message switch interface.
 - 2. CCSBPD will ensure all personnel accessing the system meet all the personal screening requirements outlined in CJIS policy. CCSBPD will immediately notify CCSO if the access status changes on their personnel so CCSO can disable access to the system.
 - 3. CCSBPD will provide a current list at least quarterly to CCSO of personnel with access to the system.
 - 4. CCSBPD will ensure all computers and mobile computers meet the CJIS requirements for physical and logical security. They will also ensure their Mobile Computing Terminals (MCT) meet the advanced authentication requirements if applicable.
 - 5. Due to the fact that our networks are directly connected, if CCSBPD identifies a network threat that warrants notification of FDLE, they will also notify CCSO so they can take appropriate actions as needed. CCSBPD will provide CCSO with an updated network map as required by CJIS policy due to the fact our networks are directly connected.
 - 6. CCSBPD will ensure their computer network meets all the requirements defined in CJIS security policy due to the fact they have their own ORI and agreement with FDLE.

D. Contact Information

The technical contact information is to be updated as follows:

CCSO:

Mr. Dominic Antoniello

IT Applications/Development Manager

dantoniello@claysheriff.com

904-529-6017

Ms. Stacy Wase

IT Systems Manager

swase@claysheriff.com

904-529-6027

Mr. Jim Hansen

Local Agency Security Officer

jhansen@claysheriff.com

904-529-6024

MARK ROMANO.

CCSBPD:

M.R. JONATHAN SKIPPER

<u>JONATHAN, SKIPPER CMNONECLAY</u> SPD.NET

IT SUPERVISOR

90-4-336-960

ALT. LASO. MARIL. ROMANO CMYDNECLAY 04-336-0/02

E. Execution

This amendment will become effective upon execution of the signature of all parties to the amendment. The date of execution shall be the date of the last signature.

Law Enforcement Administrator Signature Date ARRYL ANIELS

Print Name

<u>Sheriff</u> Title Law Enforcement Administrator

WW 8-2019

ENNETTH J. WAENER

Print Name

Chief of Police Title

3 of 3

2019-2020

SCHOOL SAFETY INTERLOCAL AGREEMENT AMONG THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA; CITY OF GREEN COVE SPRINGS, FLORIDA; AND <u>GREEN COVE SPRINGS POLICE DEPARTMENT</u>

THIS AGREEMENT is made among and executed by the School Board of Clay County, Florida ("School Board"), the City of Green Cove Springs, Florida ("City"), and the City of Green Cove Springs Police Department ("GCSPD"), collectively referred to hereinafter as "the Parties."

WHEREAS, the Parties have historically entered into annual "Safety and Education Articulation Agreements" whereby CGSPD 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 City for the benefit of GCSPD; and

WHEREAS, the Parties are currently performing one such agreement known as the 2018-2019 Safety and Education Articulation Agreement ("2018-19 Articulation Agreement"), a complete and accurate copy of which is attached hereto as Exhibit A; and

WHEREAS, under the 2018-19 Articulation Agreement, GCSPD'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 Charles E. Bennett Elementary School and Green Cove Springs 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"), as amended in 2019, 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

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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-four statutory options going into the 2019-20 school year; and

WHEREAS, a District-wide combination School Safety Officer/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; arid

WHEREAS, the Parties have, in fact, partnered with each other, and desire to enter into an agreement under which GCSPD provides SRO services at Charles E. Bennett Elementary School and Green Cove Springs Junior High School, continues to deliver the above-referenced educational resource services to said schools throughout the 2019-20 school year, and also creates, sets up and staffs a combined Police Dispatch Center to jointly serve GCSPD and the Clay County District Schools Police Department 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 upon approval of this Agreement by all Parties shall pay to the City the sum of \$328,091.24 in exchange for certain services provided to the School Board by GCSPD from July 1, 2019, through June 30, 2020, 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 GCSPD to the School Board. The above total sum includes payment for the existing School Resource Officers in the total amount of \$143,534.00 and payment for all salaries and all other expenses for four dispatchers in the total amount of \$184,557.24

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2. The City agrees to accept payment of such funds for the benefit and use of CGSD.

3. Included under this Agreement shall be GCSPD's assignment of a School Resource Officer ("SRO") per site to provide public safety, law enforcement, and educational resource services at Charles E. Bennett Elementary School and Green Cove Springs Junior High School. The educational resources services shall include GCSPD 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. Also included under this Agreement, the City and GCSPD shall implement a combined Police Dispatch Center to serve to facilitate communications between 911 services, the Clay County District Schools Police Department and the Green Cove Springs Police Department, which Dispatch Center shall be staffed by four (4) communications Officers who shall be employees of the Green Cove Springs Police Department. Said dispatch officers shall be hired by the Green Cove Springs Police Department and shall meet all of the criteria set forth in the GCSPD job description for "Communications Officer 110-3."

5. The School Board, the Clay County District Schools Police Department, and GCSPD 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 GCSPD staff and encourage early intervention strategies and activities.

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

7. GCSPD shall maintain records concerning the performance of services provided by the GCSPD Officers assigned as SROs. In accordance with the Law Enforcement Officers Bill of Rights, Chapter 112, Fla. Stat., complaints

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against a GCSPD Officer shall be referred to and appropriately addressed by GCSPD.

8. 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.

9. Subject to and within the limitations of the sections 163.01 and 768.28, Fla. Stat., GCSPD 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 GCSPD personnel which occur in connection with the services contemplated by this Agreement.

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

11. Upon full execution of this Agreement, the Parties' 2018-19 Articulation Agreement shall be deemed terminated and rendered void without penalty or any further obligations of any party. Otherwise, the 2018-19 Articulation Agreement will remain in full force and effect through September 30, 2019.

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

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THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

& dard By: CAROL STUDDARD, Chair

900 Walnut Street Green Cove Springs, Florida 32043

By:

Date: 06/27/2019

Date: 06/27/2019

Superintendent of Schools

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CLAY COUNTY DISTRICT SCHOOLS POLICE DEPARTMENT

By: R, Chief MV 900 Walnut Street

Green Cove Springs, Florida 32043

Date: 6-27-19

POLICE DEPARTMENT OF GREEN COVE SPRINGS, FLORIDA

By: DEREK ASDOT, Chief

Date: 7.2319

Date: <u>7-113-19</u>

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CITY OF GREEN COVE SPRINGS, FLORIDA

By: 🥖 STEVEN KELLEY, Mayor 321 Walnut Street

Green Cove Springs, Florida 32043

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CITY OF GREEN COVE SPRINGS,

FLORIDA

By: STEVE KENNEDY City Manager

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Date: <u>7-93-19</u>

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Agenda Plus - June 27, 2019 - Regular School Board Meeting

AgendaPlus®



School Board of Clay County

June 27, 2019 - Regular School Board Meeting

<u>Title</u>

C17 - 2019-2020 School Safety Interlocal Agreement among the School Board of Clay County, Florida; City of Green Cove Springs Florida; and Green Cove Springs Police Department.

Description

Consider proposed funding and contract options to meet the requirements for the Marjory Stoneman Douglas High School Public Safety Act, Ch. 2018-3 to include draft agreement with the City of Green Cove Springs and the Green Cove Springs Police Department School Resource Officer (SRO) program and the City of Green Cove Springs Police Department Dispatch Center to include one full time police officer at each of the two schools in the city boundaries for the 2019-2020 academic year and four communications officers who shall be employees of the Green Cove Springs Police Department and will meet all the criteria set forth in Green Cove Springs Police Department "Communications Officer 110-3".

Gap Analysis

The City of Green Cove Springs has contracted with the Clay County District Schools to provide a School Resource Officer at the two schools within their municipality for the school year 2018-2019. While overall positive relationship, the City of Green Cove Springs will continue with the school system to enhance the connectedness between the local police department and families of students living in the city and attending one of the two schools.

Previous Outcomes

During the school year 2018-2019 the Green Cove Springs Police Department planned and implemented the Drug Abuse Resistance Education ("DARE") along with District personnel, along with the introduction of a pedestrian safety program at Charles E. Bennett and Green Cove Junior High.

Expected Outcomes

The presence of the SRO's on the two campuses will help to strengthen relationships between the local police department and families in the community. This will also improve relationships between students and their local police department, resulting in higher quality interactions with the neighborhoods, ultimately creating a more cohesive and secure campus environment. There will be a continuation of educational instruction concerning the law and illegal activities with students, as well as a reduction in the number of aggressive and violent conduct referrals overall.

Strategic Plan Goal

This agreement concerns the safety of students and others that gather on school campuses for community and school related events. In order to continue to offer a safe environment, the partnership with the Green Cove Police Department is necessary.

<u>Recommendation</u>

Approve the agreement between the GCSPD and SBCC that is substantially similar to the one attached.

<u>Contact</u>

Dr. Michael Kemp, Assistant Superintendent for Operations, (904) 336-6824, michael.kemp@myoneclay.net, John Ward, Director of Safety and Security, 904-336-6846, John.ward@myoneclay.net

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