

**AGREEMENT BETWEEN THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
AND THE CLAY COUNTY SHERIFF'S OFFICE
ESTABLISHING A COACH AARON FEIS SCHOOL GUARDIAN PROGRAM**

This Agreement is made among and executed by the School Board Of Clay County, Florida ("School Board"), and the Clay County Sheriff's Office ("Sheriff") (collectively, "the Parties"), for the purposes of establishing a Coach Aaron Feis School Guardian Program for certain schools within Clay County.

WHEREAS, the Marjory Stoneman Douglas High School Public Safety Act increases the need for greater vigilance in the providing of school safety; and

WHEREAS, for the protection and safety of school personnel, students and visitors, each district school board and school district superintendent is required to partner with law enforcement or security agencies to establish or assign one or more safe-school officers at each school facility within the district pursuant to Section 1006.12, Florida Statutes; and

WHEREAS, pursuant Section 30.15, Florida Statutes, the Sheriff, must, at a minimum, provide access to a Coach Aaron Feis Guardian Program to aid in the prevention or abatement of active assailant incidents on school premises; and

WHEREAS, the School Board may vote by a majority to implement a Guardian Program in which case the Sheriff in the county shall establish a guardian program pursuant to Section 30.15(1)(k), Florida Statutes to provide guardian training to school district employees; and

WHEREAS, the School Board and the Sheriff agree that establishment of the Coach Aaron Feis Guardian Program for the 2019-2020 school year is in the best interest of school personnel, students, visitors, the public; and

WHEREAS, the School Board and the Sheriff have agreed to participate in the Coach Aaron Feis Guardian Program for the 2019-2020 school year under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties hereto agree as follows:

A. Duties of the Sheriff

1. Establish a Coach Aaron Feis Guardian Program to aid in the prevention or abatement of active assailant incidents on school premises.
2. Provide School Guardian candidates 132 total hours of comprehensive firearm safety and proficiency training conducted by Criminal Justice Standards and Training Commission-certified instructors, which will include:
 - a. Eighty hours of firearms instruction based on the Criminal Justice Standards and Training Commission's Law Enforcement Academy training model, which must include at least 10 percent but no more than 20 percent more rounds fired than associated with academy training. Program participants must achieve an 85 percent pass rate on the firearms training.

- b. Sixteen hours of instruction in precision pistol.
 - c. Eight hours of discretionary shooting instruction using state-of-the-art simulator exercises.
 - d. Eight hours of instruction in active shooter or assailant scenarios.
 - e. Eight hours of instruction in defensive tactics.
 - f. Twelve hours of instruction in legal issues.
3. Certify as School Guardians, without the power of arrest, school employees who volunteer and who:
 - a. Hold a valid license to carry a concealed firearm issued under Section 790.06, Florida Statutes.
 - b. Successfully complete the comprehensive firearm safety and proficiency training described in paragraph 2, above.
 - c. Pass a psychological evaluation administered by a psychologist licensed under Chapter 490, Florida Statutes, and designated by the Department of Law Enforcement and submits the results of the evaluation to the Sheriff's Office;
 - d. Submit to and pass an initial drug test and subsequent random drug tests in accordance with the requirements of Section 112.0455, Florida Statutes, and the Sheriff's Office;
 - e. Successfully complete at least twelve hours of a certified nationally recognized diversity training program.
 - f. Successfully complete ongoing training, weapon inspection, and firearm qualification on at least an annual basis.
 4. Maintain documentation of weapon and equipment inspections, as well as the training, certification, inspection, and qualification records of each School Guardian certified by the Sheriff.
 5. The Sheriff will not certify as School Guardians candidates who fail to pass or complete any of the requirements described in sections 2 and 3, above.
 6. The Sheriff will decertify School Guardians who do not successfully pass or complete ongoing training, weapon inspection and firearm qualification on at least an annual basis.
 7. The Sheriff will have no obligation to re-test or provide remedial training for School Guardians or School Guardian candidates who do not successfully complete the training and testing described in sections 2 and 3, above.

B. Duties of the School Board

1. The School Board will comply with all applicable laws related to the recruitment, hiring, retention, supervision and training of School Guardians.
2. The School Board will be responsible for posting of positions and interviews for the School Guardians, such positions are armed positions.

3. The School Board will ensure that each School Guardian:
 - a. Has been issued a valid guardian certificate prior to being assigned to perform the duties of a school guardian.
 - b. Has and maintains a Florida Concealed Carry Permit.
 - c. Meets the statutory requirements for employment within the School District.
4. In addition to the above, the School Board will:
 - a. Pay all screening and training related costs incurred by the Sheriff related to or arising from the training of School Guardians which costs are not otherwise reimbursed from other sources, including grants and funds specifically designated as reimbursement by the funding source.
 - b. The School Board shall submit payment to the Sheriff within forty five (45) days of invoice in accordance with the Florida Government Prompt Payment Act, Florida Statutes Chapter 218.
5. The School Board understands that the Sheriff may apply for and receive monetary grants to reimburse the Sheriff for the costs incurred arising from the School Guardian program. The School Board will not be responsible for paying any amounts incurred by the Sheriff which are reimbursed by a grant. The School Board will be responsible for paying any costs not paid through a grant. The Sheriff will immediately upon receipt by him or his office, disclose to the School Board, information which identifies the source and amount of any grants or other funds which have been awarded to him or his agency to pay expenses of the guardian training program.

C. Mutual Understanding

The Sheriff and the School Board acknowledge and agree as follows:

1. School Guardians are full-time employees of the School Board.
2. School Guardians are not contractors or agents of the Sheriff.
3. Pursuant to Section 30.15, Florida Statutes, School Guardians have no authority to act in any law enforcement capacity except to the extent necessary to prevent or abate an active assailant incident on school premises.
4. As school employees, School Guardians have no authority to act that is independent of the authority provided in Section 30.15, Florida Statutes.

D. Insurance/Indemnification

Both the School Board of Clay County, Florida and the Sheriff of Clay County, Florida are political subdivisions of the State of Florida and are entitled to sovereign immunity. Nothing in this Agreement or this indemnity agreement shall be construed to increase either the scope or dollar limit of liability of either the School Board or the Sheriff beyond that which is set forth in section 768.28 Florida Statutes, or to otherwise waive

either the School Board's or the Sheriff's sovereign immunity or to require either party to indemnify the other party or any other person, corporation or legal entity of any kind or nature whatsoever, for any injury or loss resulting from any acts other than the negligent acts of a party's own employees. Neither party is responsible for the negligent acts of the other party's employees. Neither the School Board nor the Sheriff shall indemnify any party or any other legal person or entity for attorney's fees or court costs other than those court costs which are set forth in Florida Statutes or other Florida law as recoverable costs of court. The School Board of Clay County, Florida is self-insured up to the limits of its liability as set forth in Florida Statute 768.28. Accordingly, and notwithstanding anything to the contrary in this Agreement, the School Board is exempt from carrying additional insurance.

E. Term of Agreement

The term of the Agreement shall commence upon the date it is fully executed by the Parties and shall end on September 30, 2020. This Agreement may be terminated without cause by either Party, by providing the other Party written notice ninety (90) calendar days in advance of the termination.

F. Miscellaneous Provisions

1. Notice. Notices required to be given by this Agreement shall be in writing and hand-delivered or sent by certified United States mail, return receipt requested, addressed to the persons and places specified for giving notice below, or to such other person or place specified for giving notice as designated by written notice in the manner provided herein.

FOR SHERIFF'S OFFICE: Darryl Daniels, Sheriff
901 North Orange Ave.
Green Cove Springs, Florida 32043

With copies to: Jeffrey Davenport, General Counsel
901 North Orange Ave.
Green Cove Springs, Florida 32043

FOR SCHOOL BOARD: Addison Davis, Superintendent
900 Walnut St.
Green Cove Springs, Florida 32043

With copies to: J. Bruce Bickner, School Board Attorney
900 Walnut St.
Green Cove Springs, Florida 32043

2. Governing Law. This Agreement shall be governed by the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance.
3. Forum and Venue. Forum and venue for any actions arising from this Agreement shall be in a State court of competent subject matter jurisdiction, in Clay County, Florida.
4. Entire Agreement. This Agreement constitutes the complete understanding of the parties and merges and supersedes any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
5. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
6. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes.
7. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by either party without the prior express written consent of the other party.
8. Public Records. The School Board and the Sheriff acknowledges that section 119.0701, Florida Statutes, places certain responsibilities on parties that contract with government entities, including but not limited to the obligation to keep, maintain and provide access to public records that ordinarily and necessarily would be required by the public agency in order to perform the service. The School Board and the Sheriff agree to comply with section 119.0701, Florida Statutes, in all respects.

IF THE SCHOOL BOARD OR THE SHERIFF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTIES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THEY MAY CONTACT THE ATTORNEYS LISTED IN SECTION F.1. OF THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and to be effective from the day and year first written above.

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By: 
Carol Studdard, Board Chairwoman

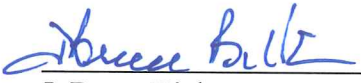
Date: 9-5-19

ATTEST:

By: 
Addison Davis, Superintendent

Date: 9/6/19

APPROVED AS TO FORM
& SUFFICIENCY:


J. Bruce Bickner
School Board Attorney

SHERIFF OF CLAY COUNTY, FLORIDA

By: 
Darryl Daniels, Sheriff

Date: 8-6-19

APPROVED AS TO FORM
& SUFFICIENCY:


Jeffrey Davenport
General Counsel