

# FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 260006  
Number Assigned by Purchasing Dept.



## CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO  
NOT PLACE ITEM ON AGENDA UNTIL  
REVIEW IS COMPLETED

☐ Must Have Board Approval over \$100,000.00

Date Submitted:

Name of Contract Initiator: / Matthew Boyack

Telephone #:

School/Dept Submitting Contract: / Safety & Security

Cost Center # XXXXXXXX 9022

Vendor Name:

Contract Title:

Contract Type: New ☒ Renewal ☐ Amendment ☐ Extension ☐ Previous Year Contract # 250087

Contract Term: 2025 - 8/31/2028 Renewal Option(s):

Contract Cost:

☐ **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line # \_\_\_\_\_

Funding Source: Budget Line # \_\_\_\_\_

☐ **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

☐ **INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

\_\_\_\_ Completed Contract Review Form

\_\_\_\_ SBAO Template Contract or other Contract (NOT SIGNED by District / School)

\_\_\_\_ SIGNED Addendum A (if not an SBAO Template Contract)\*

**\*This Statement MUST BE included in the body of the Contract:**

**"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."**

\_\_\_\_ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.

General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.

Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).

Workers' Compensation = \$100,000 Minimum

[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

\_\_\_\_ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

\_\_\_\_ COVID-19 Waiver (If Applicable)

\_\_\_\_ Release and Hold Harmless (If Applicable)

**RECEIVED**

By Bertha Staefe at 6:07 pm, Jul 15, 2025

### \*\*AREA BELOW FOR DISTRICT PERSONNEL ONLY\*\*

**CONTRACT REVIEWED BY:**

**COMMENTS BELOW BY REVIEWING DEPARTMENT**

Purchasing Department

**REVIEWED**

By Bertha Staefe at 6:09 pm, Jul 15, 2025

**Need copy of Grant**

School Board Attorney

Review Date

Other Dept. as Necessary

Review Date

PENDING STATUS: ☐ YES ☐ NO

**IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**

FINAL STATUS

**TENTATIVELY  
APPROVED**

Pending Signatures & Copy of Grant.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CLAY COUNTY  
SHERIFF'S OFFICE AND CLAY COUNTY DISTRICT SCHOOLS**

**CHRIS HIXON, COACH AARON FEIS  
AND COACH SCOTT BEIGEL GUARDIAN PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the Clay County Sheriff's Office, headquartered at 901 North Orange Avenue, Green Cove Springs (hereinafter referred to as "CCSO"), the Clay County District Schools, headquartered 900 Walnut Street, Green Cove Springs (hereinafter referred to as "CCDS").

WITNESSETH:

WHEREAS, The Chris Hixon, Coach Aaron Feis, and Coach Scott Beigel Guardian Program was established in 2018 through the Marjory Stoneman Douglas High School Public Safety Act. establish a school guardian program pursuant to s. 30.15, Florida Statutes; and

WHEREAS, the CCSO in coordination with the CCDS will establish a school guardian program pursuant to s. 30.15, Florida Statutes to aid in the prevention or abatement of active assailant incidents on school premises.;

WHEREAS, funds are available from the General Revenue Fund, State of Florida to the Department of Education for the CCSO to establish a school guardian program pursuant to s. 30.15, Florida Statutes;

WHEREAS, the CCSO in coordination with the CCDS will use funds for screening-related and training-related costs and provide a one-time stipend of \$500 to school guardians who participate in the school guardian program.

WHEREAS, any person certified as a school Guardian has no authority to act in any law enforcement capacity, except to the extent necessary to prevent or abate an active assailant incident.

NOW, THEREFORE, the parties agree as follows:

**1. TERM**

This MOU shall begin on the date of last signature by the parties and shall continue through August 31, 2028

**2. OBLIGATION OF AGENCIES**

- A. The CCSO will apply for and receive the funding under the Chris Hixon, Coach Aaron Feis, and Scott Beigel Guardian Program. The CCSO will administer and account for the funds, including initiation of purchase orders, payment of invoices, as

applicable, etc., for approved budget line items. The CCSO will not charge CCDS for administering this grant.

- B. The CCDS will be responsible for any costs associated with the program and training not covered by grant funds.
- C. The CCSO and CCDS agree that the Chris Hixon, Coach Aaron Feis, and Scott Beigel Guardian Program grant funds must be used to supplement existing funds for program activities and cannot replace, or supplant, non federal funds that have been appropriated for the same purpose.
- D. CCDS will maintain documentation on the initial fingerprint results and background check as well as random drug screens during the period of the agreement.
- E. The CCSO Human Resources section will be provided with copies of the file of proof of background screening, drug screening results, and psychological evaluation.
- F. The CCSO Training section will ensure that the Guardian is made aware of requalification dates annually. CCSO Human Resources section will verify they continue to have an active Concealed Weapons License prior to allowing the qualification to occur.
- G. The CCSO Training section will provide the Guardian with Active Assailant Training.
- H. The CCSO Training section will maintain documentation on the make, model, and serial number of the firearm assigned to the Guardian. All recommended repairs to the firearms shall be at the expense of the CCDS. Any modifications to the firearm shall require prior approval and secondary inspection by the CCSO Armorer. The CCSO Armorer shall inspect all authorized firearms and ammunition annually.
- I. The CCSO Human Resources section will maintain the results of the Guardian's annual Concealed Weapons License check in the guardian file.
- J. The CCSO Training section will maintain a record of the participant's training certifications, qualifications, firearm inspections, and training records.
- K. Upon proof of compliance with training and screening requirements and in accordance with sections 30.15 and 1006.12 Florida Statutes, the Sheriff will appoint the candidate as Guardian for the Clay County District Schools.
- L. CCDS agrees to notify CCSO in writing within 10 business days of any changes in the employment status of school guardians. This includes the hiring of new guardians, as well as the termination, resignation, or departure of any existing guardians.

- M. Upon purchase and delivery of the ballistic vests, CCSO transfers ownership to CCDS. CCDS expressly agrees to be fully responsible for the maintenance, repair, appropriate disposal, and any other costs associated with the ballistic vests for all past, present, and future grant-funded vest purchases. CCSO hereby relinquishes any responsibility, financial or otherwise, for the vests.

### 3. TERMINATION

#### A. Termination at Will

This MOU may be terminated by any party upon no less than thirty (30) calendar days' notice without cause, unless the parties mutually agree upon a shorter time. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained or in-person with proof of delivery. Notices shall be sent to the following addresses or such other addresses as either party may designate in writing:

Clay County Sheriff's Office  
Attn: Finance  
901 N. Orange Ave.,  
Green Cove Springs, FL 32043  
Email: [contracts@claysheriff.com](mailto:contracts@claysheriff.com)

Clay County District Schools  
Attn: Safety & Security  
925 Center St.  
Green Cove Springs, FL 32043  
Email: [officeofsafetyandsecurity@myoneclay.net](mailto:officeofsafetyandsecurity@myoneclay.net)

#### B. Termination for Cause

If the CCDS breaches any of the terms of this MOU, the CCSO may, by written notice to the respective agency, terminate this MOU upon twenty-four (24) hours' notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained or in-person with proof of delivery.

### 4. RESPONSIBILITY OF USER AGENCY FOR ACTS OF EMPLOYEES

The CCSO and CCDS shall at all times be and remain responsible for the acts or failures to act, including negligence, of its officers, agents and employees in complying with the terms and conditions of this MOU, and hereby relieves and releases each other of and from any and all such responsibility, (due to the acts, omissions, or negligence of their respective officers, agents, and employees), as and to the extent permitted by law.

IN WITNESS THEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their undersigned officials as duly authorized.

**For Clay County Sheriff's Office**

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Michelle Cook  
Sheriff of Clay County Florida

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Date

**For Clay County District Schools**

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Erin Skipper, Board Chair  
Clay County District Schools

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Date