

AGREEMENT

between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

and

GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA

for

BLEEDING CONTROL KITS

This is an Agreement, made and entered into by and between: THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, hereinafter referred to as "SBBC,"

and

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

WITNESSETH:

WHEREAS, SBBC is the operator of public schools and other facilities; and

WHEREAS, SHERIFF has received grant funding to purchase Bleeding Control Kits to be placed in Broward County public schools; and

WHEREAS, SBBC is desirous of installing the kits in its schools; 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 SBBC will be responsible for the following aspects regarding the Bleeding Control Kits:

a. Acceptance of kits as funded in part through the Coach Aaron Feis

Guardian Program; Placement of two Bleed Control stations in each SBBC public school

- b. Installing the kits in SBBC schools in a location determined collaboratively between SBBC and SHERIFF.
- c. Sustainment and maintenance of the kits;
- d. Assist in the training of SBBC employees on proper usage of the kits;
- e. Once installed, audit the kits at least quarterly to ensure they remain in proper working order; and
- f. Have the kits installed on or before February 18, 2020. However, in the event of unforeseen circumstances, the installation date may be adjusted with the consent of both parties.

1.2 SHERIFF shall be responsible for the following:

- a. Provide an initial allotment of Bleed Control kits to SBBC for each SBBC public school to receive two complete stations. Each station shall consist of eight bleed control kits for a total of sixteen Bleed Control Kits per school.
- b. Assist SBBC in determining the placement of the kits
- c. Assist SBBC in developing the SBBC training curriculum
- d. A live training at SBBC Schools

2 It is the intent of the SHERIFF to obtain additional kits in the future. SHERIFF will provide the kits to SBBC upon receipt. SBBC shall develop an implementation plan for the deployment of the new kits.

3 Additionally, SHERIFF intends to provide to SBBC mobile bleeding control kits for issuance to school guardians. SBBC shall have a policy in place regarding distribution of the kits and ensure that the kits remain property of SBBC and returned should the guardian cease performing such functions.

4. SBBC shall be responsible for replacement of the kits in the case of theft, vandalism or negligence. Should the need for replacement arise as a result of a critical incident, SHERIFF shall work collaboratively with SBBC to identify a funding source.

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 September 30, 2020, unless terminated earlier as provided herein. The Agreement may be renewed annually upon mutual agreement of the Parties.

ARTICLE 3
COMPENSATION

The costs associated with the purchase of the kits will be obtained utilizing grant funds. SHERIFF and SBBC will bear their own costs incurred in the performance of their duties under this Agreement.

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.

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

ARTICLE 5
TERMINATION

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.

ARTICLE 6
MISCELLANEOUS

6.1 SBBC DISCLOSURE OF EDUCATION RECORDS AND EMPLOYEE INFORMATION.

Although no student education records shall be disclosed pursuant to this Agreement, should SHERIFF come into contact with education records during the course of

contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws. Likewise, no employee information shall be disclosed by SBBC to SHERIFF. Should vendor come into contact with employee information, it may not be re-disclosed except as required or permitted by law.

6.2 PUBLIC RECORDS

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

- 6.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by SBBC were SBBC performing the services under this Agreement;
- 6.2.2 Provide the public with access to such public records on the same terms and conditions that SBBC 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;
- 6.2.3 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
- 6.2.4 Meet all requirements for retaining public records and transfer to SBBC, at no cost, all public records in possession of SHERIFF 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 SBBC in a format that is compatible with the information technology systems of SBBC.

IF SHERIFF 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 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

6.3 INDEPENDENT CONTRACTOR

SHERIFF is an independent contractor under this Agreement. Services provided by SHERIFF pursuant to this Agreement shall be subject to the supervision of SHERIFF.

In providing such services, neither SHERIFF nor its agents shall act as officers, employees, or agents of SBBC. 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. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance by SHERIFF or SHERIFF's employees or agents of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the SHERIFF or the SHERIFF's employees or agents, employees, agents, subcontractors or assignees. SBBC does not extend to SHERIFF or SHERIFF's agents any authority of any kind to bind SBBC in any respect whatsoever.

6.4 THIRD PARTY BENEFICIARIES

Neither SHERIFF nor SBBC 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.

6.5 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 SBBC:

Superintendent
Broward County Public Schools
600 SE Third Avenue – 10th Floor
Fort Lauderdale, FL 33301

With copy to:

Office of the General Counsel
600 SE Third Avenue – 11th Floor
Fort Lauderdale, FL 33301

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

6.6 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.

6.7 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 SBBC 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.

6.8 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.

6.9 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 SBBC HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

6.10 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 SBBC and SHERIFF or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 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.

6.12 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.

6.13 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.

6.14 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.

6.15 AGREEMENT ADMINISTRATION.

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

6.16 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.

6.17 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:
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA and SHERIFF OF
BROWARD COUNTY, FLORIDA, duly authorized to execute same.

FOR SBBC:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

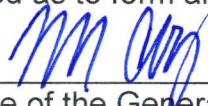
By _____
Donna P. Korn, Chair

Date: _____

ATTEST:

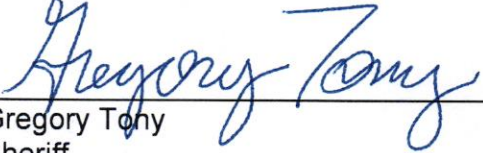
By Robert W. Runcie, Superintendent
of Schools

Approved as to form and legal content:

By  _____
Office of the General Counsel

FOR SHERIFF:

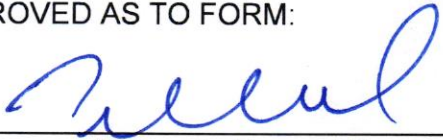
SHERIFF OF BROWARD COUNTY



Gregory Tony
Sheriff

Date: 9/27/19

APPROVED AS TO FORM:

By: 

Terrence O. Lynch, General Counsel
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Date: 9/24/19

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