

## **SAFETY AND EDUCATION ARTICULATION AGREEMENT 2010-2011**

This Agreement is made and executed among the School Board of Clay County, Florida (hereinafter the "Board"), the Board of County Commissioners of Clay County, Florida (hereinafter the "BCC"), and the Clay County Sheriff's Office (hereinafter "CCSO").

### **RECITALS**

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

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

### **WITNESSETH**

IN CONSIDERATION of the foregoing RECITALS, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, 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 \$450,000.000 upon approval of this Agreement by all parties in exchange for certain services as specified in Section 2 to be provided to the BOARD by the CCSO during the period of October 1, 2010 through September 30, 2011. Included under this agreement shall be a Youth Resource Officer per site to serve at Bannerman, Keystone Heights High School, Clay High School, Middleburg High School, Fleming Island High School, Ridgeview High School, Orange Park High School, and the Oakleaf High School. The payment shall be made on or before June 30, 2011 after execution of this document and upon receipt of an invoice submitted by the CCSO to the BOARD for the agreed upon amount. Each school at which a deputy sheriff from the Youth Resources Unit is assigned shall provide the deputy sheriff an office with telephone service, computer access, and adequate furnishings to perform their administrative and investigative duties.
2. The services referred to in Section 1 to be provided to the BOARD by the CCSO through the Youth Resource Unit (hereinafter "YRU") are as follows:
  - A. The BOARD, in cooperation with the CCSO, shall work together and with other law enforcement agencies to ensure that appropriate and effective


services are provided to the BOARD. CCSO YRU personnel will follow CCSO General Orders and Standard Operating Procedures in the delivery of law enforcement services. The BOARD staff and CCSO YRU personnel will coordinate efforts to encourage early intervention activities.

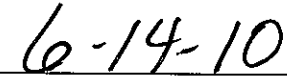
- B. Certain State and Federal Statutes prohibit discrimination on the basis of race, age, sex, national origin, religion, or handicaps. Both parties agree to fully comply with those statutes in the performance of their respective duties.
3. The BCC agrees to accept receipt of the sums referenced in Section 1 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. In the event a dispute arises between the BOARD and the CCSO regarding the terms hereof, or if receipt from the BOARD or payment to the CCSO is unauthorized by law, then 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 times 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.
  4. The CCSO shall maintain records concerning the performance of services provided by YRU deputy sheriffs. This will include data such as the number and types of calls for service. In accordance with Florida Statutes Chapter 112, Part VI (Law Enforcement Officer's Bill of Rights), any complaints against a deputy sheriff will be referred to the Clay County Sheriff's Office.
  5. Florida Statutes section 1006.13(2) requires that each school district shall adopt a policy of zero tolerance that:
    - a. Defines criteria for reporting to a law enforcement agency any act that occurs whenever or wherever students are within the jurisdiction of the BOARD;
    - b. Defines acts that pose a serious threat to school safety;
    - c. Defines petty acts of misconduct; and
    - d. Minimizes the victimization of students, staff, or volunteers, including taking all steps necessary to protect the victim of any violent crime from any further victimization.

Upon adoption of such policy, the BOARD shall provide the CCSO with documentation of such policy.

6. This Agreement shall not take effect until the date upon which it shall have been fully executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the dates hereinafter indicated.

  
\_\_\_\_\_  
Rick Beseler  
Sheriff of Clay County, Florida

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairperson  
Clay County School Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent of Schools  
School District of Clay County, Florida

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman  
Clay County Board of County Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
EX-OFFICIO  
Clerk to the Clay County Board of  
County Commissioners

\_\_\_\_\_  
Date