## SAFETY AND EDUCATION ARTICULATION AGREEMENT BETWEEN

# THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, THE ORANGE PARK TOWN COUNCIL, FLORIDA, THE TOWN OF ORANGE PARK, FLORIDA AND

### THE ORANGE PARK POLICE DEPARTMENT, FLORIDA 2009-2010

This Agreement is made and executed among the School Board of Clay County of Clay County, Florida (hereinafter the "SBCC"), the Orange Park Town Council, Town of Orange Park, Florida (hereinafter the "Town"), and the Orange Park Police Department (hereinafter the "OPPD").

#### **RECITALS**

WHEREAS, the OPPD 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 Town to the OPPD 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 Town, for the benefit and use of the OPPD, the sum of \$9,000.00 upon approval of this Agreement by all parties in exchange for certain services as specified in Section 2 to be provided to the SBCC by the OPPD 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 Town to the SBCC for the agreed upon amount.
- 2. The services referenced in Section 1 to be provided to the SBCC by the OPPD are as follows:
  - A. The OPPD will provide direct and indirect assistance and support to school personnel in the planning and implementation of grade level programs including but not limited to DARE, other substance abuse education, health education, and traffic and pedestrian safety programs for schools within the Town.
  - B. The SBCC and OPPD, 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 OPPD officer. Administrative guidelines will be developed to address the working relationship between the School Board staff and the OPPD, 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 Town agrees to accept receipt of the sums referenced in Paragraph 1 for the benefit and use of the OPPD.
- 4. OPPD agrees to comply with the requirements of the Jessica Lunsford Act by requiring that all OPPD 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.

<u>September 17, 2009</u>	
Date	CHAIRPERSON
	SCHOOL BOARD OF CLAY COUNTY,
	FLORIDA
<u>September 17, 2009</u>	
Date	SUPERINTENDENT OF SCHOOLS
	SCHOOL BOARD OF CLAY COUNTY,
	FLORIDA
Date	TOWN MANAGER
	TOWN OF ORANGE PARK, FLORIDA
Date	MAYOR
	TOWN OF ORANGE PARK, FLORIDA
Date	CHIEF OF POLICE
	TOWN OF ORANGE PARK, FLORIDA