MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 22nd day of March, 2016, between the Sarasota County Sheriff's Office (hereinafter referred to as the "SHERIFF") and the School District of Sarasota County on behalf of Suncoast Technical College (hereinafter referred to as "STC") for the use of the 911 training facility known as the Lynn W. Platt 911 Training Academy (hereinafter referred to as the "FACILITY") located at 6050 Porter Way, Sarasota, FL, 34232 at designated times during a designated time period and for a designated purpose in order to satisfy Department of Health requirements.

In consideration of the mutual covenants contained herein, the SHERIFF and STC agree to the following:

- 1. The SHERIFF shall grant access to and permit the use of by STC the FACILITY so that STC can conduct its scheduled 14-week training beginning in March 2016.
- STC acknowledges that its students and any non-SHERIFF agents affiliated with STC are only authorized to occupy and/or use the areas designated for use by the SHERIFF and only during school hours as determined by STC and approved by the SHERIFF.
- All students must satisfactorily pass a background investigation and otherwise be in compliance with CJIS standards prior to participating in any training. STC is responsible for ensuring all students are CJIS compliant and have passed the background investigation.
- 4. STC is responsible for hiring and employing any staff necessary to complete the training. Staff shall be paid from STC funds for all work and STC shall be obligated for any expenses that are incurred directly or indirectly as a result of the training. In the event any SHERIFF's employees are employed as STC staff, any work directly or indirectly related to the training shall be considered STC work and expressly not SHERIFF's work. STC shall be responsible for ensuring compliance with any wage and hour requirements, workers compensation, and discipline of any SHERIFF employee simultaneously employed by STC related to the training.
- 5. STC agrees to release, hold harmless, and fully indemnify the SHERIFF, any employee, agent, or officer of the SHERIFF, Sarasota County, and/or any employee, agent, or officer of Sarasota County for any claim, right, demand, judgment, cost, fee, attorney fee or any other economic or non-economic liability arising directly or indirectly from STC's use of the FACILITY as outlined within this MOU, in law or equity. Nothing contained in this Agreement shall be deemed to constitute a waiver of sovereign immunity or to affect, limit, or reduce the protection or limitation of liability afforded to the School Board by Section 768.28, Florida Statutes, or any provision of Florida Law.

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THOMAS M. KNIGHT, SHERIFF		DATE
School District of Sarasota County		
SHIRLEY BROWN, CHAIR		DATE
		DOCUMENT APPROVED FOR LEGAL CONTENT

A. LAMAR MATTHEWS, JR
MATTHEWS, EASTMOORE, HARRY CHAUWELS & GARCIA
ATTORNEYS FOR
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA