

**SAFETY AND EDUCATION ARTICULATION AGREEMENT
BETWEEN
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA,
THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA,
AND
THE CLAY COUNTY SHERIFF'S OFFICE**

2017-2018

This Agreement is made among and executed by the SCHOOL BOARD OF CLAY COUNTY, FLORIDA ("BOARD"), the BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA ("BCC"), and the CLAY COUNTY SHERIFF'S OFFICE ("CCSO") (collectively, "the Parties").

WHEREAS, the CCSO has provided and can continue to provide to the BOARD assistance in maintaining safe schools and certain educational resource services; and

WHEREAS, the BOARD desires to provide funding through the BCC to the CCSO in exchange for such assistance and services.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the mutual promises and obligations stated herein, the Parties hereby agree as follows:

1. The BOARD shall pay to the BCC, for the benefit and use of the CCSO, the sum of \$530,500.00 upon approval of this Agreement by all Parties in exchange for certain services provided to the BOARD by the CCSO as specified below during the period of October 1, 2017 through September 30, 2018. Payment shall be made in twelve (12) equal installments after execution of this Agreement and upon receipt of a monthly detail invoice submitted by the CCSO to the BOARD.
2. This Agreement provides for one lieutenant, two sergeants, eight School Resource Officers/deputy sheriffs (SROs) and one investigator to oversee and investigate cases for the Youth Resources Unit.
3. Included under this Agreement shall be CCSO's assignment of a School Resource Officer/deputy sheriff (SRO) per site to provide law enforcement and education services at Bannerman Learning Center, Keystone Heights High School, Clay High School, Middleburg High School, Fleming Island High School, Ridgeview High School, Orange Park High School, and Oakleaf High School. CCSO personnel will follow CCSO General Orders and Standard Operating Procedures in the delivery of such services.
4. Each school at which a SRO deputy sheriff from the Youth Resources Unit is assigned shall provide the SRO deputy sheriff an office with telephone service, computer access, and adequate furnishings to perform their services, including administrative and investigative duties.

5. The CCSO and the BOARD shall work cooperatively with other law enforcement agencies to ensure that appropriate and effective services are provided to the BOARD. They shall also coordinate efforts toward the achievement of early intervention goals and strategies.

6. The BCC agrees to accept receipt of the sums referenced in paragraph one (1) above for the benefit and use of the CCSO. Following receipt, the BCC, through its comptroller, and to the extent permitted by law, shall release to the CCSO the funds as received or deposit 50% into the Fund 102 Fine & Forfeiture and 50% into the Fund 140 Sheriff MSTU. In the event a dispute arises between the BOARD and the CCSO regarding the terms herein, or if receipt from the BOARD or payment to the CCSO is unauthorized by law, the BCC may unilaterally withdraw from this Agreement upon written notice to the BOARD and the CCSO. If the BOARD or the CCSO at any time disputes the entitlement of the other to funds in the possession of the BCC, the BCC may, in its sole discretion, inter-plead the BOARD and the CCSO to adjudicate such entitlement. The BCC shall have no obligation to provide funding to the CCSO hereunder from its own resources for the terms of this Agreement, nor shall it have any obligation or authority to enforce the obligations and promises of the BOARD and the CCSO hereunder, and the BOARD and the CCSO specifically hold the BCC harmless in this regard.

7. The CCSO shall maintain records concerning the performance of services provided by SRO deputy sheriffs. This will include data such as the number and types of calls for service. In accordance with Chapter 112, Part VI, *Florida Statutes*, (Law Enforcement Officer's Bill of Rights), any complaint against a deputy sheriff will be referred to the Clay County Sheriff's Office.

8. This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969" (the Act), and all applicable portions of the Act are hereby incorporated by reference.

9. Subject to and within the limitations of the sections 163.01 and 768.28, Florida Statutes, the CCSO agrees to indemnify and hold harmless the BOARD from and against any and all loss, damage, or liability which arises as a result of the negligent or intentional acts of CCSO 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date(s) hereinafter indicated.



DARRYL DANIELS
Sheriff of Clay County, Florida

3-19-18

Date

CAROL STUDDARD, Chair
School Board of Clay County, Florida

Date

ADDISON DAVIS
Superintendent of Schools
School Board of Clay County, Florida

Date

GAVIN ROLLINS, Chair
Clay County Board of County Commissioners

Date

EX-OFFICIO, Clerk to the Clay County
Board of County Commissioners

Date