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**AGREEMENT TO PROVIDE SCHOOL
RESOURCE OFFICER**

This AGREEMENT TO PROVIDE SCHOOL RESOURCE OFFICER (hereinafter referred to as the "Agreement") effective this the 8 day of September, 2008, by and between the [REDACTED] County Sheriff (hereinafter referred to as "Sheriff") and the Board of Education of [REDACTED] County, Kentucky (hereinafter referred to as "Board").

In consideration of the following mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term.** The term of this Agreement shall be from the date of signing until June 30, 2009, and the Agreement shall automatically renew July 1, 2009, and each July 1 thereafter for an additional one (1) year term unless terminated as set forth herein.
2. **Position and Responsibilities.** The Sheriff shall assign a deputy exclusively to the Board to serve the Board as a school resource officer at the Board's schools and facilities. This deputy shall be required to be present for the beginning of each school day by 7:30 a.m. and continue in service as the resource officer until 3:00 p.m. of each day that school is in session. The deputy shall also be required to attend all home sporting events, attend school board meetings whenever requested to do so by the Board and extracurricular events as needed. Furthermore, the deputy shall patrol [REDACTED] periodically during both the mornings and afternoons, immediately prior to the beginning of the school day and immediately upon the conclusion of the school day. The Board shall have the exclusive control over the location of the deputy's assignment and the duties to be performed by the deputy during his time of service for the Board. Furthermore, the deputy shall act in accordance with the rules, regulations, policies and instructions of the Board at all times.
3. **Compensation.** The Board shall pay the Sheriff the amount of \$1,989.50 dollars per month as consideration for his providing a deputy to serve as a school resource officer under this agreement. The Sheriff shall be responsible for withholding all federal, state or local income taxes, as well as any other payroll taxes of any kind.
4. **Employment Benefits.** The Sheriff shall be solely responsible for providing any and all employment related benefits (health insurance, retirement, etc.) to the deputy.

5. **Removal of Deputy.** If at any time during the duration of the Agreement, the Board is dissatisfied with the performance of the deputy serving as school resource officer, the Board may provide written request for a new deputy to serve as a school resource officer to the Sheriff. The Sheriff shall have thirty (30) days to effectuate said change. Any deviation from this thirty day period shall require written agreement of both parties.
6. **Termination of Agreement.** During the term of the Agreement, either party may cause the Agreement to be terminated upon sixty (60) days written notice to the other party.
7. **Miscellaneous.**
 - a. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of both the Sheriff and the Board, their successors and assigns.
 - b. **Amendment of Agreement.** This Agreement may not be amended or modified except by an instrument in writing signed by the parties hereto.
 - c. **Waiver.** No term or condition of the Agreement shall be deemed to have been waived, nor shall there be any estoppels against the enforcement of any provisions of this Agreement, except by written instrument of the party charged with such waiver or estoppels. No such written waiver shall be deemed to be a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition in the future or as to any act other than that specifically waived.
 - d. **Severability.** If for any reason, any provision of the Agreement is held invalid, such invalidity shall not affect any other provision of the Agreement not held invalid, and each such other provision shall, to the full extent consistent with law, continue in full force and effect. If any provision of the Agreement shall be invalid in part, such invalidity shall, in no way, affect the rest of such provision not held invalid, and the rest of such provision, together with all other provisions of this Agreement, shall to the extent consistent with law, continue in full force and effect.
 - e. **Attorney's Fees.** If either party to this Agreement shall seek to enforce any of the provisions of this Agreement or any rights, duties or obligations provided for by this Agreement against the other party to

this Agreement by legal or equitable proceedings, then the prevailing party in such legal or equitable proceedings shall be entitled to receive from the other party to such legal or equitable proceedings, in addition to all other rights and remedies to which such prevailing party shall be entitled, such prevailing party's reasonable costs and expenses incurred in such proceedings and in the preparation of such proceedings, including such prevailing party's reasonable attorney's fees. Such prevailing party shall be entitled to judgment for said costs, expenses and attorney's fees, in addition to judgment for such other sums and remedies to which such prevailing party shall be entitled.

- E. **Entire Agreement.** This Agreement contains the entirety of the agreements between the Sheriff and the Board with respect to the provision of a school resource officer. Each of the parties acknowledges that the other party has made no agreements or representations with respect to the subject matter of this Agreement other than those hereinabove specifically set forth in this Agreement. Any prior agreements, undertakings or understandings of the parties with respect to the provision of a school resource officer by the Sheriff to the Board, except to the extent specifically set forth herein, be (and they are hereby) rendered null, void and of no further effect.

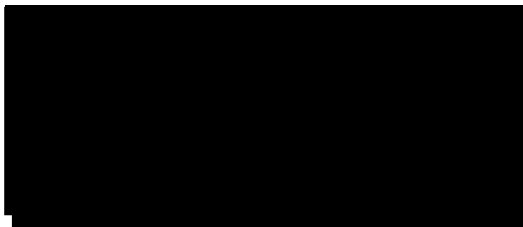
- g. **Choice of Laws.** This Agreement has been executed in and shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto, as of the date first above written.

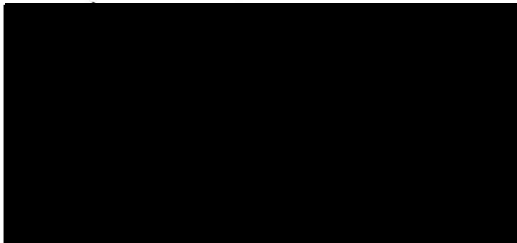
[REDACTED]
[REDACTED]
[REDACTED]
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Approved by the [REDACTED] County Fiscal Court on the 8th day of Sept

2008.



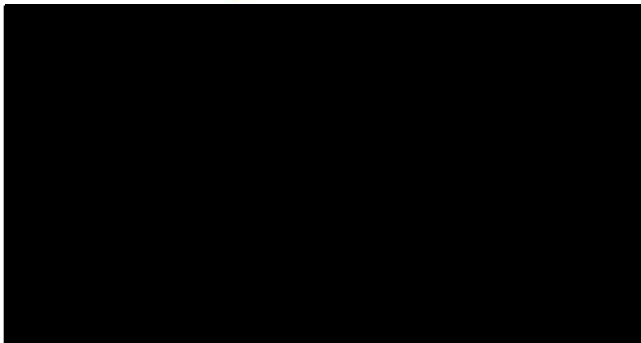
Approved by the Board of Education of [REDACTED] County, Kentucky, on the
8 day of September, 2008.



**AGREEMENT TO PROVIDE SCHOOL
RESOURCE OFFICER**

Amendment to Agreement

The [REDACTED] County Board of Education met on June 11, 2012 and approved to increase the compensation to the Sheriff for school resource officer to \$2,333.00 dollars per month as consideration for providing a deputy to serve as a school resource officer under this agreement. The Sheriff shall be responsible for withholding all federal, state or local income taxes, as well as any other payroll taxes of any kind.



8/22/12
Date

8-22-12
Date