

**SOUTH DAYTONA POLICE DEPARTMENT
MEMORANDUM**

TO: James L. Gillis, Jr., City Manager

FROM: Mark J. Cheatham, Chief of Police

DATE: May 25, 2023

SUBJECT: SRO Agreement Renewal

The City Council approved an agreement to provide a School Resource Officer (SRO) at South Daytona Elementary School on July 23, 2019. The term of that agreement was five years containing one (1) base year and four (4) one (1) year renewal options. The base year of that agreement expired on June 30, 2020, the Volusia County School Board and the City of South Daytona are now entering the fourth and final renewal of the four possible renewals.

The SRO program provides a vital link between the South Daytona Police Department, South Daytona Elementary and the community we serve. As a Police Department, our number one concern is for the safety of our residents and those persons within our community. South Daytona Elementary has always worked well with the City and understands the safety of their students is a top priority. Additionally, the School Board has an obligation of responsibility to their students through the Marjory Stoneman Douglas School Public Safety Act.

Therefore, staff is requesting that the City exercise the fourth renewal to the School Resource Officer Agreement with the School Board as presented in Exhibit A attached. The terms of the original agreement, presented as Exhibit B, will remain the same except for the cost of the SRO which has increased over the base year. The cost of the SRO for the renewal (July 1, 2023, through June 30, 2024) is based on 1,448 billable hours at a rate of \$45.236 which totals \$65,501.66 when rounded to the nearest dollar amount and is inclusive of officer benefits. This cost is split with the School Board and billed over the course of ten months at a monthly rate of \$3,275.09.

| RENEWAL OF CONTRACT AGREEMENT | | | | |
|---|--------------------------------|-------------------------|--------------------------|--|
| NAME OF AGREEMENT | EST. ANNUAL EXPENDITURE | CONTRACT PERIOD | AWARDED VENDOR(S) | ADDITIONAL INFORMATION |
| School Resource Officer Agreement Between Volusia County School Board and the City of South Daytona | 32,750.83 | 07/01/2023 - 06/30/2024 | CITY OF SOUTH DAYTONA | The proposed contract renewal will be utilized for the School Resource Officer in the District to foster better relations between students and law enforcement personnel. In addition, this contract will provide as a means to deter crime, provide safety and security to students, faculty, and parents on or about school premises by the presence of a Law Enforcement Officer. |

SRO CONTRACT AMENDMENT (004)

This Agreement is made this 13th day of June 2023, between the CITY OF South Daytona, a Florida municipal corporation with a mailing address of 1672 South Ridgewood Avenue, South Daytona, Florida 32119 (hereinafter the “City”) and the SCHOOL BOARD OF VOLUSIA COUNTY, with a mailing address of Post Office Box 2118, DeLand, Florida 32721-2118 (hereinafter the “School Board”).

WHEREAS, the City and the School Board entered into that certain SCHOOL RESOURCE OFFICER AGREEMENT (FY 2019-2024) which was executed by the parties in June 2019 (hereinafter the “SRO Contract”); and

WHEREAS, Section 1 of the SRO Contract that the term would be one (1) base year with four (4) renewal options of one (1) year each, and further that the parties would have to mutually agree on renewal; and

WHEREAS, the City and the School Board desire to renew the SRO Contract for one (1) final year (FY 2023-2024) and to otherwise amend the SRO Contract as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Section 1 of the SRO Contract is hereby amended to read, in full, as follows:

Term. The term of this Agreement is for five (5) years with one (1) base year and four (4), one (1) year renewal options starting on July 1, 2019 and ending June 30, 2024, for a total of five (5) years. The fourth year of the five (5) year term has been completed and the parties have agreed to renew the contract for one (1) final year which leaves zero (0) renewal options. Automatic renewal is not part of this Agreement and any renewal must be agreed upon by both parties.

2. Section 9(a) of the SRO Contract is hereby amended to change the “Hourly Rate” to \$45.236 per hour and changing the Total Agreement Price to \$32,750.83 (50% of the total billable amount of \$65,501.66 is based on 1,448 school hours worked). The increase rates include the 5% raise and the \$2.52 per hour that increased last year.

3. All other provisions of the SRO Contract other than as amended in this Agreement shall remain unchanged.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have made and executed this instrument in three (3) counterparts for the purpose herein expressed on the dates indicated below.

ATTEST:

THE CITY OF SOUTH DAYTONA

By: _____
Name: Mrs. Rebecca Witte
Title: Deputy City Clerk
Date: _____

By: _____
Name: Mr. James L. Gillis, Jr.
Title: City Manager
Date: _____

By: _____
Name: Mr. Mark J. Cheatham
Title: Chief of Police
Date: _____

ATTEST:

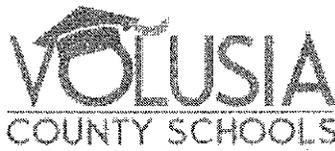
SCHOOL BOARD OF VOLUSIA COUNTY

By: _____
Name: Dr. Carmen Balgobin
Title: Superintendent of Schools
Date: _____

By: _____
Name: Ms. Jamie M. Haynes
Title: Chairman
Date: _____

*Revised for legal sufficiency for reliance only
by the District*

By: _____
Name: Mr. Kevin W. Pendley
Title: General Counsel
Date: _____



The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

Agenda Item Details

| | |
|--------------------|--|
| Meeting | Jun 14, 2022 - Agenda - 4:30 PM - The School Board of Volusia County, Florida |
| Category | 13. Consent-Operations Services-Purchasing |
| Subject | 13.06 Amendment 003 to the School Resource Officer Agreement with the City of South Daytona |
| Type | Action (Consent) |
| Fiscal Impact | Yes |
| Dollar Amount | 29,111.86 |
| Budgeted | Yes |
| Budget Source | FEFP Safe Schools Allocation |
| Recommended Action | The superintendent recommends approval of Amendment 003 to the School Resource Officer Agreement between the School Board of Volusia County and the City of South Daytona. |
| Goals | Goal 4-Resources & Operational Processes |

BACKGROUND:

The District entered into a contract with the City of South Daytona for five (5) years, to be renewed annually. This is the fourth year of the contract.

The estimated annual expenditure is based upon the Amendment 002 total agreement price of \$27,725.58 plus a 5% increase for inflation for new agreement total of \$29,111.86.

Note: The actual costs are still being negotiated by the City; therefore, the pricing in the attached Amendment 003 are not up-to-date. It will be finalized once the City has reached an agreement.

SUBMITTED BY:

Maria Kraft, Director, Purchasing and Warehouse Services

6-14-2022 BOARD - South Daytona SRO Agreement - Amendment 003.pdf (6,400 KB)

Motion & Voting

The superintendent recommends approval of all items in the consent agenda.

Motion by Carl Persis, second by Linda L Cuthbert.

Final Resolution: Motion Carries

Yea: Linda L Cuthbert, Carl Persis, Jamie Haynes, Ruben Colón, Anita Burnette

SRO CONTRACT AMENDMENT (003)

This Agreement is made this 15th day of June 2022, between the CITY OF South Daytona, a Florida municipal corporation with a mailing address of 1672 South Ridgewood Avenue, South Daytona, Florida 32119 (hereinafter the "City") and the SCHOOL BOARD OF VOLUSIA COUNTY, with a mailing address of Post Office Box 2118, DeLand, Florida 32721-2118 (hereinafter the "School Board").

WHEREAS, the City and the School Board entered into that certain SCHOOL RESOURCE OFFICER AGREEMENT (FY 2019-2024) which was executed by the parties in June 2019 (hereinafter the "SRO Contract"); and

WHEREAS, Section 1 of the SRO Contract that the term would be one (1) base year with four (4) renewal options of one (1) year each, and further that the parties would have to mutually agree on renewal; and

WHEREAS, the City and the School Board desire to renew the SRO Contract for one additional year (FY 2022-2023) and to otherwise amend the SRO Contract as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Section 1 of the SRO Contract is hereby amended to read, in full, as follows:

Term. The term of this Agreement is for five (5) years with one (1) base year and four (4), one (1) year renewal options starting on July 1, 2019 and ending June 30, 2024, for a total of five (5) years. The third year of the five (5) year term has been completed and the parties have agreed to renew the contract for one (1) year which leaves one (1) renewal option. Automatic renewal is not part of this Agreement, and any renewal must be agreed upon by both parties.

2. Section 4(g) of the SRO Contract is hereby amended by changing the last sentence to say, "The SRO shall be part of the school multidiscipline school safety and security team and shall assist in school responses to emergency issues pursuant to School Board Policy 510, to include referring students to professional services both within and outside the school district".

3. Section 4(h) of the SRO Contract is hereby amended by changing the first sentence to say, "The School Board will share information on an as needed basis in accordance with School Board Policy 510 to the SRO to ensure resolution on open investigations being conducted by the SRO."

4. Section 9(a) of the SRO Contract is hereby amended to change the "Hourly Rate" to \$ \$40.650 per hour and changing the Total Agreement Price to \$ \$29,430.60 (50% of the total billable amount of \$58,861.20 is based on 1,448 school hours worked).

5. All other provisions of the SRO Contract other than as amended in this Agreement shall remain unchanged.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have made and executed this instrument in three (3) counterparts for the purpose herein expressed on the dates indicated below.

ATTEST:

By: Rebecca Witte
Name: Mrs. Rebecca Witte
Title: Deputy City Clerk
Date: July 26, 2022

THE CITY OF SOUTH DAYTONA

By: James L. Gillis, Jr.
Name: Mr. James L. Gillis, Jr.
Title: City Manager
Date: 7.22.22

By: Mark J. Cheatham
Name: Mr. Mark J. Cheatham
Title: Chief of Police
Date: 07.27.22

ATTEST:

By: Rachel B. Hazel
Name: Ms. Rachel B. Hazel
Title: Interim Superintendent of Schools
Date: 6-30-2022

SCHOOL BOARD OF VOLUSIA COUNTY

By: Ruben Colón
Name: Mr. Ruben Colón
Title: Chairman
Date: 6-30-22

*Revised for legal sufficiency for reliance only
by the District*

By: Kevin W. Pendley
Name: Mr. Kevin W. Pendley
Title: General Counsel
Date: 6-30-22



The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

Agenda Item Details

Meeting Jun 22, 2021 - Agenda - 5:30 PM - The School Board of Volusia County, Florida

Category 11. Consent-Operations Services-Purchasing

Subject 11.03 Amendment 002 to the School Resource Officer Agreement with the City of South Daytona

Access Public

Type Action (Consent)

Fiscal Impact Yes

Dollar Amount 27,725.58

Budgeted Yes

Budget Source FEFP Safe Schools Allocation

Recommended Action The superintendent recommends approval of Amendment 002 to the School Resource Officer Agreement between the School Board of Volusia County and the City of South Daytona.

Goals Goal 4-Resources & Operational Processes
Goal 3-Safe & Supportive Environment

Public Content

BACKGROUND:

Requesting approval for the proposed contract (Amendment 002) renewal for one (1) school resource officer (SRO) from the City of South Daytona to provide School Resource Officer services for 1,448 billable hours for 181 days during School Year 2021/2022.

The City is proposing an increase in the hourly rate from \$36.801 to \$38.295 with the total from \$26,644.26 to \$27,725.58. An annual increase to the District of \$1,081.32. The contract funding is cost shared 50% with the City and 50% by the District.

SUBMITTED BY:

Maria Kraft, Director, Purchasing and Warehouse Services

6-22-2021 BOARD - South Daytona SRO Agreement - Amendment 002.pdf (5,629 KB)

Administrative Content

Motion & Voting

The superintendent recommends approval of all items in the consent agenda.

Motion by Carl Persis, second by Ruben Colon.

Final Resolution: Motion Carries

Yea: Linda L Cuthbert, Carl Persis, Jamie Haynes, Ruben Colon, Anita Burnette

SRO CONTRACT AMENDMENT (002)

This Agreement is made this 27th day of July 2021, between the CITY OF South Daytona, a Florida municipal corporation with a mailing address of 1672 South Ridgewood Avenue, South Daytona, Florida 32119 (hereinafter the "City") and the SCHOOL BOARD OF VOLUSIA COUNTY, with a mailing address of Post Office Box 2118, DeLand, Florida 32721-2118 (hereinafter the "School Board").

WHEREAS, the City and the School Board entered into that certain SCHOOL RESOURCE OFFICER AGREEMENT (FY 2019-2024) which was executed by the parties in June 2019 (hereinafter the "SRO Contract"); and

WHEREAS, Section 1 of the SRO Contract that the term would be one (1) base year with four (4) renewal options of one (1) year each, and further that the parties would have to mutually agree on renewal; and

WHEREAS, the City and the School Board desire to renew the SRO Contract for one additional year (FY 2021-2022) and to otherwise amend the SRO Contract as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Section 1 of the SRO Contract is hereby amended to read, in full, as follows:

Term. The term of this Agreement is for five (5) years with one (1) base year and four (4), one (1) year renewal options starting on July 1, 2019 and ending June 30, 2024, for a total of five (5) years. The second year of the five (5) year term has been completed and the parties have agreed to renew the contract for one (1) year which leaves two (2) renewal options. Automatic renewal is not part of this Agreement and any renewal must be agreed upon by both parties.

2. Section 9(a) of the SRO Contract is hereby amended to change the "Hourly Rate" to \$38.295 per hour and changing the Total Agreement Price to \$27,725.58 (50% of the total billable amount of \$55451.16 is based on 1,448 school hours worked).

3. All other provisions of the SRO Contract other than as amended in this Agreement shall remain unchanged.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have made and executed this instrument in three (3) counterparts for the purpose herein expressed on the dates indicated below.

ATTEST:

By: Rebecca Witte
Name: Mrs. Rebecca Witte
Title: Deputy City Clerk
Date: July 27, 2021

THE CITY OF SOUTH DAYTONA

By: James L. Gillis, Jr.
Name: Mr. James L. Gillis, Jr.
Title: City Manager
Date: 7.26.21

By: M. Cheatham
Name: Mr. Mark J. Cheatham
Title: Chief of Police
Date: 07/27/2021

ATTEST:

By: Ronald "Scott" Fritz
Name: Dr. Ronald "Scott" Fritz
Title: Superintendent of Schools
Date: 8/10/2021

SCHOOL BOARD OF VOLUSIA COUNTY

By: Linda Cuthbert
Name: Ms. Linda Cuthbert
Title: Chairman
Date: 8/10/2021

*Revised for legal sufficiency for reliance only
by the District*

By: Kevin W. Pendley
Name: Mr. Kevin W. Pendley
Title: General Counsel
Date: 8/10/2021



The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

Agenda Item Details

| | |
|--------------------|--|
| Meeting | Jun 23, 2020 - Agenda - 3:30 PM - The School Board of Volusia County, Florida |
| Category | 13. Consent-Operations Services-Purchasing |
| Subject | 13.05 Amendment: Amendment 001 to the School Resource Officer Agreement with the City of South Daytona |
| Access | Public |
| Type | Action (Consent) |
| Fiscal Impact | Yes |
| Dollar Amount | 26,644.26 |
| Budgeted | Yes |
| Budget Source | General Fund - FEFP Safe Schools Allocation |
| Recommended Action | The superintendent recommends approval of Amendment 001 to the School Resource Officer Agreement between the School Board of Volusia County and the City of South Daytona. |

Goals

Public Content

BACKGROUND:

Requesting approval for the proposed contract (Amendment 001) renewal for one (1) school resource officer (SRO) from the City of South Daytona to provide School Resource Officer services for 1,448 billable hours for 181 days during School Year 2020/2021.

The City is proposing an increase in the hourly rate from \$34.33 to \$36.80 with the total from \$24,855.00 to \$26,644.26. The contract funding is cost shared 50% with the City and 50% by the District.

SUBMITTED BY:

Maria Kraft, Director, Purchasing and Warehouse Services

6-23-2020 BOARD - South Daytona SRO Agreement - Amendment 001.pdf (4,692 KB)

Administrative Content

Motion & Voting

The superintendent recommends approval of all items in the consent agenda.

Motion by Ruben Colon, second by Jamie Haynes.

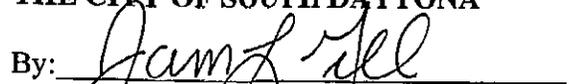
Final Resolution: Motion Carries

Yea: Ida D Wright, Linda L Cuthbert, Carl Persis, Jamie Haynes, Ruben Colon

ATTEST:

By: 
Name: Mrs. Debbie Fitzgerald
Title: Deputy City Clerk
Date: 06-10-2020

THE CITY OF SOUTH DAYTONA

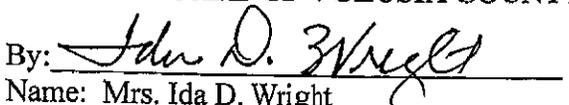
By: 
Name: Mr. James L. Gillis, Jr.
Title: City Manager
Date: 6.10.20

By: 
Name: Mr. Mark J. Cheatham
Title: Chief of Police
Date: 06/10/2020

ATTEST:

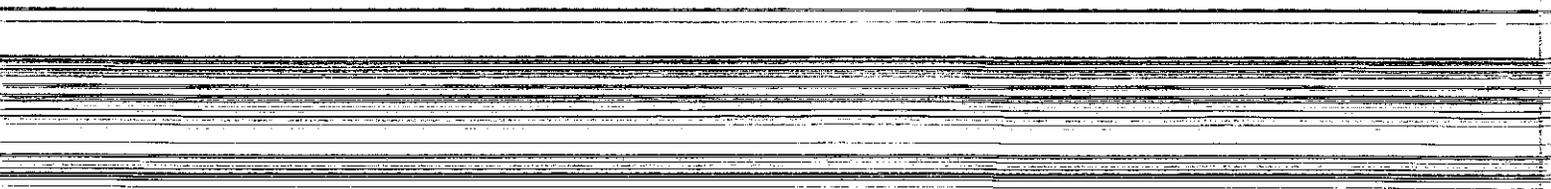
By: 
Name: ~~Dr. Ronald "Scott" Fritz~~
Carmen J. Balgobin
Title: Superintendent of Schools
Date: 7/23/2020

SCHOOL BOARD OF VOLUSIA COUNTY

By: 
Name: Mrs. Ida D. Wright
Title: Chairman
Date: 7/28/2020

*Reviewed for legal sufficiency for reliance only
by the District*

By: _____
Name: _____
Title: _____
Date: _____





The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

Agenda Item Details

| | |
|--------------------|---|
| Meeting | Jul 22, 2019 - Agenda - 2:00 PM - The School Board of Volusia County, Florida |
| Category | 13. Consent-Other |
| Subject | 13.04 Agreement: School Resource Officer Agreement with the City of South Daytona, Florida - Fiscal Years 2019-2024 |
| Access | Public |
| Type | Action (Consent) |
| Preferred Date | Jul 22, 2019 |
| Absolute Date | Jul 22, 2019 |
| Fiscal Impact | Yes |
| Dollar Amount | 24,855.00 |
| Budgeted | Yes |
| Budget Source | Safe Schools allocation provides funding for School Resource Deputies/Officers and Campus Advisors |
| Recommended Action | The superintendent recommends approval of the School Resource Officer Agreement between the School Board of Volusia County and the City of South Daytona, effective July 1, 2019 through June 30, 2024. |
| Goals | Focus Area 6-Operations/Infrastructure Focus Area 3-Internal/External Communications |

Public Content

BACKGROUND:

The purpose of this Agreement is to comply with legislation (SB 7026 and SB 7030) mandating armed safe-school officers at district schools; to foster better relations between students and law enforcement personnel; to deter crime on or about school premises by the presence of a law enforcement officer; to enforce local, state, and federal laws, and to have a School Resource Officer available for presentations to the students, faculty, and parents concerning law enforcement and various subjects related to the law. The School Resource Officer will, at all times, maintain a highly visible uniformed presence while on duty at school sites.

The City of South Daytona agrees to provide one (1) School Resource Officer from the South Daytona Police Department. The term of the Agreement is for five (5) years with one base year and four (4) one (1) year renewal options starting from July 1, 2019 through June 30, 2024. The district will pay 50% of the cost for the officer, with the remaining 50% paid by the City. The School Resource Officer will be assigned to the South Daytona Elementary school and will support ongoing efforts for a safe school environment.

SUBMITTED BY:

Greg Akin, Chief Operations Officer, Operations Services

SRO-Agreement-City-of-South-Daytona-2019-2020-BoardDocs.pdf (220 KB)

Administrative Content

Motion & Voting

The superintendent recommends approval of all items in the consent agenda with the exception of the following changes and ratification: Item 11.03 being pulled for further study and review; and Item 11.01 pulled from Consent to be discussed and voted on separately.

Motion by Ida D Wright, second by Ruben Colon.

Final Resolution: Motion Carries

Yea: Ida D Wright, Linda L Cuthbert, Carl Persis, Jamie Haynes, Ruben Colon

**VOLUSIA COUNTY SCHOOL BOARD AND THE CITY OF SOUTH DAYTONA
SCHOOL RESOURCE OFFICER AGREEMENT
July 1, 2019 – June 30, 2024**

THIS AGREEMENT (“Agreement”) is made and entered into between the School Board of Volusia County, hereinafter referred to as “School Board” and the City of South Daytona referred to as “City,” as follows:

RECITALS

WHEREAS, the parties are desirous of entering into an Agreement for the performance of law enforcement functions provided by a School Resource Officer hereinafter described; and

WHEREAS, the City is agreeable to provide personnel to perform the duties and responsibilities of a School Resource Officer; and

WHEREAS, the School Board is agreeable to compensate the City for School Resource Officer (SRO) Program costs; and

WHEREAS, the City is agreeable to receive monies from the School Board and to budget such monies to the City of South Daytona Police Department for services rendered to the School Board; and to budget for one (1) School Resource Officer to be split funded by the School Board at fifty percent (50%) and the City at fifty percent (50%); and

WHEREAS, the parties have approved the School Resource Officer Program as a viable program and their approval is not construed as a permanent obligation; and

WHEREAS, pursuant 768.28, F.S., neither the School Board nor the City waive any defense of sovereign immunity or increase of the limits of its liability upon entering into this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual understandings and covenants set forth herein, and other specific consideration, the parties agree as follows:

1. **Term.** The term of the Agreement is for five (5) years with one base year and four (4) one (1) year renewal options starting from **July 1, 2019 through June 30, 2024**, for a total of five (5) years, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein. Automatic renewal is not part of this agreement, the renewal terms shall be mutually agreed to by both parties.

2. **Purpose.** The purpose of this Agreement is to foster better relations between students and law enforcement personnel; to deter crime on or about school premises by the presence of a law enforcement officer; to enforce local, state and federal laws; and to have a School Resource Officer available for presentations to the students, faculty and parents concerning law enforcement and various subjects related to the law. The School Resource Officer shall at all times maintain a highly visible uniformed presence while on duty at school site.

3. **Termination.** This Agreement may be terminated by any party at any time, with or without cause, upon not less than ninety (90) days written notice delivered by Certified Mail, Return Receipt Requested, or in person to the other party; or, otherwise terminated upon any other manner approved in writing by both parties to this Agreement.

4. **Services.**

(a) The City agrees to provide to the School Board one (1) full-time School Resource Officer, eight (8) hours per day for one hundred eighty-one (181) school contact days, excluding summer school, for the compensation described in Paragraph 9 herein. Daily hours for the School Resource Officer will be 7:30 a. m. to 4:00 p.m. Monday through Friday at the South Daytona Elementary school. The City will make every effort to have the School Resource Officer position filled at the beginning of the school year and throughout the term of this Agreement.

(b) As verification of service rendered, the SRO will sign in at the start of the duty day and sign out at the end of the duty day at the assigned school site. The sign in/out sheet will be signed by the School Administrator/Principal to validate the services. The signed sheet will be turned over to the Safety and Security Office as record for reconciliation of invoices for payment. The sign in/out sheet will be turned-in no later than the first Friday of the following month.

(c) It is agreed that there are occasions when it is not possible to staff the school with a School Resource Officer. This may be due to medical reasons, extended training assignments, termination or other commitments resulting in a position vacancy. It is also agreed that, whereupon it is determined that filling a temporary School Resource Officer vacancy is critical to maintaining the safe and orderly environment of the school, the School Board will work with the

guardian program in part or total to fill the temporary vacancy until a replacement can be found.

- (d) Outside detail activities such as after-hours sporting events or extracurricular activities will be billed at the rate of **\$50.00** per hour and shall be funded one hundred percent (100%) by the school requesting such services. Those services will only be authorized within the jurisdictional boundaries of the SRO.
- (e) It is agreed that during a natural disaster or anytime the State Governor or the Office of the Superintendent of Schools declares an emergency for public safety and the suspension of the schools for the duration of time, the SRO services shall deduct the days from the billable hours to the School Board.
- (f) The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of the school administrators, unless the violation or misbehavior involves criminal conduct. The school district encourages the use of Civil Citation for eligible students. The school district utilizes the Incident Command structure with established Emergency Operations Plans when responding to an all hazards approach to emergency management.
- (g) The SRO shall develop and expand crime prevention efforts for students and shall serve as a liaison between the school and other first responders, investigative units and/or juvenile justice authorities when necessary and consistent with applicable civil rights and privacy laws. The SRO will be part of the school multidiscipline School Safety and Security team and shall assist in school responses to emergency issues to include referring students to professional services both within and outside the school district.
- (h) The School Board will share information on an as needed basis to the School Resource Officer to ensure resolution on open investigations being conducted by the School Resource Officer. All Federal privacy laws, including Family Educational Rights and Privacy laws, HIPAA and FERPA, will be followed.
- (i) The School Resource Officer will follow the Police Department's Chain of Command structure, reporting to the Criminal Investigation Division Sergeant or other command staff officer as designated by the Chief of Police.

5. **Other Considerations.** The City of South Daytona, City Council, Police Chief, and the School Board recognize that opportunities may materialize whereby it is in the best interest of the parties to modify this Agreement for considerations outside the scope of the School Resource Officer Program.

6. **Cooperation.** It is agreed that the City shall have all reasonable and necessary cooperation and assistance from the School Board, its officers, agents, and employees to facilitate the performance of this Agreement.

7. **Personnel/Equipment.** It is understood that any personnel assigned to perform duties under the terms and conditions of this Agreement are functioning at all times as a member of the City of South Daytona Police Department and are subject to department supervision and policies in addition to employment regulations governed by City Rules and Regulations. In addition, all equipment purchased and utilized by the City in performance of this Agreement is and shall remain the property of the City unless otherwise specified within this Agreement. The School Board shall provide the SRO with office space to include a desk, phone, computer and two-way radio utilized by the on-site safety and security team members. Access to the programs utilized by the district will be provided to ensure the sharing of critical information and comply with all laws, rules and regulations to include HIPAA and FERPA.

8. **Off Campus Activities.** It is recognized that during the course of the school year, the SRO may be required to attend meetings and training that support their professional certification and/or the School Resource Officer Program. Where possible, training will take place when school is not in session. The SRO may not elect to participate in additional training activities or other non-mandatory events that take them away from the campus without the approval of the school principal and the Police Chief or their representatives. In these cases, the time away from the school will be deducted from the monthly billing to the School Board.

9. **Compensation and Payment.**

(a) The School Board hereby agrees to compensate the City for all services provided herein at the established rate of **\$34.33** per billable hour for **1,448** hours. The total Agreement price for the one-year base term shall be **\$49,710.00** inclusive of benefits.

| | |
|---|---|
| Hourly Rate: | \$34.33 |
| Billable Hours: | 1,448 |
| One (1) SSO at 8 hours, 181 days | \$49,710.00 |
| Total Agreement Price (50% of total cost): | \$24,855.00, inclusive of benefits |

- (b) Payment shall be made on a monthly basis for ten months by the School Board upon receipt of the City billing invoice. The monthly rate shall be **\$2,485.50** for the one-year base term of this Agreement. The School Resource Officer shall maintain time records. In the event the City is unable to provide a School Resource Officer during the required times, those hours multiplied by the above hourly rate shall be deducted from the monthly payment.
- (c) Monthly employee time records will be submitted to the school board representative for payment processing. If an Officer is absent, the monthly billing will reflect the absence and the monthly billing will reflect a deduction of the hours not worked prior to the billing being sent to the school board for payment.
- (d) Compensation and payment will be reviewed by both parties and mutually agreed to by both parties prior to each one-year renewal option.

10. **Management Reports.** Any reports required under this Agreement shall be discussed and mutually agreed upon by both parties prior to implementation.

11. **Reporting Crimes and Delinquent Acts.** The School Board and the City Police Department will adhere to 1006.12 F.S. (School Resource Officer and School Safety Officers) and 1006.13 F.S. (Policy of zero tolerance for crime and victimization). Accordingly, it is agreed that school personnel will report to the SRO all delinquent acts and crimes occurring whenever students are under the jurisdiction of the school. When an SRO is not present or available, a report will be made to the appropriate law enforcement agency and a copy of such report shall be provided to the SRO.

12. **Entire Agreement.**

- (a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as, any previous agreements presently in effect between the parties, relating to the subject matter hereof.
- (b) Any alterations, amendments, deletions, or waivers of the provision of the Agreement shall be valid only when expressed in writing and duly signed by the parties.

13. **Notices.** Whenever any notice required to be given by this Agreement shall be directed to the following addresses:

For the School Board

The Superintendent
School District of Volusia County
Post Office Box 2118
DeLand, FL 32721-2118

For the City

Mr. James L. Gillis, Jr.
City Manager
The City of South Daytona
1672 South Ridgewood Avenue
South Daytona, FL 32119

With Copy To

The Chief Operating Officer
Volusia County Schools
3750 Olson Drive
Daytona Beach, FL 32114

With Copy To

The Chief of Police
The City of South Daytona
1672 South Ridgewood Avenue
South Daytona, FL 32119

Any of the parties may change by written notice the addresses or persons for receipt of notice.

14. **Appropriation Contingency.** Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year is subject to the appropriation by the School Board and availability of funds in accordance with Chapter 129, Florida Statutes. If at any time funds are not appropriated for the services provided or to be provided under this Agreement, this Agreement shall be caused to automatically terminate as of the first day following the last month funded.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have made and executed this instrument in three (3) counterparts for the purpose herein expressed on the dates indicated below:

Witnesses:

By: *Dennie Fitzgerald*
Name: Dennie Fitzgerald
Date: 07/24/19

THE CITY OF SOUTH DAYTONA

By: *James L. Gillis, Jr.*
Name: Mr. James L. Gillis, Jr.
Title: City Manager
Date: 07/24/19

By: *Mark J. Cheatham*
Name: Chief Mark J. Cheatham
Title: Chief of Police
Date: 07/24/19

Witnesses:

By: *Karen A. Kishop*
Name: Karen A. Kishop
Date: 7-23-19

SCHOOL BOARD OF VOLUSIA COUNTY

By: *Carl Persis*
Name: Mr. Carl Persis
Title: Chairman
Date: 07/22/19

By: *Denise Dietrich*
Name: DENISE DIETRICH
Date: 7-23-19

By: *Timothy Paul Egnor*
Name: Mr. Timothy Paul Egnor
Title: Superintendent
Date: 07/23/19

Revised for legal sufficiency for reliance only by the District

By: *Stacey J. Manning*
Name: Mr. Stacey J. Manning
Title: General Counsel
Date: 7-24-19