

2021-2022

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

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 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 *2020-2021 Safety and Education Articulation Agreement* ("2021-2022 Articulation Agreement"), a complete and accurate copy of which is attached hereto as Exhibit A; and

WHEREAS, under the 2021-2022 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 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 2021-2022 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**, continues to deliver the above-referenced educational resource services to said schools throughout the 2021-2022 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 \$348,087.99 in exchange for certain services provided to the School Board by GCSPD from July 1, 2021, through June 30, 2022, 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 \$146,050.66 and payment for all salaries and all other expenses for four dispatchers in the total amount of \$202,037.33

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' 2020-21 Articulation Agreement shall be deemed terminated and rendered void without penalty or any further obligations of any party. Otherwise, the 2020-21 Articulation Agreement will remain in full force and effect through September 30, 2021.

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: _____

Mary Bolla, Chair

900 Walnut Street

Green Cove Springs, Florida 32043

By: _____ Date: _____

DAVID BROSKIE

Superintendent of Schools

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CLAY COUNTY DISTRICT SCHOOLS

POLICE DEPARTMENT

By: _____ Date: _____

KENNETH WAGNER, Chief

900 Walnut Street

Green Cove Springs, Florida 32043

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POLICE DEPARTMENT OF GREEN

COVE SPRINGS, FLORIDA

By: _____ Date: _____

DEREK ASDOT, Chief

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CITY OF GREEN COVE SPRINGS,

FLORIDA

By: _____ Date: _____

Edward Gaw, Mayor

321 Walnut Street

Green Cove Springs, Florida 32043

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CITY OF GREEN COVE SPRINGS,

6

FLORIDA

By: _____ Date: _____

STEVE KENNEDY,

City Manager