

Name of Contract: School Police/Whitehat (WHLS of Florida LLC) _____ Board Item
 _____ Board Meeting

Date _____ **CONTRACT REVIEW CHECKLIST**

Consistency with Law and School Board Policy:

	Comments
Consistent with School Board Policy	√
Consistent with Florida, federal and local laws	√

Contract Terms:

	Comments
Term (Duration of Contract)	7/1/2005-6/30/2006
Termination Clause	√
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses.
Regulatory issues	None
Confidentiality Provision	Yes
Warranties	√
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	None
Governing Law & Venue	Florida; Palm Beach County

Business Principles:

	Comments
Sound Business Principles	√
Reasonableness of Fees	Page 1
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	Page 1

Other Issues:

	Comments
Conflict of Interest Disclosures	None
Non-Negotiable Issues	None
Miscellaneous Issues	None
Appropriate Departmental Sign-off	Yes

Special Considerations: "Jessica Lunsford Act" language not applicable. We are supplying personnel.

The issues noted above were explained to the appropriate District staff and/or Division Chief. YES NO

SAC
 By: Attorney (Name and Date) 8/30/05

Law Enforcement Service Agreement

The agreement was made and entered into between The School District of Palm Beach County, Florida, hereinafter referred to as the District, and WHLS of Florida, LLC.

Whereas, WHLS of Florida, LLC wishes to contract with the District for law enforcement services, alarm monitoring and the services of a police aide. The District is agreeable to rendering these services on the terms and conditions hereafter set forth:

In entering into this agreement, it is the intent of WHLS of Florida, LLC to secure the services of a school police officer for 216 days for 8 hours per day; a police aide for 260 days for 8 hours per day and alarm monitoring for 24-hours per day, 365 days a year. The school police officer will be on site for 180 days and attend mandatory training/holidays for the remaining days. In addition, the police officer will work non-contract days as agreed to by both parties. It is understood that WHLS of Florida, LLC will be billed separately at a rate of \$24 per hour for non-contract days and \$38 per hour for overtime for a police officer. The rate of overtime for a school police aide will be \$20 per hour. The 260-day school police aide will also accrue annual leave (12 – 18 days per year depending upon longevity). The annual leave will be taken at a time that is mutually agreed upon by the principal, Chief of School Police and the school police aide.

The District shall provide law enforcement services to WHLS of Florida, LLC. The school police officer shall exercise the authority granted to him/her by the State of Florida and as prescribed by Florida Statute 230.23175 and as stated in The Palm Beach County School District Police Department General Order 1.1. The school police officer will adhere to all procedures set forth in the Palm Beach County School District Police Department General Orders Manual.

In order to perform these services, the District shall furnish and supply all necessary labor, equipment, supervision and supplies necessary to maintain the services rendered. The activities of the school police officer assigned to perform services, pursuant to this agreement, shall be reported and documented and records will be maintained as required by the School Police Department and Florida State Statutes. The rendition of services, standards of performance, discipline and other matters incident to the performance of such services and the control of personnel employed shall be within the sole discretion of the District.

In the event of a dispute between the parties as to the extent of the duties and functions rendered hereunder, the Chief of Police shall make the final determination. The principal and the Chief or designee will approve any overtime worked by the school police officer or police aide in advance. The school will be billed for the amount of the overtime at the

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standard overtime rate. In the event the school police officer or police aide is absent due to illness or personal leave, School Police will respond as needed, but a replacement officer/aide will not be assigned. The School Police Officer will follow General Order 11.3 and notify the school and school police in the event of an absence.

Persons employed in the performance of services provided are employees of the District. As employees of the District they shall receive all benefits, training and promotion opportunities provided by the District.

Whereas, both parties recognized that it is important to provide for the safety of students and faculty a police officer will be placed at Life Skills Atlantic and Life Skills Roosevelt Full Service effective September 1, 2005. An officer will be placed at Life Skills West Area as soon as possible. Therefore, the District in good faith has continued alarm-monitoring services and hired personnel pending retroactive approval by the School Board.

This agreement shall be in effect for a period of twelve (12) months, beginning July 1, 2005 and ending June 30, 2006. This written agreement may be renewed by the parties, subject to computation of cost at the time of renewal. Said renewal agreement should be signed by all parties at least 30 days prior to the expiration of the agreement. This agreement shall remain in effect until a renewal agreement is adopted by the Board or either party gives notice of cancellation of this agreement at least 30 days prior to the expiration of this agreement.

Total cost of salary/benefits and equipment for one school police officer (216 days)	= \$62,416.00
Total cost of salary/benefits and equipment for one twelve month school police aide	= \$29,857.00
Total cost of alarm monitoring for 12 months	= \$ 3,000.00

WHLS of Florida, LLC will submit quarterly payments to the District. The first payment will be due on September 30, 2005 in the amount of \$5,951.33 for Life Skills – Atlantic and Life Skills – Roosevelt Full Service. The first payment for Life Skills – West Area will be due on September 30, 2005, in the amount of \$750.00 (alarm monitoring). Subsequent payments of \$23,818.23 for each site (Life Skills – Atlantic, Life Skills – Roosevelt Full Service and Life Skills – West Area) will be due on December 30, 2005, March 30, 2006 and June 30, 2006. Based on the start date of the school police officer the payments for Life Skills – West Area will be adjusted.

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This agreement is subject to all terms and conditions of any applicable collective bargaining agreement that covers District employees that may be affected by this Agreement and the District's/Arbitrator's resolution to any applicable grievance shall be binding on WHLS of Florida, LLC.

This agreement may be modified only if such modifications are in writing and signed by both parties.

The exchange of information by and between the authorized representatives of the parties to this agreement shall be as follows:

The Principal shall be the authorized representative for WHLS of Florida, LLC.

The authorized representative of the District shall be the Chief of Police or designee. Except as specifically required by this Agreement all terms and conditions of the Agreement between The School Board of Palm Beach County and WHLS of Florida, LLC are applicable to this Law Enforcement Service Agreement.

In witness whereof, the signatories to this agreement executed in their names the day and year written.

ATTEST:

WHLS of Florida, LLC

Cathy Wooley

By: C. Wooley Date: 9/6/05
Cathy Wooley Brown
Executive Director of Florida Operations and
Initiatives

ATTEST:

The School Board of Palm Beach County, Florida

By: _____ Date: _____
Thomas E. Lynch
Chairman

By: _____ Date: _____
Arthur C. Johnson, Ph. D.
Superintendent

Approved As To Form
And Legal Sufficiency

JTC 8/30/05