MEMORANDUM OF UNDERSTANDING BETWEEN THE CLAY COUNTY SHERIFF'S OFFICE AND CLAY COUNTY DISTRICT SCHOOLS FOR USE OF CERTAIN GRANT FUNDS

FY 23-24 CHRIS HIXON, COACH AARON FEIS AND SCOTT BEIGEL GUARDIAN GRANT 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 at 900 Walnut Street, Green Cove Springs (hereinafter referred to as "CCDS").

WITNESSETH:

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; and

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

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, 2024.

2. DISTRIBUTION OF FUNDS AND PURPOSE

Funds will be expended as outlined in the grant agreement and for the purposes as applied for in the grant agreement.

3. 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 for administering this grant.
- A. The CCDS will be responsible for any costs associated with the program and training not covered by grant funds.

B. 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, nonfederal funds that have been appropriated for the same purpose.

4. 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.

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.

5. 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 The Clay County Sheriff's Office		
Middle & a	4-23-24	
Michelle Cook	Date	
Sheriff of Clay County Florida		
For the Clay County District Schools		
Ashley Gilhousen, Board Chair	Date	

