SAFETY AND EDUCATION ARTICULATION AGREEMENT BETWEEN SCHOOL BOARD OF CLAY COUNTY, FLORIDA, THE CITY COUNCIL OF CITY OF GREEN COVE SPRINGS, CLAY COUNTY, FLORIDA AND THE GREEN COVE SPRINGS POLICE DEPARTMENT, CLAY COUNTY, FLORIDA 2009 - 2010

This Agreement is made and executed among the School Board of Clay County of Clay County, Florida (hereinafter the "**SBCC**"), the City Council of the City of Green Cove Springs, Clay County, Florida (hereinafter the "**City**"), and the Green Cove Springs Police Department (hereinafter the "**GCSPD**").

RECITALS

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

WHEREAS, the SBCC desires to provide funding through the City to the Green Cove Springs Police Department 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 SBCC, from Safe Schools Act funds, will pay to the City, for the benefit and use of the GCSPD, the sum of \$9,000.00 upon approval of this Agreement by all parties in exchange for certain services as specified in Paragraph 2 to be provided to the SBCC by the GCSPD during the period of October 1, 2009 through September 30, 2010. The payment will be made on or before June 30, 2010, after execution of this document and upon receipt of an invoice submitted by the City to the SBCC for the agreed upon amount.
- 2. The services referenced in Section 1 to be provided to the SBCC by the GCSPD are as follows:
 - A. The GCSPD will provide direct and indirect assistance and support to school personnel in the planning and implementation of grade level programs such as SAVE, other substance abuse education, health education, and traffic and pedestrian safety programs for schools within the City.
 - B. The SBCC and the GCSPD, will work together and with other local law enforcement agencies to ensure that appropriate and effective services are provided to the School Board. General orders and directives will be reviewed and updated to address the role and responsibilities of the assigned GCSPD staff. Administrative guidelines will be developed to address the working relationship between the School Board staff and

the GCSPD, including encouraging early intervention activities.

- C. Certain state and federal statutes prohibit discrimination on the basis of race, age, sex, national origin, religion, or handicaps and both parties to this Agreement agree to fully comply with the terms of these acts.
- 3. The City agrees to accept receipt of the sums referenced in Paragraph 1 for the benefit and use of the GCSPD.
- 4. GCSPD agrees to comply with the requirements of the Jessica Lunsford Act by requiring that all GCSPD personnel who come in contact with students, or who enter upon any SBCC school campus where students are present, are fingerprinted and have passed a Level II background check at no cost to the SBCC.
- 5. 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 seals the dates hereinafter indicated.

September 17, 2009 Date

CHAIRPERSON SCHOOL BOARD OF CLAY COUNTY

September 17, 2009 Date

SUPERINTENDENT OF SCHOOLS CLAY COUNTY SCHOOL BOARD

CITY MANAGER CITY OF GREEN COVE SPRINGS

Date

Date

MAYOR CITY OF GREEN COVE SPRINGS

CHIEF OF POLICE CITY OF GREEN COVE SPRINGS

Date