

**INTERLOCAL AGREEMENT
BETWEEN THE
FLAGLER COUNTY SHERIFF'S OFFICE, CITY OF PALM COAST
AND THE FLAGLER COUNTY SCHOOL DISTRICT
FOR THE
SCHOOL RESOURCE DEPUTIES**

This agreement, made and entered into, on August 16, 2011, by and between the FLAGLER COUNTY SHERIFF'S OFFICE, hereinafter referred to as "SHERIFF," the CITY OF PALM COAST (hereinafter referred to as "CITY"), and the FLAGLER COUNTY SCHOOL BOARD, hereinafter referred to as "SCHOOL BOARD," agrees to the following:

WITNESSETH:

WHEREAS, the SCHOOL BOARD, the CITY, and the SHERIFF have entered into this Agreement pursuant to section 1006.12, Florida Statutes; and

WHEREAS, the SCHOOL BOARD, the CITY, and the SHERIFF desire to provide law enforcement related services to the public schools within Palm Coast and Flagler County; and

WHEREAS the SCHOOL BOARD, the CITY, and the SHERIFF realize the potential outstanding benefits of the School Resource Deputy (SRD) Program to the citizens of Palm Coast and Flagler County and particularly to the students of the public schools within Flagler County; and

WHEREAS, the SCHOOL BOARD and the CITY, agree to contract from the SHERIFF, and the SHERIFF agrees to provide the SCHOOL BOARD and the CITY with a SRD Program in the Flagler County School District, and the SCHOOL BOARD and the CITY agree to reimburse the SHERIFF for its expense in providing the said SRD Program; and

WHEREAS, the CITY and the SHERIFF entered into a contract for law enforcement services dated _____; and

WHEREAS, the parties agree that the SRD's shall be in the Palm Coast neighborhoods during non school hours for youth activity, and to include but not be limited to, gang intelligence; and

WHEREAS, the SHERIFF, the CITY, and the SCHOOL BOARD, desire to set forth in the SRD agreement the specific terms and conditions of the services to be performed and provided by the said SRD Program in the Flagler County School District.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Article I. Establishment of Program

A School Resource Deputy Program is established within the public schools of Flagler County.

Article II. Goals and Objectives

The SCHOOL BOARD, the CITY, and the SHERIFF share the following goals and objectives with regard to the SRD Program:

- i. To foster educational programs and activities that will increase student's knowledge of, and respect for, the law and the function of law enforcement agencies;
- ii. To encourage SRDs to serve as mentors and positive role models for students;
- iii. To encourage SRDs to attend school sponsored extra-curricular activities;
- iv. To encourage SRD involvement with the Police Athletic League (PAL) that provides activities for Flagler County students;
- v. To act swiftly and cooperatively when responding to disruptions and reports of criminal activities on school property;
- vi. To immediately report criminal activity that occurs on school campuses and cooperate with law enforcement officials in their investigations of crimes;

- vii. To cooperate with other law enforcement officials in their investigation of criminal activity that occurs off campus;
- viii. To be available to School Officials when school discipline is being administered, when such discipline is the result of alleged criminal activity;
- ix. To provide instruction, as time permits, to students in regards to crime prevention, safety and security, anti-drug and anti-violence curriculum in all schools within the school district.
- x. To sponsor, organize and use deputies to conduct a summer leadership academy. Summer leadership academy shall not exceed 2 consecutive weeks in time.
- xi. To provide an increased level of youth related law enforcement services in Palm Coast neighborhoods when SRD's are not assigned to schools, to include but not be limited to gang intelligence.

Article III. Employment, Assignment and Dismissal

- i. The SHERIFF agrees to employ 5 [five] full-time deputies to be assigned to the SRD Unit. One deputy shall maintain the duties of a first line supervisor. The assignments of the SRDs shall be as follows:
 - a. Flagler Palm Coast High School [2]
[SRD's from FPC will respond to Pathways Alternative School as needed]
 - b. Matanzas High School [1]
 - c. Indian Trails Middle School [1]
 - d. Buddy Taylor Middle School [1]
- ii. Schools not covered by an SRD through either absence or contract are to receive law enforcement services by contacting the Communication's Division to request response from road patrol, whenever possible. In the event of an emergency, school staff should call Emergency 911.
- iii. The SRDs shall be employees of the SHERIFF'S OFFICE and shall be subject to the administration, supervision, and control of the SHERIFF'S OFFICE except as such administration, supervision and control are subject to the terms and conditions of this Agreement.
- iv. The SHERIFF agrees to provide and to pay the SRD salary and employment benefits in accordance with the applicable salary schedule and employment practices of the SHERIFF'S OFFICE, including but not limited to sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation,

- unemployment compensation, life insurance, dental and medical insurance. The SRDs shall be subject to all other personnel policies and practices of the SHERIFF'S OFFICE, except as such policies, which may have to be modified to comply with the terms and conditions of this Agreement.
- v. In the event the Principal of a school believes the assigned SRD is not effectively performing his/her duties, the Principal shall take the following steps:
 - a. The Principal shall meet with the SRD to counsel him/her and attempt to resolve the issues;
 - b. The Principal shall meet with the SRD and the SRD Supervisor to resolve the issues;
 - c. The Principal shall meet with the SRD, the SRD Supervisor and the Palm Coast Coordinator.
 - d. Upon determining that the situation cannot be resolved, the Principal may recommend to the Superintendent, that the SRD be removed from the program. This request shall be in writing and copied to the SHERIFF.
 - e. The Superintendent and SHERIFF shall meet to determine if the SRD shall be transferred to another school or removed from the SRD Unit.
 - f. The SHERIFF may dismiss or reassign an SRD when it is in the best interest of the Sheriff's Office.
 - vi. The SHERIFF, with sole discretion, shall have the power and authority to hire, discharge and discipline SRDs. The SHERIFF shall hold the SCHOOL BOARD free, harmless and indemnified from and against any and all claims, suits, or causes of action arising out of allegations of unfair or unlawful practices brought by the SRDs.
 - vii. The assignment, reassignment, and any new hire of an SRD will be assigned to his/her specific school at the sole discretion of the SHERIFF with input from the Superintendent of the Flagler County Schools. The Superintendent or designee and the Principal or designee from the school having a vacant SRD position shall be consulted prior to any appointment of an SRD.
 - viii. In the event an SRD is absent from work, the SRD shall notify both the SRD Supervisor with the SHERIFF'S OFFICE, and the Principal or designee at the assigned school. The SHERIFF shall make a good faith effort to assign a substitute for the absent SRD. Upon the determination that there will not be a substitute SRD available, the

SRD Supervisor will contact the Principal or designee and inform him/her of whom to contact for routine law enforcement assistance. Emergency assistance shall be obtained by contacting Emergency-911.

In the event the SRD will be absent for a prolonged period of time due to illness, injury or disability, or re-assignment for a period of ten (10) consecutive workdays, the SHERIFF agrees to employ and/or assign a substitute SRD to assume the duties of the absent SRD.

- ix. Any Deputy who accepts the assignment to the SRD Unit shall agree to remain in the assignment for the duration of the school year before being transferred from the SRD Unit.

Article IV: Duty Hours

- i. Specific duty hours at a particular school shall be set by mutual agreement between the SCHOOL BOARD, at the direction of the Superintendent or the Principal of the school and the SRD Supervisor, with the approval of the Palm Coast Coordinator.
- ii. The SRD shall be on duty for 8 hours commencing at 7 a.m. to 3 p.m. Additionally, the SRDs will staff a PAL outreach program at both of the middle schools. This will be an intramural program to provide sports and exercise for students. This program will not incur either overtime or comp time since students are dismissed earlier for the 2011 - 2012 school year.
- iii. Both parties understand and agree that time spent by the SRDs attending court and/or criminal cases arising from their assignment, as an SRD, shall be considered as hours worked under this agreement.
- iv. SRDs shall be in the neighborhoods for youth activity, and to include but not be limited to, gang intelligence during non-school hours and during times school is not in session. During incidents for which the SRD is ordered by the SHERIFF to leave his/her school during normal school hours to perform other services for the SHERIFF, the time spent shall not be considered hours worked under this agreement and shall be reallocated in a manner determined by mutual agreement by all parties.

Article V: Qualifications

- i. The SRD shall maintain the following basic qualifications:
 - a. Maintain a Certification of Basic Law Enforcement issued by Criminal Justice Standard and Training Commission
 - b. Have a minimum of two (2) years law enforcement experience;
 - c. Successfully complete the Field Training Program at the Sheriff's Office;
 - d. Maintain necessary training in the proper application of restraints;
 - e. Attend the first available Basic School Resource Officer training;
 - f. Trained in classroom presentation (i.e.: Instructor's Techniques) to be proficient when preparing and instructing law enforcement related topics;
 - g. Possess sufficient knowledge of the applicable Federal and State laws, city and county ordinances, and the policies and regulations of the Flagler County School District;
 - h. Possess even temperament;
 - i. Be a positive role model to the youth in Flagler County;
 - j. Be available to provide instruction, or as a guest speaker, to any school organization.

Article VI: Duties

- i. The duties of the SRD include, but are not limited to, the following:
 - a. To provide law enforcement services to the citizens and public school students of Flagler County;
 - b. To enforce Federal, State and Local laws and ordinances;
 - c. To investigate reported and alleged criminal activity on, or adjacent to, school property.
 - i. The SRD shall not routinely initiate investigations of incidents occurring off campus during school hours unless immediate assistance from the SRD is necessary.
 - d. To be available to answer questions that students, parents, faculty, and staff may have regarding Florida criminal or juvenile laws;
 - e. To assist other Law Enforcement Officers with external investigations concerning students attending the school to which the SRD is assigned;

- f. To provide law enforcement services and traffic control for special school events or functions such as athletic events, dances, meetings, etc.;
- g. To provide traffic control during the arrival and departure of students when deemed necessary;
- h. To make recommendations to the school regarding appropriate signage and traffic control that will add to the safe and orderly arrival and departure of students, parents and visitors.
- i. To notify the Principal or designee as soon as possible of an arrest or Baker Act, prior to removing the student from campus;
 - 1. The SRD and the Principal will develop a procedure for parent notification.
- j. To provide school crossing for students in the event an assigned School Crossing Guard is absent;
- k. To coordinate Emergency Medical Services, crowd and traffic control in the event of an emergency on campus;
- l. To investigate bus stop incidents;
- m. To follow and conform with all Flagler County School District polices and regulations that do not conflict with the policies and procedures of the SHERIFF'S OFFICE;
- n. To complete and maintain a daily activity log which will be compiled into a monthly report for each school;
 - i. The Palm Coast Coordinator shall compile and provide a quarterly report to the SCHOOL BOARD and the CITY which indicate the following:
 - 1. Felony Arrests
 - 2. Misdemeanor Arrests
 - 3. Felony Incident Reports without an arrest indicating type of offense
 - 4. Misdemeanor Incidents without an arrest indicating type of offense
 - 5. Juvenile Civil Citations issued
 - 6. Complaint Affidavits filed
 - 7. Smoking/Possession of Tobacco Citations issued
 - 8. Number of Weapons confiscated
 - 9. Classroom Presentations
 - a. Number of students taught
 - b. Topics taught
 - c. Hours spent providing instruction
- o. SRDs shall not be assigned a duty post.

- p. SRDs shall be considered a supplemental resource to the school faculty, staff, and administration.
- q. SRDs shall be visible to students, faculty and staff during peak hours (i.e.: lunch, class changes, assemblies, bus lines, arrival and dismissals, etc.).
- r. SRDs shall be available to attend faculty/staff meetings as well as administrative meetings with Principals or designees as requested.
- s. SRDs shall meet with the Superintendent or designee on a quarterly basis to insure consistency within the SRD Unit and School District.
- t. SRDs shall provide instruction to elementary, middle and high school students, as time permits, for an anti-crime, anti-drug, and anti-violence based program.
 - i. SRDs shall provide a written schedule to the principal or designee of each school of instruction provided to students.
 - ii. SRDs shall maintain accurate records reflecting lessons taught, student attendance rosters, and completed curriculum.
 - iii. Any curriculum for which the SRD provides instruction shall be approved by the Superintendent or designee prior to implementation.
 - iv. The SCHOOL BOARD shall agree to provide SRDs access to classrooms with a manageable class size. Assembly methods of providing instruction are discouraged.
 - v. The SRD Supervisor shall coordinate all instruction schedules to insure proper coverage of schools while the assigned SRD is instructing students.
- u. SRDs shall provide an increased level of youth related law enforcement services in Palm Coast neighborhoods when SRD's are not assigned to schools, to include but not be limited to gang intelligence.

Article VII: Training/Briefing

- i. The SRDs are required by the SHERIFF to attend scheduled law enforcement training sessions. Every attempt will be made to schedule these during non-instructional hours.

- ii. All SRDs are required to attend regularly scheduled in-service training sessions to be scheduled by the supervisor of the SRD unit. The SRD supervisor shall provide prior notification to the affected schools of any absence due to training. Every attempt will be made to schedule these during non-instructional hours.
- iii. All SRDs shall attend training provided by the Superintendent or designee on topics including, but not limited to, the following:
 - a. Code Red Procedures/Lock Downs
 - b. ESE Student Population
 - c. Designing and Delivering Effective Classroom Presentations
 - d. De-escalation of Confrontational Students
 - e. Intra-School Safety Planning
- iv. The SCHOOL BOARD will fund SRD training to include, but not limited to, the following courses:
 - a. Basic School Resource Officer
 - b. Intermediate School Resource Officer
 - c. Advanced School Resource Officer
 - d. Summer training will be discussed to determine which curriculum will best serve the needs of the School Board and the SRD unit. Some options include FASRO, NASRO and the School Safety Conference. The Sheriff has the final decision. Funding will cover the expense of registration for the SRDs who attend these trainings. The CITY provides law enforcement training funds to the SHERIFF pursuant to Florida Statutes. At the SHERIFF's discretion, the SHERIFF may allocate some of those training funds to the SCHOOL BOARD for SRD training. Travel expenses (hotel, mileage, airfare, etc.) shall be borne by the SHERIFF, pursuant to labor agreements. The School Board may provide funding if available through School Board fund raising efforts. Funding for registration to SRD related training shall be held back from the contracted amount and paid to the training provider by the school district. Training expenditures shall not exceed \$6,000.
- v. Faculty, Staff and Administration in each school shall receive training from the SRD on the following topics including but not limited to:
 - a. Mandatory Child Abuse Reporting Requirements;
 - b. Legal updates that affect the schools;
 - c. Lock Down/Code Red Procedures;

- d. Current trends with Flagler County youth (i.e.: drugs, gangs, weapons, etc.)
The training can be facilitated on a teacher workday or a time designated by the principal.
- vi. Newly appointed SRDs shall attend a school orientation with the school liaison within the first fifteen (15) days of being assigned to the SRD Unit.

Article VIII: School Board Support

- i. The SCHOOL BOARD shall appoint a school liaison to oversee the SRD component of the school district and be a primary contact at the District level.
- ii. The SCHOOL BOARD shall support the ability of the SRD to perform his/her duties by adequately supplying the following equipment:
 - a. A private, air conditioned, properly lighted and centrally located office.
 - i. Only the Principal and SRD shall have access to this office.
 - b. A private telephone for confidential business purposes;
 - c. A computer with a direct printer for report writing and other job related duties;
 - d. A desk with locking drawers for storage of confidential files;
 - e. Basic office supplies;
 - f. A digital camera [replaced as needed] for each SRD for documenting evidence, suspects, and crime scenes;
 - g. A \$2,000 per year incentive pay to each SRD who completes a full academic year. This stipend shall be paid directly to the SRD by the school district.

Article IX: Dress Code

- i. The SRD shall wear a “Class B” uniform issued by the SHERIFF or, upon SHERIFF’s approval, appropriate and professional civilian attire may be worn and shall consist of the following:
 - a. A SHERIFF’S OFFICE badge and department identification shall be clearly visible to the students and general public;
 - b. On-duty SRDs shall be required to carry a gun, handcuffs and department identification at all times;

- c. The shirt shall be department polo or collared shirt with insignia that clearly indicates “Deputy Sheriff,” with casual dress trousers.
- d. Any deviation from the above stated dress code shall be at the discretion of the SHERIFF or his designee.

Article X: Transporting Students

- i. The SRDs shall only transport students in their patrol vehicles under the following conditions:
 - a. The student is a victim of crime;
 - b. The student has been arrested; or
 - c. There are exigent circumstances or emergency.
- ii. The SRD shall not transport students who have been suspended from school, barring exigent circumstances.
- iii. The SRD shall not transport sick or ill students, barring exigent circumstances.
- iv. The SRD shall notify the Principal or designee prior to removing any student from campus.

Article XI: Reporting Crimes and Delinquent Acts

- i. The SHERIFF and SCHOOL BOARD agree that a safe and crime free school campus is required to insure a healthy educational environment. Both parties acknowledge the SCHOOL BOARD’s “Zero Tolerance” policies for drugs, weapons, and violence on school grounds. However, the SRD retains full discretion with regard to enforcement of the law, making arrests, and taking appropriate law enforcement action. Accordingly, it is agreed that school personnel will report all delinquent acts and crimes as quickly as possible to the SRD, whenever the students are under the jurisdiction of the school. In the event the SRD is not available, any crimes or delinquent acts will be reported to the appropriate law enforcement agency.
- ii. It is agreed that the Principal of each school is the ultimate decision maker regarding disciplinary issues that result from a non-criminal act. The SRD shall maintain discretion in pursuing criminal charges for incidents that occur on school grounds.
- iii. In the event that a non-emergency incident occurs at a school not having a full-time SRD assigned, the Principal or designee may call the Sheriff’s Office Communication’s Center to request a patrol

deputy respond to a school. Road patrol will respond when possible. The Principal or designee should call Emergency-911, in the event of an emergency.

Article XII: Modifications

- i. 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 hereinafter made in writing and agreed to by both parties.

Article XIII: Terms of Agreement

- i. The term of this Agreement is one year, commencing on the 1st of July, 2011, and ending on the 30th of June, 2012. This Agreement shall 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 June 15th, of the initial or any succeeding term.

Article XIV: Consideration

- i. For and in consideration of the SHERIFF providing the SRD Program as described herein, the SCHOOL BOARD agrees to reimburse the SHERIFF the sum of \$290,266.00, to be paid quarterly upon the SCHOOL BOARD receiving an invoice issued by the SHERIFF.
- ii The SCHOOL BOARD shall reimburse the SHERIFF for all over - time details performed by the members of the SRD Unit for extra-curricular activities that occur after school hours. The rate of reimbursement for SRDs working these details shall be at time and one-half rate of the particular SRD. Deputies not assigned to the SRD Unit who work over-time details at the school shall be reimbursed at the current rate of \$32.00 per hour as established by the SHERIFF. A three-hour minimum applies.

CITY

- i. For and in consideration of the SHERIFF assigning five SRD's to the Palm Coast District for youth related law enforcement activities, the CITY agrees to reimburse the SHERIFF equal to the reimbursement amount for one deputy as established annually in Exhibit "A" of the contract between the CITY and SHERIFF dated _____ as may be amended annually. Said reimbursement shall be added to the monthly invoice from the SHERIFF to the CITY beginning September 2010.

Article XV: Crossing Guards

- i. The SHERIFF shall provide school crossing guards for the following schools. Additional guards may be added as needed:
 - a. Belle Terre Elementary School (1)
 - b. Buddy Taylor Middle School/Wadsworth Elementary (2)
 - c. Bunnell Elementary School (1)
 - d. Indian Trails Middle School (2)
 - e. Rymfire Elementary School (1)
- ii. School crossing guards shall be governed in accordance with Florida State Statutes.
- iii. In the event the crossing guard will be absent for a prolonged period of time due to illness, injury or disability, or re-assignment for a period of ten [10] consecutive workdays, the SHERIFF agrees to employ and/or assign a substitute crossing guard to assume the duties of the absent crossing guard.

Article XVI: Indemnification

- i. Each party to this Agreement assumes any and all risks of personal injury and property damage to the extent attributable to the intentional and negligent acts or omissions of their respective officers and employees in furtherance of their respective performance under this Agreement. 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 such party under the laws of the State of Florida; or (2) a waiver of each party's right to sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes. The

limits of liability on each party as set forth in section 768.08, Florida Statutes 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.

- ii. Each party ("Indemnifying Party") shall indemnify and hold harmless the other parties, and their respective officers, employees, and city attorneys (individually and in their official capacity), from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Indemnifying Party, and persons employed or utilized by the Indemnifying Party in the performance of this Agreement.

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

**THE SCHOOL BOARD OF
FLAGLER COUNTY, FLORIDA**

BY: Sue Dickinson
Sue Dickinson, Chair

Date: 8/16/11

Approved as to form and legality for the School

Kristy Gavin
Kristy Gavin/School Board Attorney

THE CITY OF PALM COAST

BY: _____
Jon Netts, Mayor

Date: _____

Approved as to form and legality for the City

William E. Reischmann, Jr., City Attorney

**OFFICE OF THE SHERIFF,
FLAGLER COUNTY, FLORIDA**

BY: _____
Donald W. Fleming, Sheriff

Date: _____

Date: 8-16-11

ATTEST:

City Clerk

Date: _____

Date: _____