

**AMENDED SCHOOL RESOURCE OFFICER
MEMORANDUM OF UNDERSTANDING**

THIS AMENDED MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of the ____ day of _____, 2020, with an effective date as set forth hereinbelow by and between the County of Simpson, Kentucky (hereinafter referred to as “County”), P. O. Box 242, Franklin, Kentucky 42135; the Simpson County Sheriff, 203 East Kentucky Avenue, Franklin, Kentucky 42134; the City of Franklin, Kentucky (hereinafter referred to as “City”), P. O. Box 2805, Franklin, Kentucky 42135; and the Simpson County Board of Education (hereinafter referred to as “School Board” or “School”), 430 South College Street, Franklin, Kentucky 42134 (each referred to herein individually as “Party”, or collectively as “Parties”).

WITNESSETH:

WHEREAS, as part of HB 330 and as particularly codified in KRS 158.4414, the 2019 General Assembly authorized the provision of school resource officer (“SRO”) services by means of an MOU to be entered into by local school districts with appropriate law enforcement agencies; and

WHEREAS, the School is a body politic and corporate, with legal authority to enter into contracts; and

WHEREAS, the County is created by Kentucky statute as a corporate entity with the capacity to contract and be contracted with; and,

WHEREAS, the City is created by Kentucky statute as a corporate entity with capacity to contract and be contracted with, pursuant to KRS Chapters 81 and 83; and

WHEREAS, the City possesses authority over the Franklin Police Department, which has been created as a department and agency of City government by ordinance; and

WHEREAS, the Simpson County Sheriff is a duly elected officer of the Commonwealth of Kentucky pursuant to the Kentucky Constitution; and

WHEREAS, the parties previously entered into a School Resource Officer Memorandum of Understanding dated November 25, 2019 (the “2019 MOU”) for the provision of SRO services by the City;

WHEREAS, it is the intent and desire of the City, County, Sheriff, and School to transition the provision of the services of an SRO under the 2019 MOU from the City to the County, by and through the Sheriff’s Office, as set forth herein and as authorized pursuant to KRS 158.4414 and KRS 65.210, et. seq.;

WHEREAS, the Parties seek to provide for the continued utilization of a school resource officer serving the Simpson County School System.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements as set forth herein below, IT IS HEREBY AGREED by and between the School, City, County, and Sheriff as follows:

1. At the School’s request, the Simpson County Fiscal Court, by and through the Simpson County Sheriff’s Office, shall annually designate and provide a duly certified, sworn officer, which officer shall be approved by the Simpson County Board of Education, to serve as school resource officer for the Simpson County School System during the term of this Agreement, hereinafter specified. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and

appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated School disciplinary codes or standards and the appropriate administrative action to take. However, the SRO may share information regarding issues or potential school violations with school administration/staff they obtain during the course of their duties.

2. In such event as the Simpson County Fiscal Court, by and through the Simpson County Sheriff's Office, designates and provides a duly certified, sworn officer, the Board of Education shall fund and pay to the County, from the PILOT proceeds on the TSC project all proportionate share costs associated with providing said school resource officer, based upon the number of days worked for the school each year, by reimbursing the Simpson County Fiscal Court for the proportionate share of costs, salary, benefits, transportation including, but not limited to vehicle and maintenance costs, and any and all other costs related thereto except for those costs associated with the school resource officer while said officer is working for the Simpson County Sheriff's Office and not acting as the school resource officer. All financial responsibilities of the County of Simpson and the City of Franklin with regard to the School Resource Officer shall abate from the period of December 31, 2011, through December 31, 2021, however, at the termination of this agreement, the arrangement regarding a school Resource Officer shall revert to its pre-December 31, 2011, status, whereby the County will pay \$10,000.00 annually per year for the School Resource Officer, the School will pay \$15,000.00 annually for the School Resource Officer, and the City will pay the balance of the costs related to providing a School Resource Officer.

The Simpson County Fiscal Court shall invoice the School Board, annually, on January 1st of each fiscal year during this agreement with the terms of the invoice to be net 30 days. However, the obligation to make payment shall not be due until such time as the School receives annual proceeds under the PILOT with TSC. Provided, however, that the total costs to be paid and/or provided by and through paragraph 2 and 3 of this Agreement shall not exceed \$83,500.00 per fiscal year during the term of this agreement.

Notwithstanding anything herein to the contrary, the Board of Education shall be guaranteed that they will receive and retain not less than \$125,000.00 annually from the total PILOT proceeds from TSC's investment on Raines Drive in the Sanders' East Industrial Park, during the term of this agreement.

3. During the term of this agreement, the City and the County will provide brine and snow removal services for all school bus loops and school parking lots in the event of snow. Such snow removal on school premises will be given a high priority.

4. If, during the term of this Agreement, the herein described real estate is sold or transferred to a non-governmental entity, this Agreement shall lapse and no party hereto shall have the obligations set forth herein, except that the Agreement referenced in paragraph 2 above regarding the City, County, and School Board providing a School Resource Officer shall revert to its pre-December 31, 2011 status.

5. The term of this Agreement shall commence August 19, 2020, and end upon the payment by school to county for the 2021 tax year.

6. Except as set forth hereinabove, all provisions of the 2019 MOU are incorporated herein and are by this Agreement modified or supplemented to conform with this Agreement but in all other respects are to be and shall continue in full force.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized officers or officials of the Parties hereto, effective as of the date set forth in Paragraph five (5) hereinabove.

COUNTY OF SIMPSON

MASON BARNES, County Judge / Executive

Attest: _____
Pam Rohrs, Fiscal Court Clerk

SIMPSON COUNTY SHERIFF

JERE HOPSON

CITY OF FRANKLIN

LARRY DIXON, MAYOR

Attest: _____
Cathy Dillard, City Clerk

SIMPSON COUNTY BOARD OF EDUCATION

DAVID WEBSTER, CHAIRPERSON