

**SAFETY AND EDUCATION ARTICULATION AGREEMENT
2008 - 2009**

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 Office of the Sheriff of Clay County, Florida (hereinafter the “**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, from Safe Schools Act funding, shall pay to the BCC, for the benefit and use of the CCSO, the sum of \$450,000.00 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 CCSO during the period of October 1, 2008 through September 30, 2009. Included under this agreement shall be a Youth Resource Officer per site to serve Keystone Heights High School, Clay High School, Middleburg High School, Fleming Island High School, Ridgeview High School, Orange Park High School, Green Cove Springs Junior High School, Wilkinson Junior High School, Lake Asbury Junior High School, Lakeside Junior High School, Bannerman Learning Center, Orange Park Junior High School, Green Cove Springs Junior High School, and The Oakleaf School. The payment shall be made on or before June 30, 2009 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 and adequate furniture to perform their administrative and investigative duties.

2. The services referenced in Section 1 to be provided to the BOARD by the CCSO through the Youth Resource Unit are as follows:
 - A. The BOARD, in cooperation with the CCSO, shall work together and with other local law enforcement agencies to ensure that appropriate and effective services are provided to the BOARD. General orders and directives shall be reviewed and updated to address the role and responsibilities of the assigned Youth Resource Officer (Y.R.O.). Administrative guidelines shall be developed to address the working relationship between the BOARD staff and the Y.R.O., including encouraging early intervention activities.
 - B. 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 BCC agrees to accept receipt of the sums referenced in Paragraph 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 time disputes the entitlement of the other to funds in 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, nor shall it have any obligation to ensure or seek 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. In accordance with Florida Accreditation standards for law enforcement CCSO shall maintain records concerning the performance of services provided by deputy sheriffs assigned to the Youth Resource Unit, including information such as calls for service.
5. Florida Statutes section 1006.13 requires that each school district shall adopt a policy of zero tolerance for crime and substance abuse, and enumerates offenses that must be reported to law enforcement. Further, Clay County School District's Elementary and Secondary Codes of Student Conduct mandate reporting of certain offenses, including but not limited to drug offenses and crimes of violence, to law enforcement. Principals shall ensure that these offenses are reported to the assigned Youth Resource Officer.
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 seals the dates hereinafter indicated.

September 18, 2008
Date

CHAIRPERSON
CLAY COUNTY SCHOOL BOARD

September 18, 2008
Date

SUPERINTENDENT OF SCHOOLS
SCHOOL DISTRICT OF CLAY COUNTY

Date

EX-OFFICIO
CLERK TO THE BOARD OF COUNTY
COMMISSIONERS

Date

CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

Date

SHERIFF, CLAY COUNTY