

MEMORANDUM OF UNDERSTANDING

between

THE \_\_\_\_\_

and

SHERIFF OF BROWARD COUNTY, FLORIDA

for

COACH AARON FEIS GUARDIAN PROGRAM

AGREEMENT

between

THE \_\_\_\_\_

and

SHERIFF OF BROWARD COUNTY, FLORIDA

for

COACH AARON FEIS GUARDIAN PROGRAM

This is an Agreement, made and entered into by and between:  
\_\_\_\_\_, hereinafter referred to as "CHARTER,"

and

THE SHERIFF OF BROWARD COUNTY, FLORIDA, hereinafter referred to as "SHERIFF" (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, CHARTER is the operator of public charter schools in Broward County; and

WHEREAS, pursuant to Section 30.15, Florida Statutes, SHERIFF has chosen to establish a Coach Aaron Feis Guardian Program in Broward County; and

WHEREAS, CHARTER has made the decision to participate in the Coach Aaron Feis Guardian Program; and

WHEREAS, the parties have agreed that CHARTER will hire the guardians and SHERIFF will assist in the training of the guardians; and

WHEREAS, the parties are desirous of delineating their respective responsibilities in the operation of the program; and

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1  
SCOPE OF SERVICES

1.1 CHARTER will be responsible for the following aspects of the Guardian Program hiring process:

- a. posting of job announcement;
- b. processing of applications;
- c. background checks consistent with applicable law;
- d. drug screening; and
- e. providing twelve (12) hours of diversity training.
- f. provide a firearm, holster, body armor vest and uniforms.

1.2 SHERIFF shall assist in the coordination Psychological evaluations of applicants approved by CHARTER. The cost of the psychological evaluations shall be paid by CHARTER. CHARTER will be notified of the results as follows:

The applicant is deemed suitable at the completion of the psychological evaluation.

The applicant is found to be not suitable.

The applicant is found to be suitable with reservations.

CHARTER shall make the determination to move forward with the hiring process utilizing the test results.

CHARTER shall have the sole responsibility to hire the guardians. When CHARTER completes its hiring process, the approved candidates will be referred to SHERIFF's Human Resources Department to begin the training process.

1.3. SHERIFF shall provide the following:

a. Verification that the applicant possesses a valid concealed weapons permit pursuant to Section 790.06, Fla. Stat.

b. One Hundred Thirty Two (132) total hours of comprehensive firearm safety and proficiency training to include:

1. Eighty(80) hours of firearms instruction based on the Criminal Justice Standards and Training Commission's Law Enforcement Academy training model, which must include at least ten percent (10%) but no more than twenty percent (20%) more rounds fired than associated with academy training. Program participants must achieve an eighty-five percent (85%) pass rate on the firearms training;

2. Sixteen (16) hours of instruction in precision pistol;

3. Eight (8) hours of discretionary shooting instruction using simulator

exercises;

4. Eight (8) hours of instruction in active shooter or assailant scenarios;
5. Eight (8) hours of instruction in defensive tactics; and
6. Twelve (12) hours of instruction in legal issues.

1.4 Upon request of CHARTER, and satisfactory completion of all statutory requirements to be a guardian, the Sheriff shall issue a school guardian certificate to those individuals who meet the requirements.

1.5 SHERIFF will provide any required annual ongoing training, weapon inspection, and firearm qualifications

## ARTICLE 2 TERM AND TIME OF PERFORMANCE

The term of this Agreement shall begin on date that it is fully executed by the Parties and shall continue through June 4, 2020, unless terminated earlier as provided herein. The Agreement may be renewed annually upon mutual agreement of the Parties.

## ARTICLE 3 COMPENSATION

3.1 CHARTER shall pay SHERIFF the cost of the training in advance of the scheduled training class. The cost of the training is non-refundable. SHERIFF has applied for grant funds which may be used for screening and training related costs. If SHERIFF receives grant reimbursement for its expenses incurred in training the guardians, corresponding amounts received from CHARTER will be reimbursed to CHARTER. CHARTER will bear its own costs incurred in the hiring and employment of the guardians.

### 3.2 METHOD OF BILLING AND PAYMENT

3.2.1 SHERIFF may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one (1) copy are due within fifteen (15) calendar days of the end of the month.

3.2.2 CHARTER shall pay SHERIFF within thirty (30) calendar days of receipt of SHERIFF's proper invoice.

3.3 Payment shall be made to SHERIFF at:

Bureau of Finance & Budget  
Broward County Sheriff's Office

P.O. Box 9507  
Fort Lauderdale, FL 33310

ARTICLE 4  
GOVERNMENTAL IMMUNITY AND INSURANCE

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Each party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. CHARTER agrees to indemnify and hold harmless SHERIFF for any and all actions or omission of its guardian employees.

CHARTER shall furnish SHERIFF with written verification of liability protection in accordance with state law upon request. SHERIFF is a political subdivision as defined by Section 768.28, Florida Statutes. SHERIFF shall furnish CHARTER with written verification of liability protection in accordance with state law upon request.

ARTICLE 5  
EMPLOYMENT RESPONSIBILITY

All Guardians shall be and remain CHARTER employees or contractors, and such employees/contractors shall not be considered employees of the SHERIFF for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the SHERIFF shall not be called upon to assume any liability for payment of any salaries, wages, or other compensation, contributions to pension funds for active employees, insurance premiums, worker's compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any CHARTER guardian whatsoever.

ARTICLE 6  
TERMINATION

- 6.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) calendar days after written notice from the aggrieved party identifying the breach. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or

hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. This Agreement may also be terminated for convenience by either party upon thirty (30) calendar days written notice.

- 6.2 In the event this Agreement is terminated, SHERIFF shall be paid for any services properly performed through the termination date specified in the written notice of termination.

## ARTICLE 7 MISCELLANEOUS

### 7.1 PUBLIC RECORDS

SHERIFF is a public agency subject to Chapter 119, Florida Statutes. To the extent CHARTER is a contractor acting on behalf of the SHERIFF pursuant to Section 119.0701, Florida Statutes, CHARTER shall:

- 7.1.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by SHERIFF were SHERIFF performing the services under this Agreement;
- 7.1.2 Provide the public with access to such public records on the same terms and conditions that SHERIFF would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 7.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 7.1.4 Meet all requirements for retaining public records and transfer to SHERIFF, at no cost, all public records in possession of CHARTER upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to SHERIFF in a format that is compatible with the information technology systems of SHERIFF.

**IF CHARTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-831-8745, ERIN\_FOLEY@SHERIFF.ORG, PUBLIC RECORDS DIVISION, 2601 WEST BROWARD BLVD, FORT LAUDERDALE, FLORIDA 33312.**

7.2 INDEPENDENT CONTRACTOR

SHERIFF is an independent contractor under this Agreement. In providing such services, neither SHERIFF nor its agents shall act as officers, employees, or agents of CHARTER. No partnership, joint venture, or other joint relationship is created hereby. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so.

7.3 THIRD PARTY BENEFICIARIES

Neither SHERIFF nor CHARTER intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

7.4 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CHARTER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR SHERIFF:

Broward Sheriff's Office  
2601 West Broward Blvd.  
Fort Lauderdale, FL 33312

With copy to:

Office of the General Counsel  
Broward Sheriff's Office  
2601 West Broward Blvd.  
Fort Lauderdale, FL 33312

7.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, SHERIFF shall not subcontract any portion of the work required by this Agreement.

SHERIFF represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

7.6 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CHARTER or SHERIFF elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

7.7 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

7.8 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial

Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, SHERIFF AND CHARTER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

7.9 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CHARTER and SHERIFF or others delegated authority to or otherwise authorized to execute same on their behalf.

7.10 EQUAL OPPORTUNITY PROVISION. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

7.11 COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal and state and local laws in performing its duties, responsibilities and obligations pursuant to this Agreement.

7.12 CAPTIONS. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

7.13 WAIVER. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

7.14 AGREEMENT ADMINISTRATION. CHARTER has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

7.15 COUNTERPARTS AND MULTIPLE ORIGINALS. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

7.16 AUTHORITY. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:  
\_\_\_\_\_ and SHERIFF OF BROWARD COUNTY, FLORIDA,  
duly authorized to execute same.

FOR CHARTER:

\_\_\_\_\_

By \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

By

Approved as to form and legal content:

By \_\_\_\_\_

Office of the General Counsel

FOR SHERIFF:

SHERIFF OF BROWARD COUNTY

\_\_\_\_\_  
Colonel John Hale  
Department of Professional Standards & Investigations

Date:\_\_\_\_\_

APPROVED AS TO FORM:

By:\_\_\_\_\_  
Terrence O. Lynch, General Counsel

h\lee\contracts\SBBC\Charter schools guardian program 6-10-19