

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 23940
Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:
6/1/2023
WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
 Must Have Board Approval over \$100,000.00

Date Submitted: April 19, 2023 *Kenneth J Wagner*

Name of Contract Initiator: Kenneth J Wagner Sr - Chief of Police Telephone #: 904-336-0101

School/Dept Submitting Contract: Clay County District Schools Police Dept. Cost Center # 9025

Vendor Name: ~~Town of Orange Park and Orange Park Police Department~~

Contract Title: School Safety Interlocal Agreement SBCC and Town of Orange Park

Contract Type: New Renewal Amendment Extension Previous Year Contract # 220142

Contract Term: 1 year 23-24 Schl Year Renewal Option(s):

Contract Cost: \$299,812.00

BUDGETED FUNDS - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line # 106.7915310.9066.1206.0000.000.0
Funding Source: Budget Line #

NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS - SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

- Completed Contract Review Form
- SBAO Template Contract or other Contract (NOT SIGNED by District / School)
- SIGNED Addendum A (If not an SBAO Template Contract) - When using the Addendum A, this Statement MUST BE Included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."
- Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
Workers' Compensation = \$100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt vendor/contractor must provide Workers' Compensation coverage].
- State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)
- Release and Hold Harmless (If Applicable)

RECEIVED
APR 10 2023
PURCHASING

RECEIVED
4/20/2023
SBAO

AREA BELOW FOR DISTRICT PERSONNEL ONLY

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department BFS Review Date 4/24/2023	Need 23-24 Contract written (See Draft Attached) yellow = changed, added number 11 per Wagner.
School Board Attorney BFS Review Date 5/24/23	Fix Dollar amount on Page 2, only list 1 amount See yellow ok
Other Dept. as Necessary	
Review Date	

PENDING STATUS: YES NO IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR

FINAL STATUS: APPROVED DATE: 5/23

2023-2024

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

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 "School Safety Interlocal Agreement" 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 one such agreement known as the 2022-2023 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, a complete and accurate copy of which is attached hereto as Exhibit A; and

WHEREAS, under this 2023-2024 School Safety Interlocal 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"), 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 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 2023-2024 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; 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 2023-2024 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 upon approval of this Agreement by all Parties shall pay to the Town Council the Sum of \$299,812.00 in exchange for certain services provided to the School Board by OPPD from July 1, 2023, through June 30, 2024, as specified below. Such payment shall be made in twelve (12) monthly payments upon receipt of a monthly detailed invoice submitted by OPPD to the School Board. The above total sum includes payment for the existing School Resource Officers in the total amount of \$299,812.00.

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, the Clay County District Schools Police Department, 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 a OPPD Officer shall be referred to and appropriately addressed by OPPD.

7. This Agreement is entered into and governed by the *Florida Inter-local 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 the 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' 2022-23 School Safety Interlocal Agreement shall be deemed terminated and rendered void without penalty or any further obligations of any party. Otherwise, the 2022-23 School Safety Interlocal Agreement will remain in full force and effect through September 30, 2023.

11. It is further agreed:

A. To work cooperatively with each other to proactively address and report school security issues and to provide students, faculty, and parents with quality law enforcement services and the safest learning environment possible.

B. School Resource officer shall serve on school Threat Assessment Team (Behavioral Threat

Assessment) in accordance with Florida Statute 1006.07 and shall notify Clay County District Schools Police Chief or designee upon completion of an assessment, document such threat assessment in an incident report, and conduct off campus threat assessment if necessary.

C. In all situations wherein the reporting, SRO contemplates criminal charges involving any employee of Clay County District Schools or a student's arrest for a felony occurring on the school grounds during the school day, the matter shall be brought to the attention of the Principal and the Chief of Police for the Clay County District Schools Police Department or designee.

D. To the extent allowed by law and as practicable, the PARTIES agree to give advance Notice to the other and the opportunity for input prior to the release of any press release, media statements, or social media post on all matters related to law enforcement action taken on school grounds or dealing with Clay County District Schools faculty.

E. All body-worn camera recordings, if applicable, captured by the Orange Park Police Department within the school remain the property and work product of the Orange Park Police Department. Any request made to Clay County District Schools by a third party for copies of video recordings shall be referred to the Records Division for the Orange Park Police Department for handling in accordance with Florida law. The Orange Park Police Department and Clay County District Schools further agree that if equipped with the use of a body-worn camera, then the camera operation is part of the officer's uniform. It is understood that within the school setting and when possible, the body-worn cameras will be used when taking law enforcement action, such as but not limited to, interviewing victims or witnesses, making arrests on the school campus, or as otherwise authorized by the policies or procedures of the Orange Park Police Department.

F. The Orange Park Police Department shall notify the Chief of Police of the Clay County District Schools Police Department or designee by June 1, of each subsequent contract year, if the provision of school safety pursuant to F.S. 1006.12 by use of an Orange Park Police Department officer will not be used for the upcoming school year.

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

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By: _____

Date: _____

Ashley Gilhousen, Chair
900 Walnut Street
Green Cove Springs, Florida 32043

By: _____

Date: _____

David Broskle, Superintendent of Schools

CLAY COUNTY DISTRICT SCHOOLS POLICE DEPARTMENT

By: _____

Date: _____

Kenneth Wagner, Chief
900 Walnut Street
Green Cove Springs, Florida 32043

POLICE DEPARTMENT OF ORANGE PARK, FLORIDA

By: _____

Date: _____

Gary Goble, Chief
2025 Smith Street
Orange Park, Florida 32073

THE TOWN OF ORANGE PARK, FLORIDA

By: _____

Date: _____

Randy Anderson , Mayor
2042 Park Avenue
Orange Park, Florida 32073

THE TOWN OF ORANGE PARK, FLORIDA

By: _____

Date: _____

Sarah Campbell, Town Manager

2022-2023

**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**

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WHEREAS, the Parties are currently performing one such agreement known as the 2021-2022 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, a complete and accurate copy of which is attached hereto as Exhibit A; and

WHEREAS, under this 2022-2023 School Safety Interlocal 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"), which Act was amended in 2019, which 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 four statutory options going into the 2022-2023 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; 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 2022-2023 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, 2022 through June 30, 2023, as specified below. Such payment shall be made in twelve (12) 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 the Clay County District Schools Police Department and 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, the Clay County District Schools Police Department, 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 the 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' 2021-2022 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 shall be deemed terminated and rendered void without penalty or any further obligations of any party. Otherwise, the 2021-2022 School Safety Interlocal Agreement will remain in full force and effect through September 30, 2022.

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

THE SCHOOL BOARD OF CLAY
COUNTY, FLORIDA

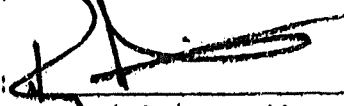
By: Ashley Gilhousen Date: 6/30/22
Mary Bolla, Chair for Mary Bolla
900 Walnut Street
Green Cove Springs, Florida 32043

By: David Broskie Date: 6/3/22
David Broskie
Superintendent of Schools

CLAY COUNTY DISTRICT SCHOOLS
POLICE DEPARTMENT

By: Kenneth Wagner Date: 06-21-22
Kenneth Wagner, Chief
900 Walnut Street
Green Cove Springs, Florida 32043


TOWN OF ORANGE PARK, FLORIDA

By: 

Date: 8/2/2022

Randy Anderson, Mayor
2042 Park Avenue
Orange Park, Florida 32073

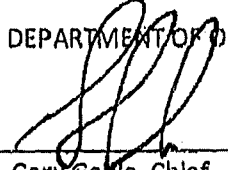
TOWN OF ORANGE PARK, FLORIDA

By: 

Date: 8/2/22

Sarah Campbell
Town Manager

POLICE DEPARTMENT OF ORANGE PARK, FLORIDA

By: 

Date: 8/3/22

Gary Goble, Chief
2025 Smith Street
Orange Park, Florida 32073