

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE FLAGLER COUNTY SCHOOL DISTRICT AND
THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
FOR THE
FLAGLER PALM COAST HIGH SCHOOL LEADERSHIP FIRE ACADEMY**

1. **PARTIES:** This Memorandum of Understanding (MOU) is entered into between the Flagler County School District (FCSD) and the Flagler County Board of County Commissioners (FCBCC) operating through the State Registered - Flagler County Fire Rescue Training Center (FRTC).
2. **PURPOSE:** The purpose of this MOU is to enable the FCSD's Fire Academy at Flagler Palm Coast High School (FPC) to provide basic fire fighting employment training to high school students. Students enrolled in this academic program (hereinafter, the "Program") can earn industry certifications in CPR, First Responder, Firefighting 1 and Firefighting 2. Students who complete the Program will be certified as firefighters and eligible to sit for the state firefighter exam.
3. **AUTHORITY:** This MOU is entered into by and between the parties in exercise of the authority set forth in Chapters 125, 163 and 1003, Florida Statutes. The Program is in conformance with the Florida Department of Education's State Plan for Career and Technical Education and the Florida Fire Marshall's Fire Standards and Training Bureau - Introduction to Fire Fighting Instructional Framework.
4. **TERM:** This MOU shall become effective upon the date of execution by both parties and shall continue for a period of four (4) years beginning August 1, 2016 through July 30, 2020. This MOU will automatically renew for one (1) year terms each year thereafter unless either party gives the other written notice of termination as referenced below.
5. **RESPONSIBILITIES OF FCBCC:**
 - A. The FCBCC represents that the Lead Instructor of the Program with respect to this MOU possesses and will hold a valid State of Florida or Flagler County Teaching Credential that authorizes the teaching of the vocational subject in accordance with Rule 69A-37.059, FAC.
 - B. The FCBCC through its FRTC shall maintain daily records of student attendance and achievement in accordance with FCSD policy and shall prepare and submit a report of attendance and achievement in the student information system provided by the FCSD on a daily basis. FRTC attendance and achievement records shall be available for review and audit by an independent auditor and the authorized representative of the FCSD. Such records shall be maintained by the FCBCC for a period of five (5) years after the close of each school year. These records will be permanently maintained by the FCSD. All attendance of students enrolled in the Program operated by the FCBCC pursuant to this MOU shall be credited to the FCSD Full Time Equivalency (FTE) as reported to the

Florida Department of Education.

- C. The FCBCC through the FRTC shall provide instruction, training, equipment, supervision and other services for no more than the number of students assigned by the FCSD and for the number of approved hours specified in the instructional plan authorized by the FCSD.
- D. Through the FRTC, the FCBCC shall provide training in CPR, First Responder, Firefighting I, and Firefighting II, all of which shall be administered in accordance with Rule 69A-37.055, FAC.
- E. The FCBCC agrees to make available to the FCSD the County's equipment needed to deliver quality instruction in the field of firefighting. The equipment list may include, but shall not be limited to, a fully equipped fire engine, ambulance, fire hand tools, hoses, nozzles, EKG machine, and EMT/Paramedic supplies.
- F. The FRTC shall accept new students into the Program who are authorized by the FCSD at the beginning of each enrollment period and shall provide each new student with the number of hours of instruction as specified herein.

6. RESPONSIBILITIES OF FCSD:

- A. FCSD shall provide the facilities at FPC necessary to conduct the program, including adequate classroom space suitable for the Program's operation and number of students enrolled.
- B. The classroom space provided by the FCSD for the FRTC shall meet the requirements of the State and local safety and health regulations. FCSD shall also provide instructional materials, computers, a projector and any other electronic equipment necessary for the Program.
- C. FCSD shall provide access to the student database required to record attendance and grades.
- D. FPC shall provide the instructional and technical support necessary to facilitate the delivery of quality instruction.

7. RESPONSIBILITIES OF THE PARTIES:

- A. The parties recognize that the Program is new, innovative, and likely to evolve. The parties agree to work together in good faith and work through any details not otherwise contained in this MOU.
- B. All instructors and other persons engaged by the parties to implement the Program who enter the FPC campus or have contact with students shall undergo proper background screening per FCSD standards.

- C. Neither the FCSD nor the FCBCC will discriminate against any person because of race, color, religion, sex, marital status, national origin, parental status, age or handicap, as required by law.
8. INSURANCE: During the term of this MOU, FCSD shall provide to FCBCC, and FCBCC shall provide to FCSD, a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$1,000,000 Aggregate and \$1,000,000 per occurrence. FCSD shall also provide the FCBCC, and the FCBCC shall also provide FCSD with a written endorsement naming the other party as an additional insured, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and any insurance carried by FCSD or FCBCC shall be excess and noncontributory." Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.
9. INDEMNIFICATION:
- A. To the extent permitted by Section 768.28, Florida Statutes, FCSD shall assume the defense and hold harmless FCBCC and/or any of its officers, agents or employees from any liability, damages, costs or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of FCSD, its officers, agents or employees arising out of or based on the FCSD's operation of the Program.
- B. To the extent permitted by Section 768.28, Florida Statutes, FCBCC shall assume the defense and hold harmless FCSD and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of FCBCC, its officers, agents or employees arising out of or based on FCBCC's operation of the Program.
- C. It is the intent of the parties that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs or expenses attributable to that party to the extent permitted by Section 768.28, Florida Statutes, provided however, that nothing herein shall be interpreted as a waiver by the parties of sovereign immunity.
- D. The parties agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this MOU within ten (10) calendar days of such determination. FCSD and FCBCC further agree to cooperate in the defense of any such actions. Nothing in this MOU shall establish a standard of care or create any legal right for any person not party to this MOU.
10. NO PARTNERSHIP: Nothing contained in this MOU shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partnership between FCSD and FCBCC, and they are and shall remain

independent one as to the other.

11. PUBLIC RECORDS: The parties shall allow public access to all documents, papers, letters, or other materials made or received in conjunction with this MOU which are subject to the provisions of Chapter 119, Florida Statutes, and not otherwise exempted from disclosure by law.
12. INTERPRETATION: This MOU shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, both having contributed substantially and materially to the preparation thereof.
13. TERMINATION/SUSPENSION: This MOU may be terminated without cause by either party upon sixty (60) days prior written notice to the other party. When required by law, this MOU may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this MOU.
14. NOTICES: Any notice required to be given by the terms of this MOU shall be deemed to have been given when the same is personally delivered or sent by certified mail, return receipt requested, addressed to the respective parties as follows:

TO FCSD:

Flagler County School District
Attn: School Superintendent
1769 East Moody Blvd., Bldg. 2
Bunnell, FL 32110

Flagler County School District
Attn: Legal Counsel
1759 East Moody Blvd., Bldg. 2
Bunnell, FL 32110

To FCBCC:

Flagler County Board Of County Commissioners
Attn: County Administrator
1769 E. Moody Blvd., Building 2
Bunnell, FL 32110

Flagler County Fire/Rescue Department
Attn: Fire Chief
1769 E. Moody Blvd., Bldg. 3
Bunnell, FL 32110

15. INTEGRATION: This MOU represents the entire agreement between FCSD and FCBCC


and supersedes all prior negotiations, representations or agreements, either written or oral. This MOU may be amended only by written instrument signed by the duly authorized representatives of FCSD and FCBCC.

16. REPRESENTATION OF AUTHORITY: The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU.

[Signature Pages To Follow]

IN WITNESS WHEREOF, the parties executed this Memorandum of Understanding on this _____ day of July, 2016.

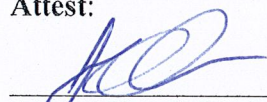
Flagler County School District



Colleen Conklin, Chairperson of the Board

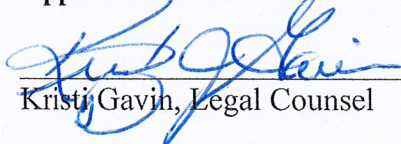
8/2/16
Date

Attest:



Jacob Oliva, School Superintendent

Approved As To Form:



Kristi Gavin, Legal Counsel

**Flagler County Board of County
Commissioners**

Barbara S. Revels, Chair

Date

Attest:

Gail Wadsworth, Clerk of the Circuit Court
and Comptroller

Approved As To Form:

Al Hadeed, County Attorney