CS-12-266

Nassau County Sheriff's Office School Resource Officers Contract

This Agreement is made and entered into between the School Board of Nassau County, Florida hereinafter 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 to be provided by School Resource Officers, and

WHEREAS, The Sheriff is agreeable to provide five (5) officers, each assigned to a high school or middle school campus, to perform the duties and responsibilities of School Resource Officers at Yulee area schools, Hilliard area schools, and Callahan area schools, 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 for the services provided to the School Board by the Sheriff.

NOW, THEREFORE, In consideration of the mutual understandings and covenants set forth herein, the parties agree to the following:

- 1. PURPOSE: 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.
- 2. <u>TERM</u>: The term of this agreement is from one week before the first day of school through the last day of school each School Year, and shall be automatically continued from year to year unless the Agreement is terminated by either party upon thirty (30) days written notice.

3. **SERVICES:**

A. The Sheriff agrees to provide to the School Board five (5) School Resource Officers who meet the position description; provide the officers necessary uniforms, equipment and transportation; and to provide opportunities for the officers to acquire the necessary certification to maintain status in the Nassau County Sheriff's Office. In the event that an assigned School Resource Officer is sick for more

than two (2) days, the Sheriff agrees to provide another officer to fill that vacancy until the assigned officer returns.

- B. The School Board agrees to compensate the Sheriff by reimbursing the County for 75% of the average annual salary and benefits of a patrol deputy for each School Resource Officer employed. Current benefits include: FICA, Medicare and retirement. A salary and benefit schedule is attached to this Agreement, and an updated salary and benefit schedule will be sent to the School Board annually by October 1 as part of this contract. 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's Office furnishing each deputy's uniforms, equipment, vehicle and vehicle maintenance. The Sheriff agrees to schedule required officer training during these vacation periods when possible.
- C. The County agrees to accept from the School Board the agreed upon compensation for the salary and benefits of the School Resource Officers.
- 4. <u>COOPERATION</u>: It is agreed that the Sheriff shall have all reasonable and necessary cooperation and assistance from the School Board, its offices, agents, and employees so as to facilitate the performance of this Agreement.

5. COMPENSATION AND PAYMENT:

- A. The School Board hereby agrees to compensate the County for the services provided by the Sheriff for the actual regular hours worked and actual overtime hours worked, at 75% of the average patrol deputy's hourly rate. A total of ten (10) monthly invoices (one for each month during the School Year) will be submitted to the School Board by the 15th of each month from August through May.
- B. The School Principal to which the School Resource Officer is assigned shall authorize overtime costs. Overtime hours will be capped at 100 hours per officer, per school year, and compensation to the county shall be as outlined in paragraph 5 A.
- C. The School Board hereby agrees to reimburse the officers for mileage and per diem travel expenses for the officers to attend state/regional School Resource Officer meetings and other in-service training recommended by the district.
- 6. <u>TERMINATION</u>: This Agreement may be terminated by any party at any time 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.

7. <u>AGREEMENT</u>: Any alterations, amendments, deletions, or waivers of any provision 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:	
John L. Ruis, Superintendent Nassau County School Board	Donna Martin, Chairman Nassau County School Board
Date: <u>(4-27-13</u>	
·	au County School Board at its meeting on:
Daniel B. Leeper, Chairman Nassau Board of County Commissioners	John A. Crawford Ex-Officio Clerk MES 4.13
Date:9-23-13	Jy //
As authorized for execution by the Nassa on:	u Board of County Commissioners at its meeting
September 23 ,	20 <u>13</u>
Bill Leeper Nassau County Sheriff	
For the use and reliance of Nassau Coun	ty only approval as to firm and legal sufficiency:
David A. Hallman Nassau County Attorney	