

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/28/2020

Contract/Lease Control #: C20-2913-BCC

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: OCSO/SCHOOL BOARD OF OKALOOSA COUNTY

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/21/2020

Expiration Date: 01/20/2021 W/ YEARLY RENEWALS

Description of MASS NOTIFICATION MEMORANDUM OF AGREEMENT

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7151

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: P310 Tracking Number: 3731-20
Procurement/Contractor/Lessee Name: Sheriff's Office Grant Funded: YES ___ NO X
Purpose: MOU w/ Sheriff / BOCC / School Board
Date/Term: 1yr w/ auto renewals 1. GREATER THAN \$100,000
Amount: 0 2. GREATER THAN \$50,000
Department: PS 3. \$50,000 OR LESS
Dept. Monitor Name: Maddox

Purchasing Review

Procurement or Contract/Lease requirements are met:
Whitman Date: 12-13-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: no federal funds Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 12-19-19
Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: see email attached Date: 12-19-19
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
Finance Manager or designee

DeRita Mason

From: Karen Donaldson
Sent: Thursday, December 19, 2019 9:27 AM
To: DeRita Mason
Subject: RE: Alertus MOU

DeRita

This is approved by risk management. There is no insurance element.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com

Risk Management has moved
Please note new Address



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, December 17, 2019 7:57 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: Alertus MOU

All,

I sent one to you previously to review.
We received this one today.
I am not sure if it is different or not, please review and approve.

Thank you,

DeRita Mason

DeRita Mason

From: Jeffrey Hyde
Sent: Thursday, December 19, 2019 4:31 PM
To: Craig Coffey; Faye Douglas
Cc: DeRita Mason
Subject: FW: MOA Mass Notification System FINAL
Attachments: 2019-2020 MOU Mass Notification System Final 12-19-19 cjm.pdf

FYSA – going to the School Board agenda on 01/13/2019

Thanks

Jeffrey A. Hyde
Purchasing Manager
Okaloosa County Purchasing
850-689-5960

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From: Ted Pecot <tpecot@sheriff-okaloosa.org>
Sent: Thursday, December 19, 2019 4:07 PM
To: Jeffrey Hyde <jhyde@myokaloosa.com>
Subject: FW: MOA Mass Notification System FINAL

Jeff,

It appears all parties legal counsel have now approved the MOU.

From: Jeff McInnis <jmcinnis@asglegal.com>
Sent: Thursday, December 19, 2019 4:00 PM
To: 'Greg Stewart' <gstewart@myokaloosa.com>; Marsha L. Weaver <mweaver@sheriff-okaloosa.org>
Cc: Horton, Steven <HORTONS@Okaloosaschools.com>; 'ScallanR@Okaloosaschools.com' <ScallanR@Okaloosaschools.com>; Ted Pecot <tpecot@sheriff-okaloosa.org>
Subject: MOA Mass Notification System FINAL

WARNING: This E-Mail Originated Outside of the Sheriff's Office.

DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good afternoon.

MEMORANDUM OF AGREEMENT

*M. Dawson
BCC Records*
21 **THIS MEMORANDUM OF AGREEMENT** is made and entered into effective this ~~13th~~ day of January 2020 (“Agreement”) by and between the SHERIFF OF OKALOOSA COUNTY, FLORIDA (the “Sheriff”), whose address is 50 2nd Street, Shalimar, Florida 32579; OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS (the “County”), whose address is 1250 N. Eglin Parkway, Shalimar, Florida 32579 and THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida (the “School Board”), whose address is 120 Lowery Place SE, Fort Walton Beach, Florida 32548 (collectively the “Parties”).

WITNESSETH:

WHEREAS, the School Board operates all public schools located in the School District of Okaloosa County, Florida; and

WHEREAS, the Sheriff is a law enforcement agency having jurisdiction throughout Okaloosa County, Florida; and

WHEREAS, the Board of County Commissioners is the governing body of Okaloosa County, Florida; and

WHEREAS, the School Board and the Sheriff desire to install and operate a mass notification system on each of the public district school campuses as part of a school and community safety and security communications system to be used when necessary to protect the health and safety of district school students, School Board personnel and citizens in the vicinity of the grounds of district schools and facilities (the “Mass Notification System”); and

WHEREAS, the County has the administrative services and financial resources, through the local option sales sur tax, to support and fund the acquisition and installation of the Mass Notification System.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1

RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2
TERMS AND CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to section 3.05 of this Agreement, the term of this Agreement shall commence on the effective date and remain in effect for one (1) year and shall automatically renew for successive one (1) year terms unless either party provides ninety (90) days written notice, prior to the end of any annual term, to the other party of its intent not to renew the Agreement. In the event of such notice of non-renewal the Agreement shall expire and be terminated at the end of the then current annual term.

2.02 **Mass Notification System.**

2.02.01 Responsibilities of County:

- To acquire, deliver and install (including electrical wiring and grounding) a fully functioning Mass Notification System at its sole cost and expense, to include the training of designated school district and school-based personnel in the operation of the Mass Notification System. If there is any cost related to the provision of training in the Mass Notification System, then such cost shall be at the sole cost and expense of the School Board.
- To initially acquire any and all required software and related licenses needed in the operation of the Mass Notification System. If there is any cost related to the acquiring of any and all required software and related licenses, then such costs shall be at the sole cost and expense of the School Board.

2.02.02 Responsibilities of School Board:

- To provide for the annual renewal of licensing and or software upgrade expenses for the Mass Notification System after the initial software and required licenses have been acquired by the County.
- To provide for the ongoing maintenance and repair costs of the Mass Notification System after the initial installation, setup and programming, and after any manufacturer's warranty has expired that would otherwise cover such expenses. Maintenance and repair does not include equipment replacement.

2.02.03 Responsibilities of County and School Board:

- The County and School Board will cooperate in the installation of the Mass Notification System so that connections to School Board existing equipment can be monitored and improved to insure existing school intercom systems continue to function appropriately as a component of the Mass Notification System.

2.02.04 Responsibilities of Sheriff and School Board:

- To jointly evaluate the priority, among school safety programs and systems at that time, of the Mass Notification System at the end-of-life cycle to determine the need for system replacement and to work cooperatively to identify and obtain funding for such replacement.

2.03 **Confidential and Exempt Security and Safety Plan Information.** The School Board, County and Sheriff acknowledge that the plans and operational protocols for the Mass Notification System to be installed and operated at the School Board's public school campuses are exempt from §119.07(1), *Florida Statutes*, and §24(a), Article I of the State Constitution (the provisions commonly referred to as Florida's public records laws) pursuant to §119.071(3), *Florida Statutes*. In addition, such Mass Notification System plans, specifications and operational protocols, constitute information relating to the security systems for property owned or leased by a political subdivision of the State of Florida and, pursuant to §281.301(1), *Florida Statutes*, are confidential and exempt from §§119.07(1) and 286.011, *Florida Statutes*, and other laws and rules requiring public access or disclosure. Sections 119.071(3)(a)3c & (b)3a, and 281.301(2)(c), *Florida Statutes*, permit School Board to disclose such confidential and/or exempt information to Sheriff in furtherance of Sheriff's official duties and responsibilities.

2.04 **Access to Mass Notification System in cases of Emergency.** The School Board and Sheriff will work cooperatively to develop operational protocols for the Mass Notification System in cases of emergency.

2.05 **Ownership of Mass Notification System and Related Equipment.** The School Board acknowledges that all components and equipment acquired and installed by County on public school campuses as part of the Mass Notification System shall remain the property of County.

2.06 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at

the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To County: County Administrator
Okaloosa County, Florida
1250 N. Eglin Parkway, Suite 102
Shalimar, Florida 32579

With a copy to:
Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway
Shalimar, Florida 32579

To School Board: Superintendent of Schools
The School Board of Okaloosa County, Florida
120 Lowery Place, S.E.
Fort Walton Beach, Florida 32548

With a copy to:
C. Jeffrey McInnis, Esq.
School Board Attorney
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547

To Sheriff: Sheriff Larry Ashley
50 2nd Street
Shalimar, Florida 32579

With a copy to:
Marsha Weaver, Esq.
50 2nd Street
Shalimar, Florida 32579

2.07 **Public Records.** With respect to any public records created, received, or maintained in connection with this Agreement, each party is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that the other party would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to each other, all public records in that party's possession upon termination of this Agreement,

and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to the other party in a format that is compatible with the other party's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to §119.07, *Florida Statutes*, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

2.08 **Indemnification**. Unless otherwise stated herein, each Party shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder, and hold the other harmless for any injuries or damages arising hereunder, and shall defend any claims for injuries or damages, even if such claims be groundless or fraudulent, except that liability in such cases shall not exceed the waiver limitations set forth in §768.28, *Florida Statutes*, as it now exists or as it may be amended.

ARTICLE 3

GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under §768.28, *Florida Statutes*. 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.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to benefit a third party directly or substantially by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another.

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 retirement, leave benefits or any other benefits of either party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. Neither party shall be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty calendar days written notice to cure the default. However, in the event said default cannot be cured within the thirty-day period and the defaulting party is diligently attempting in good faith to cure, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty calendar days' notice. 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. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination.** This Agreement may be terminated as follows: (i) by either party without cause upon delivery of written notice of such intent to terminate this Agreement not less than 30 days prior to the effective date of such termination; (ii) by written agreement executed by County, Sheriff and School Board; or (iii) by the School Board, at any time, if Sheriff or County fails to perform either of their respective duties hereunder or breaches any of their covenants contained herein.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state, and local laws, School Board policies, codes, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of the parties under the terms of this Agreement are reasonably susceptible of being performed in Okaloosa County, Florida and shall be payable and performable in Okaloosa County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the First Judicial Circuit of Okaloosa County, Florida or to the jurisdiction of the United States District Court for the Northern District of Florida. Each party agrees and admits that the state courts of the First Judicial Circuit of Okaloosa County, Florida or the United States District Court for the Northern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement.

3.12 **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.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein 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.

3.15 **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 each party hereto.

3.16 **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.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot, civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse School Board, obligations to maintain and allow inspection of records and property, obligations to maintain the confidentiality of records, and reporting requirements, shall survive the termination of this Agreement.


3.19 **Agreement Administration.** School Board has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **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.

3.21 **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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below to be effective for all purposes as of the date first above written.

ATTEST:



Marcus Chambers, Superintendent and
Corporate Secretary


**THE SCHOOL BOARD OF
OKALOOSA COUNTY, FLORIDA**

By: 

Timothy Bryant, Chairman

Date January 13, 2020.


**THE SHERIFF OF OKALOOSA
COUNTY, FLORIDA**

By: 

Larry Ashley, Sheriff of Okaloosa
County, Florida

Date 1/9/2020, 2020.

**OKALOOSA COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: 

Robert A. "Trey" Goodwin, III,
Chairman

Date JAN 21, 2020.

