CONTRACT FOR SCHOOL RESOURCE OFFICERS

1017/33/10 11 2:17

THIS AGREEMENT IS MADE AND ENTERED INTO BETWEEN THE SCHOOL BOARD OF NASSAU COUNTY, FLORIDA HEREINAFTER 2:17 REFERRED TO AS "SCHOOL BOARD"; THE NASSAU COUNTY SHERIFF'S OFFICE, HEREINAFTER REFERRED TO AS "SHERIFF"; AND THE COUNTY OF NASSAU, FLORIDA HEREINAFTER REFERRED TO AS "COUNTY".

WHEREAS, THE PARTIES ARE DESIROUS OF ENTERING INTO AN AGREEMENT FOR THE PERFORMANCE OF LAW ENFORCEMENT FUNCTIONS PROVIDED BY SCHOOL RESOURCE OFFICERS.

WHEREAS, THE SHERIFF IS AGREEABLE TO PROVIDE FOUR (4) OFFICERS TO PERFORM THE DUTIES AND RESPONSIBILITIES OF A SCHOOL RESOURCE OFFICER AT YULEE AREA SCHOOLS, HILLIARD AREA SCHOOLS, CALLAHAN AREA SCHOOLS, AND WEST NASSAU HIGH SCHOOL, AND,

WHEREAS, THE SCHOOL BOARD IS AGREEABLE TO COMPENSATE THE COUNTY FOR THE SERVICES OF THE SCHOOL RESOURCE OFFICERS AND

WHEREAS, THE COUNTY IS AGREEABLE TO RECEIVE MONIES FROM THE SCHOOL BOARD AND TO BUDGET SUCH MONIES TO THE SHERIFF FOR SERVICES RENDERED TO THE SCHOOL BOARD.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERSTANDINGS AND COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

- 1. <u>TERM</u>: THE TERM OF THIS AGREEMENT IS FROM OCTOBER 1, 2001 THROUGH SEPTEMBER 30, 2002, THE DATE OF SIGNATURE BY THE PARTIES NOTWITHSTANDING, UNLESS EARLIER TERMINATED AS PROVIDED HEREIN.
- 2. <u>PURPOSE</u>: THE PURPOSE OF THIS AGREEMENT IS TO FOSTER BETTER RELATIONS BETWEEN STUDENTS AND LAW ENFORCEMENT PERSONNEL; TO DETER CRIME ON OR ABOUT SCHOOL PREMISES BY THE PRESENCE OF A LAW ENFORCEMENT OFFICER; TO ENFORCE LOCAL, STATE, AND FEDERAL LAWS; AND TO HAVE A SCHOOL RESOURCE OFFICER AVAILABLE FOR PRESENTATIONS TO THE STUDENTS, FACULTY AND PARENTS CONCERNING LAW ENFORCEMENT AND VARIOUS SUBJECTS RELATED TO THE LAW.

3. <u>TERMINATION</u>: THIS AGREEMENT MAY BE TERMINATED BY ANY PARTY AT ANY TIME, WITH OR WITHOUT CAUSE, UPON NOT LESS THAN THIRTY (30) DAYS WRITTEN NOTICE DELIVERED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OR IN PERSON TO THE OTHER PARTIES.

4. SERVICE:

- (A) THE SHERIFF AGREES TO PROVIDE TO THE SCHOOL BOARD (4) SCHOOL RESOURCE OFFICERS WHO MEET THE POSITION DESCRIPTION, PROVIDE THE OFFICERS NECESSARY UNIFORMS, EQUIPMENT AND TRANSPORTATION AND TO PROVIDE OPPORTUNITY FOR THE OFFICER TO ACQUIRE THE NECESSARY RECERTIFICATION TO MAINTAIN STATUS IN THE NASSAU COUNTY SHERIFF'S OFFICE.
- (B) THE SCHOOL BOARD AGREES TO COMPENSATE THE SHERIFF FOR THE SALARY AND BENEFITS OF THE SCHOOL RESOURCE OFFICER BY PAYING TO THE COUNTY THE AGREED YEARLY COMPENSATION IN THE AMOUNT OF \$170,837.00 TO BE PAID ON A MONTHLY BASIS IN THE AMOUNT OF \$14,236.42 FOR TWELVE (12) MONTHS. THE SCHOOL BOARD AGREES TO THE SCHOOL RESOURCE OFFICERS WORKING WITH THE SHERIFF'S OFFICE DURING CHRISTMAS VACATION, SPRING BREAK, AND SUMMER VACATION IN RETURN FOR THE SHERIFF FURNISHING THE OFFICERS UNIFORMS, EQUIPMENT, VEHICLE AND VEHICLE MAINTENANCE.
- (C) THE COUNTY AGREES TO ACCEPT FROM THE SCHOOL BOARD THE AGREED UPON COMPENSATION FOR SALARY AND BENEFITS OF THE SCHOOL RESOURCE OFFICERS.
- 5. <u>COOPERATION:</u> IT IS AGREED THAT THE SHERIFF SHALL HAVE ALL REASONABLE AND NECESSARY COOPERATION AND ASSISTANCE FROM THE SCHOOL BOARD, IT'S OFFICES, AGENTS AND EMPLOYEES SO AS TO FACILITATE THE PERFORMANCE OF THIS AGREEMENT.
- 6. <u>COMPENSATION AND PAYMENT</u>: THE SCHOOL BOARD HEREBY AGREES TO COMPENSATE THE COUNTY ON A MONTHLY BASIS FOR THE SERVICES PROVIDED HEREUNDER BY THE SHERIFF THE YEARLY SUM OF \$170,837.00 ENUMERATED AS FOLLOWS:

SALARY (EXCLUDES OVERTIME)		\$121,128.00
SOCIAL SECURITY		9,265.00
RETIREMENT		24,575.00
LIABILITY INSURANCE		3,819.00
HEALTH INSURANCE		6,948.00
ACCIDENTAL/ADD		51.00
WORKERS/COMP		5,051.00
	TOTAL	\$170,837.00

THE SCHOOL PRINCIPAL TO WHOM THE SCHOOL RESOURCE OFFICER IS ASSIGNED SHOULD AUTHORIZE OVERTIME COSTS, WHICH SHOULD BE CHARGED TO THE SCHOOL BOARD. OVERTIME COSTS ARE NOT INCLUDED OR PROJECTED IN SECTION 6 OF THIS CONTRACT. THE OVERTIME HOURS WILL BE CAPPED AT 100 HOURS PER OFFICER.

MONTHLY PAYMENTS ARE TO BE PAID AT THE FIRST OF EACH MONTH.

7. <u>AGREEMENT:</u> ANY ALTERATIONS, AMENDMENTS, DELETIONS OR WAIVERS OF THE PROVISIONS OF THIS AGREEMENT SHALL BE VALID ONLY WHEN EXPRESSED IN WRITING AND DULY SIGNED BY THE PARTIES.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS INSTRUMENT FOR THE PURPOSE HEREIN EXPRESSED.

ATTEST:
July J. Ruis Tatter Burd
JOHN L. RUIS KATHY BURNS
SUPERINTENDENT OF SCHOOLS SCHOOL BOARD CHAIRMAN
NASSAU COUNTY NASSAU COUNTY
DATE: 8-0-01
AS AUTHORIZED FOR EXECUTION BY THE SCHOOL BOARD AT IT'S
MEETING OF: Cugust 9 2001
MADY ANNI MADSHALL
WAKI ANN WAKSHALL KAI GEIGEN
CHAIRMAN SHERIFF SHERIFF SHARRAN COUNTY
BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY
DATE: November 19 2001
AS AUTHORIZED FOR EXECUTION BY THE BOARD OF COUNTY
COMMISSIONERS AT
IT'S REGULAR SCHEDULED MEETING OF:
November 19, 2001 20
FOR THE USE AND RELIANCE OF NASSAU COUNTY ONLY
APPROVAL AS TO FORM AND LEGAL SUFFICIENCY:
////////////
MICHAEL MULLIN
COUNTY ATTORNEY
A TOTAL COTA
ATTEST:
11Thorly
J.M. "CHIP" OXLEY, JR.
EX-OFFICIO CLERK