

23-245R

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 230141
Number Assigned by Purchasing Dept.



Amended Contract take to Special Board Meeting 7/25/2023

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 Sr*

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: City of Green Cove Springs and Green Cove Springs Police Department

Contract Title: School Safety Interlocal Agreement SBCC and City of GCS

Contract Type: New Renewal Amendment Extension Previous Year Contract # 220141

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

Contract Cost: \$371,877.95

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
 Funding Source: Budget Line # 105.7915310.9055.1205.0000.000.0
 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 20 2023
PURCHASING

RECEIVED
4/20/2023
SBD

AREA BELOW FOR DISTRICT PERSONNEL ONLY

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department BFS Review Date 4/24/2023 5/15/23	Need 23-24 Contract Written (See Draft attached) yellow = change, added number 12 per Wagner ✓OK
School Board Attorney JB Review Date 5/24/23	See yellow ✓OK
Other Dept. as Necessary Review Date Per 7/10/2023 email from BFS cc JB	Take the Amended Contract correcting Section 1 to the July 25th Special Board Meeting

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

FINAL STATUS APPROVED DATE: 5.3.23

AMENDED

2023-2024

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

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

WHEREAS, the Parties have historically entered into annual "School Safety Interlocal Agreement" whereby GCSPD 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 2022-2023 School Safety Interlocal Agreement among the School Board of Clay County, Florida; City of Green Cove Springs, Florida; and the Green Cove Springs 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, 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 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 GCSPD provides SRO services at Charles E. Bennett Elementary School and Green Cove Springs Junior High School, and continues to deliver the above-referenced educational resource services to said schools throughout the 2023-2024 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 \$371,877.95 in exchange for certain services provided to the School Board by GCSPD 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 GCSPD to the School Board. The above total sum includes payment for the existing **School Resource Officers in the total amount of \$155,698.00** and payment for all salaries and all other expenses for four **dispatchers in the total amount of \$216,179.95.**

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

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. GCSPD 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 School Board.

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

8. 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.

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' 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.

12. 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 Statue 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 Green Cove Springs Police Department within the school remain the property and work product of the Green Cove Springs 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 Green Cove Springs Police Department for handling in accordance with Florida law. The Green Cove Springs 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 Green Cove Springs Police Department.

F. The Green Cove Springs 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 a Green Cove Springs 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 Broskie, 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 GREEN COVE SPRINGS, FLORIDA

By: _____ Date: _____

E.J. Guzman, Chief

CITY OF GREEN COVE SPRINGS, FLORIDA

By: _____ Date: _____

Matt Johnson, Mayor
321 Walnut Street
Green Cove Springs, Florida 32073

CITY OF GREEN COVE SPRINGS, FLORIDA

By: _____ Date: _____

Steve Kennedy, City Manager

2023-2024

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