

**MEMORANDUM OF AGREEMENT
BETWEEN
THE HERNANDO COUNTY SHERIFF'S OFFICE
AND
THE HERNANDO COUNTY SCHOOL DISTRICT
To establish and operate a Law Enforcement Academy
to be known as the Wilton Simpson Technical College Law Enforcement Academy**

This Memorandum of Agreement (MOA) is entered into by and between Al Nienhuis, the Sheriff of Hernando County representing the Hernando County Sheriff's Office, of the State of Florida, (HCSO) with an administrative office at 18900 Cortez Boulevard, Brooksville, Florida 34601; and the Hernando County School District (HCSO), with an administrative office at 919 North Broad Street, Brooksville, FL 34601. The HCSO and HCSO will be jointly known as "the Parties."

The purpose of this MOA is to establish a law enforcement academy for the training of individuals for certifications a law enforcement officers within the State of Florida, pursuant to Section 943.13, Florida Statutes (2022); and to provide other law enforcement training opportunities pursuant to other applicable provisions of both Florida and Federal law (herein after "the Academy").

It is further the intent of the Parties that this program be operated within the guidelines of the Florida Department of Law Enforcement (FDLE), the Criminal Justice Information System (CJIS), and all other applicable statutes and regulations

HCSO and HCSB both certify that they have qualified personnel to perform the training services enumerated herein.

I. The Hernando County School District Responsibilities Shall Include:

- A. Providing assistance and programmatic collaboration in the supervision and operation of the Academy including access to all educational benefits afforded to students of the Wilton Simpson Technical College Law Enforcement Academy.
- B. Providing the funding and costs (to include salary and benefits) for the individual(s) to serve as the administrative assistant for the Academy as required by the Florida Department of Law Enforcement (FDLE).
- C. Providing adequate classroom space and office resources for the personnel who will provide the supervision and coordination of the Academy.
- D. Providing adequate classroom space for the Advance and Specialized training programs, if scheduling allows.
- E. Providing assistance and collaboration in the hiring of the personnel to supervise and coordinate the operation of the Academy. All personnel will be subject to approval

by HCSO. The screening process for said personnel will include appropriate background screening as defined exclusively by the HCSO. Background screening may include: criminal records checks, CVSA, psychological screening, drug screening and fingerprint screenings

F. Overseeing the necessary tracking and record keeping activities for all academy program participants as required by applicable law and regulations.

G. Ensuring that tuition received by HCSO tuition is made available to the Academy for the payment of instructional staff as well as supplies to support the operation of the program.

H. Ensuring payment of ammunition costs are paid in full, upon invoice, each calendar year.

I. Collecting firearm rental fees from students annually for replenishment every five years.

II. The Hernando County Sheriff's Office Responsibilities Shall Include:

A. Providing the funding and cost (salary and benefits) for the personnel (Director and Coordinator) responsible for the overall supervision of the academy as required by FDLE.

B. Providing assistance and collaboration in the hiring of the personnel to supervise and coordinate the operation of the Academy.

C. Providing the recruitment and training of instructional staff for the Academy

D. Maintaining the records of costs and ultimately providing an annual invoice for those costs to HCSB for ammunition utilized by the Academy.

E. Assisting with the marketing of the available courses through appropriate agency channels.

F. Ensuring that the Director of the Academy receives Local Area Security Officer (LASO) and CJIS training to oversee the acquisition of Originating Agency Identifier (ORI) Training needed for conducting applicant background checks. The Director will further ensure that all security systems are in place as required by law or regulation and will work as directed to support policy compliance.

IV. The General Provisions of this Memorandum of Agreement Include:

Descriptive Headings. The headings used herein are descriptive only and for the convenience of identifying provisions and are not determinative of the meaning or effect of any such provision.

Entire Agreement. This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes and replaces all prior negotiations and proposed agreements, written or oral. The Parties acknowledge that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements embodied in this written Agreement. Any amendment or modification of this Agreement, or any waiver of its terms, in order to be binding, must be written and signed by the parties hereto.

Opportunity to Consult with Counsel. The Parties acknowledge that they have had an opportunity to consult with counsel of their own choice, that they have read this Agreement, that they are fully aware of the contents of this Agreement and of its legal effect and fully understand and agree to each and every provision hereof without reservation, and that they have executed this Agreement in reliance on their own judgment and free from any coercion, duress or undue influence.

Execution and Binding on Successors and Assigns. This Agreement may be entered in counterparts (including by facsimile or other electronic imaging, any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument). This Agreement shall be binding upon and inure to the benefit of the Parties and their respective officers, directors, agents, employees, administrators, trustees, executors, receivers, successors, assignees and legal representatives, whether a signatory hereto or not.

Notices. All notices, consents, demands, or other communications required or permitted to be given pursuant to this Agreement shall be in writing by e-mail and hard copy, and shall be deemed sufficiently given and received on: (i) the day on which delivered personally or via facsimile transfer during a business day to the appropriate location(s) listed below; (ii) one (1) business day after delivered to a nationally recognized overnight delivery service such as Federal Express or Airborne Express for overnight delivery to the appropriate location(s) listed below; or (iii) three (3) business days after the posting thereof by United States registered or certified first class mail, return receipt requested with postage and fees prepaid and addressed as follows:

If to School Board: John Stratton
 Superintendent of Schools
 919 N. Broad Street
 Brooksville, Florida 34601

With a copy to: Dennis J. Alfonso, Esquire
 McClain Alfonso, P.A.
 Post Office Box 4
 Dade City, FL 33526

If to Sheriff: Al Nienhuis, Sheriff
 Hernando County Sheriff's Office
 18900 Cortez Blvd.
 Brooksville, Florida, 34601

With a copy to:

Mike Peacock, Staff Attorney
Hernando County Sheriff's Office
18900 Cortez Blvd.
Brooksville, FL 34601

No Presumption/Severability. The Parties acknowledge that they and their attorneys have participated in the preparation, negotiations and drafting of this Agreement. The terms in this Agreement shall be construed in accordance with their fair meaning and there shall be no presumption applied against any Party for having drafted or participated in the drafting of any such terms. The terms of this Agreement shall be severable such that, if any term herein is illegal, invalid, or unenforceable, such holding shall not affect the viability of any of the other provisions of the Agreement, unless the severing of such term would defeat the purpose of this Agreement.

Waiver. No delay or failure on the part of any Party hereto in exercising any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver or acquiescence thereto; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver shall be valid against any Party, unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter the "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, and agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court. Each of the Parties consents to the jurisdiction of the Court, acknowledges that the Court has jurisdiction over this Agreement, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Agreement.

No Assignment. This MOA may not be assigned without the express written consent of the HCSO and the HCSB, which consent may be withheld for any reason or no reason.

Non-Discrimination. The Parties shall not unlawfully discriminate against any individual on the basis of his or her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, genetic information, or gender identity or expression with respect to any activity occurring or under this Agreement.

Attorney Fees and Costs. In the event of a dispute under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-

taxable costs: including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

Indemnification. The Parties acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The Parties agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The Parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

Termination. This MOA may only be terminated prior to the Agreement's expiration date by a party upon at least ninety (90) days prior written notice to the other party that the party has failed to substantially perform in accordance with the terms and conditions of this Agreement. The party in breach shall have ninety (90) days in which to cure the breach or the non-breaching party can terminate this Agreement and pursue all available legal and equitable remedies.

Insurance. The Parties warrant that they are self-insured and agree to maintain general liability insurance as required by law. The School Board shall give notice to the employing entity of any loss, damage, expense, claim, lawsuit, liability, fine or penalty (together referred to as "Claim") as soon as possible but no later than sixty (60) days of the occurrence giving rise to the Claim, or with respect to a third-party Claim, as soon as possible but not later than sixty (60) days from receipt of notice of the Claim. Likewise, the Sheriff shall give notice to the employing entity of any loss, damage, expense, claim, lawsuit, liability, fine or penalty (together referred to as "Claim") as soon as possible but no later than sixty (60) days of the occurrence giving rise to the Claim, or with respect to a third-party Claim, as soon as possible but not later than sixty (60) days from receipt of notice of the Claim.

Relationship of the Parties. The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either Party shall be deemed an employee of the other Party.

No Third-Party Beneficiaries. This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

Public Records. The Parties shall comply with Florida's public records laws, and specifically agree to:

- a. keep and maintain public records that ordinarily and necessarily would be required in accordance with the applicable records retention schedule,
- b. provide the public with access to public records at a cost that does not exceed the cost provided in Chapter 119, *Fla. Stat.*, and
- c. ensure that public records that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by laws.

Authority to Execute Agreement. 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.

IN WITNESS WHEREOF, the parties to this Agreement for Provision of School Guardian Training Program to the Hernando County School District have caused the same to be signed by their duly authorized representatives on the dates indicated below.

THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THIS AGREEMENT WITH THEIR RESPECTIVE ATTORNEY(S), THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.

IN WITNESS WHEREOF, the Parties here have executed this agreement.

Al Nienhuis
Sheriff

Gus Guadagnino
School Board Chairperson

Approved as to Form

Nancy McClain Alfonso

Date: _____

Date: _____

General Counsel, HCSB