INTERLOCAL AGREEMENT
BETWEEN
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA,
THE TOWN OF ORANGE PARK, FLORIDA; AND ORANGE PARK POLICE DEPARTMENT
FOR THE SCHOOL RESOURCE OFFICER PROGRAM

This agreement is made among and executed by the SCHOOL BOARD OF CLAY COUNTY, FLORIDA ("BOARD"), THE TOWN OF ORANGE PARK ("TOWN"), AND THE TOWN OF ORANGE PARK POLICE DEPARTMENT ("OPPD"), collectively ("the Parties").

WITNESSETH:

WHEREAS, Chapter 163, Florida Statutes, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and"

WHEREAS, the BOARD and the OPPD have entered into this Agreement pursuant to section 1006.12, Florida Statutes: and

WHEREAS the BOARD and the OPPD desire to provide law enforcement-related services to certain public schools within Clay County in compliance with 1006.12, Florida Statutes;

WHEREAS the BOARD and the OPPD realize the potential benefits of the School Resource Officer (SRO) Program to the citizens of Clay County; and

WHEREAS, the BOARD agrees to contract with the OPPD and the OPPD agrees to provide the BOARD with an SRO Program in the Clay County School District "DISTRICT" for its public schools, and the BOARD agrees to reimburse the OPPD for predetermined expenses in providing the SRO Program in accordance with the attached Appendices; and

WHEREAS, the BOARD and the OPPD desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by SROs and the OPPD.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Article I. Establishment of the SRO Program
A School Resource Officer Program is established within the public schools of Clay County.

Article II. Goals and Objectives
The BOARD and the OPPD share the following goals and objectives with regard to the SRO

Program:

1. For OPPD and the DISTRICT to work collaboratively to create and support educational programs and activities that will increase student's knowledge of, and respect for, the law and law enforcement agencies; and support programs that are equally beneficial to the DISTRICT, OPPD, and the SRO Program;
2. For SROs to serve as mentors and positive role models for students;
3. OPPD and the DISTRICT shall act swiftly and cooperatively when responding to disruptions, threats to school safety, and reports of criminal activities on school property;
4. To report **ALL** criminal and non-criminal police-related activities (Baker Act, property damage, vehicle accidents, etc.) that occur on school campuses and threats to school safety, whether on or off campus to the District Office of Safety & Security (School Safety Specialist or their Designee) in addition to any other action that OPPD may take
5. To cooperate with the District Office of Safety & Security and other law enforcement officials in their investigation of criminal and non-criminal activities detailed in Article II, section 4;
6. To cooperate with the DISTRICT in regard to accessing school videos, facility use coverage and securing reports regarding vehicle accidents, assault claims, etc. and other law enforcement related issues.
7. In cases where school discipline is the result of alleged criminal activity, OPPD and the DISTRICT should cooperate in the best interests of the school and the community.
8. In accordance with Florida Statute 1006.12, The DISTRICT will retain the Guardian program and all oversight, costs, and administration of the program. The Guardian program and supervision thereof falls within the area of the District Office of Safety & Security. Guardians serve at the direction of the District Office of Safety & Security.

Article III. Employment, Assignment, and Dismissal

1. The OPPD agrees to provide officers at the current staffing and service levels.
2. Both parties acknowledge at the signing of this agreement that SRO positions will be assigned to the following schools located within Clay County:
    a. Grove Park Elementary
    b. Orange Park Elementary
    c. Orange Park Junior High
3. The SROs shall be employees of OPPD and shall be subject to the administration, supervision, and control of the OPPD and are also subject to the terms and conditions of

this Agreement. OPPD agrees to provide and to pay the SRO salary and employment benefits in accordance with the applicable salary schedule and employment practices of OPPD, including but not limited to sick leave, personal leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental and medical insurance along with the costs of operations and equipment. The BOARD shall pay to the TOWN the sum of **$352,043.87** in exchange for certain services provided to the BOARD by OPPD from July 1, 2026, through June 30, 2027. 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 BOARD. The SROs shall be subject to all personnel policies and practices of OPPD and Clay County District Schools policy per Florida Statute 1006.12(1)(b),

4. The SROs must, at a minimum, meet all State requirements for training and certification as described within the Marjory Stoneman Douglas Public Safety Act (MSDPSA) and all revisions contained within the Act. In addition, the SROs must maintain compliance as it pertains to any future revisions with the MSDPSA.

5. In the event the Principal of a school believes the assigned SRO fails to engage in a productive working relationship with the DISTRICT employees of the school, the following progressive steps shall be followed:

    a. The principal shall meet with the SRO Unit Supervisor (OPPD designee) to express the concerns;

    b. The SRO Unit Supervisor shall investigate and determine an appropriate resolution, and will notify both the OPPD Chief and the affected Principal of the outcome;

    c. If the situation remains unresolved, it shall be reviewed by the Superintendent or designee and the OPPD Chief or designee. If the Superintendent requests removal of an SRO from the assigned school or from the SRO unit entirely, the Superintendent or designee and the OPPD Chief or designee, shall determine the proper course of action.

6. The assignment of an SRO to a school and/or the SRO Unit shall remain with OPPD. The OPPD, with sole discretion, shall have the power and authority to hire, discharge, and discipline SROs. The OPPD shall hold the BOARD free, harmless, and indemnified from and against any and all claims, suits, or causes of action arising out of the allegations of unfair or unlawful employment practices brought by SROs.

7. The SRO's assignment/reassignment to his/her specific school and any new hire of an SRO shall be at the sole discretion of the OPPD with input from the Superintendent or designee of the DISTRICT.

8. The DISTRICT shall include OPPD in the planning for summer school. OPPD shall assign an appropriate number of School Resource Officers to provide security for the duration of the summer sessions as this is part of their regular duties and responsibilities.
9. The DISTRICT shall include OPPD in the planning for any events on campus that require more officers be present at a school than assigned under this Agreement, including, but not limited to, FHSAA events and other events taking place outside of the entire school day as defined by Florida Statute 1011.60(2). In the case of a FHSAA event, OPPD agrees to provide officers to the DISTRICT to conform with guidelines set by FHSAA and the DISTRICT to ensure the safety of students and the public that are present at such events.
10. Any officer who accepts the assignment to the SRO Unit shall commit to remain in the assignment for the duration of the school year before seeking a transfer from the SRO Unit.
11. If an SRO is discharged, disciplined, or discharges his or her firearm in the course of his or her duties as a safe-school officer, as defined in Florida Statute 1006.12, other than for training purposes, OPPD shall notify the District's School Safety Specialist as soon as practical, in compliance with Florida Statute 1006.12. The Safety Specialist is mandated to report such incidents to the Florida Department of Education Safe Schools within 72 hours.

Article IV: Duty Hours

1. The SRO shall be on duty for eight (8) hours including the entire school day as defined by Florida Statute 1011.60(2) and Florida Administrative Code Rule 6A-1.045111. In the event an SRO is absent from work, the SRO shall notify both the SRO Supervisor and the Principal at the assigned school.
2. Both parties understand and agree that time spent by SROs attending court and/or criminal cases arising from their assignment, as an SRO, shall be considered as hours worked under this agreement. However, the DISTRICT will not incur any additional costs associated with the SRO's coverage.
3. Any staffing deficiency (gap in coverage) shall be reported to the District's School Safety Specialist immediately by the affected SRO supervisor.

Article V: Duties

The duties of the SRO include, but are not limited to, the following:

1. Maintain a Certification of Basic Law Enforcement issued by the Criminal Justice Standard and Training Commission.
2. To enforce Federal, State, and Local laws and ordinances.
3. To investigate reported and alleged criminal activity on, or adjacent to, school property or to investigate reported acts that pose a threat to school safety, in compliance with the MSDPSA.
4. To be available to answer questions that students, parents, faculty, and staff may have regarding police procedure.

5. To investigate and handle any motor vehicle accidents occurring on-campus, and provide associated reports to the DISTRICT upon request.

6. To assist other Law Enforcement Agencies with official investigations involving students attending the school to which the SRO is assigned;

7. The assigned SROs may provide law enforcement services and traffic control for special school events or functions such as athletic events, dances, meetings, etc.

8. The assigned SROs may provide traffic control during the arrival and departure of students when deemed necessary for the safety and security of students;

9. To make recommendations to the school that will add to the safe and orderly arrival and departure of students, parents, and visitors.

10. To notify the principal or designee as soon as possible of an arrest or Baker Act, and if possible, prior to removing the student from campus; The DISTRICT'S procedures shall be followed for parent notification, in accordance with the requirements imposed by Florida Statutes.

11. SROs shall participate as a Behavioral Threat Assessment ("BTA") Team Member at a BTA Meeting located at respective Participating DISTRICT Schools. As a BTA Team Member, the SRO may assist the school in gathering information, evaluating facts, and helping to make institutional determinations, such as whether a health or safety emergency exists, and how the school should respond.

12. Pursuant to Florida Statute 1006.12(2)(c), SROs shall complete mental health crisis intervention training (CIT) using a curriculum developed by a national organization with expertise in mental health crisis intervention. If an SRO has not completed CIT training prior to being assigned to a school, the SRO will attend CIT training at the earliest possible opportunity. All SRO training records are maintained by OPPD and are available to the DISTRICT upon request.

13. Receive the required training in the Florida Harm Prevention and Threat Management Model (Florida Model).

14. To coordinate Emergency Medical Services, crowd, and traffic control in the event of an emergency on-campus;

15. To follow and conform with all DISTRICT policies and regulations that do not conflict with the policies and procedures of OPPD.

16. SROs shall not be assigned a fixed duty post.

17. SROs shall be considered a supplemental resource to the school faculty, staff, and administration.

18. SROs shall be visible to students, faculty, and staff during peak hours (i.e.: lunch, class changes, assemblies, bus lines, arrival, and dismissal, etc.).

19. SROs shall be available to attend faculty/staff meetings as well as administrative meetings with Principals or designees as requested.

20. The Chief or designee shall meet with the Superintendent or designee on a monthly basis to ensure consistency within the SRO Unit and DISTRICT.

21. As set forth in Florida Statute 1006.07, Law Enforcement Officers responsible for responding to the school, in the event of an active assailant emergency, as determined necessary by the OPPD in coordination with the District's School Safety Specialist, must be physically present on campus and directly involved in the execution of active assailant emergency drills. The school must notify law enforcement officers at least 24 hours before conducting an active assailant emergency drill, at which such law enforcement officers are expected to attend.

22. The SRO will utilize the DISTRICT's visitor management system "Raptor" for daily sign-in and sign-out activities. This will provide data to the DISTRICT Staff with OPPD for required state-mandated auditing and compliance purposes. Use of other law enforcement visitor management or tracking systems may be used as necessary with the agreement and coordination with the DISTRICT.

Article VI: Training/Briefing

1. Required Law Enforcement in-service training for SROs shall be managed by OPPD. Every effort shall be made to schedule required training in a manner that reduces the impact on the schools and associated SRO coverage. In all cases OPPD shall provide advance notice to the DISTRICT.

2. All SROs shall attend training provided by the Superintendent or designee on topics considered germane and timely, with the approval of the Chief or designee.

3. When requested, Faculty, Staff, and Administration in each school shall receive training from the SRO on the following topics including but not limited to:

    a. Mandatory Child Abuse Reporting Requirements;
    b. Legal updates that affect schools;
    c. Active Assailant Standard Response Protocol;
    d. Current trends with Clay County youth (i.e.: drugs, gangs, weapons, etc.)
    e. Active shooter and family reunification (CHIRP) procedures.

4. The CIT can be facilitated on a teacher workday or a time designated by the Principal or a supervisory member of the OPPD.

Article VII: BOARD Support

1. The District's School Safety Specialist or designee (also referred to as the liaison) will coordinate the SRO program for the school DISTRICT and will be the primary contact at

the DISTRICT with the OPPD.

a. The liaison will provide student information, including but not limited to student disciplinary records, when requested by an SRO, in matters dealing with school safety concerns.

2. The BOARD and Superintendent shall support the ability of the SRO to perform his/her duties by adequately supplying the following equipment:
    a. A private, secure, air-conditioned, properly lighted, and centrally located office. Only the SRO and certain DISTRICT Administrators shall have access to this office.
    b. A private desk telephone for confidential business purposes;
    c. A computer with a direct printer for report writing and other job-related duties;
    d. A desk or file cabinet with locking drawers for storage of confidential files;
    e. Basic office supplies.
    f. A secure gun locker for an OPPD-issued rifle, which shall not be left overnight in the school.
    g. A DISTRICT-issued smart access card for ingress and egress into the school(s).
    h. DISTRICT issued keys to the appropriate assigned school(s).
    i. OPPD shall provide all other equipment normally issued to a Police Officer and all other equipment that is required to fulfill the SRO role.

Article VIII: Dress Code

The SRO shall wear the uniform of the day issued by OPPD. Any deviation from the above shall be at the discretion of the Chief or his/her designee.

Article IX: Transporting Students

1. The SROs shall only transport students in their patrol vehicles under the following conditions:
    a. The student is the victim of a crime;
    b. The student has been arrested; or
    c. There are exigent circumstances or an emergency.
    d. In accordance with OPPD policies regarding the transportation of civilians.
2. The SRO shall not transport students who have been suspended from school, barring exigent circumstances.
3. The SRO shall not transport a sick or ill student, barring exigent circumstances.
4. The SRO shall notify the Principal or designee prior to removing any student from campus and the cause of such removal, unless a clearly defined exigency exists.

Article X: Reporting Crimes and Delinquent Acts

1. The Chief and the BOARD agree that a safe and crime-free school campus is required to

ensure a healthy educational environment. Both parties acknowledge the BOARD's "Zero Tolerance" policies for drugs, weapons, and violence on school grounds. However, the SRO retains full discretion regarding enforcement of the law, making arrests, and taking appropriate law enforcement action.

2. Pursuant to Florida Statute 1006.13(4)(a), Fla. Stat., the BOARD shall ensure any acts that pose a threat to school safety, whether committed by a student or adult shall be reported to OPPD and the School District's School Safety Specialist. OPPD shall handle reported acts in accordance with OPPD policies. The outcome of the investigations will be reported to the School District's School Safety Specialist.

    a. The School Principal shall notify school personnel that criminal acts and acts which pose a threat to school safety are to be reported to the school principal or designee. The Principal or designee shall ensure that the disposition of the incident is properly documented. This notification is in addition to the requirement to report acts to OPPD.

3. Pursuant to Florida Statute 1006.13(4)(b), school personnel will consult with SRO concerning appropriate delinquent acts and crimes.

4. It is agreed the Principal of each school is the ultimate decision-maker regarding disciplinary issues resulting from a non-criminal act. Decisions will be made by the Principal based on the DISTRICT'S Code of Student Conduct. Should the situation become a law enforcement issue, the OPPD shall maintain discretion in pursuing criminal charges or alternative options, such as a Delinquent Citation, for incidents that occur on school grounds.

5. Pursuant to Florida Statute 985.04, the OPPD or designee must notify the Superintendent or their designees when a student under the age of 21 is taken into custody for an offense that would have been a felony if committed by an adult, or a crime of violence.

ARTICLE XI: OPPD Safeguarding Confidentiality of Education Records

1. Notwithstanding any provision to the contrary within this Agreement, OPPD shall:
    a. Fully comply with the requirements of Florida Statutes 1002.22, 1002.221, and 1002.222, the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

    b. Hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides written consent for their release;

c. Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to the DISTRICT upon request;

d. Safeguard each education records through administrative, physical, and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

e. Utilize the education records solely for the purposes for which the disclosure was made or as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertising, display, or otherwise redisclose education records to any third party without consent unless the redisclosure fits within one of the exceptions to FERPA's consent requirements;

f. Notify the DISTRICT immediately upon discovery of a breach of confidentiality of education records by telephone at 904-336-9603 (Manager, Information Security), and 904-336-6851 (Safety and Security Department), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Florida Statute 501.171;

g. Fully cooperate with appropriate DISTRICT staff, including its SSO and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

h. Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida law, or reimburse the DISTRICT any direct costs incurred by the DISTRICT for doing so, including, but not limited to, those required by Florida Statute 501.171;

i. Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

j. Provide the DISTRICT with the name and contact information of its employee who shall serve as the DISTRICT's primary security contact and shall be available to assist the DISTRICT in resolving obligations associated with a security breach of confidentiality of education records; and

k. Purge education records from any media once the media is no longer in use or is to be disposed of.

2. Unless otherwise specified in this Agreement, all education records shall remain the property of the DISTRICT, and any Party contracting with the DISTRICT serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at the DISTRICT's request, return to the DISTRICT or purge the education records in compliance with the applicable Florida Retention Schedules and provide the DISTRICT with a written acknowledgment of said disposition.

Article XII: Fiscal Transparency of OPPD Records

1. OPPD shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by CCDS under this Agreement.
2. All OPPD's Records relating to the SRO Program, regardless of the form in which they are kept, shall be provided to the Board upon written request and given 30 days written notice. These records are kept in accordance with GAAP and the Uniform Accounting Systems Manual for Florida Local Government and are also independently audited by a qualified CPA firm annually as part of the annual financial statement audit scope of work
3. OPPD and the Board and/or the DISTRICT will meet at a minimum on a quarterly basis to review the year to date funds received and actual expenditures summary related to this Agreement. Intermittent meetings will be held upon request.

Article XIII: Modifications

This Agreement constitutes the full understanding of the parties, and no terms, conditions, understandings, or agreement purporting to modify or vary the terms of this Agreement shall be binding unless made in writing and agreed to by both parties.

Article XIV: Terms of Agreement

1. The term of this Agreement shall remain in full force for one year, commencing on the 1st of July 2026, and ending on the 30th of June 2027 This Agreement may be renewed and extended annually for additional and successive one-year terms unless notice of non-renewal is given by either party, in writing, prior to April 1st, of the initial or any succeeding term. However, OPPD will provide to the Board the proposed annual budget for the subsequent year before May 1st of each year.
2. 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.

Article XV: Indemnification

The Parties are political subdivisions of the State of Florida. Notwithstanding any language in this contract to the contrary, nothing in this indemnification agreement shall be construed or interpreted to increase the scope or dollar limit of the Parties' liability beyond that which is set forth in Florida Statute 768.28, or to otherwise waive the Parties' sovereign immunity, or to

require the Parties to indemnify each other or any other person, corporation, or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of the Parties or its agents or employees. The Parties shall not indemnify any party for attorney's fees or costs other than those court costs which are set forth by Florida Statute or other Florida law as recoverable costs of court.

The parties agree, however, that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to either party under the laws of the State of Florida: or (2) a waiver of either party's right to sovereign immunity beyond the waiver provided in Florida Statute 768.28. The limits of liability on either party set forth in Florida Statute 768.28 are hereby fully incorporated herein by this reference. This Paragraph shall survive termination of this Agreement and shall remain in effect until such time as the statute of limitations has expired to bring a claim under this Agreement.

In Witness Whereof, The parties hereto have caused this Agreement to be executed as written above.

CODY MONROE
Chief of Police, Town of Orange Park

Date: 7/28/24

WINNETTE SANDLIN
Mayor of Orange Park, Florida

Date: 8/4/2026

ERIN SKIPPER, Chair
School Board of Clay County, Florida

Date: 6/25/26

DAVID S. BROSKIE
Superintendent of Schools
School Board of Clay County, Florida

Date: 6/25/26